



# City of Lemon Grove City Council Regular Meeting Agenda

Tuesday, April 19, 2022, 6:00 p.m.

Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945

***For everyone's protection, all attendees must maintain a safe social distance. Face coverings are optional but strongly recommended during the meeting.***

## **City Council**

Racquel Vasquez, Mayor  
Jerry Jones, Mayor Pro Tem  
Jennifer Mendoza, Councilmember  
Liana LeBaron, Councilmember  
George Gastil, Councilmember

A complete agenda packet is available for review on the [City's website](#)

*The City Council also sits as the Lemon Grove Housing Authority, Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board, and Lemon Grove Successor Agency*

## **Call to Order**

## **Pledge of Allegiance**

## **Changes to the Agenda**

## **Public Comment**

*Digitally submitted public comments received by the City Clerk at [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) will not be read out-loud during the meeting. However, they will be provided to the City Council and remain part of the meeting's records. Per the Lemon Grove Municipal Code Section 2.14.150, live comments are allotted a maximum of three (3) minutes.*

## **Consent Calendar**

*(Note: The items listed on the Consent Calendar will be enacted in one motion unless removed from the Consent Calendar by Council, staff, or the public.)*

### **1.A Waive Full Text Reading of All Ordinances on the Agenda**

Reference: Kristen Steinke, City Attorney

Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only.

### **1.B City of Lemon Grove Payment Demands**

Reference: Joseph Ware, Finance Director

Recommendation: Ratify Demands

### **1.C Approval of City Council Meeting Minutes**

Reference: Audrey Malone, City Clerk

Recommendation: Approval of City Council Meeting Minutes, meetings of December 21, 2021, January 18, 2022 and February 1, 2022.

- 1.D Accept the McKnight Drive Drainage Project as Complete (Contract No. 2021-12)  
Reference: Ed Walton, Contract City Engineer  
Recommendation: Adopt a resolution accepting the McKnight Drive Drainage Project as Complete.

**Public Hearing(s):**

2. Minor Use Permit No. MUP-210-0002 Car Wash Appeal  
Reference: Bill Chopyk, Interim Community Development Manager  
Recommendation: Hold a public hearing, make findings under LGMC 17.28.052, and adopt a resolution either granting the appeal (which would deny the project) or denying the appeal (which would approve the project).
3. Public Hearing to Consider Conditional Use Permit Application CUP-200-0001, A Request to Establish a Medical Marijuana Dispensary at 8280 Broadway in the Heavy Commercial Zone  
Reference: Bill Chopyk, Interim Community Development Manager  
Recommendation: 1) Conduct the public hearing; 2) Receive Public Comment; and 3) Adopt a Resolution conditionally approving Conditional Use Permit CUP-200-0001, to establish a medical marijuana dispensary (MMD) at 8280 Broadway in the Heavy Commercial (HC) Zone pursuant to Municipal Code Chapter 17.32.

**Report(s) to Council:**

4. Five-Year Agreement with the County of San Diego and the San Diego County Sheriff  
Reference: Lydia Romero, City Manager  
Recommendation: Adopt resolution approving a five-year agreement with the County of San Diego (County) and the San Diego Sheriff for law enforcement services.

**City Council Reports on Meetings Attended at the Expense of the City**

*(GC 53232.3 (d)) (53232.3. (d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)*

**City Manager Report**

**Continued Item from April 5, 2022 City Council Meeting**

Closed Session:

- a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code § 54956.9(a) Name of Case: Project for Open Government vs. City of Lemon Grove; and Does 1 through 100 Case No.: 37-2022-00010862-CU-MC-CTL)

**Adjournment**

AFFIDAVIT OF NOTIFICATION AND POSTING  
STATE OF CALIFORNIA    )  
COUNTY OF SAN DIEGO  ) SS  
CITY OF LEMON GROVE    )

I, Audrey Malone, City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours, before the hour of 6:00 p.m. on April 14, 2022 to the members of the governing agency, and caused the agenda to be posted on the City's website at [www.lemongrove.ca.gov](http://www.lemongrove.ca.gov) and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Audrey Malone  
Audrey Malone, City Clerk

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (619) 825-3800 or email [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov). A full agenda is available for public review at City Hall.

**CITY COUNCIL FY 2021-2022 PRIORITIES**

Lemon Grove City Council Priorities FY 21-22			
Priority Category	Strategy	Budget Impact	Target Completion Dates
PUBLIC STREETS & SIDEWALKS	<b>Priority: Increase Street Repair and Maintenance</b>		
	Update Pavement Management Program	\$75,000	Winter 22
	Schedule Street Maintenance / Repair Workshop	\$0 (Staff time)	Summer 21
	Evaluate and treat residential neighborhood streets in poor condition	Up to \$250,000 per year dedicated to 0-25 PCI streets	Ongoing
	<b>Priority: Focus on City Beautification and Attractiveness Efforts</b>		
	Continue to address trash and cleanliness issues citywide	\$0 (Staff time twice per week currently) More personnel could accommodate a higher frequency.	Ongoing
	Identify trash incentive opportunities		Summer 21
	Continue yearly bulk item and recycling drop off events	\$0 with payments by participants. If we increase the bulk item drop off, conceivably it could also pay for itself.	Ongoing
	<b>Priority: Focus on Sidewalk Repair and Connections</b>		
	Prepare City-Wide Sidewalk Master Plan	\$75,000 (high estimate for a contractor to walk the streets, assessment and quantity sidewalks then prepare a report of our current conditions and assess how to get to the next better walkability model)	Summer/Fall 21
PUBLIC STREETS & SIDEWALKS	<b>Priority: Emphasis on Neighborhood Traffic Safety</b>		
	Expand Neighborhood Safety Programs to facilitate traffic control devices and traffic calming		Winter 21
HOMELESSNESS	<b>Priority: Focus on Homeless Solutions</b>		
	Continue to participate in regional meetings, especially in the East County Homeless Task Force (ECHTF)		Ongoing
	Consider recommendations from the ECHTF	Unknown. The cost to maintain a regional low barrier shelter is currently being explored. It is heavily dependent on the County to put forth the initial capital cost to build and the east county cities would contribute to annual maintenance costs and cost for a contractor (non-profit) to manage.	Staff to bring to Council to consider as part of the regional discussions
	1) Increase year round beds		
	2) Increase permanent supportive housing		
	3) Sustain the ECHTF with funds		
Continue to participate in regional meetings, especially with the East County cities exploring regional solutions	\$0	Ongoing	
Continue HomeStart Program for homeless outreach	Grant funded	Ongoing	
COMMUNITY LIFE	<b>Priority: Examine Increasing Community Events</b>		
	Explore partnership with local community groups for a City parade and other community events		Ongoing
	<b>Priority: Increase City Communication Efforts</b>		
	Create a PIO position - part time	\$35,000 - \$45,000	Summer 21
	Increase communication with residents on City programs using current city platforms	Unknown at this time	Summer 21
	Bring City Newsletter (The Zest) back	\$5,000 to \$7,000	Summer 21
	<b>Priority: Increase Public Art</b>		
	Encourage the development of public art	\$0	Ongoing
	<b>Priority: Increase Park and Open Space</b>		
	Work with community group for additional community gardens		Ongoing
Partner with School District to explore community use of school fields - Expand current joint use agreement		Ongoing	
Explore additional Park and/or any open space		Ongoing	
DIVERSIFY CITY REVENUE & ECONOMIC DEVELOPMENT	<b>Priority: Explore Diversification of New Revenue</b>		
	Explore Sales Tax (TUT) Measure	\$35,000 est,	Staff to bring a plan for Council to consider
	Explore more grant opportunities		Ongoing
	<b>Priority: Increase Economic Development Activity</b>		
	Create Economic Development Plan	\$50,000	Fall/Winter 21/22
DIVERSIFY CITY REVENUE & ECONOMIC DEVELOPMENT	<b>Priority: Create a Budget Review Committee</b>		
	Utilize Community Advisory Commission as a budget review committee		Fall/Winter 21/22
PUBLIC SAFETY / LAW ENFORCEMENT	<b>Priority: Address Traffic and Speeding by Law Enforcement</b>		
	Explore adding a part-time traffic deputy	\$90,000-\$100,000	Summer 21
	Work with Sheriff's to address street racing		Ongoing
PUBLIC SAFETY / LAW ENFORCEMENT	Evaluate Animal Control contract for other service options		Summer/Fall 21
	<b>Priority: Conduct Facilitated Team Building for the City Council</b>		Summer 21



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.A  
**Meeting Date:** April 19, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Kristen Steinke, City Attorney  
**Item Title:** **Waive the Full Text Reading of all Ordinances**

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**Summary:** Waive the full text reading of all ordinances included in this agenda. Ordinances shall be introduced and adopted by title only.

### Environmental Review:

- Not subject to review  Negative Declaration  
 Categorical Exemption, Section |  Mitigated Negative Declaration

**Fiscal Impact:** None.

**Public Notification:** None.



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.B  
**Meeting Date:** April 19, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Joseph Ware, Finance Manager;  
[jware@lemongrove.ca.gov](mailto:jware@lemongrove.ca.gov)  
**Item Title:** **City of Lemon Grove Payment Demands**

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**Recommended Action:** Ratify Demands.

**Environmental Review:**

- Not subject to review  Negative Declaration  
 Categorical Exemption, Section |  Mitigated Negative Declaration

**Fiscal Impact:** None.

**Public Notification:** None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Joseph Ware, Finance Manager

For Council Meeting: 04/19/22

ACH/AP Checks 03/25/22-04/07/22

524,274.70

Payroll - 04/05/22

130,109.36

**Total Demands**

**654,384.06**

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	32522	Sedgwick Claims Management Services, Inc.	03/25/2022	Workers Comp Settlement	52,000.00	52,000.00
ACH	Mar9-Mar22 22	Calpers Supplemental Income 457 Plan	03/25/2022	457 Plan 3/9/22-3/22/22	8,053.33	8,053.33
ACH	Mar22 22	US Treasury	03/29/2022	Federal Taxes 3/22/22	22,183.34	22,183.34
ACH	Mar22	Wage Works	03/31/2022	FSA Reimbursement - Mar'22	2,649.80	2,649.80
ACH	Mar22	Sedgwick Claims Management Services, Inc.	04/04/2022	CLG Workers Comp Claims - Mar'22	3,517.95	3,517.95
ACH	Apr05 22	Employment Development Department	04/06/2022	State Taxes 4/5/22	7,872.51	7,872.51
ACH	1347485 1/23/22-2/22/22 2/23/22-3/22/22 82119501 2/11/2022 2/1/2022 2/11/2022 2/19/2022 2/1/2022 1/30/2022 2/18/2022 2/1/2022 1/28/2022 2/7/2022 2/4/2022 8000876464 9898722233 9899435508 9899435509 Fire-9899980008 CB 031322 REF 020722 REF 021022	Wells Fargo	04/06/2022	APA - Membership/Carrasco AT&T - Backup City Hall Internet- 1/23/22-2/22/22 AT&T - Backup City Hall Internet- 2/23/22-3/22/22 Corelogic - Realquest Graphics Package - Jan22 Cox - Calsense Modem Line: 2259 Washington 2/11/22-3/10/22 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 2/1/22-2/28/22 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 2/9/22-3/8/22 Cox - Phone/PW Yard/2873 Skyline- 2/19/22-3/18/22 Cox - Phone/City Hall 2/1/22-2/28/22 Cox - Internet/Comm Ctr- 1/30/22-2/28/22 Cox - Copy Room Fax Line- 2/18/22-3/17/22 Cox - MainPhone/Fire 2/1/22-2/28/22 Cox - City Hall Fire Alarm 1/27/22-2/26/22 Cox - PEG Circuit Svc- 2/7/22-3/6/22 Cox - Phone/Internet/Rec Ctr/3131 School Ln- 2/4/22-3/3/22 Shredit - Shredding Service 1/20/22 Verizon - Modems - Cardiac Monitors - 1/4/22-2/3/22 Verizon - City Phone Charges- 1/13/22-2/12/22 Verizon - PW Tablets- 1/13/22-2/12/22 Verizon - MDC Engine Tablets- 1/21/22-2/20/22 Wells Fargo - Cash Back Award Stmt 3/13/22 Refund/Wells Fargo - Charge/Bank Fee Refund/Wells Fargo - Charge/Bank Fee	275.00 85.60 85.60 300.00 26.87 27.32 80.39 212.02 829.44 110.39 4.12 479.14 91.76 159.80 338.74 88.83 42.22 189.44 141.36 351.96 -246.94 -39.00 -126.01	3,508.05
ACH	13038212	LEAF	04/07/2022	Ricoh C3502 Copier System-PW Yard - Mar'22	138.27	138.27
ACH	Refill 4/6/22	Pitney Bowes Global Financial Services LLC	04/07/2022	Postage Usage 4/6/22	250.00	250.00
ACH	701957	Aflac	04/07/2022	AFLAC Insurance 4/6/22	1,803.86	1,803.86
ACH	Apr 2022	Pers Health	04/07/2022	Pers Health Insurance - Apr22	48,417.42	48,417.42
ACH	Mar23-Apr5 22	Calpers Supplemental Income 457 Plan	04/07/2022	457 Plan 3/23/22-4/5/22	8,045.57	8,045.57
15539	AbsolutelyElect	Absolutely Electric Inc	03/30/2022	Refund/Absolutely Electric Inc/Incorrect Plan Check Fee B22-0042	734.18	734.18
15540	7421 7492 7525	Aguirre & Associates	03/30/2022	Canton/Drexel Dedication - Nov'21 O Bonita St TMO-000-065 Map Check - Jan'22 Lemon Ave St Dedication - Feb'22	367.50 540.00 272.50	1,180.00
15541	01-6248804	AppleOne Employment Services	03/30/2022	Temp Replacement/Exec Asst 3/14-3/19/22	870.57	870.57
15542	12067923	Aztec Fire & Safety, Inc.	03/30/2022	Annual Svc & Inspection/Portable Fire Ext/Fire Alarm Sys/CommCtr	1,256.22	1,256.22
15543	282082 Feb22 282083 Feb22 282084 Feb22 282087 Feb22 282088 Feb22 282089 Feb22 282090 Feb22 282091 Feb22 282092 Feb22 282093 Feb22 282094 Feb22	Burke, William, & Sorensen, LLP	03/30/2022	08250-0001 General Feb'22 08250-0002 Code Enf Feb'22 08250-0003 Feb'22 08250-0008 Feb'22 08250-0010 Feb'22 08250-0011 Feb'22 08250-0012.001 Feb'22 08250-0012.002 Feb'22 08250-0002.001 Feb'22 08250-0011.002 Feb'22 08250-0011.003 Feb'22	14,906.80 66.40 49.80 6,493.90 182.60 49.80 547.80 99.60 249.00 1,112.20 1,045.80	24,803.70
15544	0000016100	City of El Cajon	03/30/2022	HFTA Fees - QTR 3 FY21/22	4,306.00	4,306.00

15545	2812 2817 2871 2898 2915 2916	Clark Telecom & Electric Inc.	03/30/2022	Street Light Dig-Alert Markouts- Sep'21 Street Light Repairs- Sep'21 Street Light Dig-Alert Markouts- Nov'21 Street Light Repairs- Oct'21 Street Light Dig-Alert Markouts- Jan'22 Street Light Repairs- Jan'22	1,693.90 2,119.27 636.31 5,034.88 524.44 7,988.15	17,996.95
15546	3537	Complete Paperless Solutions, LLC	03/30/2022	Laserfiche Annual Renewal - FY23	3,630.00	3,630.00
15547	7072 7072 7113 7121 7122 7128 7139	D- Max Engineering Inc	03/30/2022	7946 Broadway Kelvin Inspections 12/1/21-12/31/21 7946 Broadway Kelvin Inspections 1/1/22-1/31/22 6694 San Miguel Review 2/24/22-3/7/22 7946 Broadway Kelvin Inspections 2/1/22-2/28/22 8016 Broadway Inspections 2/1/22-2/28/22 Vista Azul Inspections 2/1/22-2/28/22 D-Max Stormwater Prof Svcs 2/1/22-2/28/22	175.42 303.43 804.00 390.78 219.51 467.78 8,911.83	11,272.75
15548	0122.02.1014	Dexter Wilson Engineering, Inc.	03/30/2022	Rate Study Assistance- Jan'22	585.00	585.00
15549	3/21-24/22	Esgil Corporation	03/30/2022	75% Building Fees- 3/21/22-3/24/22	7,167.67	7,167.67
15550	Mar-22	Fidelity Security Life Insurance Company	03/30/2022	Vision Insurance -Mar22	259.87	259.87
15551	9237972857	Grainger Inc	03/30/2022	Exhaust Fan Motor/Restroom - City Hall	146.63	146.63
15552	AR012001	Grossmont Union High School District	03/30/2022	Business Cards	25.50	25.50
15553	HS-5607-0015	Home Start, Inc.	03/30/2022	LG Homeless Outreach - Feb'22	8,603.32	8,603.32
15554	202202	Lemon Grove Car Wash, Inc.	03/30/2022	Oil Change - LGPW#07 '14 Ford F550 Patch Truck - 2/23/22	71.86	71.86
15555	2587	Prestige Doors Inc	03/30/2022	Repair Exit Doors/Replace Exit Device Lever - Rec Ctr Gym	904.91	904.91
15556	154830PS 154958PS	SCA of CA, LLC	03/30/2022	Street Sweeping/Parking Lot - Jan'22 Street Sweeping/Parking Lot - Feb'22	6,428.55 6,428.55	12,857.10
15557	Pr#300000471644	SDG&E	03/30/2022	City Pedestal Relocation Fee - 8119 Broadway/Proj 300000471644	840.00	840.00
15558	5088	Spring Valley Lawn Mower Shop	03/30/2022	Face Safety Cover/Trimmer Line/Rewind Spring - PW/Streets	89.22	89.22
15559	13233	T-Man Traffic Supply	03/30/2022	Sign Supplies - Streets	104.55	104.55
15560	220220391	Underground Service Alert/SC	03/30/2022	51 New Ticket Charges	94.15	94.15
15561	STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022 STMT 2/22/2022	US Bank Corporate Payment Systems	03/30/2022	Batteries/Tire Cleaner/Stove Replacement Parts Station Supplies Job Posting/Comm Dev Mgr Credit/Lodging/PARMA Conf/James - 2/27/22-3/2/22 Hold Down Kit/Reflector Tape - LGPW#29 '06 Dump Truck Lodging/Meals/Park & Rec Conf/Gonzalez & Torres 2/10/22-2/11/22 Nitrile Gloves Fuel Replace Toilet Pressure Tank/Restroom - Courtyard IIMC Membership/Malone Zoom Subscription - Online Mtgs City Clerk Training Virtual Time App - City Mtgs Oil Change/Adjust Valves/Spark Plugs - LGPW#32 GapVax Diesel Exhaust Fluid	422.12 147.12 467.78 -279.63 85.77 166.46 75.40 115.03 192.49 215.00 93.99 100.00 19.99 490.93 64.65	2,377.10
15562	01-6252801	AppleOne Employment Services	04/06/2022	Temp Replacement/Exec Asst 3/20/22-3/26/22	665.73	665.73
15563	17944439	AT&T	04/06/2022	Fire Backup Phone Line- 2/22/22-3/21/22	43.44	43.44
15564	5656917076	AutoZone, Inc.	04/06/2022	Steering Wheel Covers - PW Fleet Supply	31.55	31.55
15565	14421	Balestreri, Potocki & Holmes	04/06/2022	Legal Svcs: File 1019-224 - thru 2/28/22	1,360.50	1,360.50
15566	Apr2022	Benefit Coordinators Corporation (BCC)	04/06/2022	LTD Insurance - Apr'22 Life Insurance - Apr'22	639.68 550.80	1,190.48
15567	1000324558 1000325208 1000326800	City of San Diego	04/06/2022	Fuel Services-PW: Feb'22 Fuel Services-PW: Jan'22 Supplemental Fuel Services-PW: Mar'22	2,654.44 44.28 4,806.25	7,504.97
15568	0488825	Conway Shield	04/06/2022	Helmet Shields	106.48	106.48
15569	Att:MarlaGraham	County of Orange - Sheriff's Department	04/06/2022	Bicycle Patrol Training Course/Sheriff 2nd Regis-3/30/22-4/1/22	55.00	55.00
15570	2022029797	DOI/BLM	04/06/2022	Incident Response Pocket Guide/Interagency Stds for Fire & FireAv	148.15	148.15
15571	0322229905	Domestic Uniform Rental	04/06/2022	Shop Towels & Safety Mats 3/22/22	41.00	41.00
15572	3/28-31/22	Esgil Corporation	04/06/2022	75% Building Fees- 3/28/22-3/31/22	5,590.94	5,590.94



15573	SS000226829	Hawthorne Machinery Co	04/06/2022	Equip Repair - CAT Skidsteer- Repair Fuel System	1,211.79	1,211.79
15574	4/5/22	ICMA	04/06/2022	ICMA Deferred Compensation Pay Period Ending 4/5/22	780.77	780.77
15575	1127	On Duty Health, PLLC	04/06/2022	Standard NFPA-1582 Annual Firefighter Fitness Assessmts	10,501.00	10,501.00
15576	10438-02	PAL General Engineering, Inc.	04/06/2022	FY21 Street Rehab Proj #2021-15 2/21/22-3/23/22	196,657.69	196,657.69
15577	PD-50626	Plumbers Depot Inc	04/06/2022	Sewer Camera- Replace Accupoint Locator/Nozzle	2,949.12	2,949.12
15578	22401098	Public Risk Innovation Solutions & Management	04/06/2022	Employee Assistance Program - Apr-Jun 22	304.50	304.50
15579	INV00049002	RapidScale Inc.	04/06/2022	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 3/31/22-4/29/22	4,385.78	4,385.78
15580	3/23/2022 3/23/2022 3/23/2022 Feb22	SDG&E	04/06/2022	3225 Olive- 2/23/22-3/23/22 3500 1/2 Main- 2/23/22-3/23/22 3601 1/2 LGA-2/23/22-3/23/22 Gas & Electric 1/22/22-2/22/22	168.68 188.62 43.21 25,333.36	25,733.87
15581	117497803-001	SiteOne Landscape Supply, LLC	04/06/2022	Straw Wattle Roll & Stakes	367.52	367.52
15582	123973058-0001	Sunbelt Rentals Inc.	04/06/2022	Propane	11.31	11.31
15583	37054 38504	Superior Smog and Tune LLC	04/06/2022	Smog Test - LGPW#01 '12 Ford F350 Dump Truck Replace EGR Sensor/Fuel Filter/Smog Test- LGPW#17 '99 Ford F350	61.75 603.99	665.74
15584	13046 13235	T-Man Traffic Supply	04/06/2022	Speed Limit Signs/Crosswalk Signs/Sign Supplies - Streets No Left Turn Signs - Streets	2,145.04 170.46	2,315.50
15585	CINV-018763	Trusaic	04/06/2022	2022 ACA Basic Plus Svcs - Initial Deposit	1,500.00	1,500.00
15586	394599100010	USI Education and Government Sales	04/06/2022	Laminate Pouches for Regulatory Licenses	21.54	21.54
15587	73197766	Vulcan Materials Company	04/06/2022	Asphalt/SS1H 4.5 Gallon Bucket	210.76	210.76
15588	80778379	Waxie Sanitary Supply	04/06/2022	Janitorial Supplies	1,302.22	1,302.22
					524,274.70	524,274.70



**MINUTES OF THE REGULAR MEETING  
OF THE LEMON GROVE CITY COUNCIL  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945  
TUESDAY, DECEMBER 21, 2021 at 6 PM**

*The City Council also sits as the Lemon Grove Housing Authority,  
Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board,  
and Lemon Grove Successor Agency.*

**Call To Order:**

Mayor Vasquez called the Regular City Council Meeting to order at 5:05 pm

**Present:**

Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza (arrives at 5:13 pm), Councilmember Liana LeBaron, and Councilmember George Gastil  
Absent: None.

**Staff Members Present:**

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Noah Alvey, Community Development Manager, Steve Swaney, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, and Audrey Malone, City Clerk.

**Pledge of Allegiance:**

Led by Councilmember Gastil.

**Changes to the Agenda:**

None.

**Closed Session:**

- a. Conference with Legal Counsel – Anticipated Litigation Per Complaint Submitted Against City/Contract Employee(s) (Government Code Section 54956.9(d)(2))

Mike James, Assistant City Manager / Public Works Director adjourns meeting into closed session at 5:10 pm.

Councilmember LeBaron, City Manager, Lydia Romero and Kristen Steinke, City Attorney are recused from closed session.

Meeting is reconvened at 5:54 pm, Mr. James advises that there is not reportable action.

Mayor Vasquez calls a recess at 5:54 pm, meeting is reconvened at 6:02 pm.

**Public Comment:**

Email Submitted:

- Becky Rapp

In-Person:

- Richard Gold
- John Wood
- Nghia Nguyen
- Mary
- Penny Martinez
- Jessyka Heredia

- Roslinda Legge
- Shawn Farson
- Tanya Harris
- Chris Williams

Mayor Vasquez calls a recess at 6:32 pm, meeting is reconvened at 6:42 pm.

**Consent Calendar:**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda
- 1.B City of Lemon Grove Payment Demands
- 1.C Recognized Obligation Payment Schedule July 1, 2022 – June 30, 2023
- 1.D National Prescription Opioid Litigation Settlement (USDC Case No. 1:17-CV-2804)

**Action:** Motion by Mayor Pro Tem Jones, second by Councilmember Mendoza to approve the Consent Calendar Items 1.A – 1.D.

**The motion passed by the following vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil.  
**Noes:** LeBaron.

**Report(s) to Council:**

- 2. Award an Agreement for the Five-Year Sanitation District Rate Study (Contract No. 2021-18) to Harris & Associates, Inc.

Reported presented by Mike James, Assitant City Manager / Public Works Director.

**Public Comment:**

Email Submitted: None.  
In-Person: None.

Mayor Vasquez calls a recess at 7:09 pm, meeting is reconvened at 7:19 pm.

**Motion:** Adopt a resolution awarding an agreement with Harris & Associates to perform the Five-Year Sanitation District Rate Study (Contract No. 2021-18).

**Action:** Motioned by Mayor Pro Tem Jones and second by Councilmember Gastil.

**The motion passed by the following roll call vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil.  
**Noes:** LeBaron.

- 3. Second Amended Employment Agreement - City Manager

Report presented by Kristen Steinke, City Attorney.

**Public Comment:**

Email Submitted: None.  
In-Person:

- Penny Martinez
- Jessyka Heredia

Mayor Vasquez calls a recess at 7:45 pm, meeting is reconvened at 7:55 pm.

**Motion:** Adopt a resolution authorizing the Mayor to sign Second Amended Employment Agreement with City Manager Lydia Romero.

**Action:** Motioned by Mayor Pro Tem Jones and second by Councilmember Mendoza.

**The motion passed by the following roll call vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil.

**Noes:** LeBaron.

#### 4. Mayor Pro Tem Rotation for Calendar

Report presented by Lydia Romero, City Manager.

**Public Comment:**

Email Submitted: None.

In-Person: None.

**Motion:** Approve Mayor Pro Tem Jerry Jones to continue serving as Mayor Pro Tem for the period of December 21, 2021 through December 20, 2022.

**Action:** Motioned by Councilmember Gastil and second by Councilmember Mendoza.

**The motion passed by the following roll call vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil.

**Noes:** LeBaron.

Mayor Vasquez calls a recess at 8:04 pm, meeting is reconvened at 8:12 pm.

Mayor Pro Tem Jones exits at 8:13pm.

**Adjournment:**

After reconvening the meeting, Mayor Vasquez adjourns the meeting due to continued meeting disruptions at 8:17 pm.

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Audrey Malone  
City Clerk

**MINUTES OF THE REGULAR MEETING  
OF THE LEMON GROVE CITY COUNCIL  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945  
TUESDAY, January 18, 2022 at 6 PM**

*The City Council also sits as the Lemon Grove Housing Authority,  
Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board,  
and Lemon Grove Successor Agency.*

**Call To Order:**

Mayor Vasquez called the Regular City Council Meeting to order at 6:05 pm

**Present:**

Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron, and Councilmember George Gastil (arrives at 6:42 pm).  
Absent: None.

**Staff Members Present:**

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Steve Swaney, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, and Audrey Malone, City Clerk.

**Pledge of Allegiance:**

Led by Mayor Pro Tem Jones.

**Changes to the Agenda:**

None.

**Public Comment:**

Email Submitted:

- Barbara Gordon
- Diane Grace
- Judi Strang
- Kelly McCormick

In-Person:

- Teresa Rosiak-Proffit
- Tanya Harris
- Chris Williams
- Sergio Padilla
- Mic Thomas
- Jacquelyn Clark
- Paul Fine
- Jessyka Heredia
- John Wood
- Sarah Ditges
- Tim Lewis

Mayor Vasquez calls a recess at 6:22 pm, meeting is reconvened at 6:27pm.

Mayor Vasquez calls a second recess at 6:37 pm, meeting is reconvened at 6:43pm.

**Consent Calendar:**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda
- 1.B City of Lemon Grove Payment Demands
- 1.C Accept the Public Works Yard Wall Replacement Project as Complete (Contract No. 2021-20)
- 1.D Accept the Berry Street Park Walking Path Extension Project as Complete (Contract No. 2021-21)

**Action:** Motion by Mayor Pro Tem Jones, second by Councilmember Mendoza to approve the Consent Calendar Items 1.A – 1.D.

**The motion passed by the following vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil.

**Noes:** LeBaron.

**Report(s) to Council:**

- 2. Approve a Memorandum of Understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising

Report presented by Mike James, Assitant City Manager / Public Works Director.

**Public Comment:**

Email Submitted:

- Jeremy Ogul

In-Person:

- Jacquelyn Clark
- Jessyka Heredia
- John Wood

**Motion:** Adopt a resolution approving a memorandum of understanding with San Diego Metropolitan Transit System for Bus Shelter and Bench Advertising.

**Action:** Motioned by Mayor Pro Tem Jones and second by Councilmember Gastil.

**The motion passed by the following roll call vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil.

**Noes:** LeBaron.

- 3. Award an Agreement with Rick Engineering Company to Design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24)

Report presented by Mike James, Assitant City Manager / Public Works Director.

**Public Comment:**

Email Submitted: None.

In-Person:

- Penny Martinez
- Jessyka Heredia

Mayor Vasquez calls a recess at 8:03 pm, meeting is reconvened at 8:10 pm.

**Motion:** Adopt a resolution awarding an agreement with Rick Engineering Company to design the Fiscal Year 2020-2021 and Fiscal Year 2021-2022 Sewer Replacement and Maintenance Project (Contract No. 2021-24).

**Action:** Motioned by Mayor Pro Tem Jones and second by Councilmember Mendoza.

**The motion passed by the following roll call vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil.

**Noes:** LeBaron.

#### 4. Appointment of City Council Member to Committees, Commissions, and Boards

Report presented by Mayor Racquel Vasquez.

**Public Comment:**

Email Submitted: None.

In-Person: None.

**Motion:** Ratify the Mayor's Committees, Commissions and Boards assignments for City Council Members.

**Action:** Motioned by Councilmember Gastil and second by Councilmember Mendoza.

**The motion passed by the following roll call vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil.

**Noes:** LeBaron.

#### **City Council Reports on Meetings Attended at the Expense of the City**

Councilmember Mendoza:

- DRI Consulting Team Building Meeting
- SANDAG Transportation Committee Meeting
- LG Clergy Association Meeting
- Heartland Fire Training Authority Meeting
- LG Food Distribution

Councilmember LeBaron:

- LG Toy Drive
- LG Lion's Club Clean-up

Councilmember Gastil:

- SANDAG Committee Meeting

Mayor Pro Tem Jones:

- DRI Consulting Team Building Meeting

Mayor Vasquez:

- CAL-OES Meeting
- SANDAG Executive Committee Meeting
- SANDAG Board of Directors Meeting
- League of California African American CAUCUS Meeting
- LG Food Distribution



- Meeting with Director of SANDAG

**City Manager Report:** No Report.

**Closed Session:**

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code § 54956.9(a) Name of Case: City of Lemon Grove v. NV5, Inc. et al. (SDSC Case No.: 37-2020-00022512-CU-CO-CTL)

Kristen Steinke, City Attorney, adjourns meeting into closed session at 9:48 pm.

Mrs. Steinke reconvenes meeting from closed session at 10:33 pm with no reportable action.

**Adjournment:**

There being no further business to come before the Council Mayor Vasquez adjourns the meeting at 10:33 pm.

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Audrey Malone  
City Clerk

**MINUTES OF THE REGULAR MEETING  
OF THE LEMON GROVE CITY COUNCIL  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945  
TUESDAY, February 1, 2022 at 6 PM**

*The City Council also sits as the Lemon Grove Housing Authority,  
Lemon Grove Sanitation District Board, Lemon Grove Roadway Lighting District Board,  
and Lemon Grove Successor Agency.*

**Call To Order:**

Mayor Vasquez called the Regular City Council Meeting to order at 6:03 pm

**Present:**

Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, and Councilmember Liana LeBaron.

Absent: Councilmember George Gastil.

**Staff Members Present:**

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Mike James, Assistant City Manager/Public Works Director, Steve Swaney, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, and Audrey Malone, City Clerk.

**Changes to the Agenda:**

Councilmember LeBaron request to pull Item 1.B – Payment Demands from the Consent Calendar. No second, motion fails.

**Presentation:**

2-1-1 San Diego, Meg Storer, Chief of Staff and Luis Monteagudo, Jr., Vice President of Community Relations

**Pledge of Allegiance:**

Led by Mayor Pro Tem Jones.

**Public Comment:**

Email Submitted:

- Denise Dupee
- Rebecca Rapp

In-Person:

- Paul Shanahan
- Teresa Rosiak-Proffit
- Victor Vega
- Tanya Harris
- Jessyka Heredia

**Consent Calendar:**

1.A Waive Full Text Reading of All Ordinances on the Agenda

1.B City of Lemon Grove Payment Demands

**Action:** Motion by Mayor Pro Tem Jones, second by Councilmember Mendoza to approve the Consent Calendar Items 1.A – 1.B.

**The motion passed by the following vote:**

**Ayes:** Vasquez, Jones, Mendoza.

**Noes:** LeBaron.

**Absent:** Gastil.

Mayor Vasquez calls a recess at 6:49 pm and immediately reconvenes the meeting at 6:49 pm.

**City Council Reports on Meetings Attended at the Expense of the City**

Councilmember LeBaron: No report on meetings attended at the expense of the City.

Councilmember Mendoza:

- Little League Clean-Up
- Heartland Fire Communications Facility Meeting
- Intergovernmental Round-Table – Homelessness

Mayor Pro Tem Jones: No report on meetings attended at the expense of the City.

Mayor Vasquez:

- League of California African American CAUCUS Meeting
- SANDAG Audit Committee Meeting
- SANDAG Board of Directors Meeting
- Meeting with USDC Chancellor – communities have access to education at the University
- CAL-OES Meeting
- California Mayor’s Coalition Meeting

**City Manager Report:** No Report.

**Closed Session:**

a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION Government Code § 54956.9(a) Name of Case: City of Lemon Grove v. NV5, Inc. et al. (SDSC Case No.: 37-2020-00022512-CU-CO-CTL)

Kristen Steinke, City Attorney, adjourns meeting into closed session at 6:58 pm.

Mayor Vasquez reconvenes meeting from closed session at 8:36 pm. Mrs. Steinke reports out of closed session, no reportable action.

**Adjournment:**

There being no further business to come before the Council, Mayor Vasquez adjourns the meeting at 8:36 pm to the next regularly scheduled City Council meeting, Tuesday, February 15, 2022 at 6 pm.

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Audrey Malone  
City Clerk



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1. D  
**Meeting Date:** April 19, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** Public Works Department  
**Staff Contact:** Ed Walton, Contract City Engineer;  
[ewalton@lemongrove.ca.gov](mailto:ewalton@lemongrove.ca.gov)  
**Item Title:** **Accept the McKnight Drive Drainage Project as Complete  
(Contract No. 2021-12)**

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**Recommended Action:** Adopt a resolution (**Attachment A**) accepting the McKnight Drive Drainage Project as complete (Contract No. 2021-12).

**Summary:** The City Council awarded the McKnight Drive Drainage Project to PAL General Engineering, Inc. on April 6, 2021 not to exceed a total project budget of \$354,000. The project consisted of installation of a storm drain system along Mt. Vernon and McKnight Drive to include a reinforced concrete pipe (RCP), catch basins, clean-outs, inlets, headwalls, and rip rap. Staff completed its final inspection of the improvements and determined that the work was completed per the contract specifications. The total cost of the project was \$330,825.34. The unspent balance of \$23,174.66 will be returned to the general fund.

**Discussion:** On April 6, 2021, PAL General Engineering, Inc. was awarded the McKnight Drive Drainage Project (Contract No. 2021-12) with a total construction contract amount of \$237,140. The project included an additional \$35,000 for inspection services, \$23,000 for materials testing and a \$58,860 contingency for a total project budget of \$354,000.

Three construction change orders were required to complete the project:

1. Removal and replacement of a concrete driveway to accommodate an 18" RCP at a cost of \$3,887;
2. Installation of an asphalt dike, spillway and fence at a cost of \$26,685; and
3. Added work for a concrete driveway apron and RCP protection at a cost of \$9,003.84.

The change orders increased the construction contract amount \$39,575.84 for a total construction contract amount of \$276,715.84. Inspection services for the project were performed by the City's contract inspector, Infrastructure Engineering Corporation (IEC). The project required more staffing time than originally anticipated. More attention to the field crew work was required in order to assure proper construction techniques, public safety measures and limited impacts to the surrounding neighborhood. The total inspection portion of the project equaled \$43,634.50. Materials Testing for the project was performed by Atlas Technical Consultants, LLC. The total materials testing portion of the project equaled \$10,475. The total final project cost equaled \$330,825.34.

Between April and June 2021, staff worked with the contractor to obtain all contract and submittal documents required before construction activity can begin. A Notice to Proceed for the project was issued to the contractor on June 28, 2021. Significant project delays included contractor mobilization and workload, construction crew staffing shortages due to COVID, changes to the design in the field due to unanticipated sewer lines, rain and the scheduling of all final work and inspections.



Completed portion along Mt. Vernon

On January 6, 2022, staff completed the final inspection of the improvements and determined the work was completed per the contract specifications (139 days).

Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting the work as complete, authorize the City Manager or her designee to file a Notice of Completion with the County of San Diego Records Office, and authorize staff to release the retention no sooner than thirty (30) days after the Notice of Completion has been filed.

**Environmental Review:**

- Not subject to review                       Negative Declaration  
 Categorical Exemption, Section |                       Mitigated Negative Declaration

**Fiscal Impact:** Funding for this project was budgeted in the current fiscal year from Account Number 01-50-11-7135 (General Fund Reserve).

**Public Notification:** None.

**Staff Recommendation:** Adopt a resolution (**Attachment A**) accepting the McKnight Drive Drainage Project as complete (Contract No. 2021-12).

**Attachment:**  
**Attachment A – Resolution**

**RESOLUTION NO. 2022 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, ACCEPTING THE MCKNIGHT DRIVE DRAINAGE PROJECT AS COMPLETE (CONTRACT NO. 2021-12)**

**WHEREAS**, on April 6, 2021, the City Council awarded the McKnight Drive Drainage Project to PAL General Engineering, Inc. (Contract No. 2021-12); and

**WHEREAS**, the contract bid amount was established at \$237,140; and

**WHEREAS**, the project budget include \$35,000 for inspection services, \$23,000 for materials testing and a \$58,860 contingency for a total project budget of \$354,000; and

**WHEREAS**, three construction change orders increased the contract amount \$39,575.84 for a total construction contract amount of \$276,715.84; and

**WHEREAS**, the cost for inspection services was \$43,634.50 and the cost for materials testing was \$10,475; and

**WHEREAS**, the final project cost was \$330,825.34; and

**WHEREAS**, the final project cost was allocated for this project from the General Fund; and

**WHEREAS**, on January 6, 2022, PAL General Engineering, Inc. completed the scope of work as defined by the original contract and changes in the field; and

**WHEREAS**, City staff inspected all of the improvements and determined that PAL General Engineering, Inc. fulfilled its contractual obligations.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California hereby:

1. Accepts the work for the McKnight Drive Drainage Project as complete (Contract No. 2021-12); and

2. Authorizes the City Manager or her designee to file a notice of completion with the County of San Diego; and
3. Authorizes city staff to release the retention no sooner than thirty (30) days after the notice of completion is filed.

***PASSED AND ADOPTED*** on April 19, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***





# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 2.  
**Meeting Date:** April 19, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** Community Development Department  
**Staff Contact:** Bill Chopyk, Interim Community Development Manager;  
[bchopyk@lemongrove.ca.gov](mailto:bchopyk@lemongrove.ca.gov)  
**Item Title:** **Minor Use Permit No. MUP-210-0002 Car Wash Appeal**

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**Recommended Action:** Adopt a resolution (**Attachment B or C**) either approving or denying an appeal of the Planning Commission (PC) decision to approve Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway in the General Commercial (GC) zone.

**Summary:** On December 21, 2021, a Notice of Decision was published that the Community Development Manager (CDM) intends to deny MUP-210-0002. Decisions of the CDM on use permit applications may be appealed under Section 17.28.020 I. of the Lemon Grove Municipal Code (LGMC). Under the powers and duties of the Planning Commission (LGMC 2.36.070), the Planning Commission shall be the initial appeal body for all appealable staff decisions. On January 3, 2022, an appeal of the CDM Decision was filed by the applicant, Neil Capin, Jr. (Applicant).

On February 28, 2022, the PC adopted Resolution No. 2022-001 (**Attachment A**) granting the Applicant's appeal of the CDM decision and approving the car wash project. Pursuant to LGMC 2.36.070, the City Council shall hear appeals from Planning Commission decisions.

On March 8, 2022, an appeal of the PC decision was filed by Katie Dexter (Appellant) stating: "Use is inconsistent with Lemon Grove General Plan and is not compatible with the neighborhood or community. I feel it will injure immediate neighbors. Doesn't belong on perimeter of residential neighborhood. Also feel decision was made based on undue influence by Councilmember LeBaron and supporters at that meeting." The Appellant informed staff she is unable to attend the City Council hearing on the appeal as she is in Wisconsin for a few months. However, she gave her consent to proceed with the public hearing on her appeal without her presence.

**Required Findings:** The following findings must be made to approve (or deny) a Minor Use Permit (LGMC 17.28.052):

1. The *use* is compatible with the neighborhood or the community;
2. The *use* is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity;
3. The *use* complies with performance standards according to Section [17.24.080](#);
4. The *use* is consistent with the applicable provisions of the particular zoning district and with the policies and standards of the *general plan*.

The performance standards of Section [17.24.080](#) include the following:

1. Noise. All noises shall be limited so that they do not exceed the ambient noise level by more than five dBA or exceed seventy dBA during daytime operations. All noises shall comply with the Noise Abatement and Control Ordinance, LGMC Chapter [9.24](#).
2. Glare. Bright or flashing lights or reflections shall not be visible off the premises and shall be shielded and positioned to contain light to the site. All lighted signs shall be subject to citywide sign regulations, LGMC Chapter [18.12](#).
3. Traffic Circulation. New development must demonstrate that it will not substantially increase traffic.
4. Vibrations. No detectable vibrations shall be permitted off the development site.
5. Fire, Explosion, and Hazardous Materials. Burning waste materials in open fires is prohibited. Operations that involve storage, use, or transport of flammable or explosive materials or gases, or other hazardous materials shall be provided with adequate safety devices against the hazard of fire and explosion, and adequate firefighting and spill containment equipment and supplies standard in industry, as approved by the Fire Department. Such operations must be conducted in a manner which meets with the approval of the Fire Chief and complies with LGMC Chapter [18.44](#) (Water Efficient Landscape Ordinance) and the regulations of any other government agency with jurisdiction.
6. Airborne Emissions. No use shall exceed the maximum permissible emissions standards established by the San Diego County Air Pollution Control District.
7. Liquid and Solid Wastes. No discharge shall be permitted of any materials of such nature as can contaminate any water supply, interfere with bacterial processes in sewage treatment, or otherwise cause the emission of dangerous or offensive elements into any public sewer, private sewage disposal system, stream, or ground.
8. Electrical Disturbance. No activities shall be permitted that emit electrical disturbance affecting the operation at any point of any equipment other than that of the creator of such disturbance, according to the standards of the Federal Communications Commission, as amended.

9. Radioactivity. No activities shall be permitted which utilize fissionable or radioactive material if their use results at any time in the release or emission of any fissionable or radioactive material into the atmosphere, the ground, or sewage systems, according to the standards of the Federal Nuclear Regulatory Commission, as amended.

**Discussion:** The property at 7431 Broadway was previously used for retail commercial, including, among other things, taco shops and a music studio. After these retail businesses left, the property became abandoned and neglected. An illegal cannabis dispensary was established for a short period of time where code enforcement action was taken to vacate the dispensary. The property is currently vacant, fenced and in disrepair. The new owner of the property applied for a Minor Use Permit (MUP) to demolish the existing buildings and construct a new drive-through car wash.

After thorough review of MUP-210-0002, the CDM intended to deny the MUP. However, the applicant appealed the CDM decision. Staff had made the following findings to deny the MUP-210-0002:

1. **The use is incompatible with the neighborhood.** The land uses surrounding the subject site include residential structures that are accessed from Pacific Ave. and immediately south of the subject site. The closest residential structure is approximately 15 feet from the southerly property line of the proposed car wash site. The proximity of the drive-through to nearby residential structures and the potential for cars to create disturbing, excessive or offensive noise, car exhaust from idling engines, and stacking of vehicles causing congestion will result in the use being incompatible with the surrounding neighborhood and the community.
2. **The use is detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity.** The proposed car wash will be detrimental to the general welfare of persons residing in nearby residential structures because their close proximity to the car wash and potential noise impacts from cars accessing the site and creating disturbing, excessive or offensive noise, car exhaust from idling engines and stacking of vehicles, causing discomfort or annoyance in accordance with Lemon Grove Municipal Code Section 9.24.160.
3. **The use does not comply with performance standards according to Section 17.24.080.** The applicant submitted a noise study (Eilar Associates, Inc. April 28, 2021) confirming the proposed use complies or will be made to comply with applicable performance standards; however, cars utilizing the car wash may generate noise that exceeds the ambient noise level by more than five decibels or exceed 70 decibels during daytime operations. The applicant submitted an updated noise study by Eilar Associates, Inc. dated January 14, 2022 (Attachment B) that

includes an analysis of noise generated from stacked idling vehicles. Although the noise study concludes that noise impacts from the proposed on-site equipment and idling vehicles are not expected to exceed City of Lemon Grove property line noise limits at surrounding property lines, staff remains concerned about noise exceeding 50 dB on adjacent residences from the car wash equipment, and stacked cars revving their engines and playing loud music (not addressed in the 1/14/22 Eilar noise study). The car wash is expected to generate 150-200 vehicle trips per day which would not significantly impact the traffic level of service on Broadway. However, turning movements are limited by one-way in and one-way out due to the raised median on Broadway, and a tight right-hand turn to enter the vehicle stacking area.

4. **The use is inconsistent with applicable provisions of the particular zoning district and with policies and standards of the general plan.** Policy 5.5 of the General Plan states. “Promote development that enhances and is compatible with the surrounding environs.” The proposed use will generate disturbing, excessive or offensive noise from cars, fumes from idling engines, and congestion which will result in the use being incompatible with the surrounding residential environs.

Furthermore, staff recommended that the Applicant hold a community meeting to gauge the community reaction to a car wash next to a residential neighborhood. The Applicant declined to hold a community meeting.

In support of the Applicant’s appeal to the PC of the CDM’s decision, the Applicant provided a response letter including 3 support letters (2 unsigned) and 34 postcards supporting the proposed car wash (**Attachment D**). The project site plan, building elevations and landscaping plan are included in **Attachment E**.

At the February 28, 2022 PC appeal hearing, the PC overturned the CDM decision; granted the applicant’s appeal; approved MUP-210-0002 subject to conditions that (a) anti-graffiti paint shall be applied to the 12-foot high sound wall and (b) additional trees shall be planted in the rear yard between the car wash structure and the adjacent residential uses to the south; and made the following findings in Resolution No. 2022-001 (**Attachment A**):

1. The use is compatible with the neighborhood or the community. The car wash is compatible with the land uses surrounding the subject site including commercial uses and structures on Broadway, and residential uses and structures that are accessed from Pacific Avenue south of the subject site.
2. The use is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. The proposed car wash will not be detrimental to the general welfare of persons residing in nearby residential

structures because the proposed car wash construction and 12-foot tall sound wall will attenuate sound to acceptable noise level standards in accordance with Lemon Grove Municipal Code Chapter 9.24: Noise Abatement and Control.

3. The use complies with performance standards according to Lemon Grove Municipal Code Section 17.24.080 as there are no dangerous or objectionable effects from the proposed car wash activity.
4. The use is consistent with applicable provisions of the particular zoning district and with policies and standards of the general plan. Policy 5.5 of the General Plan states: “Promote development that enhances and is compatible with the surrounding environs.” The proposed car wash design minimizes disturbing, excessive or offensive effects with the surrounding environs.
5. The Minor Use Permit is categorically exempt from the environmental review requirements under the California Environmental Quality Act Guidelines under Section 15332, Infill Development.

**Environmental Review:**

- Not subject to review  Negative Declaration  
 Categorical Exemption, Sections 15301 and 15332  Mitigated Negative Declaration

**Fiscal Impact: None**

**Public Notification:** The Notice of Public Hearing for this item was mailed to all property owners within 500 feet of the subject property. The City of Lemon Grove received no comments in response to the Notice of Public Hearing at the time this staff report was prepared. At the time of the public hearing, staff will provide the City Council with any comments received after the date this staff report was prepared.

**Staff Recommendation:** Hold a public hearing, make findings under LGMC 17.28.052, and adopt a resolution (**Attachment B or C**) either granting the appeal (which would deny the project) or denying the appeal (which would approve the project).

**Attachments:**

- Attachment A – Planning Commission Resolution No. 2022-001
- Attachment B – Draft City Council Resolution granting the appeal and denying MUP-210-0002
- Attachment C – Draft City Council Resolution denying the appeal and approving MUP-210-0002
- Attachment D – 3 support letters and 34 postcards
- Attachment E – Project Site Plan, Elevations, Landscaping Plan, Colors & Materials
- Attachment F – Appeal Application filed by Katie Dexter

# **Attachment A**

(Signed PC Resolution No. 2022-001)

**RESOLUTION NO. 2022-001**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LEMON GROVE GRANTING AN APPEAL OF THE COMMUNITY DEVELOPMENT MANAGER (CDM) DECISION TO DENY MINOR USE PERMIT MUP-210-0002 TO CONSTRUCT AND OPERATE A CAR WASH AT 7431 BROADWAY IN THE GENERAL COMMERCIAL (GC) ZONE AND APPROVING MUP-210-0002**

**WHEREAS**, the applicant, Neil Capin, Jr., filed an application for a Minor Use Permit (MUP-210-0001) on February 10, 2021, a request to construct and operate a car wash at 7431 Broadway, Lemon Grove, California; and

**WHEREAS**, the subject property is located in the General Commercial (GC) zoning district and has a General Plan Land Use designation of Retail Commercial; and

**WHEREAS**, the GC zone allows for “Vehicle Service/Maintenance” which includes car washing services with an approval of a Minor Use Permit; and

**WHEREAS**, a Notice of Decision of the Community Development Manager of the City of Lemon Grove Denying Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway, Lemon Grove, California was published on December 21, 2021; and

**WHEREAS**, Staff decisions on use permit applications may be appealed under Section 17.28.020 I. of the Lemon Grove Municipal Code (LGMC); and

**WHEREAS**, the Applicant filed an appeal of the CDM Decision on January 3, 2022; and

**WHEREAS**, a Notice of Public Hearing was published in the February 18, 2022 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property; and

**WHEREAS**, under the powers and duties of the Planning Commission (LGMC Section 2.36.070), the Planning Commission shall be the initial appeal body for all appealable staff decisions; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing and received public testimony on February 28, 2022.



***NOW, THEREFORE, BE IT RESOLVED*** that the Planning Commission of the City of Lemon Grove, California hereby grants the Applicant’s appeal of the CDM decision to Deny Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway based on the following findings:

1. The use is compatible with the neighborhood or the community. The car wash is compatible with the land uses surrounding the subject site including commercial uses and structures on Broadway, and residential uses and structures that are accessed from Pacific Avenue south of the subject site.

2. The use is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. The proposed car wash will not be detrimental to the general welfare of persons residing in nearby residential structures because the proposed car wash construction and 12-foot tall sound wall will attenuate sound to acceptable noise level standards in accordance with Lemon Grove Municipal Code Chapter 9.24: Noise Abatement and Control.

3. The use complies with performance standards according to Lemon Grove Municipal Code Section 17.24.080 as there are no dangerous or objectionable effects from the proposed car wash activity.

4. The use is consistent with applicable provisions of the particular zoning district and with policies and standards of the general plan. Policy 5.5 of the General Plan states: “Promote development that enhances and is compatible with the surrounding environs.” The proposed car wash design minimizes disturbing, excessive or offensive effects with the surrounding environs.

5. The Minor Use Permit is categorically exempt from the environmental review requirements under the California Environmental Quality Act Guidelines under Section 15332, Infill Development.

***NOW, THEREFORE, BE IT FURTHER RESOLVED*** that the Planning Commission of the City of Lemon Grove, California hereby approves Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway subject to the following conditions of approval:

1. Anti-graffiti paint shall be applied to the 12-foot high sound wall; and
2. Additional trees shall be planted in the rear yard between the car wash structure and the adjacent residential uses to the south.

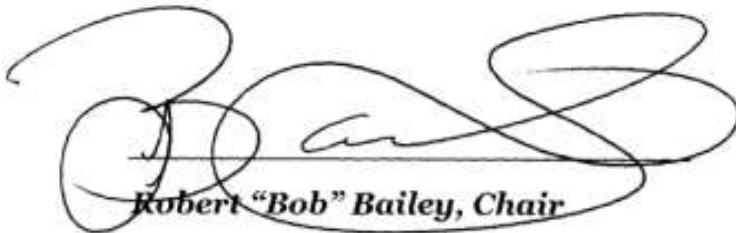
**PASSED AND ADOPTED** on February 28, 2022, the Planning Commission of the City of Lemon Grove, California, adopted Resolution No. 2022-001, passed by the following vote:

**AYES: BAILEY, EVANS, SMITH, BROWNE, JACOBS**

**NOES: NONE.**

**ABSENT: NONE.**

**ABSTAIN: NONE.**



Robert "Bob" Bailey, Chair

**Attest:**



**Audrey Malone, Planning Commission Clerk**

**Approved as to Form:**



**Elizabeth Mitchell, Planning Commission Attorney**

## Attachment B

### RESOLUTION NO. 2022- \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE GRANTING AN APPEAL OF THE PLANNING COMMISSION DECISION TO APPROVE MINOR USE PERMIT MUP-210-0002 TO CONSTRUCT AND OPERATE A CAR WASH AT 7431 BROADWAY IN THE GENERAL COMMERCIAL (GC) ZONE AND DENYING MUP-210-0002**

**WHEREAS**, the applicant, Neil Capin, Jr., filed an application for a Minor Use Permit (MUP-210-0001) on February 10, 2021, a request to construct and operate a car wash at 7431 Broadway, Lemon Grove, California; and

**WHEREAS**, the subject property is located in the General Commercial (GC) zoning district and has a General Plan Land Use designation of Retail Commercial; and

**WHEREAS**, the GC zone allows for “Vehicle Service/Maintenance” which includes car washing services with an approval of a Minor Use Permit; and

**WHEREAS**, a Notice of Decision of the Community Development Manager of the City of Lemon Grove Denying Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway, Lemon Grove, California was published on December 21, 2021; and

**WHEREAS**, Staff decisions on use permit applications may be appealed under Section 17.28.020 I. of the Lemon Grove Municipal Code (LGMC); and

**WHEREAS**, the Applicant filed an appeal of the CDM Decision on January 3, 2022; and

**WHEREAS**, under the powers and duties of the Planning Commission (LGMC Section 2.36.070), the Planning Commission shall be the initial appeal body for all appealable staff decisions; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing and received public testimony on February 28, 2022; and

**WHEREAS**, the city council shall hear appeals from planning commission decisions pursuant to LGMC Section 2.36.070; and

**WHEREAS**, on February 28, 2022 the Planning Commission adopted Resolution No. 2022-001 granting the Applicant's appeal of the CDM decision to deny MUP-210-0002 to construct and operate a car wash at 7431 Broadway and approving MUP-210-0002 subject to specified conditions; and

**WHEREAS**, the Appellant, Katie Dexter, filed an Appeal of the Planning Commission Decision on March 8, 2022; and

**WHEREAS**, a Notice of Public Hearing was mailed to all property owners within 500 feet of the subject property at least ten days prior to the City Council appeal hearing; and

**WHEREAS**, on April 19, 2022, the City Council held a public hearing and received and considered all evidence submitted at or before the hearing.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California hereby grants the Appellant's appeal of the Planning Commission decision and denies Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway. This denial is based on the following findings:

1. The use is incompatible with the neighborhood or the community. The land uses surrounding the subject site include residential structures that are accessed from Pacific Ave. and immediately south of the subject site. The closest residential structure is approximately 15 feet from the southerly property line of the proposed car wash site. The proximity of the drive-through to nearby residential structures and the potential for cars to create disturbing, excessive or offensive noise, car exhaust from idling engines, and stacking of vehicles causing congestion will result in the use being incompatible with the surrounding neighborhood and the community.

2. The use is detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. The proposed car wash will be detrimental to the general welfare of persons residing in nearby residential structures because their close proximity to the car wash and potential noise impacts from cars accessing the site and creating disturbing, excessive or offensive noise, car exhaust from idling engines and

stacking of vehicles, causing discomfort or annoyance in accordance with Lemon Grove Municipal Code Section 9.24.160.

3. The use does not comply with performance standards according to Section 17.24.080. Noise levels would exceed 50 dB on adjacent residences from the car wash equipment, and stacked cars revving their engines and playing loud music. Turning movements are limited by one-way in and one-way out due to the raised median on Broadway, and a tight right-hand turn to enter the vehicle stacking area.

4. The use is inconsistent with applicable provisions of the particular zoning district and with policies and standards of the general plan. Policy 5.5 of the General Plan states. "Promote development that enhances and is compatible with the surrounding environs." The proposed use will generate disturbing, excessive or offensive noise from cars, fumes from idling engines, and congestion which will result in the use being incompatible with the surrounding residential environs.

***PASSED AND ADOPTED*** on April 19, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022- \_\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

---

***Raquel Vasquez, Mayor***

***Attest:***

---

***Audrey Malone, City Clerk***

# Attachment C

## RESOLUTION NO. 2022- \_\_\_\_\_

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE DENYING AN APPEAL OF THE PLANNING COMMISSION DECISION TO APPROVE MINOR USE PERMIT MUP-210-0002 TO CONSTRUCT AND OPERATE A CAR WASH AT 7431 BROADWAY IN THE GENERAL COMMERCIAL (GC) ZONE AND APPROVING MUP-210-0002**

**WHEREAS**, the applicant, Neil Capin, Jr., filed an application for a Minor Use Permit (MUP-210-0001) on February 10, 2021, a request to construct and operate a car wash at 7431 Broadway, Lemon Grove, California; and

**WHEREAS**, the subject property is located in the General Commercial (GC) zoning district and has a General Plan Land Use designation of Retail Commercial; and

**WHEREAS**, the GC zone allows for “Vehicle Service/Maintenance” which includes car washing services with an approval of a Minor Use Permit; and

**WHEREAS**, a Notice of Decision of the Community Development Manager of the City of Lemon Grove Denying Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway, Lemon Grove, California was published on December 21, 2021; and

**WHEREAS**, Staff decisions on use permit applications may be appealed under Section 17.28.020 I. of the Lemon Grove Municipal Code (LGMC); and

**WHEREAS**, the Applicant filed an appeal of the CDM Decision on January 3, 2022; and

**WHEREAS**, under the powers and duties of the Planning Commission (LGMC Section 2.36.070), the Planning Commission shall be the initial appeal body for all appealable staff decisions; and

**WHEREAS**, the Planning Commission held a duly noticed public hearing and received public testimony on February 28, 2022; and

**WHEREAS**, the city council shall hear appeals from planning commission decisions pursuant to LGMC Section 2.36.070; and

**WHEREAS**, on February 28, 2022 the Planning Commission adopted Resolution No. 2022-001 granting the Applicant's appeal of the CDM decision to deny MUP-210-0002 to construct and operate a car wash at 7431 Broadway and approving MUP-210-0002 subject to specified conditions; and

**WHEREAS**, the Appellant, Katie Dexter, filed an Appeal of the Planning Commission Decision on March 8, 2022; and

**WHEREAS**, a Notice of Public Hearing was mailed to all property owners within 500 feet of the subject property at least ten days prior to the City Council appeal hearing; and

**WHEREAS**, on April 19, 2022, the City Council held a public hearing and received and considered all evidence submitted at or before the hearing.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California hereby denies the Appellant's appeal of the Planning Commission decision to approve Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway based on the following findings:

1. The use is compatible with the neighborhood or the community. The car wash is compatible with the land uses surrounding the subject site including commercial uses and structures on Broadway, and residential uses and structures that are accessed from Pacific Avenue south of the subject site.

2. The use is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity. The proposed car wash will not be detrimental to the general welfare of persons residing in nearby residential structures because the proposed car wash construction and 12-foot tall sound wall will attenuate sound to acceptable noise level standards in accordance with Lemon Grove Municipal Code Chapter 9.24: Noise Abatement and Control.

3. The use complies with performance standards according to Lemon Grove Municipal Code Section 17.24.080 as there are no dangerous or objectionable effects from the proposed car wash activity.

4. The use is consistent with applicable provisions of the particular zoning district and with policies and standards of the general plan. Policy 5.5 of the General Plan states:



“Promote development that enhances and is compatible with the surrounding environs.”  
The proposed car wash design minimizes disturbing, excessive or offensive effects with the surrounding environs.

5. The Minor Use Permit is categorically exempt from the environmental review requirements under the California Environmental Quality Act Guidelines under Sections 15301 (Existing Facilities) and/or 15332 (Infill Development).

***NOW, THEREFORE, BE IT FURTHER RESOLVED*** that the City Council of the City of Lemon Grove, California hereby approves Minor Use Permit MUP-210-0002 to construct and operate a car wash at 7431 Broadway subject to the following conditions of approval:

1. Anti-graffiti paint shall be applied to the 12-foot high sound wall; and
2. Additional trees shall be planted in the rear yard between the car wash structure and the adjacent residential uses to the south.

***PASSED AND ADOPTED*** on April 19, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022- \_\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

---

***Raquel Vasquez, Mayor***

***Attest:***

---

***Audrey Malone, City Clerk***

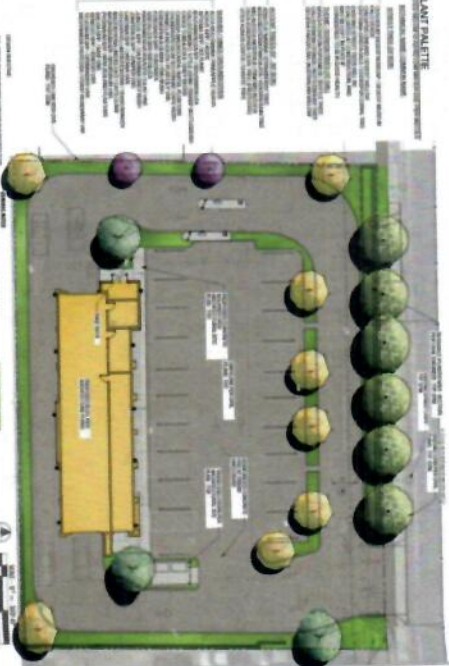


I support 7431 Broadway, please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



PROPOSED PLANT PALETTE



GENERAL NOTES:  
1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO'S PLANTING STANDARDS AND SPECIFICATIONS.  
2. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO'S PLANTING STANDARDS AND SPECIFICATIONS.  
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9. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO'S PLANTING STANDARDS AND SPECIFICATIONS.  
10. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SAN FRANCISCO'S PLANTING STANDARDS AND SPECIFICATIONS.

First Kenny Last Chen

Address 7696 Broadway

City Lemon Grove Zip Code 91945

Phone 619-777-6725

Email kenny@onymoto.com

YES!

I support 7431 Broadway, please  
approve Wash N Go 7431 Broadway as a  
new infill project in our community.

I support \_\_\_\_\_



PROPOSED PLANT PALETTE  
PLANT SPECIFICATIONS

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First Lemongrove Glass

Last \_\_\_\_\_

Address

7457 BROADWAY

City

LEWIS & CLARK

Zip Code

91945

Phone

619-466-3215

Email

fin@lemongroveglass.com

YES!

I support 7431 Broadway, please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_

No more

NO MORE HOUSING

First Lisa

Last Myers

Address

7504 Pacific Ave

City

L.A.

Zip Code

90045

Phone \_\_\_\_\_

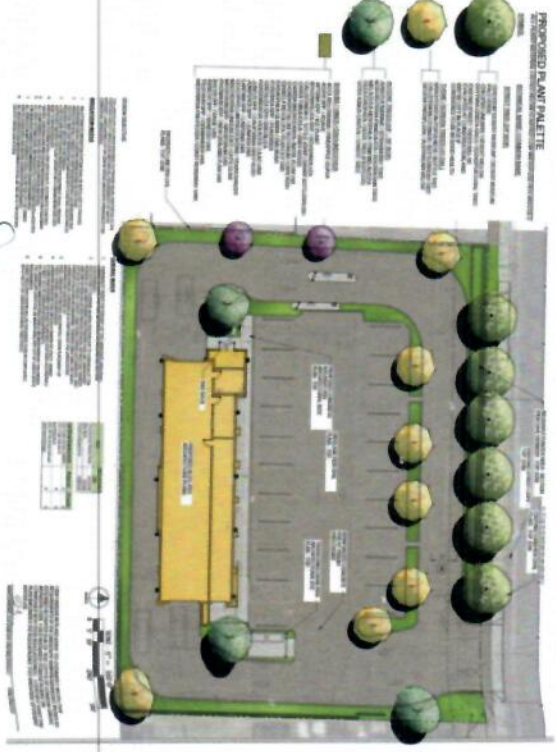
Email \_\_\_\_\_



YES!

I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First Virginia

Last Moss

Address 7433

Pacific Ave

City Wenon

GA

Zip Code

31945

Phone \_\_\_\_\_

Email \_\_\_\_\_

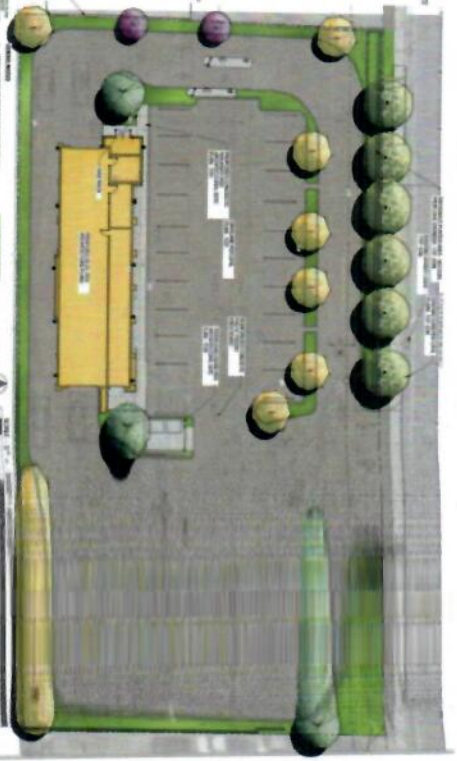
YES!

I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.  
I support *the approval of this project*

PROPOSED PLANT PALETTE



**PROPOSED PLANT PALETTE**  
SUGGESTED PLANT SPECIES  
SUGGESTED PLANT SPECIES  
SUGGESTED PLANT SPECIES



PROPOSED PLANT PALETTE  
SUGGESTED PLANT SPECIES  
SUGGESTED PLANT SPECIES  
SUGGESTED PLANT SPECIES

First *Maureen* Last *Brungerdt*  
Address *7466 Pacific Ave.*  
City *Lemon Grove* Zip Code *91945*  
Phone *(619) 933-1023*  
Email *Mosbizmail@gmail.com*



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First Michael Last Williams

Address 7436 Pacific Ave

City Lomon Grove Zip Code 91945

Phone 619 381 3955

Email carhand@del-c.com





I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First Chloe Smith

Last Smith

Address 2474 Pacific Ave

City Camden Zip Code 20045

Phone 419-285-5501

Email \_\_\_\_\_



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_

PROPOSED PLANT PALETTE

-  **GREEN TREE**  
SPECIES: *Quercus agrifolia*  
HEIGHT: 12-15 FT  
SPREAD: 10-12 FT  
PLACEMENT: Street corners and along sidewalks.
-  **YELLOW-GREEN TREE**  
SPECIES: *Quercus agrifolia*  
HEIGHT: 12-15 FT  
SPREAD: 10-12 FT  
PLACEMENT: Street corners and along sidewalks.
-  **PURPLE TREE**  
SPECIES: *Quercus agrifolia*  
HEIGHT: 12-15 FT  
SPREAD: 10-12 FT  
PLACEMENT: Street corners and along sidewalks.



PLANT	HEIGHT	SPREAD	PLACEMENT
Green Tree	12-15 FT	10-12 FT	Street corners and along sidewalks.
Yellow-Green Tree	12-15 FT	10-12 FT	Street corners and along sidewalks.
Purple Tree	12-15 FT	10-12 FT	Street corners and along sidewalks.

First Ari Last Hernandez

Address 7456 Pacific Ave

City Lemon Grove Zip Code 91945

Phone 619 315-4739

Email Hernandezari@gmail.com

YES!

I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_

PROPOSED PLANT PALETTE



First Raqueal

Last Redd

Address 7424 Pacific Ave Apt 2

City Lemmon Grove

Zip Code 91945

Phone 619-340-9208

Email raquealredd22@gmail.com



I support 7431 Broadway, Please  
approve Wash N Go 7431 Broadway as a  
new infill project in our community.

I support THIS Project



First Kim THAYER Last W

Address 7473 BROADWAY

City LEMON GROVE, Zip Code 95455

Phone 619 464 4131

Email bodyshopsupply@gmail.com



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First OPHEL Last BESSOM

Address 7415 PACIFIC AVE

City LEMON GROVE Zip Code 91945

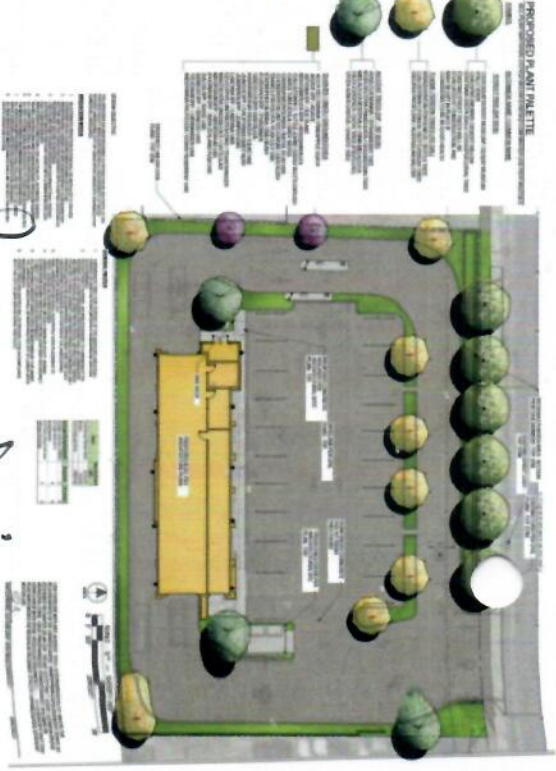
Phone \_\_\_\_\_

Email dana4838@brc.com



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support  
Wash N Go

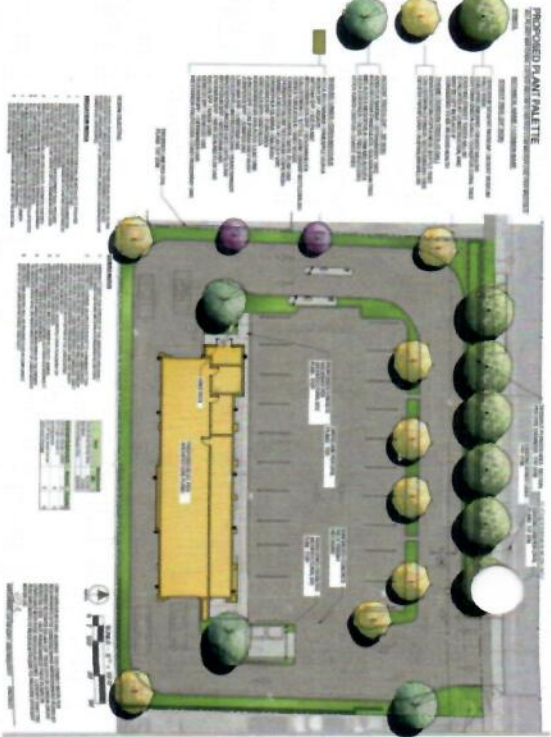


First Barbara Last Bandlin  
Address 3344 Harris St.  
City Ramon Ochoa  
Zip Code 91945  
Phone 619 381 9415  
Email washnsgo@washnsgo.com



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First Christina Vargas

Last \_\_\_\_\_

Address 7379 Broadway #119

City Mountain View

Zip Code 91945

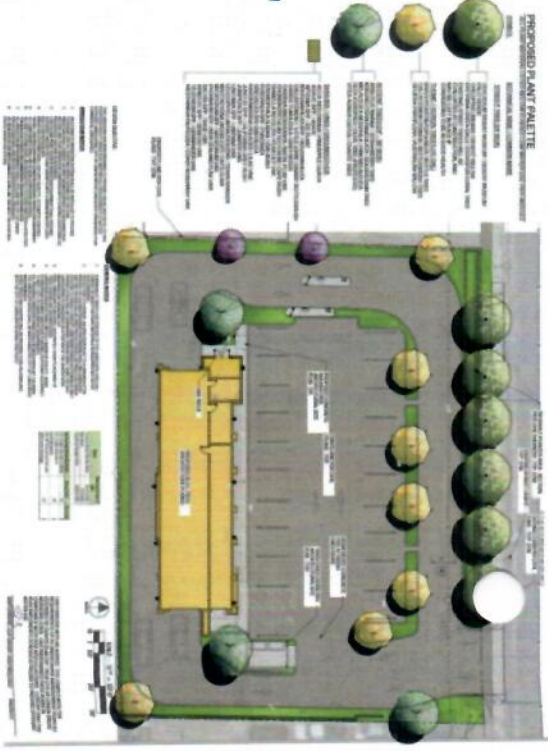
Phone \_\_\_\_\_

Email ChristinaVargas19@gmail.com



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support WASH N GO  
it would love to  
see this company  
in lemon grove!



First Mamie Stovall Last Stovall

Address 7377 Broadway # 115

City Lemon Grove CA Zip Code 91945

Phone 619 760-3449

Email monia5421@yahoo.com





I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support

Wash N Go



PROPOSED PLANT PALETTE



- PLANT 1** - [Symbol]
- PLANT 2** - [Symbol]
- PLANT 3** - [Symbol]

First Teresa

Address 2260 Ravenwood

City Lemon Grove Zip Code 91945

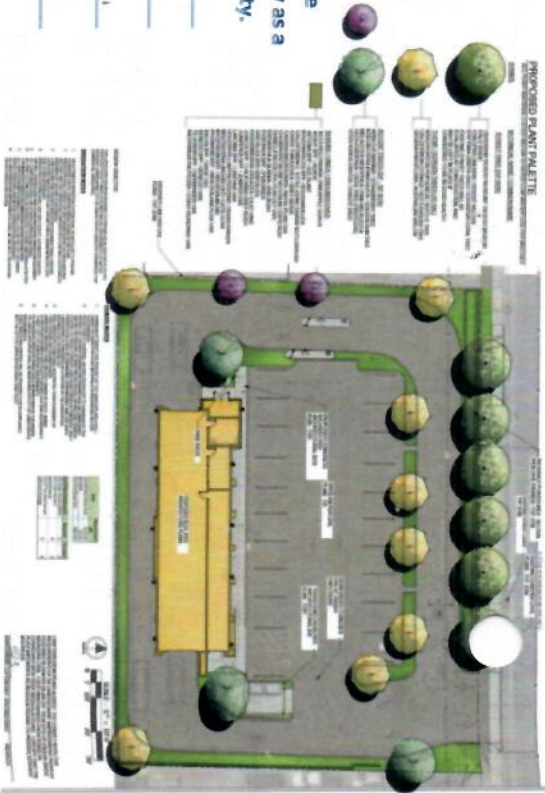
Phone 619-991-1004

Email Teresa.Roside2018@gmail.com

Last Roside Profit



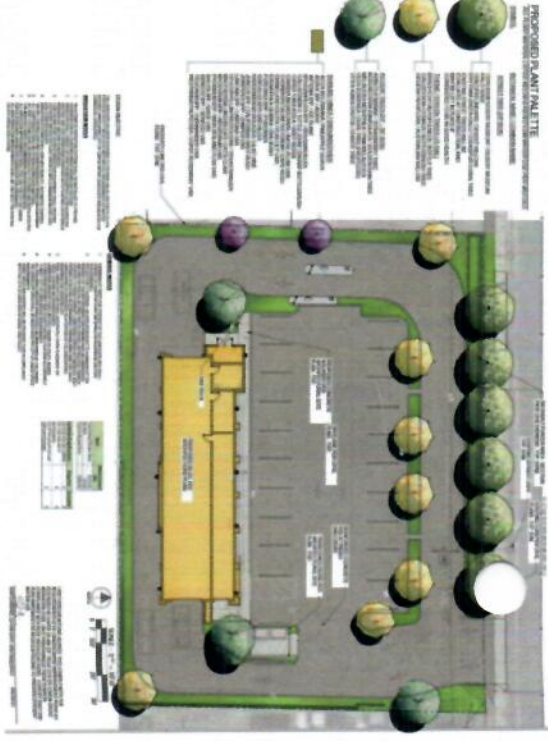
I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.  
 I support Wash



First Suzanne Last Jones  
 Address Business Center  
 City Greeneville Zip Code 91945  
 Phone and resident of VA  
 Email \_\_\_\_\_



I support 7431 Broadway, Please  
 approve Wash N Go 7431 Broadway as a  
 new infill project in our community.  
 I support Wash and Go



First John h. Wood Last \_\_\_\_\_  
 Address 6794 CASTLE DR  
 City LEWIS GROVE Zip Code 91945

Phone \_\_\_\_\_  
 Email \_\_\_\_\_

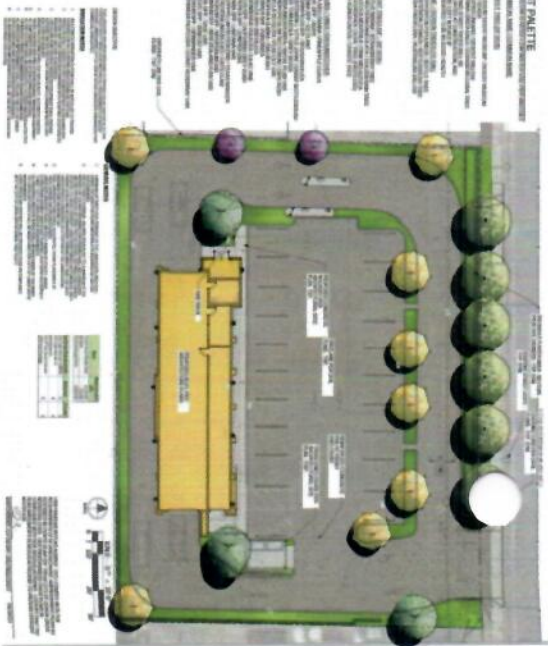


I support 7431 Broadway, please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support

The Wash-N-Go

carwash



First

Stephanie Klein

Last

Klein

Address

7594 Central Ave

City

Leavenworth

Zip Code

91945

Phone

(760) 370-2025

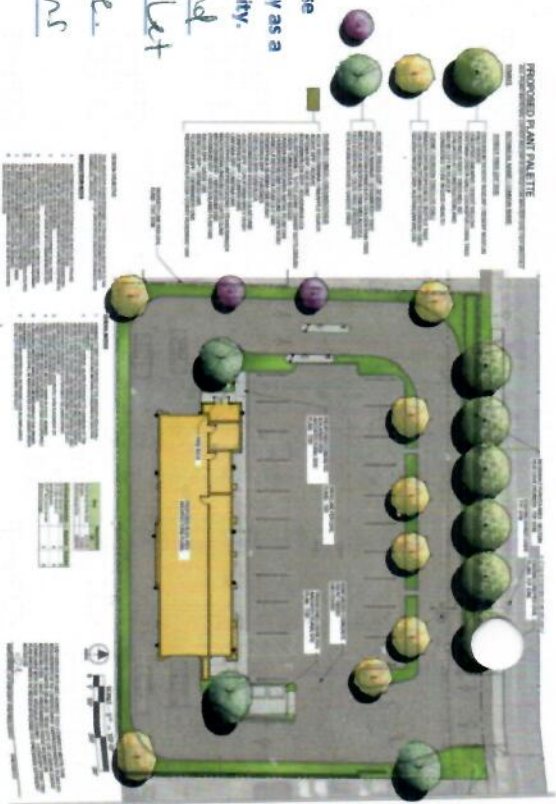
Email

SKleinproperties@gmail.com



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support the project and any new business. Let the market dictate. Not the politicians



First Chris Last Williams

Address 8260 Broadway

City Leman Grove Zip Code 91945

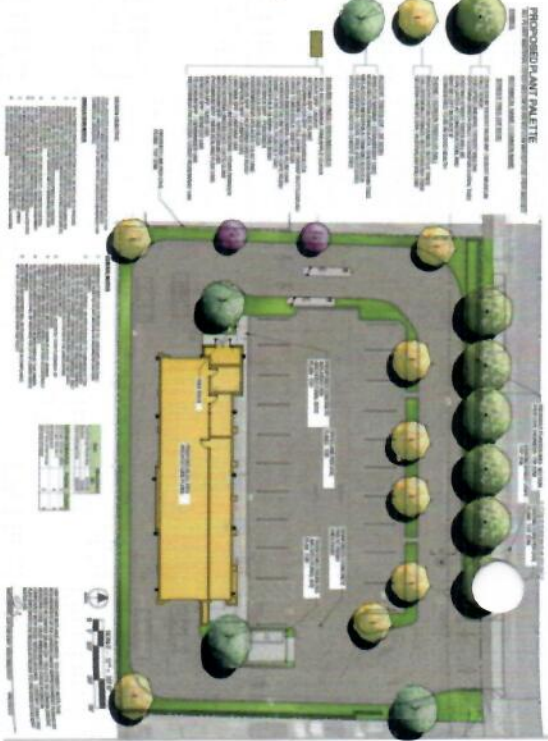
Phone (619) 466 1884

Email les autocardco@gmail.com



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support the  
Wash N Go  
OPENWASH



First Jessica

Last Heredia

Address 3344 Hareis St.

City Comon Grove Zip Code 91945

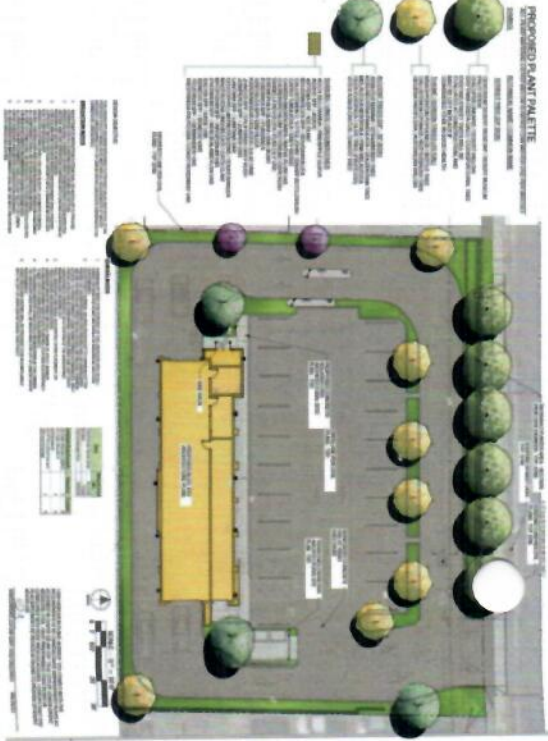
Phone 619 971-4847

Email hereditia@gmail



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support yes



First Dolores Last Hale

Address 3331 Ashford St.

City Wenatchee Zip Code 98945

Phone \_\_\_\_\_

Email \_\_\_\_\_



I support 7431 Broadway, please  
 approve Wash N Go 7431 Broadway as a  
 new infill project in our community.  
 I support the carwash

PROPOSED PLANT PALETTE



- Species 1:** [Small text describing the purple tree]
- Species 2:** [Small text describing the yellow-green tree]
- Species 3:** [Small text describing the green tree]



First Jill Last Mitschke

Address 2858 Cypress Ave

City Lemon Grove Zip Code Ca

Phone 619 278-9785

Email jill.mitschke@gmail.com





I support 7431 Broadway, Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_

WASH-N-GO

CARWASH

First JOSHUA

Last LEEVIN

Address 7514 CENTRAL AVE

City CEMMON GROVE

Zip Code 91945

Phone (619) 884-7579

Email LEMMON@ROVEVETERANSGROUP@BVAAL.COM





I support 7431 Broadway, please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_

\_\_\_\_\_  
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PROPOSED PLANT PALETTE



PLANT PALETTE  
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99. ...  
100. ...



First DAVID

Last ESKLER

Address 8452 MT VERNON ST

City L.G. Zip Code 91945

Phone 619 540 3690

Email \_\_\_\_\_





I support 7431 Broadway, please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support this upcoming project, D.B.



First Daniel

Last Paul

Address 8012 Palm Street

City Lanham MD 20786

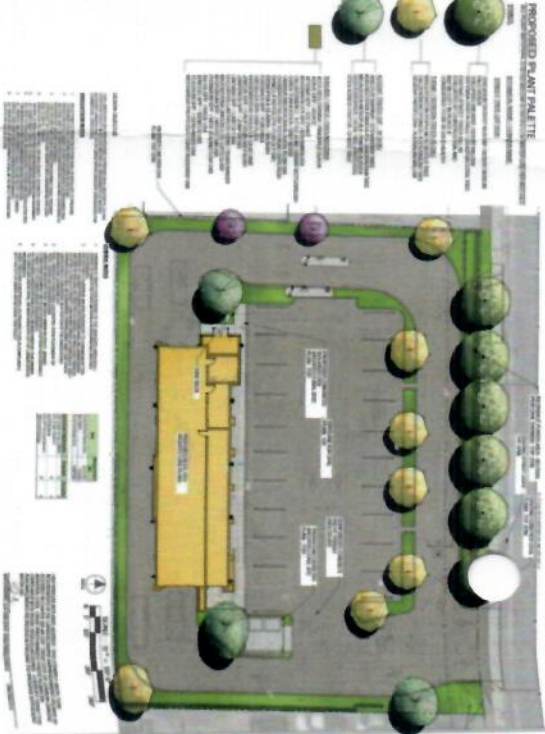
Zip Code 21045

Phone 573 286 1289

Email 714.6041 @gmail.com



I support 7431 Broadway. Please  
 approve Wash N Go 7431 Broadway as a  
 new infill project in our community.  
 I support Wash N Go



First Kathleen Last Mullan

Address 8280 Broadway

City Lenox Ave Zip Code 91945

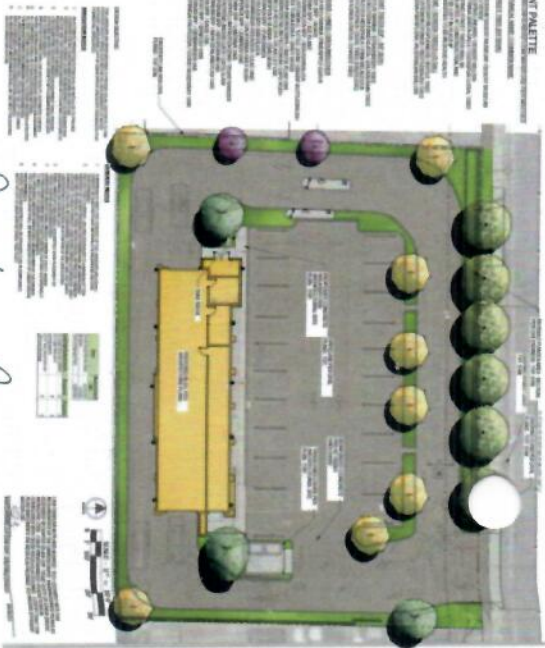
Phone 619 374 3111

Email ✉ Kathleen@XingMedia.com



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support the project and will sign a waiver



First Erin

Last Quetsch

Address 3012 Helen St

City London KY Zip Code 91945

Phone 215 815 3926

Email ersey33@hotmail.com



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First MIRK ~~ESABE~~ Last SAVES

Address 2404 DAYTONA ST

City hemon grove Zip Code 91845

Phone \_\_\_\_\_

Email \_\_\_\_\_



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First Butch

Last \_\_\_\_\_

Address 3316 Harris St # 3

City Windsor State Ga

Zip Code 31945

Phone \_\_\_\_\_

Email \_\_\_\_\_





I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First MIKE WHA Last \_\_\_\_\_

Address 8552 MT Vernon St

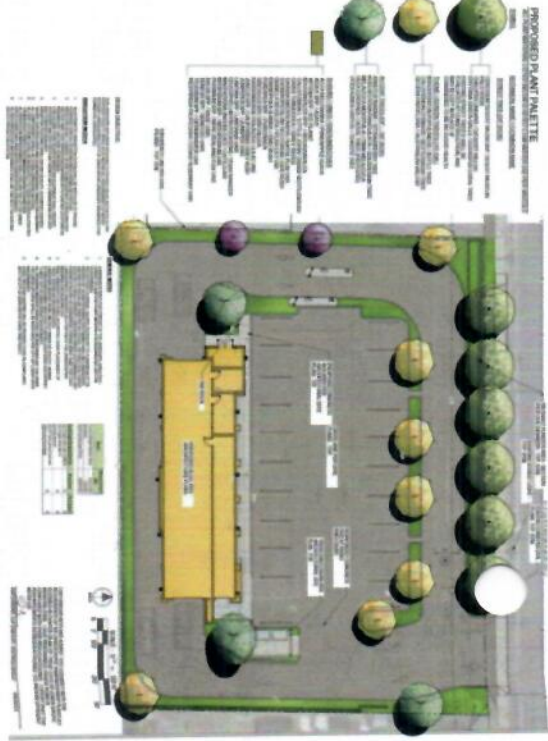
City LG Zip Code 91945

Phone 619 454 31079

Email \_\_\_\_\_



I support 7431 Broadway, Please  
 approve Wash N Go 7431 Broadway as a  
 new infill project in our community.  
 I support WASH AND GO



First DAVID WESGARD Last 7

Address 7407 AYTONA ST.

City LEWIS & CLARK Zip Code 91945

Phone \_\_\_\_\_

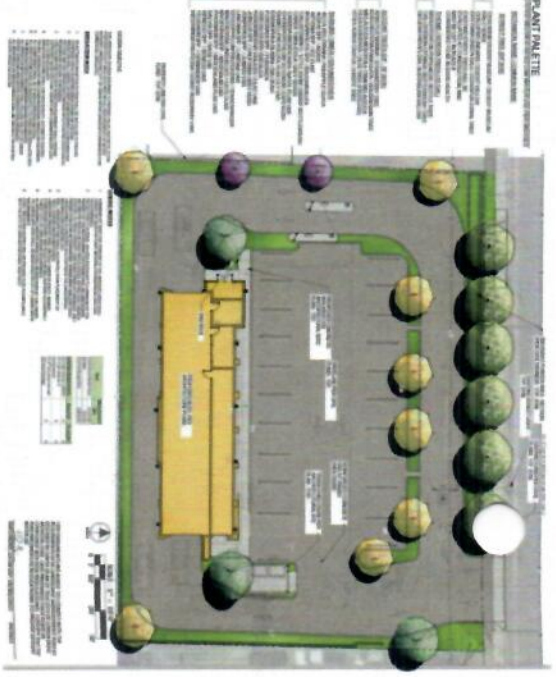
Email \_\_\_\_\_



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support Carissa

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



First Rebecca Last Arredola

Address 3277 Harris St.

City Lansdown Grove Zip Code 91945

Phone \_\_\_\_\_

Email \_\_\_\_\_



I support 7431 Broadway. Please approve Wash N Go 7431 Broadway as a new infill project in our community.

I support \_\_\_\_\_



First Nicette Last Palermo

Address 3253 Harris

City Lenox Grove Zip Code 91945

Phone \_\_\_\_\_

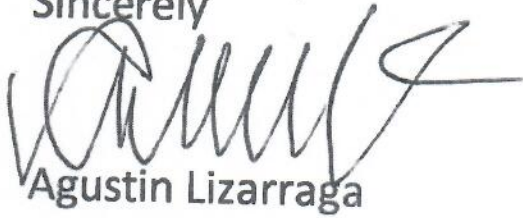
Email \_\_\_\_\_

06/08/21

To Whom It May Concern:

I am in support of the express car wash proposed for 7431 Broadway in Lemon Grove. My property is located on the southern property line of this property at 7436 Pacific Ave.

Sincerely

A handwritten signature in black ink, appearing to read 'Agustin Lizarraga', with a long horizontal flourish extending to the right.

Agustin Lizarraga

619-708-3318

06/08/21

To Whom It May Concern:

I am in support of the express car wash proposed for 7431 Broadway in Lemon Grove. My property is located on the southern property line of this property at 7456 Pacific Ave.

Sincerely

Mark O'connor  
619-203-5507

06/08/21

To Whom It May Concern:

I am in support of the express car wash proposed for 7431 Broadway in Lemon Grove. My property is located on the southern property line of this property at 7448 Pacific Ave.

Sincerely

Ralph Chudy  
619-916-8474

# WASH N' GO PROJECT MATERIALS



ROOF SLOPE IMAGE



NORTH ROOF  
COLOR



SOUTH ROOF  
COLOR



STONE VENEER



IMAGE OF  
COLUMN WRAP



WOOD SIDING



STUCCO COLOR

SEE MATERIAL SPECIFICATIONS ON A3.0

**CIPPARONE**  
CIPPARONE

GENE CIPPARONE - ARCHITECT, INC.  
ARCHITECTURE • PLANNING • INTERIOR DESIGN

PO BOX 602 POWAY, CALIFORNIA 92074  
VOICE: 858.354.0071 EMAIL: GENE@CIPPARONE.COM

CITY OF LEMON GROVE

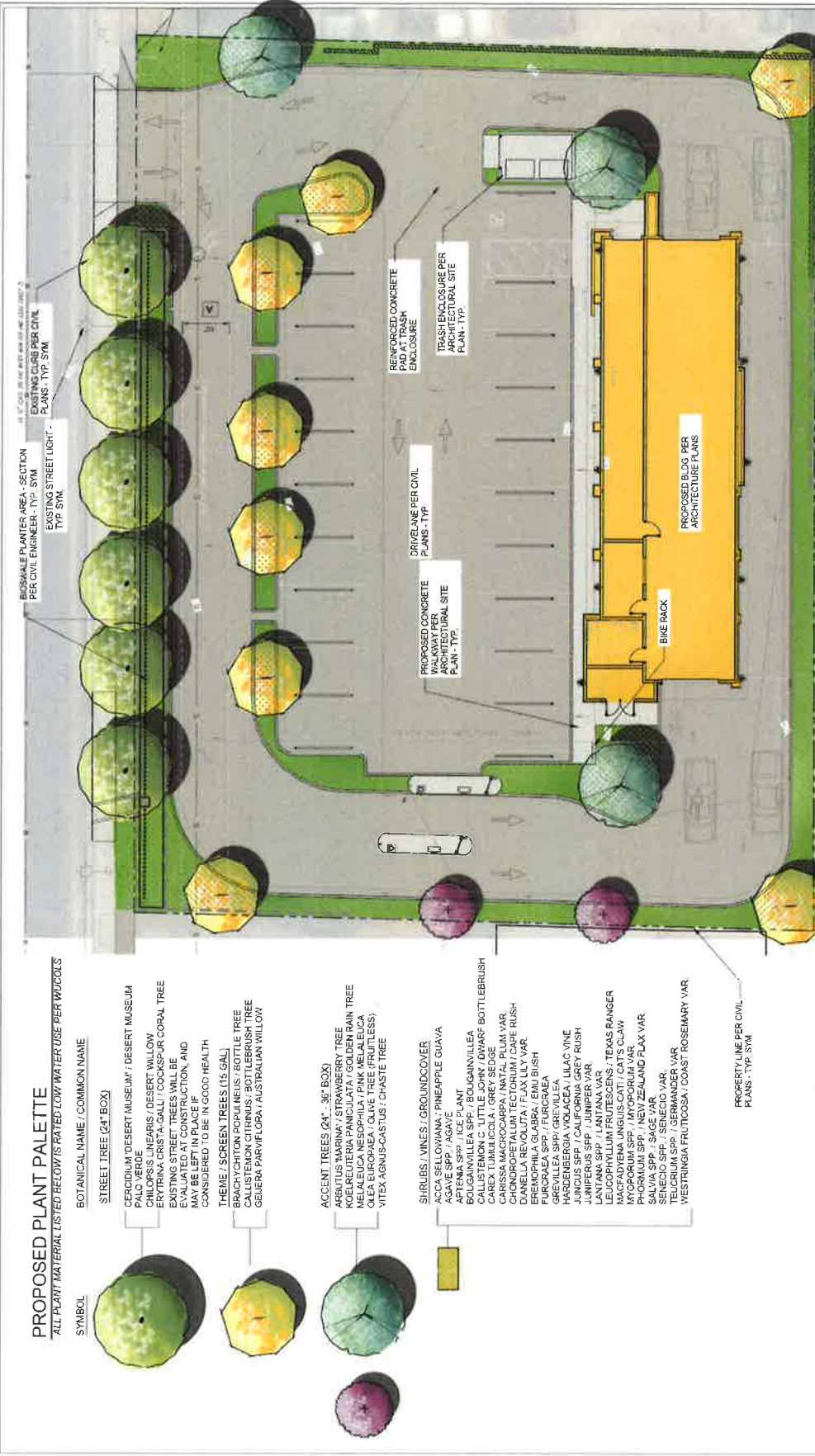
APR 29 2021

COMMUNITY DEVELOPMENT





REVISIONS	DATE



**DESIGN OBJECTIVE**  
 THE LANDSCAPE HAS BEEN DESIGNED TO PROVIDE VISUAL AMENITY TO THE EFFICIENT, LANDSCAPING CITY OF LEMON GROVE LANDSCAPE OBJECTIVES FOR COMMERCIAL LANDSCAPES.

**IRRIGATION NOTES**

- AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED TO PROVIDE COVERAGE FOR ALL PLANTING AREAS SHOWN ON THE PLAN.
- THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER FOR PLANT GROWTH WITH A MINIMUM WATER LOSS.
- SUPPLYING WATER FOR PLANT GROWTH WITH A MINIMUM WATER LOSS.
- IRRIGATION SYSTEMS SHALL USE HIGH-QUALITY, AUTOMATIC CONTROL VALVES AND SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER FOR PLANT GROWTH WITH A MINIMUM WATER LOSS.
- ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO PROVIDE SUFFICIENT WATER FOR PLANT GROWTH WITH A MINIMUM WATER LOSS.
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**GENERAL NOTES**

- A MINIMUM OF TWENTY-FIVE PERCENT OF THE LANDSCAPE AREA SHALL BE PLANTED WITH PERENNIALS AS REQUIRED BY SECTION 15.4.4 OF THE CITY OF LEMON GROVE ORDINANCE.
- THE LANDSCAPE SHALL BE DESIGNED TO PROVIDE VISUAL AMENITY TO THE EFFICIENT, LANDSCAPING CITY OF LEMON GROVE LANDSCAPE OBJECTIVES FOR COMMERCIAL LANDSCAPES.
- FINAL LANDSCAPE PLANS SHALL ACCURATELY SHOW PLACEMENT OF PLANTINGS AND SHALL BE DESIGNED TO PROVIDE VISUAL AMENITY TO THE EFFICIENT, LANDSCAPING CITY OF LEMON GROVE LANDSCAPE OBJECTIVES FOR COMMERCIAL LANDSCAPES.
- LANDSCAPE ARCHITECT SHALL BE THE AWARE OF CITY ENGINEER'S REQUIREMENTS AND SHALL MAINTAIN THEM THROUGHOUT THE DESIGN PROCESS.
- ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER THROUGHOUT THE LIFE OF THE PROJECT.
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**PLANTING LIST:**

- STREET TREE (24" BOX)
  - BOTANICAL NAME / COMMON NAME
  - CECIDIUM 'DESERT MUSEUM' / DESERT MUSEUM
  - PALO VERDE
  - FRANKS CRISTAGALLI / COCKSPUR CORAL TREE
  - EXISTING STREET TREES WILL BE EVALUATED AT CONSTRUCTION, AND MAY BE LEFT IN PLACE IF CONSIDERED TO BE IN GOOD HEALTH
- THEME / SCREEN TREES (15 GAL)
  - BRACHYCHTON POPULINEUS / BOTTLE TREE
  - CALLISTEMON CITRINUS / BOTTLEBRUSH TREE
  - GELIERA PARVIFLORA / AUSTRALIAN WILLOW
- ACCENT TREES (24" - 36" BOX)
  - ARBUTUS MARINA / STRAWBERRY TREE
  - KOELUTERIA PANICULATA / GOLDEN RAIN TREE
  - OLEA EUROPEA / OLIVE TREE (FRUITLESS)
  - VITEX AGNUS-CASTUS / CHASTE TREE
- SHRUBS / VINES / GROUNDCOVER
  - ACCA SELLOVIANA / PINEAPPLE GUAVA
  - AGAVE SPP. / AGAVE
  - APTEANA SPP. / ICE PLANT
  - BOUGAINVILLEA
  - CALLISTEMON C. LITTLE JOHN / DWARF BOTTLEBRUSH
  - CARISSA MACHOCARRA / ANATOLIAN VAR
  - CHONDRORETALUM TECTORIUM / CAPE RUSH
  - DANELLA REVOLUTA / FLAX LILY VAR.
  - EREMOPHILA GLABRA / FEND BUSH
  - GREVILLEA SPP. / GREVILLEA
  - HARDENBERGIA VIOLEACEA / LILAC VINE
  - JUNIPERUS SPP. / CALIFORNIA GREY RUSH
  - JUNIPERUS SPP. / JUNIPER VAR.
  - LEUCOPHYLLUM FRUTESCENS / TEXAS RANGER
  - MACADYENA UNGUIS-CATI / CAT'S CLAW
  - PHORNIUM SPP. / MYOPORIUM VAR.
  - SENECIO SPP. / SERENO VAR.
  - TELICRUM SPP. / SERENO VAR.
  - WESTRINGIA FRUITCOSA / COAST ROSEMARY VAR.

**PROPERTY LINE PER CIVIL PLANS - TYP. SYM.**

**BIOWHOLE PLANTER AREA - SECTION PER CIVIL ENGINEER - TYP. SYM.**  
 EXISTING STREET LIGHT - TYP. SYM.

**REINFORCED CONCRETE PAD AT TRASH ENCLOSURE**  
**TRASH ENCLOSURE PER ARCHITECTURAL SITE PLAN - TYP.**

**PROPOSED CONCRETE WALKWAY PER ARCHITECTURAL SITE PLAN - TYP.**  
**DRIVE LANE PER CIVIL PLANS - TYP.**

**PROPOSED BLOG PER ARCHITECTURE PLANS**  
**BIKE RACK**

**SCALE: 1" = 10'-0"**  
 0' 5' 10' 20' 30'

**GENERAL NOTES**

- A MINIMUM OF TWENTY-FIVE PERCENT OF THE LANDSCAPE AREA SHALL BE PLANTED WITH PERENNIALS AS REQUIRED BY SECTION 15.4.4 OF THE CITY OF LEMON GROVE ORDINANCE.
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**WASH N' GO**  
**LEMON GROVE**  
**7431**  
**BROADWAY**  
**LEMON GROVE, CA 91945**

**CIPPARONE**  
**ARCHITECTURE • PLANNING • INTERIOR DESIGN**  
**GENE CIPPARONE - ARCHITECT, INC.**  
 PO BOX 602 POWAY, CALIFORNIA 92074  
 VOICE: 954.934.0071 EMAIL: GENE@CIPPARONE.COM

No.	Date	Revised and Rechecked
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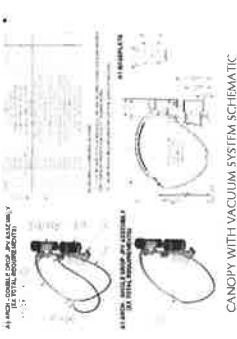
**PROJECT INFORMATION**

**Scope of Work:**  
 Demolition of existing structure and construction of new structure with canopy and vacuum under canopy at most parking stalls.

**Owner:** Guy Smiley LLC  
**Assessor Parcel No.:** 480-041-31-00  
**City:** Lemon Grove, CA  
**County:** San Diego  
**City Ordinance:** 14.01.01  
**City Ordinance:** 14.01.02  
**City Ordinance:** 14.01.03  
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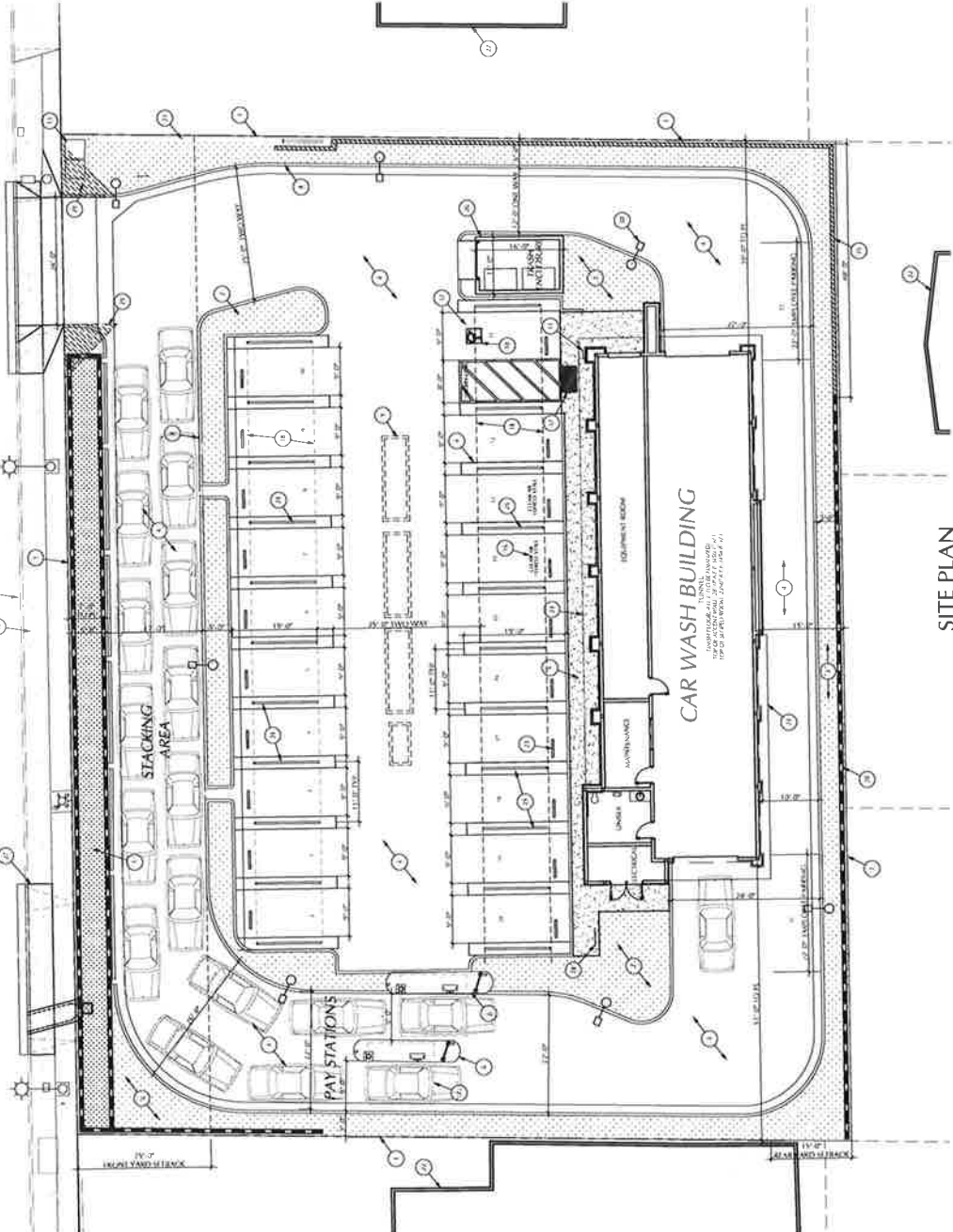
**SITE KEY SYMBOLS**

1	PROPERTY LINE
2	UNDEVELOPED AREA
3	BLACKWELL - LAMARINE AREA
4	CONCRETE PAVING
5	CONCRETE SIDEWALK
6	RAISED CONCRETE ISLAND PAY STATION
7	CLOTH CANOPY AT PAY STATION
8	NEW CURB/CUTTER ON SITE
9	UNDERGROUND CONCRETE CHAMBER BEANS
10	PAINTED HIC PERSONA
11	HIC PARKING SIGN
12	VAN ACCESSIBLE PARKING SPACE
13	TRANSFORMER LOCATION (EXISTING)
14	EXISTING CONDUIT UNDER STREET
15	EXISTING CONCRETE SIDEWALK ON STREET
16	CLEAN ANTI-VAN POOL PARKING
17	STEEL PLATE/PURTRATED DOORS
18	INDICATES LINE OF CLOTH CANOPY
19	ACoustic CSOUND WALL
20	NEW CONCRETE WALL TO REMAIN
21	EXISTING STRUCTURE ON ADJACENT PROPERTY
22	WHEEL STOP AS REQUIRED
23	LINE OF ROOF OVERHANG ABOVE
24	METAL PIPE STANDARD FOR CONCRETE VACUUMS
25	CONCRETE SIDEWALK
26	EXISTING CONCRETE SIDEWALK
27	BRICK PAVEMENT
28	EXISTING CONCRETE SIDEWALK
29	EXISTING CONCRETE SIDEWALK
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**CANOPY WITH VACUUM SYSTEM SCHEMATIC**  
 NO SCALE

**BROADWAY**



**SITE PLAN**  
 SCALE: 1/8" = 1'-0"

**A1.0**



# APPEAL APPLICATION & REQUEST FOR PUBLIC HEARING

Community Development Department / Planning Division  
3232 Main Street, Lemon Grove, CA 91945  
Phone: 619-825-3805 Fax: 619-825-3818  
www.ci.lemon-grove.ca.us

APPLICANT: *Katie DEXTER*  
ADDRESS: *8276 Golden Ave  
Lemon Grove Ca 91945*

PHONE: *619-992-1395*  
FAX:  
EMAIL: *Ktstoy55@gmail.com*

CASE/PROJECT NUMBER:

DECISION /CONDITIONS OF APPROVAL BEING APPEALED (INCLUDE CONDITION ITEM NUMBERS):

*Appeal approval of MUP-210-0002  
Carwash on Broadway*

SPECIFIC REASON(S) FOR APPEAL OR REQUEST FOR PUBLIC HEARING:

*use is not consistent with Lemon Grove General Plan and is not compatible with the neighborhood or community. I feel it will impact immediate neighbors. Doesn't belong on perimeter of residential neighborhood. A special decision was made based on undue influence by Council member Johnson and supporters at that meeting.*

Attach additional sheets if necessary.

Applicants Signature

*[Handwritten Signature]*

Date

*March 10, 2022*

TO BE COMPLETED BY PLANNING STAFF

FILE #(s): *AA2-200-0003*

DATE: *3/8/22*

FEES: *\$150* RECEIPT #:

CITY OF LEMON GROVE

MAR 08 2022

COMMUNITY DEVELOPMENT

COMMENTS and/or CONDITIONS:



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 3.  
**Meeting Date:** April 19, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** Community Development Department  
**Staff Contact:** Bill Chopyk, Interim Community Development Manager;  
[bchopyk@lemongrove.ca.gov](mailto:bchopyk@lemongrove.ca.gov)

**Item Title:** **Public Hearing to Consider Conditional Use Permit Application CUP-200-0001, A Request to Establish a Medical Marijuana Dispensary Cannabis Retail Store at 8280 Broadway in the Heavy Commercial Zone**

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### **Recommended Action:**

- 1) Conduct the public hearing;
- 2) Receive Public Comment; and
- 3) Adopt a resolution (**Attachment A**) conditionally approving Conditional Use Permit CUP-200-0001, to establish a medical marijuana dispensary (MMD) cannabis retail store at 8280 Broadway in the Heavy Commercial (HC) Zone pursuant to Municipal Code Chapter 17.32.

**Summary:** This is a request to establish a MMD cannabis retail store at 8280 Broadway in the HC Zone. The proposed project would utilize the existing single story commercial building and existing parking lot to be reused as a MMD. The scope of the project includes remodeling of the existing structure within the same floor area. Site modifications include parking lot re-striping, loading and pedestrian access from the parking lot and street frontage and miscellaneous site improvements such as lighting, signage, fencing and security cameras.

**Discussion:** Chapter 17.32 of the Lemon Grove Municipal Code (LGMC) allows MMDs with an approved Conditional Use Permit (CUP) application in commercial and industrial zoning districts. To be eligible, proposed MMD sites must be separated by 1,000 feet from the regulated and protected uses described in LGMC Section 17.32.090(B), including MMDs, licensed daycare facilities, schools and parks. Potential MMDs may be screened through a Minor Use Permit (MUP) application prior to CUP submittal to determine if

the proposed site meets zoning and separation criteria, and establish early separation findings.

### *Background*

On November 4, 2020, the Applicant, Pick Axe Holdings LLC, filed a MUP application to establish for early separation findings, and submitted a CUP application on November 28, 2020 to operate a MMD cannabis retail store at 8280 Broadway. On January 12, 2021 the Community Development Manager (CDM) published a Notice of CDM Decision to approve MUP-210-0007. No appeals were filed at that time. The CUP application was incomplete and was not approved prior to the one-year expiration of the MUP. The applicant reapplied for the MUP prior to its expiration date of January 12, 2022. On January 27, 2022 the CDM published a Notice of CDM Decision to again approve MUP-210-0007.

An appeal of the CDM Decision to approve Minor Use Permit MUP-210-0007 was filed by Rita Hirmez & Sabah Toma (Appellants) on January 28, 2022. On April 5, 2022, the City Council denied the appeal, thereby granting approval of MUP-200-0007. The Appellants also filed a Conditional Use Permit (CUP) application for a proposed MMD cannabis retail store at 8290 Broadway on December 9, 2021. The proposed MMD cannabis retail store at 8290 Broadway is located directly northeast and adjacent to Applicant's property at 8280 Broadway.

### *Project Description*

The proposed project consists of an existing single story commercial building to be converted into a MMD cannabis retail store located at 8280 Broadway, Lemon Grove, CA 91945. The MMD cannabis retail store would sell both recreational and medical marijuana to customers age 21 and over; and only medical marijuana to persons of age 18 who possess a valid physician's recommendation.

The scope of the project is to include interior remodel of the existing structure with non-structural and non-load bearing walls. Site modifications include parking lot re-striping, pedestrian access from the parking lot and existing right-of-way and miscellaneous site improvements such as lighting, fencing and security cameras, etc.

The parcel addressed as 8280 Broadway (APN 499-200-22-00) is a 0.68 acre (29,729 square-feet) lot currently used as an automotive garage and towing yard. The property abuts Broadway with 152 feet of frontage on Broadway, with sidewalk, curb & gutter, two driveway curb cuts, and landscaping. The requested CUP proposes reuse of the existing commercial building and parking lot and authorization to operate the existing commercial building as a MMD cannabis retail store. The existing billboard on the southwest corner of the site would remain.

The space within the 1,476 square-foot one-story building would be reconfigured with a one-way entrance into a lobby and another entry into the dispensary from the lobby. There is a separate one-way exit from the dispensary and a separate side entrance for employees and deliveries. A new parapet and canopy would be added to the building with painted wall signs on the south and east facing parapet walls.

5,446 square feet (sf) of existing impervious surface area would be removed for new planting areas. 4,539 sf of new/replaced impervious surface area is proposed. This would result in an overall reduction of 907 sf of impervious surface area on the project site.

*Land Use Analysis*

The subject property has a Lemon Grove General Plan land use designation of General Business and a zoning designation of HC, Heavy Commercial. According to the General Plan, this land use designation is planned for professional office, wholesale business, research and development, high technology production, and sales. MMDs are authorized with a CUP in commercial zoning districts, including the HC zone, according to LGMC Section 17.32.090(A).

The General Plan establishes a maximum density of 1.2 Floor Area Ratio (FAR) in the General Business designation. The applicant proposes to maintain the existing 0.05 FAR, well below the maximum allowable FAR. No cultivation, manufacturing, processing, or delivery services are proposed with the CUP application. Site alterations and improvements including new landscape, lighting, signage, and access and parking area improvements are incorporated into the CUP application.

*Development Standards*

LGMC Section 17.16.080(G) outlines basic standards which are applicable to all land and structures in the HC zone. The following table compares those standards to the site conditions at the subject address. The proposed project is in compliance with all basic development standards.

<b>Standard</b>	<b>Required</b>	<b>Proposed</b>
Min. Lot Area	10,000 square feet	29,729 square feet
Front Yard Setback	20 feet min.	22 feet
Side Yard Setback	None (0 ft.)	10 feet
Rear Yard Setback	None (0 ft.)	Approx. 137 feet
Maximum Building Height	30 feet	14 feet 6 inches
Max. Building Coverage	40%	5%

### *Parking*

The Lemon Grove parking requirement for retail/business is one parking space per 500 square feet of floor area (LGMC 17.24.010). Thus, four parking spaces is the minimum amount of parking required for a retail sales use. The proposed project provides 24 parking spaces including two disabled spaces. This is ample off-street parking for customers, employees and deliveries.

The layout of the 24 on-site parking spaces complies with the LGMC off-street parking regulations. The parking area accommodates a 24 foot two-way drive aisle and 9 foot by 19 foot parking stalls with wheel stops as required by the Space and Access Dimensions in LGMC Section 17.24.010(F) for parking dimensions. No parking spaces encroach into the required 20 foot front yard setback. The plans do not show bicycle parking; however, staff recommends conditioning the project to provide a bicycle rack or other storage device for bicycle parking. Section 17.24.010(G) requires one bicycle space per ten required vehicle parking spaces.

### *Traffic*

East Broadway would operate at an acceptable Level of Service (LOS) D or higher at 33,400 average daily trips (ADT). The SANDAG 2050 Forecast estimates 30,600 ADT for this section of Broadway, well below the acceptable LOS standard. Broadway is currently operating at an acceptable LOS. The proposed project replaces an existing commercial facility that utilizes the existing street network in Lemon Grove.

The amount of traffic generated by a dispensary is similar to existing retail/commercial uses. The Institute of Traffic Engineers (ITE) Trip Generation Manual, 11<sup>th</sup> Edition estimates 211 ADT per 1000 sf of building area for a dispensary. The ITE rates for commercial shops range from 40 ADT/1000 sf for specialty retail/strip commercial to 850 ADT/1000 sf for a convenience market (w/gasoline pumps). Tow yards are not a use where there are any ITE published rates. Traffic generation for a tow yard would then be estimated based on the number of calls on an average day. The range of ADT for permitted commercial uses on this site are 60 – 1,255 ADT. The ADT for this dispensary is 311 ADT based on the ITE Trip Generation Manual, 11<sup>th</sup> Edition.

### *Street Improvements*

Off-street parking regulations, specifically Section 17.24.010(H), also require the installation of city standard street improvements along abutting streets as part of all discretionary permit application. LGMC Chapter 12.10 requires street dedication and street improvements with building permits that exceed \$25,000 in value. The Engineering Division has provided a list of preliminary conditions related to street improvements and are included in the city council resolution conditions.

### *Loading*



According to LGMC Section 17.24.020(B)(8), the CDM may determine loading requirements for unlisted uses, such as MMDs, based upon the particular characteristics of the use. Deliveries from licensed cannabis distributors to the dispensary are not anticipated to occur in vehicles that require large, designated berths and therefore one is not provided. A condition of approval requires review of loading by the CDM prior to the issuance of a building permit.

*Landscaping*

The Lemon Grove Water Efficient Landscape Regulations in Chapter 18.44 of the LGMC require discretionary applications to provide a conceptual landscape plan that conforms to both the Zoning Ordinance and the aforementioned landscape regulations. Landscaping requirements and the proposed landscape for the project are as follows:

<b>Standard</b>	<b>Required</b>	<b>Provided</b>
Min. 10% Landscape Area	10% (2,506 sf)	32 % (8,090 sf)
Min 25% Planted Landscape	25% (6,264 sf)	27% (6,876 sf)
Required On-Site Trees	8	17
Required Street Trees	4	4

*Screening*

The cannabis regulations in Chapter 17.32 do not require on-site fencing, however, the project plans show a 6 foot high solid wood fence along the front property line. The Lemon Grove Sheriff’s Department review of the plans recommend a see-through fencing material for security purposes. This recommendation is included as a condition in the City Council resolution. The remainder of the perimeter of the site is bordered by existing chain link fencing which will remain in place.

Any new rooftop HVAC units must be screened. LGMC Section 17.24.050(E)(10) requires such units to be screened from the level of adjacent streets and walks while Section 17.24.040(C)(1) limits this screening, and any other rooftop appurtenance, to less than eight (8) feet in height. The new parapet wall on top of the existing building can provide effective HVAC screening. Screening of rooftop HVAC equipment is included as a condition in the city council resolution.

*Trash*

A trash refuse enclosure is proposed that is conditioned to meet current storm water requirements. Storm water review of the construction drawings, and inspections, ensure that the trash enclosure will have a permanent waterproof roof and be fully screened to prevent rainfall contact and wind dispersion of trash.

### *Lighting*

Crime Prevention Through Environmental Design (CPTED) principles encourage all exterior areas to be adequately lit. Exterior and interior security lighting and security cameras are included in the Operations Manual. Review of detailed security lighting plans will occur as part of the building permit for the project. In addition, LGMC Section 17.24.080 requires light fixtures to be maintained and adjusted to direct light away from adjacent streets and properties so as to prevent nuisance conditions.

### *Signage*

Pursuant to sign ordinance Section 18.12.040(C), commercial uses are generally permitted up to three signs. The total allowable sign area permitted is 20% of the dispensary building wall facing Broadway, or approximately 96 sf. The proposed signage shown in the elevations consists of proposed painted signs “Earth” on the south facing parapet wall and “Ivy” on the east facing parapet wall. The total sign area of the proposed painted wall signs is approximately 34 sf. The existing billboard on the southwest corner of the site would remain.

### **Conclusion:**

The City Council must make the following findings as stated in LGMC Section 17.28.050 in order to approve any conditional use permit application:

1. The use is compatible with the neighborhood or the community;
2. The use is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity;
3. The use complies with performance standards according to Section 17.24.080;
4. The use is consistent with applicable provisions of the particular zoning district and with policies and standards of the general plan.

Section 17.32.080 also requires the decision making authority consider:

5. Whether the approval of the proposed use will violate the minimum requirements set forth in chapter 17.32 for distance separations between establishments which dispense, process or cultivate medical marijuana; and separations between establishments which dispense, process or cultivate medical marijuana and other specific regulated or protected land uses as set forth in chapter 17.32; and.
6. Whether the proposed use complies with Title 17 of the Lemon Grove Municipal Code.

Staff believes that the required findings can be made in the affirmative and that required considerations were duly considered provided the conditions in the city council resolution of approval are observed. The application materials as presented and the corresponding conditions incorporate and reflect input from all City divisions, including: Building, Engineering, Heartland Fire & Rescue, Planning, Building, Sheriff's Crime Prevention, and D-Max Engineering, the City's storm water consultant.

This CUP is valid for one year, and will expire one year after approval of the CUP, unless extended by the City Council prior to the one year expiration date.

**Environmental Review:**

- Not subject to review  Negative Declaration  
 Categorical Exemption, Sections 15301  Mitigated Negative Declaration

The project as proposed is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) per Section 15301 of the CEQA Guidelines.

The Class 1, Section 15301 Existing Facilities exemptions consist of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination. The CUP application seeks authorization to operate an existing structure in an urbanized area as a Medical Marijuana Dispensary and involves no expansion of the existing structure. This request is lesser in scale than the examples of Class 1 exemptions in the CEQA Guidelines, including those for additions resulting in a 50% increase in floor area up, to a maximum up 2,500 square-feet, and demolition of multifamily residential structures up to six (6) dwelling units in urban areas.

The CEQA Guidelines Section 15300.2 exceptions to categorical exemption use do not apply to the project. The subject property is within a built-out urban environment thus limiting potential for cumulative effects from successive projects and avoiding impacts to General Plan identified biological habitats or environmental resources of hazardous or critical concern. The project does not involve any other unusual circumstances that could potentially have a significant effect on the environment. The project site is not a hazardous waste site nor is it identified as such in any “Cortese List” including the DTSC EnviroStor database and State Water Resources Control Board GeoTracker tool. No impacts to scenic highways will occur as State Route 94 is not designated as, nor identified as eligible to be, a CalTrans scenic highway along city limits. Historic resources will not be impacted as the project site is not included in the San Diego County Historic Properties Data File nor the Lemon Grove Historical Society List of Historic Properties as referenced in the Lemon Grove General Plan Conservation and Recreation Element.

**Fiscal Impact:** No fiscal impact is associated with the approval of the CUP. Future sales of medical marijuana will generate additional sales tax and cannabis revenue to the City of Lemon Grove.

**Public Notification:** On April 8, 2022 the Notice of Public Hearing for this item was published in the San Diego Union Tribune and was mailed to all property owners within 1,000 feet of the subject property. Staff verified the presence of the public notice sign required by LGMC Section 17.28.020(F)(2) on April 7, 2022. The City of Lemon Grove did not receive any comments in response to the Notice of Public Hearing at the time this staff report was written. Staff will provide the City Council with any comments received after publication of this staff report.

**Staff Recommendation:**

- 1) Conduct the public hearing;
- 2) Receive Public Comment; and
- 3) Adopt a Resolution (Attachment A) conditionally approving Conditional Use Permit CUP-200-0001, a request to establish a medical marijuana dispensary at 8280 Broadway in the HC Zone pursuant to Municipal Code Chapter 17.32.

**Attachments:**

**Attachment A** – Resolution

**Attachment B** – Operations Manual

**Attachment C** – Project Plans

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, CONDITIONALLY APPROVING CONDITIONAL USE PERMIT CUP-200-0001, A REQUEST TO ALLOW A MEDICAL MARIJUANA DISPENSARY AT 8280 BROADWAY, LEMON GROVE, CALIFORNIA.**

**WHEREAS**, the California voters approved Proposition 215 in 1996 to ensure that seriously ill Californians have the right to obtain and use cannabis for medical purposes and to encourage elected officials to implement a plan for the safe and affordable distribution of medicine; and

**WHEREAS**, in 2003, the California State Legislature adopted Senate Bill 420, the Medical Marijuana Program Act, to clarify and further implement Proposition 215 in part by authorizing patients and Primary caregivers to associate within the State of California in order to collectively or cooperatively cultivate cannabis for medical purposes; and

**WHEREAS**, in 2015, the California State Legislature adopted Assembly Bill 243, Assembly Bill 266, and Senate Bill 643, collectively known as the Medical Marijuana Regulation and Safety Act, to establish a statewide regulatory framework and establish the Bureau of Medical Marijuana Regulation for the regulation of medical marijuana activity occurring in jurisdictions across California; and

**WHEREAS**, on November 8, 2016, voters in the City of Lemon Grove passed Measure V, an initiative removing the City's prohibition of medical marijuana dispensaries and establishing performance standards and a permit process by which medical marijuana dispensaries (MMDs) may be established, which is codified as Chapter 17.32 in the Lemon Grove Municipal Code (LGMC); and

**WHEREAS**, LGMC Section 17.32.090(B) establishes the distance requirements between dispensaries (including MMDs) as a regulated use and protected land uses, including public parks, playgrounds, licensed day care facilities, schools and alcohol and substance abuse treatment centers as defined in the LGMC; and

**WHEREAS**, on April 5, 2022, the City Council denied an appeal of MUP-200-0007 thereby granting approval of MUP-200-0007 for early separation findings; and

**WHEREAS**, on November 28, 2020, Pick Axe Holdings, LLC filed Conditional Use Permit application CUP-190-0002, a request to establish a MMD cannabis retail store at 8280 Broadway in the HC Zone, and on March 21, 2022 Community Development Department staff found the application complete; and

**WHEREAS**, Notice of the Public Hearing was given in compliance with Lemon Grove Section 17.28.020(F). On April 8, 2022, the Notice of Public Hearing for CUP-200-0001 was published in the San Diego Union Tribune and mailed to all property owners within 1,000 feet of the subject property. Staff confirmed the presence of the required on-site public notice sign on April 7, 2022; and

**WHEREAS**, the proposed project is categorically exempt from the environmental review requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities; and

**WHEREAS**, the Zoning Ordinance includes street improvement requirements per LGMC Chapter 12.10 and Section 17.24.010 (H). A clear nexus is made to require street improvements because: 1) this is the highest and best use of the property from a revenue standpoint; 2) the proposed use is higher intensity than typical retail uses and was not analyzed as a part of the General Plan Master Environmental Impact Report; 3) medical marijuana dispensary means persons with disabilities are likely to need access to the facility via vehicles or as a pedestrian or bicyclist; and 4) sidewalk and street improvements are largely supported by the General Plan Health & Wellness Element, Community Development Element, and Mobility Element policies; and

**WHEREAS**, this permit does not excuse any owner or operator from complying with all applicable federal, state, county or local laws, ordinances or regulations. The owner or operator is required to determine if another permit or approval from any other agency or department is necessary. The City, by issuing this permit, does not relinquish its right to enforce any violation of law; and

**WHEREAS**, on April 19, 2022, City Council held a duly noticed public hearing to consider Conditional Use Permit application CUP-200-0001; and

**WHEREAS**, the City Council determined that the following findings of fact can be made as required by LGMC Section 17.28.050(C):

1. *The use is compatible with the neighborhood or the community;*

*LGMC Chapter 17.32 is the product of a 2016 citizen's initiative, Measure V, which explicitly authorized Medical Marijuana Dispensaries as a conditionally permissible land use. The proposed project is compatible with the community insofar as it is consistent with Chapter 17.32 which was codified at the direction of Lemon Grove voters. The design of the proposed use is compatible with surrounding properties and uses by orienting the entrance generally towards the parking lot with ample landscaping and security lighting.*

2. *The use is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity;*

*LGMC Chapter 17.32 is the product of a 2016 citizen's initiative, Measure V, which explicitly authorized Medical Marijuana Dispensaries as a conditionally permissible land use. The Lemon Grove General Plan adopted in 1996 did not contemplate Medical Marijuana Dispensaries as a land use nor were the specific environmental impacts assessed pursuant to CEQA. The proposed project is consistent with the General Plan as a consequence of LGMC Chapter 17.32 which was codified at the direction of Lemon Grove voters. The proposed project as designed and conditioned avoids potential detriments to the health, safety, convenience or general welfare of persons residing or working in the vicinity.*

3. *The use complies with performance standards according to Section 17.24.080;*

*The proposed project replaces an existing commercial facility and would result in a reduction of 907 square feet of impervious surface area. No expansion of the existing floor area of the commercial building would occur. With the security measures outlined in the Operations Manual, the project would not create nuisances, hazards, or dangerous or objectionable effects from the operation of the proposed MMD cannabis retail store. The project site is located approximately 600 feet away from the nearest residential zone and would not create undesirable impacts on residential neighborhoods.*

4. *The use is consistent with applicable provisions of the particular zoning district and with policies and standards of the general plan;*

*LGMC Chapter 17.32 is the product of a 2016 citizen's initiative, Measure V, which explicitly authorized Medical Marijuana Dispensaries as a conditionally permissible land use. The proposed project is compatible with provisions of the Heavy Commercial zone insofar as it is consistent with Chapter 17.32 which was codified at the direction of Lemon Grove voters. The Lemon Grove General Plan adopted in 1996 did not contemplate Medical Marijuana Dispensaries but the project is consistent with the General Plan as a consequence of voter approval of Measure V.*

**WHEREAS**, LGMC Section 17.32.080 also requires City Council to consider the following with the required Conditional Use Permit findings:

- A. *Whether the approval of the proposed use will violate the minimum requirements set forth in LGMC Chapter 17.32 for distance separations between establishments which dispense, process or cultivate medical marijuana; and separations between establishments which dispense, process or cultivate medical marijuana and other specific regulated or protected land uses as set forth in LGMC Chapter 17.32.*

*The proposed location for a MMD cannabis retail store at 8280 Broadway would not violate the minimum distance separations between MMD establishments and other protected uses. The property at 8280 Broadway is approximately 5,894 feet from the nearest operating, or conditionally permitted, or proposed regulated use (3515 Harris St.). Staff found no evidence of any protected uses, including public parks, playgrounds, licensed day care facilities, schools and alcohol and substance abuse treatment centers as defined in the LGMC, within 1,000 feet. Furthermore, the nearest protected use is approximately 1,065 feet from the proposed dispensary site when taking into account natural topographical barriers.*

- B. *Whether the proposed use complies with Title 17 of the Lemon Grove Municipal Code.*



*The proposed project as conditioned complies with LGMC Title 17 requirements.*

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California, hereby approves Conditional Use Permit CUP-200-0001 and the site and architectural plans date stamped January 31, 2022 (incorporated herein by reference as Exhibit A), except as noted herein. This approval authorizes the establishment of a Medical Marijuana Dispensary at 8280 Broadway in the HC zone, subject to the following conditions:

1. Within (5) days of approval, the applicant shall submit the appropriate payment for the filing of the CEQA Categorical Exemption and County Clerk Processing Fee.
2. Prior to issuance of a building permit for the use authorized by this Conditional Use Permit the applicant shall comply with the following:
  - a. All physical elements of the proposed project shown on the approved plans date stamped November 22, 2021, except as noted herein, shall be located, constructed and maintained substantially where they are shown in accordance with applicable Lemon Grove Municipal Codes to the satisfaction of the Community Development Manager and City Engineer.
  - b. All pre- and post-construction best management practices (BMPs) shall be maintained for the duration of the project.
  - c. Where storm water runoff flows into landscape areas, landscape areas shall be designed to retain/capture first-flush of smaller storm events but larger storms must be provided with an adequate drainage pathway with appropriate mitigation. Storm water review for compliance shall be a part of a landscape plan review and shall include details for construction BMPs. Concrete curbs shall be installed around the entirety of landscape areas as required by 17.24.050(B)(6) with curb cuts provided to the satisfaction of the water quality reviewer. If infiltration is proposed, recommendations from a Soils or Geotechnical Engineer is required.
  - d. Wheel stops shall be installed at all parking spaces located along the perimeter of a parking lot adjacent to landscape areas and buildings to the satisfaction of the Community Development Manager.

- e. A Heartland Fire & Rescue hazardous materials questionnaire and delayed egress statement shall be submitted with the building permit application for review.
- f. The applicant shall provide a letter detailing the security provisions for the dispensary and how the applicable Building and Fire Code requirements will be achieved for emergency ingress and egress.
- g. Submit an application to be included into the Lemon Grove Lighting District. The property will be assessed annually.
- h. A Public Improvement Plan that proposes street improvements as conditioned and required by the City of Lemon Grove Municipal Code 12.10.060 shall be approved by the City Engineer and an agreement to improve with all necessary securities shall be in place.
- i. All new dry utility distribution facilities within the boundaries of the proposed project shall be shown where appropriate and identified as to be placed underground.
- j. Demonstrate on the site plan, or precise grading plan, that the accessible path of travel (POT), and ADA parking shown on the Site Plan by design or surveyed methods meets the requirements for accessibility. Show slopes and/or elevations and details of all Accessible signage required per the California Building Code in effect at the time of application.
- k. An encroachment permit with appropriate fees shall be required for all work proposed within the right-of-way.
- l. Submit for Community Development Department approval, a detailed landscape and irrigation plan. Provide reference sheets for any grading and landscape erosion control plans. The plan shall indicate all surface improvements including, but not limited to, the design and locations of all walls, fences, driveways, walkways, botanical and common names of all plant materials, number, size and location of all plantings; all irrigation lines including valves and back-flow devices; and soil amendments. Said landscape plan shall comply with the requirements of Section 17.24.050(B) and Chapter 18.44 of the Municipal Code. The landscape plan shall be in substantial conformance to the approved landscape concept plan.

- m. Carbon filtration is required prior to air exiting any exhaust point.
  - n. Locations of proposed Fire Extinguishers must be shown and shall be in compliance with the requirements of the adopted California Fire Code.
  - o. All camera locations and entryway doors shall be properly secured and approved by the Sheriff's Crime Prevention Officer.
  - p. A photometric lighting plan shall be provided with final lighting design. Lighting shall be installed to adequately light the exterior and interior of the dispensary premises and conform with Section 17.24.080.
  - q. All proposed improvements shall comply with Title 15 including Building and Fire Codes and ADA accessibility requirements as adopted and amended by the City Council.
3. Prior to the Issuance of a Grading and/or Public Improvement Permit, and/or during Grading Activities, the Applicant shall comply with the following.
- a. Per Lemon Grove Municipal Code Section 12.10.060, up to one half of the public street ultimate right-of-way abutting the subject property shall be improved with public street improvements for the entire length of the subject property abutting the public street so as to meet the current city adopted standards. This will require the submittal of improvement plans and associated documents to the Engineering Division for review, approval and issuance of an Improvement Permit. Should the existing street improvements meet current standards, or be in a condition satisfactory to the City Engineer, the City Engineer may waive this requirement, or portions thereof.

Public street improvements are defined in the Lemon Grove Municipal Code Section 12.10.020 as “curbs, gutters, sidewalks, driveways, paving, base material, alleys, street lights, traffic signals, signing, striping, storm drainage facilities, sewer and water facilities, the relocation and/or undergrounding of overhead utilities, fire hydrants, street trees, street landscaping and all necessary appurtenances” as applicable to the project.

The property owner(s) shall furnish all of the following to the engineering division upon applying for a permit to construct public street improvements:

- i. A street improvement plan prepared by a civil engineer registered in the state of California;
  - ii. An erosion control plan prepared by a civil engineer or landscape architect registered in the state of California;
  - iii. A landscape and irrigation plan prepared by a landscape architect registered in the state of California, if planting is required;
  - iv. Engineering review fees for the construction permit as described in Section 12.10.070.
- b. All dry utility distribution facilities within the boundaries of the proposed project shall be located underground. Per Lemon Grove Municipal Code Section 12.10.080, when public street improvements are required in accordance with Section 12.10.060, the property owner(s) shall underground or relocate all existing utility distribution facilities, including telecommunication lines, along the frontage of the subject property to the satisfaction of the City Engineer. The property owner(s) shall make the necessary arrangements with each of the serving utilities, including licensed telecommunication operators for the installation or relocation of such facilities.
- c. An agreement to improve or install improvements which are to be located in the public right-of way and/or private easements is required. The applicant shall post a good and sufficient improvement security with the City comprised of a cash deposit or a combination of cash deposit and corporate surety bond of a surety authorized to do business in the state. The estimated cost of the work shall be determined by the city engineer after reviewing the civil engineer's estimates.
- d. An Encroachment, Maintenance, and Removal Agreement (EMRA) will be required prior to the Improvement Permit issuance. The EMRA will mandate the responsibility of the property owner to maintain any proposed

private improvements, including landscape and irrigation, within the public right-of-way, and removals as required by the City.

- e. All existing survey monuments shall be shown on grading and public improvement plans. Prior to permit issuance, the Applicant, or Permittee shall retain the service of a professional Land Surveyor, L.S., or Civil Engineer authorized to practice Land Surveying who will be responsible for monument preservation and shall provide a corner record or record of survey to the County Surveyor as required by the Land Surveyors Act, if applicable, Section 8771 of the Business and Professions Code of the State of California.
- f. All existing and proposed easements, public and private shall be shown on all plans submitted for review to the City including the building plans, grading plans, landscape plans, and public improvement plans.
- g. Maintain and show on the Grading and/or Public Improvement plans all “Sight zones” in conformance with the current Highway Design Manual approved by the city council at the time of development approval. Ten-foot Sight Zone triangles shall be maintained at the site driveway entrance.
- h. On-site drainage systems shall be designated and maintained as private.
- i. Submit for Traffic Control Permit for all work affecting vehicular or pedestrian traffic within the right-of-way on Broadway. Regional Standard drawings may be submitted as permitted by the City Engineer.
- j. Obtain and provide evidence of approval from the appropriate entities or agencies prior to commencing any work within a utility easement.
- k. Per the City of Lemon Grove Plan Grading Plan Submittal Checklist, applicants for all Grading and Improvement projects are required to submit and an Erosion Control Plan, minimum BMP Requirement notes and a WPCP where disturbed area equals or exceeds 5,000 square feet or a SWPPP where disturbed area exceeds one (1) acre.
- l. A Covenant not to oppose the formation of a future utility undergrounding district shall be required. The City will prepare the agreement and will require the owner to sign and notarize.

- m. A Covenant not-to-oppose the formation of a future street improvement district shall be required. The City will prepare the agreement and will require the owner to sign and notarize.
  - n. A Covenant not-to-oppose the formation of a community facilities district shall be required. The City will prepare the agreement and will require the owner to sign and notarize.
  - o. All physical elements of the proposed project shown on the approved plans date stamped November 22, 2021, except as noted herein, shall be located, constructed and maintained substantially where they are shown in accordance with applicable Lemon Grove City Codes to the satisfaction of the Community Development Manager and City Engineer.
4. Prior to requesting a final inspection and occupancy of the structure, the applicant shall comply with the following:
- a. Comply with Conditions 1 through 3 of *this Resolution*.
  - b. All physical elements of the proposed project shown on the approved plans date stamped November 22, 2021, except as noted herein, shall be located, constructed and maintained substantially where they are shown in accordance with applicable Lemon Grove City Codes to the satisfaction of the Community Development Manager and City Engineer.
  - c. Buildings equipped with fire alarm systems shall be provided with Knox Box for emergency access.
  - d. A State license shall be required prior to commencing operations. The license must be maintained at all times.
  - e. The San Diego Air Pollution Control District Rule 55 requires compliance with standard fugitive dust control best management practices which will be required as a part of normal practices.
  - f. Dispensaries shall comply with the most recent adopted California Fire Codes and Standards.
  - g. A fire inspection is required prior to a certificate of occupancy or business license being issued. The applicant shall ensure the dispensary is set up and ready for operation prior to the fire inspection.

- h. Parking areas and striping shall comply with current standards and damaged paving shall be repaired and maintained in a good condition. Designated parking spaces are prohibited on-site.
- i. A bicycle rack with capacity for a minimum of two (2) bicycles shall be provided on the property.
- j. A City Business License shall be obtained.
- k. Provide copies of all IRS and State Franchise Board filings within 30 days of filing.
- l. The location of the dispensary shall include the installation of a centrally monitored alarm system.
- m. Windows and glass panes shall have vandal-resistant glazing, shatter resistant film, or glass block equipped with appropriate access to allow exit in the event of an emergency in compliance with Fire Code as adopted and amended by the City Council.
- n. All emergency exits shall be solid core doors featuring hinge-pin removable deterrence. Emergency exit doors shall have latch guards at least 12 inches in length protecting the locking bolt area. Latch guards shall be a minimum 0.125-inch thick steel, affixed to the exterior of the door with non-removable bolts, and attached so as to cover the gap between the door and the doorjamb for a minimum of six inches both above and below the area of the latch.
- o. Windows vulnerable to intrusion by a vehicle must be protected by bollards or landscaping grade separation reasonably sufficient to prevent such intrusion.
- p. Vehicular sight distance of all driveway entrances shall be to the satisfaction of the City Engineer.
- q. Damaged paving shall be repaired and parking area striped consistent with LGMC Section 17.24.010.
- r. Street numbers and/or addresses shall be placed on all new and existing buildings and at appropriate additional locations so as to be plainly visible and legible from the street or roadway fronting the property from either direction of approach. Said numbers shall contrast with their background,

and shall meet the following minimum standards as to size: minimum eight inches (8”) high with a one-half inch (1/2”) stroke for commercial, multi-residential buildings, and industrial buildings. Additional numbers shall be required where deemed necessary by the Fire Marshal, such as rear doors, building corners, and entrances to commercial centers. The Fire Marshal may require larger address numbers based on visibility and the need of emergency response personnel.

5. Upon establishment of use in reliance with this Conditional Use Permit, the applicant shall comply with the following:
  - a. Comply with Conditions 1 through 4 of this Resolution.
  - b. All physical elements of the proposed project shown on the approved plans date stamped November 11, 2100, except as noted herein, shall be located, constructed and maintained substantially where they are shown in accordance with applicable Lemon Grove City Codes to the satisfaction of the Community Development Manager and City Engineer.
  - c. Operating procedures as described in the approved Operations Manual shall be observed except as noted herein.
  - d. If during employment with the dispensary, a director or employee is convicted of a crime identified in California Penal Code Section 1192.7, subdivision (c), and Health and Safety Code Section 11359 shall be immediately dismissed from employment or required to resign as a corporate board member or officer. For purposes of this section, a conviction in another state that would have been a conviction equivalent under California law to those convictions specified in this section will disqualify the person from employment or volunteering at the dispensary.
  - e. Dispensaries shall have at least one uniformed security guard on duty during operating hours that possess a valid Department of Consumer Affairs “Security Guard Card.”
  - f. Dispensaries shall designate a community relations liaison (liaison) who shall be at least eighteen years of age. The liaison may also be the director of the dispensary. To address community complaints or operational problems with the dispensaries, the individual designated as the



community relations liaison shall provide his or her name, phone number and email address to the following:

- i. Lemon Grove city manager;
  - ii. San Diego County sheriff's department personnel supervising law enforcement activity in Lemon Grove; and
  - iii. All neighbors within one hundred feet of the dispensary.
- g. City code enforcement officers, San Diego sheriff's department staff, and any other employee of the City requesting admission for the purpose of determining compliance with the standards set forth in this section shall be given access to the premises. City and sheriff staff shall not retain information pertaining to individual patient records viewed during an inspection, and information related to individual patients shall not be made public. Inspectors will give reasonable notice of a scheduled inspection. Unannounced inspections of a dispensary may occur if city or sheriff's department staff have probable cause that the collective is violating the law. The dispensary must maintain compliance with inspection requirements as outlined in Section 17.32.090(C)(5) at all times.
- h. The on-site display of unprocessed marijuana plants or representations of marijuana plants in any areas visible to the public is prohibited.
- i. Dispensaries shall submit an "annual performance review report" for review and approval by the Community Development Manager. The "annual performance review report" is intended to identify effectiveness of the approved CUP, operations manual, and conditions of approval, as well as any proposed modification to procedures as deemed necessary. The Community Development Manager may review and approve amendments to the approved "operations manual"; and the frequency of the "annual performance review report." Medical marijuana cultivation, manufacturing and dispensing monitoring review fees pursuant to the *current Master Fee Schedule* shall accompany the "annual performance review report" for costs associated with the review and approval of the report.
- j. Maintain a waste disposal plan detailing plans for disposal of chemicals and plant waste.

- k. If the owners or operators of the Dispensary are a Limited Liability Company (LLC), corporation or trust, the names and addresses of all officers and designated signatories of the legal entities shall be provided to staff and shall be maintained in the CUP project files. The City shall be notified within 30 days of all changes to the property and business ownership including officers and designated signatories.
- l. The use of musical instruments and sound amplification devices on-site is prohibited at all times.
- m. All exits shall be readily accessible without delay or hindrance.
- n. Blocking or covering of egress windows is prohibited.
- o. All facilities shall be subject to review by the Fire Department at all times.
- p. Nuisance odor complaints shall be filed with the Department of Environmental Health.
- q. Sleeping within the facility and residential occupancy is prohibited.
- r. The dispensary shall post and maintain professional quality sign facing the parking lot(s) and the entrance that reads “No loitering; no littering; violators subject to arrest” in English and Spanish in accordance with LGMC. Loitering prohibitions shall be strictly enforced on-site.
- s. The Operating Standards as outlined in Section 17.32.090(C)(7) shall be observed and adhered to at all times.
- t. The business shall be subject to local taxes and fees.
- u. A compliance inspection shall be conducted quarterly to ensure operations are in compliance with conditions of approval and other applicable regulations.
- v. The City or its designee may examine the records of licensees and inspect the premises of a licensee as the licensing authority as may be authorized by law. The City or its designee shall have access to any licensed medical marijuana facility for inspection of the facility, the employees and records (HIPPA compliance rules apply) during any normal business hours or at any other reasonable time. Licensees shall provide and deliver records to the licensing authority upon request (Business and Professions Code 19327(c).) Authorized regulatory staff shall be allowed access to the premises in

- accordance with State law (Business and Professions Code 19311 (e); 19327 (c)). Compliance inspections shall be conducted by HDL (contracted) and City staff with time expensed to and paid by the MMD operator to ensure operations are properly inspected in compliance with conditions of approval and other applicable regulations.
- w. Disposal of any unused or unwanted medical marijuana shall undergo a special process and shall not be disposed of as or with routine garbage.
  - x. Business activities shall be limited to medical and recreational marijuana dispensaries only or additional uses based on applicable regulations at the time of the request.
  - y. Deliveries from the facility shall be prohibited, except as conducted by qualified patients and/or the Primary caregiver of the qualified patient, where the quantity transported and the method, timing and distance of the transportation are reasonably related to the medical needs of the qualified patient.
  - z. The cultivation of medical marijuana on-site is prohibited. If cultivation is permissible, a conditional use permit modification may be required based on applicable regulations at the time of the request.
  - aa. The use of generators on-site is prohibited, unless authorized by the Community Development Manager for emergency purposes.
  - bb. Loitering and outdoor events shall be prohibited on the subject property.
  - cc. Complaints related to noise and smell shall require professional investigation paid by the MMD operator with analysis and appropriate mitigation.
  - dd. The site shall be well lit, but glare shall be prohibited onto adjacent properties or onto the public right-of-way. All light fixtures shall be maintained and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises. Glare from proposed roof and siding materials and signage shall be considered and designed to minimize impacts onto adjacent properties and the public right-of-way.
  - ee. The building façade shall be well maintained at all times.
  - ff. All graffiti and trash and debris shall be removed daily.

- gg. Except for designated employees, no persons shall be allowed within the tenant space except during normal business hours.
- hh. All site Crime Prevention Through Environmental Design (CPTED) recommendations shall be implemented and adhered to all times.
- ii. Sheriff “No Trespass” authorizations to enter and conduct enforcement on the subject property shall be completed and current at all times (renewed every 30 days).
- jj. Consumption, sampling, smoking or ingestion of alcohol, tobacco and marijuana products is prohibited on the subject property.
- kk. All activities associated with the business shall be conducted indoors.
- ll. Landscape shall be maintained in good condition at all times.
- mm. The new 6’-0” wood fence proposed along the front property line shall be replaced with decorative see-through fencing material. All front vehicle and pedestrian gates shall match the decorative see-through front fencing. The use of barbed wire or razor ribbon on any fences, gates or walls is prohibited.
- nn. The hours of operation shall be restricted to 6am to 10pm seven days a week only.
- oo. All temporary signs are prohibited on-site.
- pp. A minimum of two employees and one Director is required per facility (three persons total) upon application. Live Scan background check shall be provided to the City prior to employment of all employees or a new Director and prior to commencing operations.
- qq. Verification shall be provided as a part of annual renewal submittals. A log of all persons entering the facility shall be kept on-site indicating the name, mailing address, phone and MMIC numbers and if product was purchased from the facility.
- rr. No outdoor storage of equipment, materials or fleet vehicles is permitted without modification of the Conditional Use Permit.
- ss. This project approval does not include signage and sign permits shall be obtained prior to installation. All signage for dispensaries shall require a sign permit from the City prior to installation. Signage shall not include any

- terminology (including slang) or symbols for marijuana. Green crosses are not considered terminology, slang, or symbols for marijuana. All signs shall conform to the Municipal Code Section 18.12.
- tt. All cultivation, manufacturing and distributor sources shall maintain a State license. Distributors shall maintain a Type 11 Distributor License and a copy of the executed contract between the cultivator and distributor shall be on-file at all times.
- uu. Cooking and processing of food or marijuana products is prohibited.
- vv. The use of vending machines is prohibited on-site. A vending machine is any device which allows access to medical marijuana without a human intermediary.
- ww. All temporary uses in accordance with Section 17.29.040 shall be prohibited on-site.
- xx. Food trucks and catering shall be prohibited on-site. Food and beverage and/or charitable offerings or solicitations to patrons shall be prohibited on-site.
- yy. Recreational activities and games of chance shall be prohibited on-site.
- zz. Prior to operation and annually thereafter, a record of Sheriff and Fire service calls shall be provided to the City of Lemon Grove for assessment.
- aaa. The uniformed security guard on duty shall have an issued Private Patrol Operator number and a valid Department of Consumer Affairs “Security Guard Card” on their possession at all times. A copy of the security guard contract shall be reviewed and approved by the Sheriff’s Department. The Security Guard uniform shall be approved by the Bureau of Security and Investigative Services (BSIS).
- bbb. No persons under the age of eighteen are allowed at, in or at a MMD facility, unless such individual is a qualified patient and accompanied by their licensed attending physician, parent or documented legal guardian.
- ccc. Plant materials in the front yard setback shall be no greater than 18 inches in height and tree canopies shall be maintained at eight feet high above grade.

- ddd. All cannabis products shall be tracked, tested, sealed and labeled at a minimum by State Medical Cannabis Regulation Act and as it may be amended.
- eee. All records related to cannabis activity shall be maintained a minimum of seven years.
- fff. All activities involving the transportation of marijuana for a dispensary shall comply with California State Regulations, restrictions and guidelines, as enumerated in Division 8, Chapter 3.5 of the California Business and Professions Code, and established by the Bureau of Medical Marijuana Regulations. Delivery services are prohibited, unless applicable regulations at the time of the request permit delivery services.
- ggg. The doors and windows shall remain closed and the air conditioning system utilized during hours of operation to reduce noise and odor impacts in the surrounding neighborhood.
- hhh. The project shall conform to all performance standards of Municipal Code Section 17.24.080.
- iii. Proper drainage shall be maintained throughout this property so as to prevent ponding and/or storage of surface water.
- jjj. Clear and well-lit addresses shall be maintained on-site and shall be visible from the public street in all directions to the satisfaction of the Fire Marshal.
- kkk. All trash, recycling, and refuse containers must be stored within the attached storage room, as shown on the Conditional Use Permit site plan and are only permitted to be outside said building for scheduled trash service.
- lll. Each violation on the subject property shall be deemed a separate offense subject to daily administrative citations and fines to both the property and the business owners for each violation in accordance with LGMC Chapter 1.24. Violations of this CUP may result in the noticing of a public hearing for consideration by the City Council to revoke the Conditional Use Permit in accordance with LGMC Title 17. If considered for revocation, the City Council shall consider the impact of the violation(s) on public health and

safety and the Permit Holder's ability and willingness to rectify the violation in a timely manner to minimize the impact on public health and safety.

mmm. The CUP shall be renewed three years after commencing operations. The City Council can deny a CUP renewal if it's determined that the MMD has operated contrary to the conditions of approval and the requirements of the LGMC, or if the MMD has become a public nuisance.

nnn. A conditional use permit modification is required prior to transfer of ownership or change in business name.

6. The applicant, project proponents, operators and owners of the subject property and the MMD shall indemnify, protect, defend, and hold harmless, the City and any agency thereof, and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees, or agents to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project. City shall promptly notify the applicant/subdivider of any claim, action, or proceeding brought within this time period, and City shall further cooperate fully.
7. The terms and conditions of the Conditional Use Permit shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to this Conditional Use Permit and the heirs, executors, administrators, successors, and assigns of each of them, including municipal corporations, public agencies, and districts.
8. This Conditional Use Permit expires April 19, 2023 (or such longer period as may be approved by the City Council of the City of Lemon Grove prior to said expiration date) unless all requirements of this Conditional Use Permit have been met prior to said expiration date.

**PASSED AND ADOPTED** on April 19, 2022 the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***





## OPERATIONS MANUAL

Earth & Ivy

PICK AXE HOLDINGS LLC

**CITY OF LEMON GROVE**

**APR 14 2022**

**COMMUNITY DEVELOPMENT**

# DISPENSARY OPERATIONS MANUAL

This Operations Manual shall serve as an outline for the general operations of Earth & Ivy, a recreational and medical marijuana dispensary located at 8280 Broadway, Lemon Grove, California. Pick Axe Holdings LLC gives authorization for the city, its agents and employees, to seek verification of the information contained within the application;

1. Earth & Ivy
  - 1.1. Compliance with Local and State Law
  - 1.2. Community Liaison
  
2. Access to the Dispensary
  - 2.1. Site, floor plan, and facilities of the dispensary.
  - 2.2. Waiting Area
  - 2.3. Visitor procedures
  - 2.4. Retail Area
  - 2.5. Cannabis Goods Display
  
3. Security
  - 3.1. Comprehensive asset protection plan
  - 3.2. Surveillance systems and equipment
  - 3.3. Fire Plan
  
4. Transactions
  - 4.1. Cannabis goods for sale
  - 4.2. Daily Limits
  - 4.3. Point of Sale
  - 4.4. Record of Sales
  
5. Inventory
  - 5.1. Inventory Control
  - 5.2. Inventory Reconciliation
  - 5.3. Track and Trace
  - 5.4. Waste Disposal Plan
  - 5.5. Weapons storage and use plan
  
6. Employees
  - 6.1. Personnel Philosophy
  - 6.2. Hiring practices
  - 6.3. Employee Scheduling
  - 6.4. Workforce security
  - 6.5. Employee Training
  - 6.6. Background screening
  - 6.7. Personnel records

## 1. Earth & Ivy

### 1.1. Compliance with Local and State Law

Earth & Ivy will take all necessary steps in order to maintain up-to-date on and in compliance with all local and state regulations on the operations of a medical and recreational marijuana retail storefront; as well as all local and state regulations regarding the sale of medical and recreational marijuana in the City of Lemon Grove, County of San Diego, State of California.

In addition, Earth & Ivy will take all necessary steps in order to address all of the concerns outlined in the August 23, 2013 “Cole Memo” as follows:

- Preventing the distribution of marijuana to minors;
- Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs and cartels;
- Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
- Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
- Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
  - Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
- Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
- Preventing marijuana possession or use on federal property.

### 1.2 Dispensary Director and Community Liaison

Christopher Williams - Dispensary Director and Community Liaison  
8260 Broadway, Lemon Grove, CA 91945  
(619) 847-8264  
[Chris@xmgMedia.com](mailto:Chris@xmgMedia.com)

Kathleen McLean - Community Liaison  
8260 Broadway, Lemon Grove, CA 91945  
(619) 384-3171 [kathleen@xmgmedia.com](mailto:kathleen@xmgmedia.com)

## 2.2 Visitor procedures

### Access to Earth and Ivy Premises.

Earth and Ivy intends to be a licensed retailer with an A-designation and M-designation from the Department of Cannabis Control.

- (a) Access to the Earth and Ivy premises will be limited to individuals who are at least 21 years of age.
- (b) Unless an individual is at least 18 years of age and has a valid physician's recommendation for medicinal cannabis.

### Retail Customers.

- (a) Earth and Ivy shall only sell adult-use cannabis goods to individuals who are at least 21 years of age after confirming the customer's age and identity by inspecting a valid form of identification provided by the customer as required by the Department of Cannabis Control and the city of Lemon Grove
- (b) Earth and Ivy shall only sell medicinal cannabis goods to individuals who are at least 18 years of age and possesses a valid physician's recommendation after confirming the customer's age, identity, and physician's recommendation as required by the Department of Council Control and city of Lemon Grove
- (c) Acceptable forms of identification include the following:
  - (d) A document issued by a federal, state, county, or municipal government, or a political
  - (e) subdivision or agency thereof, including, but not limited to, a valid motor vehicle operator's license, that contains the name, date of birth, height, gender, and photo of the person;
- (f) A valid identification card issued to a member of the Armed Forces that includes the person's name, date of birth, and photo; or
- (g) A valid passport issued by the United States or by a foreign government.

All visitors who require access to a limited access area of the Dispensary will follow specific procedures to gain entry. No one under 18 years of age will be permitted to enter a limited access area of the facility. The visitor protocol will include the following:

- Upon request for access to a limited access area, the receptionist will verify the identity of the visitor and record their information in the point of sale system, noting the person is a visitor.
- The receptionist will capture the visitor's full name, company (if applicable), a photo of the visitor, and the reason for the visit. These details will be entered into the visitor log.
- The visitor will sign the visitor's log, documenting the date and time.
- The visitor will be issued a visitor I.D. with the I.D. number documented on the visitor log.
- The Asset Protection Personnel or a designated employee will escort the visitor in the limited access areas at all times.
- The purpose of the visit as well as the areas visited and personnel visited will be captured.
- The visitor will not be allowed to touch any marijuana located in a limited access area.
- Upon leaving the limited access areas, the visitor will sign out on the visitor log, documenting the date and time and return the visitor I.D. badge.

The Department of Cannabis and its authorized agents may enter the facility if necessary to perform the governmental officials' functions and duties. The authorized agent will also follow all visitor protocols except for the 24 hour approval; however, that 24 hour approval is preferred. Prior to allowing an authorized agent, the Asset Protection Personnel must follow protocols to confirm the agent is authorized. No one may gain consideration or compensation for allowing visitors to enter a limited

access area. The visitor's logs will be maintained electronically and will be available to regulators upon request.

## **2.3 Retail Area**

Customer Access to the Retail Area.

- (a) Individuals will be granted access to the retail area to purchase cannabis goods only after the retailer or an employee of the retailer has confirmed the individual's age and identity via acceptable form of identification.
- (b) Earth and Ivy will have at least one employee physically present in the retail area at all times when individuals who are not employees of the licensed retailer are in the retail area.
- (c) All sales of cannabis goods will take place within the retail area of Earth and Ivy, except for cannabis goods sold through delivery

Cannabis goods will only be displayed and sold in the designated retail area. Earth & Ivy employees will always be physically present in the retail area when there are individuals who are not employees of the dispensary in the retail area.

## **2.4 Cannabis Goods Display**

Earth & Ivy shall only display cannabis goods for sale in the designated retail area. All cannabis goods will be appropriately labelled in accordance with packaging requirements set forth by the Department of Cannabis Control. The amount of THC in each package, the amount of THC in each dose, and the tested cannabinoids will be clearly labelled on the product.

The amount of cannabis goods that are displayed shall not exceed the average amount of cannabis goods the licensed dispensary sells during an average one day period. The remainder of the licensee's inventory of cannabis goods shall be stored outside of the retail area in designated storage areas and locking cabinets.

Cannabis goods may be removed from their packaging and placed in containers to allow for customer inspection. The containers shall not be readily accessible to customers without assistance of dispensary personnel. A container must be provided to the customer by the licensee or employee, who shall remain with the customer at all times that the container is being inspected by the customer.

Cannabis goods removed from their packaging for display shall not be sold, shall not be consumed, and shall be destroyed according to local and State regulations when the medical cannabis goods are no longer used for display.

## **3. Security**

Earth & Ivy will have commercial grade equipment which will prevent unauthorized entry and to prevent and detect diversion, theft, or loss of cannabis or cannabis products.

The proposed protocols and procedures have proven to be successful in protecting people, physical locations, products, but most importantly customers. This plan establishes base-operating functions scaled to support initial operations and is easily duplicable and expandable to support multiple regions and a significant increase in product demand. The emphasis of this plan is to ensure compliance with all applicable laws, policies and regulations that apply to this industry and to safeguard the public, our employees, property, and products.

This plan is based on an Asset Protection Command Center (APCC) that is located in the proposed retail location. In totality, this plan lays out an approach that relies on depth of coverage, redundancy, signature reduction and the active management of a professional asset protection team by a highly qualified Director of Asset Protection. As with all plans, realities of the environment will prompt changes. Earth & Ivy recognizes the dynamic nature of this process and is postured to adapt appropriately to ensure the best possible asset protection program is implemented and continually observed for the safety and security of the enterprise. Regular inspections of equipment and standard operating procedures (SOPs) are mandatory with record retention policies monitoring on an on-going basis.

The following parties will be responsible for implementation and execution of the asset protection plan:

1. Director, Asset Protection and Security – A management level supervisor that monitors and supervises the duty performance of the asset protection command center and other asset protection personnel. Monitors and verifies serviceability and performance of all supporting technical systems and coordinates for immediate corrective action if deficiencies occur. Ensures the security of all our company's personnel, products, and facilities and in all areas where our company handles, stores, or sells cannabis.

Monitors, reviews, and updates compliance and security protection systems, policies, and procedures to ensure their effectiveness. Files appropriate compliance and security related reports with regulatory agencies. Ensures all security equipment, cameras, alarms, locks, safes, and emergency notification equipment, internal communication equipment, panic buttons and other kinds of security equipment are in place and functioning correctly. Creates, reviews, updates, supervises and directs execution of emergency action plans. Coordinates supporting functions of screening, onboarding, training, and integration of new employees. Oversees internal and external reporting systems such as ingress/ egress record keeping, product handling procedures, storage procedures, product display, and dispensing processes, transportation procedures, facility opening and closing rules, external security systems and procedures, procedures for accessing restricted areas, suspected diversion procedures, procedures for dealing with internal emergencies or incidents with regulated waste disposal, and changes in employee information. Directs the execution of all emergency action plans and maintains continuous communications between all internal stakeholders and outside supporting agencies.

2. Asset Protection Operations Officer – Monitors and provides direct interface (command and control) of all integrated security protection systems and asset protection personnel on the company's facilities or conducting transportation operations. Manages multiple data feeds (cctv, alarms, gps trackers, communication systems) and directs response options as appropriate. Serves as the immediate interface between Earth & Ivy and law enforcement or other emergency responders. Provides planning support to the director, asset protection for transportation and other activities as required.

3. Asset Protection Personnel – The primary role of on-site asset protection personnel is to detect, observe, recognize, identify, deter, report, and when appropriate, intervene in criminal activity directed against the facilities, employees, or customers. Asset protection personnel will stand posts as directed at access control points, designated locations inside the facility and conduct both foot and vehicular patrols (indoors and outdoors.) Asset protection personnel are required to carry the appropriate license per the county and state regulations and be thoroughly familiar with state and company guidelines on use of force. must be thoroughly familiar with all emergency action plans and be capable of supporting implementation with little or no notice.

The Earth & Ivy of the comprehensive asset protection plan is the situational awareness and real time responsiveness provided by the Asset Protection Command Center (APCC.) The APCC will be located in the proposed storefront location will serve as the asset protection and security related information, real time monitoring of the retail storefront, tracking and control of all merchandise transport, emergency response actions and continuity of operations for Earth & Ivy. The APCC also provides upward and outward communication to Earth & Ivy management and outside agencies. Only authorized asset protection personnel will have access to the APCC which will be monitored 24 hours a day 365 days a year and the APCC's use will be limited to managing the security and surveillance systems. Only authorized asset protection personnel will have access to the locked APCC, except for key Earth & Ivy management as needed. Features of the APCC include:

- A) A visual command center that facilitates real-time monitoring of multiple information feeds from on-site, mobile, and remote sites including CCTV feeds, communications from asset protection personnel and delivery and transport teams, GPS tracking for all cargo and vehicles and alarm and intrusion detection systems for production and if relevant, point of sale locations. Our systems also allow the APCC to monitor traffic cameras and weather conditions that can impact transport and delivery operations between facilities.
- B) A planning area to develop and implement the procedures, tactics and techniques to successfully mitigate risks and threats to employees, facilities, and resources.
- C) A centralized location to on-board, train, and integrate new employees to establish a common understanding of asset protection procedures, employee responsibilities, and requirements. This function works in close cooperation with the Human Resources department.
- D) Active monitoring of the retail storefront and operations.
- E) Continuous threat assessment for both security and non-security related emergencies (i.e. power loss, natural disasters, etc.) and provides the continuity of operations site for the Company's operations when criteria prompting secondary operating procedures occur.
- F) A standing liaison with San Diego County Sheriff – Lemon Grove law enforcement and emergency responders.

The Asset Protection Plan for the retail storefront is anchored on signature reduction – keeping the facility and its activity in a posture that minimizes undue attention and a redundant layered system of barriers, perimeter intrusion detection systems, and surveillance with active patrolling.

### **3.1 Comprehensive Asset Protection Plan**

The key functions of the thorough asset protection plan include targeted focus on the following elements:

1. Hours of Operation – Earth & Ivy will provide a 24/7/365 monitoring and tracking facility for the retail storefront, and the secure transport of product. Security at this facility will provide access control, video, and alarm monitoring and a physical presence at key locations throughout the retail storefront such as limited access points and product storage and inventory acceptance areas. Asset Protection personnel will also monitor and report on the perimeter security and outdoor spaces (i.e. parking lots, support structures, key infrastructure, etc.) of the facility to ensure the integrity of physical barriers and report on suspicious activity that may indicate surveillance or attempts towards pilferage. During periods when the retail storefront is closed (after hours or holidays); asset protection personnel will monitor the facility via the APCC.
2. Personnel Security Equipment – All asset protection personnel will carry two-way communications for push talk communications radio/cell phone between asset protection personnel, a state approved non-lethal disabling agent (chemical irritant spray), personnel restraints (handcuff or flex cuff), a high lumen flashlight, and a compact multi-tool.

3. Exterior Facility Security – The security of the retail storefront begins with exterior physical barriers that blend in with the design of the storefront. The perimeter will be under observation by the APCC via CCTV. Earth & Ivy security personnel will supervise all movement of product into or out of the storefront for bulk transport purposes. The premises will be clearly marked at all entrances with signage stating THESE PREMISES ARE UNDER CONSTANT VIDEO SURVEILLANCE. All exterior limited access doors will be locked at all times, both during non-working hours and during working hours. All public entrance doors will be locked always during non-working hours.

4. Enhanced Guard Duty System – Earth & Ivy will use a guard duty system to further ensure that the Asset Protection Personnel are completing all their tasks throughout the day to properly monitor and protect Earth & Ivy assets and help prevent any potential maintenance and operations issues. The recording tag numbers along with each associated timestamps are uploaded via wireless communication for processing and verification. The results can be displayed on the APCC monitor, printed, or emailed so that management can review at once the job performance data of the asset protection personnel.

5. Exterior Lighting – Illumination of the facilities’ exterior is key to the asset protection plan. Earth & Ivy will follow recommendations of IES. IES is considered the lighting authority throughout North America and design professionals and those looking for standards of care for illumination look to this organization for the appropriate values and principles.

Horizontal Illuminance- This is the standard for assessing effective lighting primarily because many tasks are horizontal, and the measurements are easy to make.

Vertical Illuminance- This is critical because one of the main security issues is identifying persons and vehicles and their movement which is best done by viewing their vertical surfaces.

Uniformity/Shadows- This is important primarily to avoid dark areas where persons or objects may be hidden. Uniformity has also been found to be useful in enhancing video camera effectiveness. Glare

Lighting- Lighting aimed in the wrong direction can cause glare that can adversely affect the ability of occupants and security personnel to identify persons and/or objects.

6. Interior Lighting – Illumination of the facilities’ interior is key to the asset protection plan as well. The interior lighting will ensure proper surveillance of the retail storefront. The lighting will work in tandem with the security cameras to produce the proper images for any investigations that may be required. Creating an appealing visual environment is integral to building a successful retail business. Earth & Ivy will deploy the latest advances in lighting technology to improve security and decrease energy usage.

7. Auxiliary Power Systems – Earth & Ivy will have the appropriate generators installed that will activate upon power loss of key security systems that will at a minimum provide power for at least 48 hours. The fail-secure style electronic key access doors will also have traditional physical key locking devices which are inherently activated upon a power outage to prevent locks from becoming released during a power outage. These systems will have protocols for activation by the Asset Protection Personnel on duty or designated employee on call at each facility.

8. Access Control – At the entrance of the facility in a conspicuous location a sign will be posted stating – THESE PREMISES ARE UNDER CONSTANT VIDEO SURVEILLANCE. Upon entry into the retail storefront, customers will be recognized and properly identified with the appropriate medical marijuana card or valid state issued I.D. There will be limited access areas in the retail storefront. Visitors may be allowed in limited access areas for special circumstances but only while being escorted by an employee and following the proper visitor logging protocols. These limited access areas will be



always utilized for storage of all products except when product is pulled for a specific purchase by an authorized customer. The limited access areas will be identified according to State regulation stating Do Not Enter – Limited Access Area – Access Limited to Authorized Personnel and Escorted Visitors. Authorized personnel primarily consist of Earth & Ivy management, storefront personnel, and Earth & Ivy asset protection personnel. The access control begins at a single point of entry to the facilities. All customers and employees will enter the facility in the front primary entrance at all times.

The primary tool for access control is an employee RFID card issued to each employee during on-boarding and featuring a current photo and other key verifiable employment info. Each employee will be required to wear a company issued I.D. as well as a State issued I.D., if issued, at all times while on duty for the Company. The I.D. must be visible at all times. In addition to providing photo identification, each RFID card is also a proximity sensor for the access control systems and is tied to a Personal Identification Number (PIN) that is unique to each employee. Each employee will use the RFID card to gain access into the primary building. To gain ingress into an authorized space each employee will be required to have the card in their possession and enter the correct PIN, where required. PINs will be assigned by the Director, Asset Protection and Security and will be safeguarded for his/her eyes only. Each employee must use the door sensor, even if multiple people are accessing the door at the same time. There shall be no ‘tailgating’ through access doors. Access for non-supervisory employees will be restricted to their specific work areas and common areas such as the locker rooms and break area – exceptions for supervisors and security personnel will be programmed and recorded on an as needed basis. Attempts at unauthorized entries will trigger an alert to the APCC. Additionally, entries are tracked and recorded for audit and forensic purposes. Another aspect of access control that Earth & Ivy employs is restricting personally owned electronic devices (cell phones, music players, cameras, etc). Personal cell phone use will be limited to the break area. The Director, Asset Protection and Security may grant exemptions based on management or work flow needs.

### **3.2 Surveillance Systems and Equipment**

The security system will have fixed camera placement with appropriate lighting to capture clear images of individuals and activities. The equipment will have the ability to produce digital format images as well as posted with date/time and maintain the files in a secure location. At a minimum, the following areas at the proposed retail storefront will have fixed cameras:

- All exterior entrances and exits (both indoor and outdoor view)
- All entrances / exits to limited access areas
- The asset protection command center
- Rooms with exterior entry points such as windows
- Along the exterior of the perimeter of the facility

Security Monitoring: A reputable vendor providing 24 hour service will accommodate security/alarm monitoring of security technology operations and ongoing maintenance. Earth & Ivy APCC will have 24 hour monitoring via monitors of all CCTV systems and GPS tracking. If a mechanical malfunction of any security equipment is detected, the malfunction will be reported internally and serviced immediately. If the malfunction exceeds an 8-hour period, the Company will alert the local agencies and the Department of Cannabis Control with an action plan to correct and maintain a secure environment that is acceptable to the local agencies. Earth & Ivy will cooperate completely during any investigations and will provide security images as requested in the required timing.

The system also features an integrated infra-red (IR) system and enhanced sensors for low light conditions that allow for minimal ambient lighting and the overall profile of the facility during nighttime hours. This surveillance system

includes silent security alarm signals (duress and holdup alarm), audible security alarms, critical incident response technology is activated via one of the stationary wall-mounted activation points. Upon initiation, all personnel within the organization, as well as local law enforcement will receive immediate emergency alerts via text and email notifications. Sirens and strobes will be initiated to alert personnel and disorient an active assailant, dispatch mechanisms including a pre-recorded programmed message requesting dispatch when activated over a communication system to law enforcement, public safety, and emergency services, failure notification systems that activate within 5 minutes of the failure, smoke and fire alarms, and motion detectors as well as other state-required security mechanisms. The systems will properly display date and time and will be recorded and stored according to the Lemon Grove municipal code and state of California in a format that may be easily accessed for investigative purposes.

Equipment Inspections: All surveillance equipment will be inspected at a minimum on an annual basis by an outside vendor as well as a monthly inspection by the designated Asset Protection Personnel of the Earth & Ivy to ensure proper performance and maintenance of the systems. All inspections will be kept by the Director Asset Protection and Security and made available upon request to the appropriate local and state regulators.

### **3.3 Fire Plan**

To make sure we develop a fire protection plan adequate in all of the occupancy categories relevant to cannabis dispensary, we have partnered with Cintas Fire Extinguisher Service & Sales to evaluate our building and assist us in crafting a comprehensive plan.

#### **Fire Safety**

We fully understand the importance of fire safety for operations. Earth & Ivy will do its best to learn from other examples to prevent problems from occurring with our facility.

Earth & Ivy recognizes that a prime motivation for regulating cannabis dispensaries is to protect the peace, health, safety, and welfare of the community from these types of problems. Electrical fires not only cause millions of dollars of property damage annually, but they also affect lives.

Because of the complex nature of a dispensary, which combines moderate-hazard manufacturing, medical-type services, and finished goods made available to a limited public, it needs to meet safety standards for F-1 (moderate-hazard manufacturing), B (professional service), and M (merchant) occupancy classifications.

#### **Fire Plan Overview - Preventive Safety Measures**

##### **1. Patron Service Areas of the Dispensary**

- a. In addition to the above, further fire safety measures must be adopted in the dispensary areas that will be frequented by patron members:
  - i. Promulgation of a strict no-smoking policy and other fire prevention rules to all members;
  - ii. Clearly marked and illuminated exits and evacuation routes; and
  - iii. A dispensary staff trained and routinely drilled in the proper procedures to evacuate members.

##### **2. Fire Suppression**

- a. Earth & Ivy will employ many techniques to mitigate and control fires if they occur. Smart mitigation techniques limit fire damage and danger, and they conserve the resources of the Heartland Fire and Rescue City of Lemon Grove by reducing the number of incidents that require response by firefighters. These mitigation techniques include the following:
  - i. Fire Alarms
  - ii. Sprinklers
  - iii. Extinguishers
  - iv. Monitoring Services

v. Fire Evacuation Plan

**3. Standardization of Procedures**

- a. Standardization of procedures is the only way to ensure accountability and comprehensive preparedness. Accordingly, Earth & Ivy has developed a set of standardized forms and checklists to ensure that our safety procedures are correctly implemented and followed. In our Fire Safety Plan we provide a sample of these safety procedure forms and checklists:
- i. Fire Risk Survey
  - ii. General Fire Prevention Checklist
  - iii. Exits Checklist.
  - iv. Flammable and Combustible Material Checklist

**4. First Aid and Safety**

- a. Cintas will provide a first aid kit and A.E.D. defibrillator on site for employees and customers.

**4. Transactions**

Once a patron has decided what they would like to purchase they will be guided to the cash register with the budtender who has been supervising and assisting them. When possible, Earth & Ivy will encourage the patron to pay via a debit or credit card in order to limit the amount of cash circulating the dispensary.

An employee will record the transaction through the dispensary's point of sale system. The products purchased will be recorded on the customer's profile for tracking of goods and adherence to daily limits. Customers can also pay for goods using cash or ATM/debit card. Customers will receive a receipt for products purchased immediately by print or digitally via email.

**4.1 Cannabis goods for sale**

Earth & Ivy shall not make any cannabis goods available for sale or delivery to a cannabis patron or primary caregiver unless:

- The cannabis goods were received from a licensed distributor; and
- Earth & Ivy has verified that the cannabis goods have not exceeded their expiration or sell-by date if one is provided.

**4.2 Daily Limits**

Earth & Ivy shall not sell cannabis goods to a customer or primary caregiver to exceed the daily purchasing limits set forth by the Department of Cannabis Control. Limits apply as follows:

1. Not more than one ounce (28.5 grams) of dried cannabis and up to eight grams of concentrates and manufactured products (including edibles, oils, extracts, and other products in a single day to a single recreational cannabis patron
2. Not more than eight ounces of cannabis in a single day to a single medical cannabis patron.
3. Not more than eight ounces of cannabis in a single day to a primary caregiver for each cannabis patron that the primary caregiver is authorized to purchase for.
4. If a cannabis patron or primary caregiver has a physician's recommendation that eight ounces of medical cannabis in a single day does not meet the medical cannabis patron's medical needs, the

medical cannabis patron or primary caregiver may purchase an amount of medical cannabis consistent with the patron's needs as recommended by a physician.

#### **4.3 Point of Sale**

Earth & Ivy will use a state-approved point of sale system that integrates with METRC. The point-of-sale system will maintain a record of all medical and recreational customers and their purchases. It will also maintain all records for inventory control and reconciliation.

#### **4.4 Record of Sales**

Earth & Ivy will maintain an accurate record of every sale made to a customer through the Point of Sale system. A record of a sale shall contain the following information:

- The name of the licensed dispensary employee who processed the sale.
- The date and time of the transaction
- A list of all the cannabis good purchased, including and quantity purchased
- The total amount paid for the sale including the individual prices paid for each cannabis good purchased and any amount paid for taxes
- The amount of THC purchased, in accordance with legal limits.
- General records will be kept and maintained according to CalCode Regs Tit4, Section 15037

### **5.**

#### **5.1 Inventory Control**

Earth & Ivy will maintain an accurate record of its inventory. We will provide the City of Lemon Grove and the Department of Cannabis Control with a record of its current inventory upon request. Earth & Ivy will maintain accurate METRC records of the inventory on hand. Earth & Ivy will keep a record of the following information for all cannabis goods the dispensary has in its inventory:

- A description of each item in the dispensary inventory. This description will be such that the cannabis goods can easily be identified;
- An accurate measurement of the quantity of the item;
- The sell-by or expiration date on any medical cannabis goods, if any;
- The name and license number of the licensed distributor that delivered the medical cannabis goods;
- The batch and lot numbers for the item;
- The price the licensed dispensary paid for the cannabis goods, including taxes, delivery costs, or any other costs.

- The retail price of the item;
- The THC and CBD content of the item;
- Any additional information required for tracking the item.

Earth and Ivy will adhere to Cal. Code Regs. Tit. 4, Sections 15400- 15427 unless required otherwise by 17.32.090 of Lemon Grove's Municipal Code.

## **5.2 Inventory Reconciliation**

Earth & Ivy will perform a reconciliation of its inventory at least once every seven days. We will verify that the dispensary's physical inventory matches the licensed dispensary's records pertaining to inventory. The result of inventory reconciliation will be retained in the dispensary's records and will be made available to the City of Lemon Grove and the Bureau of Cannabis Control upon request.

Earth & Ivy will update METRC with any changes in inventory including sales, purchases, and destruction of waste. If Earth & Ivy identifies any evidence of theft, diversion, or loss, the dispensary will notify the Lemon Grove Police Department and the Department of Cannabis Control. If a significant discrepancy is discovered which exceeds 5% or \$5,000 of the retail value of the inventory, Earth & Ivy will notify the Lemon Grove Police Department and the Department of Cannabis Control.

## **5.3 Track and Trace**

Our dispensary will enter the following events into the track and trace system:

1. Receipt of cannabis goods from a distributor or transporter;
  - a. Enter the following information:
    - i. Distributor's name and license number;
    - ii. Name of licensee who transported the cannabis good and license number
    - iii. Type of cannabis goods received;
    - iv. Amount received, by weight or count;
    - v. Best-by, sell-by, or expiration date, if any, of each product received;
    - vi. The date of receipt of cannabis goods; vii. The unique identifiers associated with the cannabis goods received;
    - vii. Other information required elsewhere by law.
2. Sale of medical cannabis goods to a cannabis patron or primary caregiver;
  - a. Enter the following information:
    - i. The name of the licensed dispensary employee who processed the sale;
    - ii. The name or a patron identification number of the medical cannabis patron or primary caregiver who made the purchase;
    - iii. The date and time of the transaction;
    - iv. A list of all of the cannabis goods purchased, including a description of the quantity purchased;
    - v. The unique identifiers associated with the cannabis goods sold; and vi. Other information required elsewhere by law.
3. Return of cannabis goods to a distributor;
  - a. Enter the following information:
    - i. Distributor's name and license number;
    - ii. Name of licensee who transported the cannabis goods and license number;
    - iii. Type of cannabis goods returned;
    - iv. Amount received, by weight or count;

- v. Best-by, sell-by, or expiration date, if any, of each cannabis good returned;
  - vi. The date of the return of medical cannabis goods;
  - vii. The unique identifiers associated with the cannabis goods returned; and
  - viii. Other information required elsewhere by law.
4. Destruction of cannabis goods;
- a. Enter the following information:
    - i. The name of the licensed dispensary employee who performed the destruction;
    - ii. The date and time of the destruction;
    - iii. A list of all of cannabis goods destroyed, including a description of the quantity destroyed;
    - iv. The unique identifiers associated with the cannabis goods destroyed; and
    - v. Other information required elsewhere by law.
5. Transfer of cannabis goods to a distributor for destruction;
- a. Enter the following information:
    - i. Distributor's name and license number;
    - ii. Name of licensee who transported the cannabis goods and license number
    - iii. Type of cannabis goods transferred;
    - iv. Amount transferred, by weight or count;
    - v. The date of the transfer of cannabis goods; vi. The unique identifiers associated with the cannabis goods transferred; vii. Other information required elsewhere by law.

## **5.4 Waste Disposal Plan**

This project will not utilize or store hazardous materials on site. All marijuana waste will be destroyed in accordance with regulations set forth by the Department of Cannabis Control. All general waste will be disposed of in designated waste receptacles and retrieved regularly by EDCO.

## **5.5 Weapons storage and use plan**

There are no weapons planned to be stored on site. If this changes, the Applicant will immediately notify the City of Lemon Grove.

# **6 Employees**

## **6.1 Personnel Philosophy**

Earth & Ivy is committed to engaging in professional recruiting practices to hire the most qualified candidates. Additionally, an active effort will be made to recruit a diverse workforce that reflects the community of Lemon Grove. Our employees will be paid fairly, well qualified, and will receive additional training to meet the needs of the customers at Earth & Ivy.

All employees will be fingerprinted and have successfully passed a level 2 background screening, livescans, per the requirements of the City of Lemon Grove. All employees will be issued a photo identification badge to be worn at all times while on the dispensary premises.

Earth & Ivy will provide employees with precise definitions of their responsibilities, clearly understood chains of authority, and thorough training of new responsibilities and policies.

## **6.2 Hiring practices**

The people Earth & Ivy hires will also be important for the overall security of the retail storefront. Earth & Ivy will hire employees who have a background of integrity and abiding by laws and regulations. All employees of Earth & Ivy will be a minimum of 21 years old or older. All employees will go through an extensive screening process including appropriate background checks to identify any past drug or theft related offenses. Those employees with past offenses most likely will not be hired. Earth & Ivy will be drug-free workplace.

## **6.3 Employee Scheduling**

Employees shall be scheduled in accordance with California State employment laws. Employees will be scheduled to work not more than eight (8) hours per day or forty (40) hours per week. Employees will be provided uninterrupted paid breaks and unpaid meal breaks.

## **6.4 Workforce security**

Making sure that our routine operations follow secure procedures is as important as physically securing each facility and having emergency response procedures in place. Consistent, proactive operational security policies and procedures greatly reduce the likelihood that emergencies will arise.

## **6.5 Employee Training**

The organization invests in the professional development and education of its personnel to uphold a standard of excellence, and provide patrons comprehensive product knowledge when selecting their medicinal marijuana products. The organization will require all employees to participate in the assigned education and training programs. Any employees that fail to pass the education and testing requirements may experience disciplinary action and/or termination.

A comprehensive handbook provides information to guide employees' behavior and relationship with Earth & Ivy (available for review upon request). The manual, which is furnished to all employees upon being hired, addresses the following:

- Earth & Ivy Philosophy
- New employee onboarding procedures
- Attendance, tardiness, and uniform policy
- Safety/Security policies and guidelines
- Drug and Alcohol policy
- Anti-Discrimination Policy
- Anti-Harassment Policy

Upon hiring, all dispensary employees will go through a comprehensive training. The program incorporates State of California requirements and regulations surrounding recreational and medical marijuana sales, Earth & Ivy policies, customer service procedures, and continuing education protocol. Training may vary depending on the employee's position at the dispensary.

- A worksheet regarding the current laws and regulations surrounding the sale of medical and recreational marijuana
- Standard operating procedures for sales transactions, inventory management, and customer service policies
- Point of sale system and cash management procedures
- Security procedures and policies, parking, limited access areas
- Protocols in case of emergencies, including rapid response to first responders

## **6.6 Background screening**

Earth & Ivy will perform background checks on all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

Earth & Ivy will complete criminal background checks, including verifying disqualifying offenses, by completing a Livescan. We will not employ anyone who has been convicted of a felony. Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any felony offenses.

Earth & Ivy will obtain the age of the applicant on each employee application. A copy of the applicant's valid, unexpired identification will be made and attached to each employment application. If an employee will be working in the capacity of "transporter", a copy of current auto insurance will be placed in the employee file and verified that insurance meets the state's minimum standard.

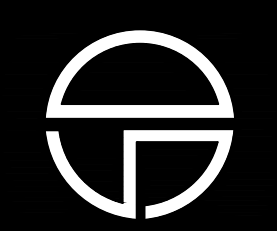
## **6.7 Personnel records**

Earth & Ivy will maintain personnel records for each employee, agent, or volunteer that includes:

- Application, I9, W4, and age verification
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters, and
- Record of any disciplinary action taken against an employee at any time during employment.
- These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us.







**TOPOGRAPHIC SURVEY**  
**EARTH AND IVY CUP**  
 8280 BROADWAY  
 LEMON GROVE, CA 91945

SHEET TITLE  
 JOB NAME

DESIGNER SPN  
 DRAWN JCF  
 CHECKED SPN  
 DATE 11-05-2021

BY  
 REVISION DESCRIPTION  
 NO. DATE

NO. DATE

NO. DATE

NO. DATE

NO. DATE

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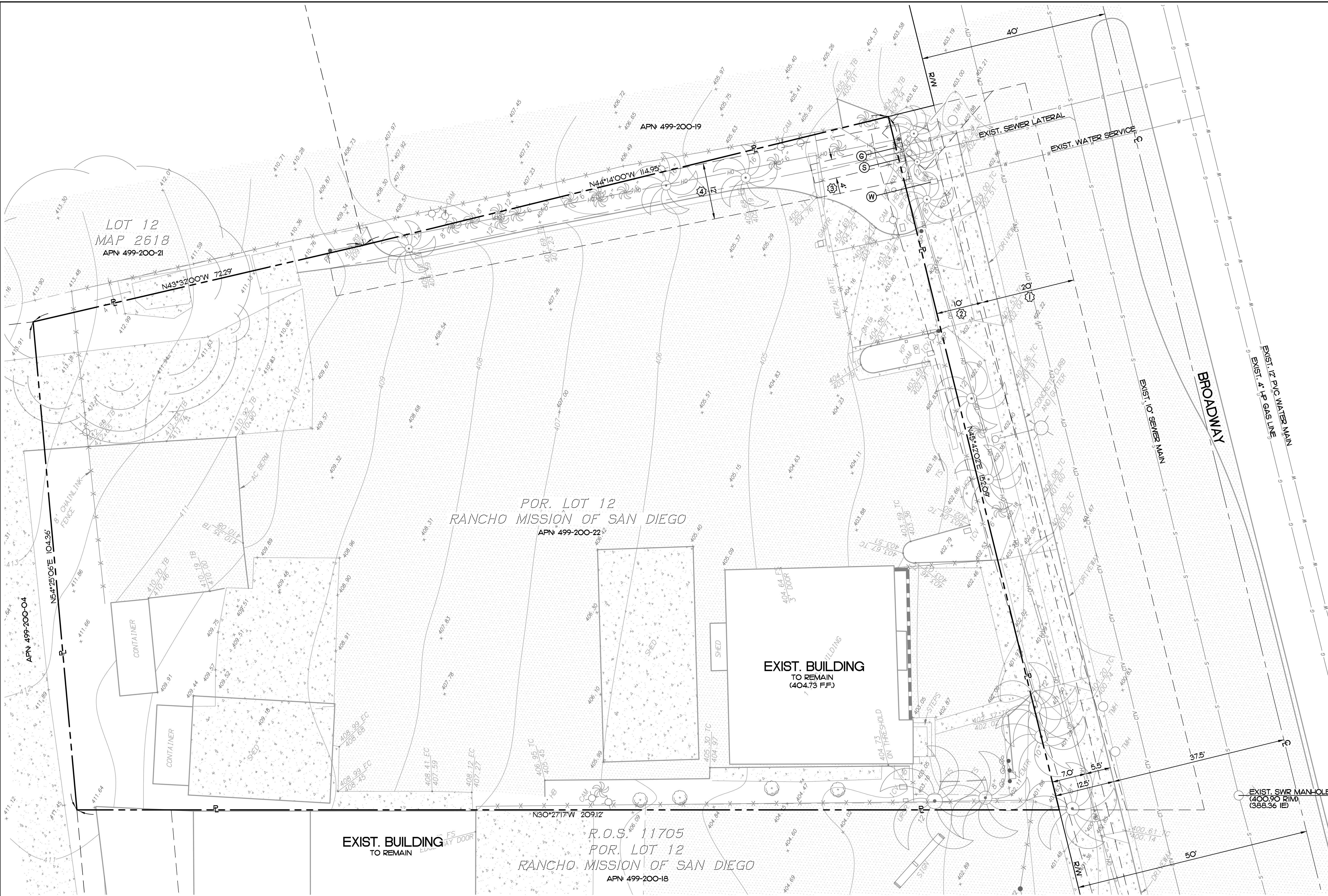
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**SNIPES-DYE ASSOCIATES 8348 CENTER DRIVE, SUITE G, LA MESA, CA 91942-2910 (619) 697-9234, FAX (619) 460-2033**

**T-1**

LEG3111



**LEGAL DESCRIPTION:**

LOTS 11 AND 12 IN BLOCK 5 OF CLEVELAND HEIGHTS, IN THE CITY OF SAN ALL THAT PORTION OF LOT 12 OF RANCHO MISSION OF SAN DIEGO, IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE PARTITION MAP THEREOF IN A DECREE OF THE SUPERIOR COURT OF THE STATE OF CALIFORNIA, IN AND FOR THE COUNTY OF SAN DIEGO, IN AN ACTION ENTITLED "JUAN M. LUCO, ET AL., VS. THE COMMERCIAL BANK OF SAN DIEGO, ET AL.," SUPERIOR COURT CASE NO. 348, ON FILE IN THE OFFICE OF THE COUNTY CLERK OF SAID SAN DIEGO COUNTY.

**BENCHMARK:**

THE BENCHMARK FOR THIS SURVEY IS THE COUNTY OF SAN DIEGO SURVEY POINT SD 0105, 2 IN SO NW COR 4X4 FT CONC DRN BOX E SIDE BIRDY DR 20 FT E CURB BETWEEN HOUSES #3653 & 3659; ELEVATION = 422.761, NGVD29.

**LEGEND:**

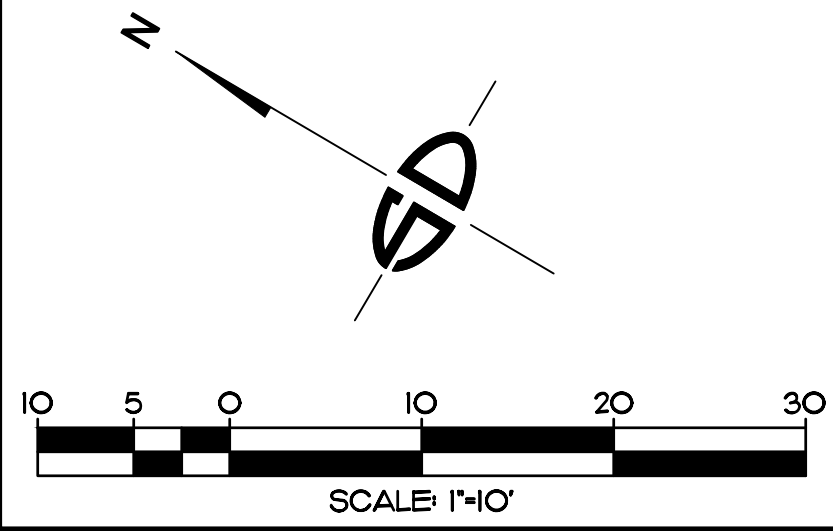
- INDICATES CONCRETE SURFACE.
- INDICATES ASPHALT SURFACE.
- INDICATES TREE WITH TRUNK DIAMETER.
- INDICATES PALM TREE WITH TRUNK DIAMETER.
- INDICATES OVERHEAD LIGHT.
- INDICATES POWER POLE.
- INDICATES GUARD POST.
- INDICATES BACKFLOW PREVENTOR.
- INDICATES CAMERA.
- INDICATES EDGE OF CONCRETE.
- INDICATES ELECTRICAL CABINET.
- INDICATES ELECTRICAL METER.
- INDICATES ELECTRICAL RISER.
- INDICATES ELECTRICAL VAULT.
- INDICATES FINISH SURFACE.
- INDICATES GATE MOTOR.
- INDICATES GAS RISER.
- INDICATES HOSE BIB.
- INDICATES IRRIGATION CONTROL VALVE.
- INDICATES KEYPAD.
- INDICATES MAIL BOX.
- INDICATES STREET LIGHT HANDHOLE.
- INDICATES SEWER MANHOLE.
- INDICATES TOP OF BERM.
- INDICATES TOP OF CURB.
- INDICATES TELECOMMUNICATION CABINET.
- INDICATES TELECOMMUNICATION COLUMN.
- INDICATES TELECOMMUNICATION MANHOLE.
- INDICATES TIRE STOP.
- INDICATES TRAFFIC SIGNAL.
- INDICATES TOP OF WALL.
- INDICATES UTILITY CLEANOUT.
- INDICATES UTILITY RISER.
- INDICATES WATER METER.
- INDICATES SEWER LINE.
- INDICATES WATER LINE.
- INDICATES GAS LINE.
- INDICATES CABLE TV LINE.
- INDICATES OVERHEAD LINES.
- INDICATES FENCE LINE.

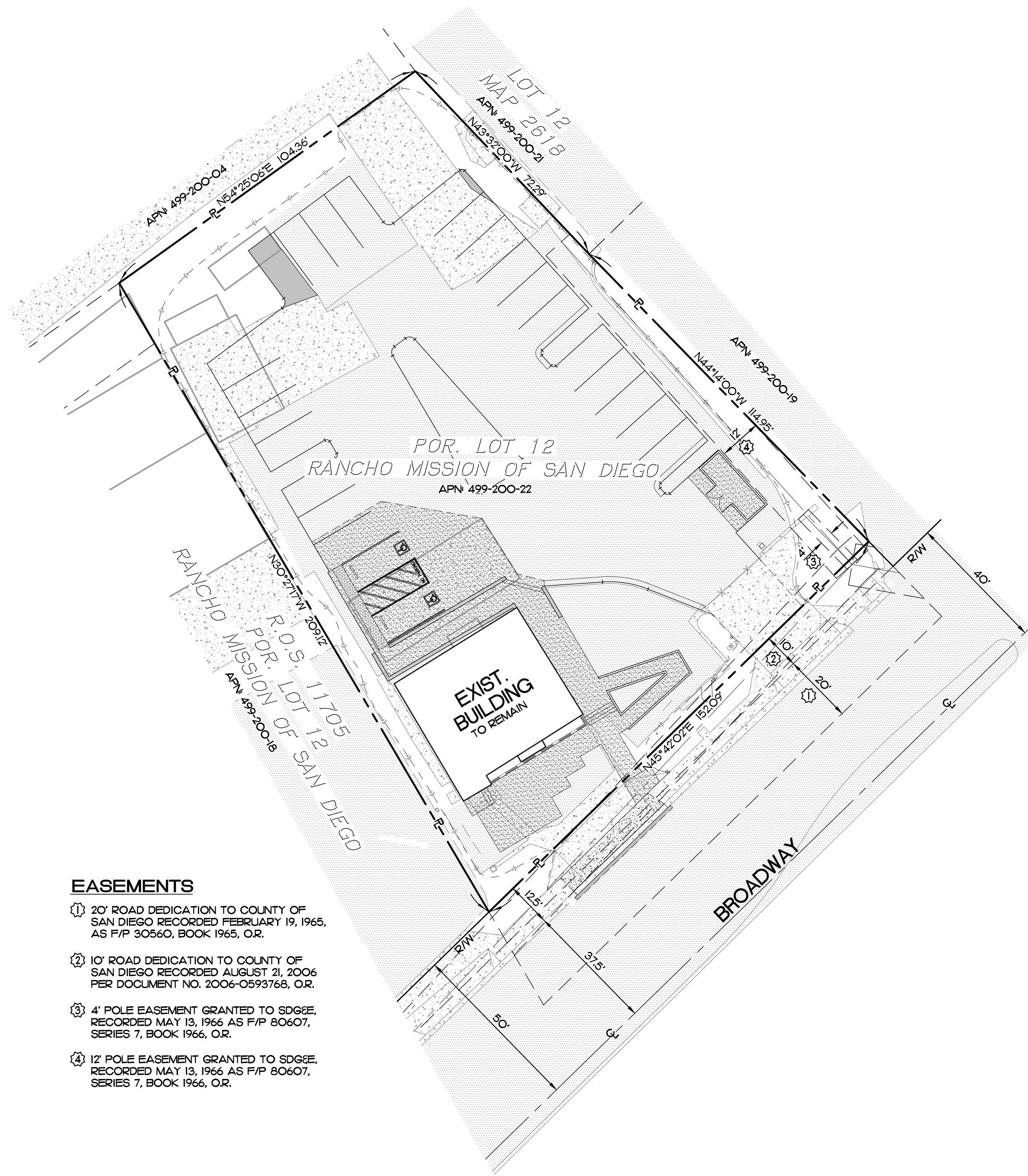
**EASEMENTS**

- 1) 20' ROAD DEDICATION TO COUNTY OF SAN DIEGO RECORDED FEBRUARY 19, 1965, AS F/P 30560, BOOK 1965, O.R.
- 2) 10' ROAD DEDICATION TO COUNTY OF SAN DIEGO RECORDED AUGUST 21, 2006 PER DOCUMENT NO. 2006-0593768, O.R.
- 3) 4' POLE EASEMENT GRANTED TO SDG&E, RECORDED MAY 13, 1966 AS F/P 80607, SERIES 7, BOOK 1966, O.R.
- 4) 12' POLE EASEMENT GRANTED TO SDG&E, RECORDED MAY 13, 1966 AS F/P 80607, SERIES 7, BOOK 1966, O.R.



WILLIAM A. SNIPES  
 11-05-2021





**EASEMENTS**

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- ② 10' ROAD DEDICATION TO COUNTY OF SAN DIEGO RECORDED AUGUST 21, 2006 PER DOCUMENT NO. 2006-0593768, O.R.
- ③ 4' POLE EASEMENT GRANTED TO SDG&E, RECORDED MAY 13, 1966 AS F/P 80607, SERIES 7, BOOK 1966, O.R.
- ④ 12' POLE EASEMENT GRANTED TO SDG&E, RECORDED MAY 13, 1966 AS F/P 80607, SERIES 7, BOOK 1966, O.R.

**SITE PLAN**  
SCALE: 1"=20'

**OWNER / APPLICANT**

PICK AXE HOLDINGS, LLC  
7364 MISSION GORGE RD  
SAN DIEGO, CA 92120  
PHONE: (619) 847-8265  
ATTN: CHRISTOPHER WILLIAMS

**PROJECT INFORMATION**

ASSESSOR'S PARCEL NUMBERS: 499-200-22  
SITE ADDRESS: 8280 BROADWAY, LEMON GROVE, CA 91945  
TOPOGRAPHY: SNIPES-DYE ASSOCIATES  
PROJECT NO.: LG3111, DATED SEPTEMBER 2021

**LEGAL DESCRIPTION**

ALL THAT PORTION OF LOT 12 OF RANCHO MISSION OF SAN DIEGO IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AS CONVEYED TO THE STATE OF CALIFORNIA IN GRANT DEED RECORDED DECEMBER 8, 1992 IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY AS DOCUMENT NO. 1992-0784978.

**PRELIMINARY IMPROVEMENT PLAN**

**NOTE**

- 1. THIS PLAN IS PROVIDED TO ALLOW FOR FULL AND ADEQUATE DISCRETIONARY REVIEW OF A PROPOSED DEVELOPMENT PROJECT. THE PROPERTY OWNER ACKNOWLEDGES THAT ACCEPTANCE OR APPROVAL OF THIS PLAN DOES NOT CONSTITUTE ANY APPROVAL TO PERFORM ANY IMPROVEMENTS SHOWN HEREON, AND AGREES TO OBTAIN A VALID RIGHT-OF-WAY PERMIT BEFORE COMMENCING SUCH ACTIVITY.

**EARTHWORK QUANTITIES**

**GRADING**

EXCAVATE: O C.Y.  
FILL: O C.Y.  
EXPORT/IMPORT: O C.Y.  
ON-SITE DISTURBED AREA: 10,944 S.F. (0.25 AC.)  
OFF-SITE DISTURBED AREA: 599 S.F. (0.01 AC.)  
TOTAL DISTURBED AREA: 11,543 S.F. (0.26 AC.)

**GRADING TABULATION**

NEW IMPERVIOUS SURFACE AREA:  
306 SF. (0.01 AC.)  
REMOVE/REPLACED IMPERVIOUS SURFACE AREA:  
4,233 SF. (0.10 AC.)  
4,539 SF. (0.11 AC.) TOTAL

REMOVE EXIST. IMPERVIOUS SURFACE AREA FOR PLANTING AREA:  
5,446 SF. (0.13 AC.)

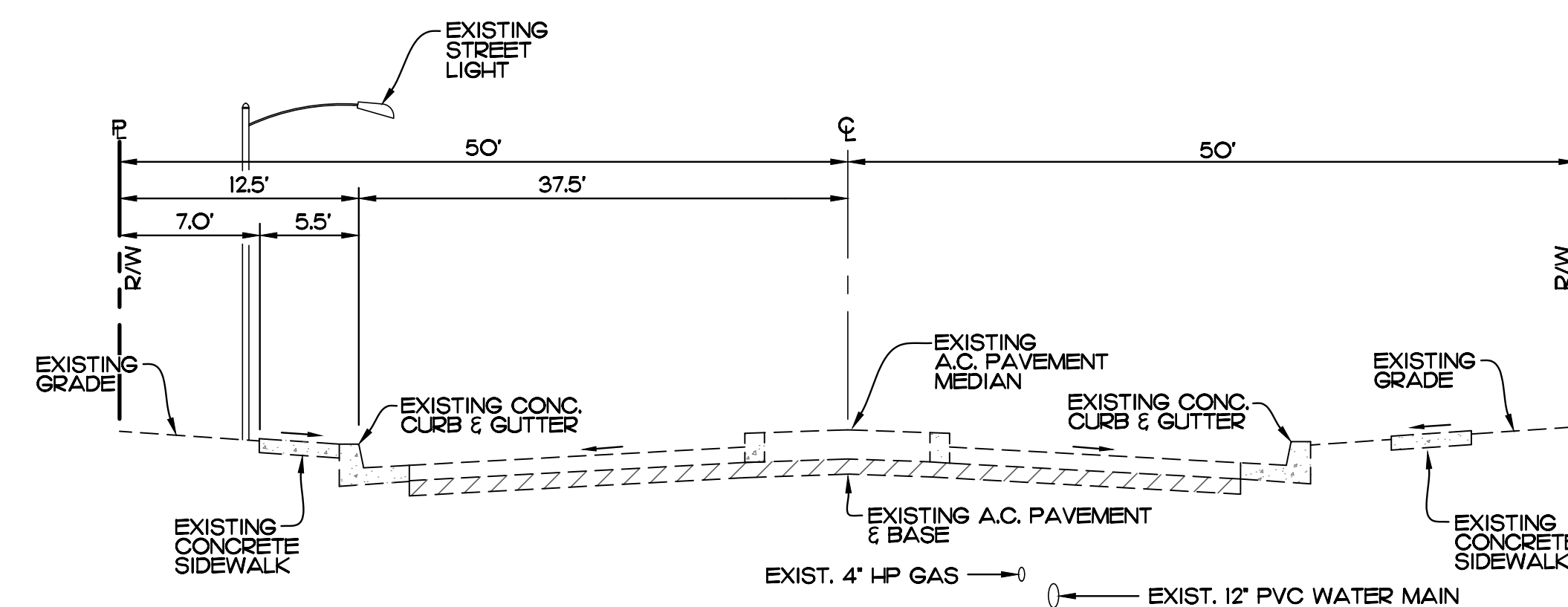
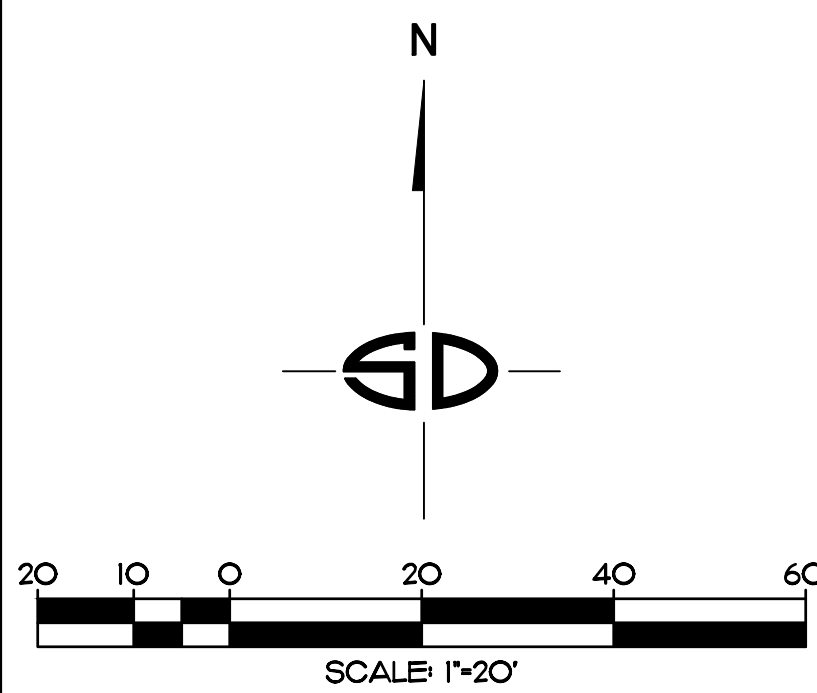
**LEGEND**

**EXISTING IMPROVEMENTS**

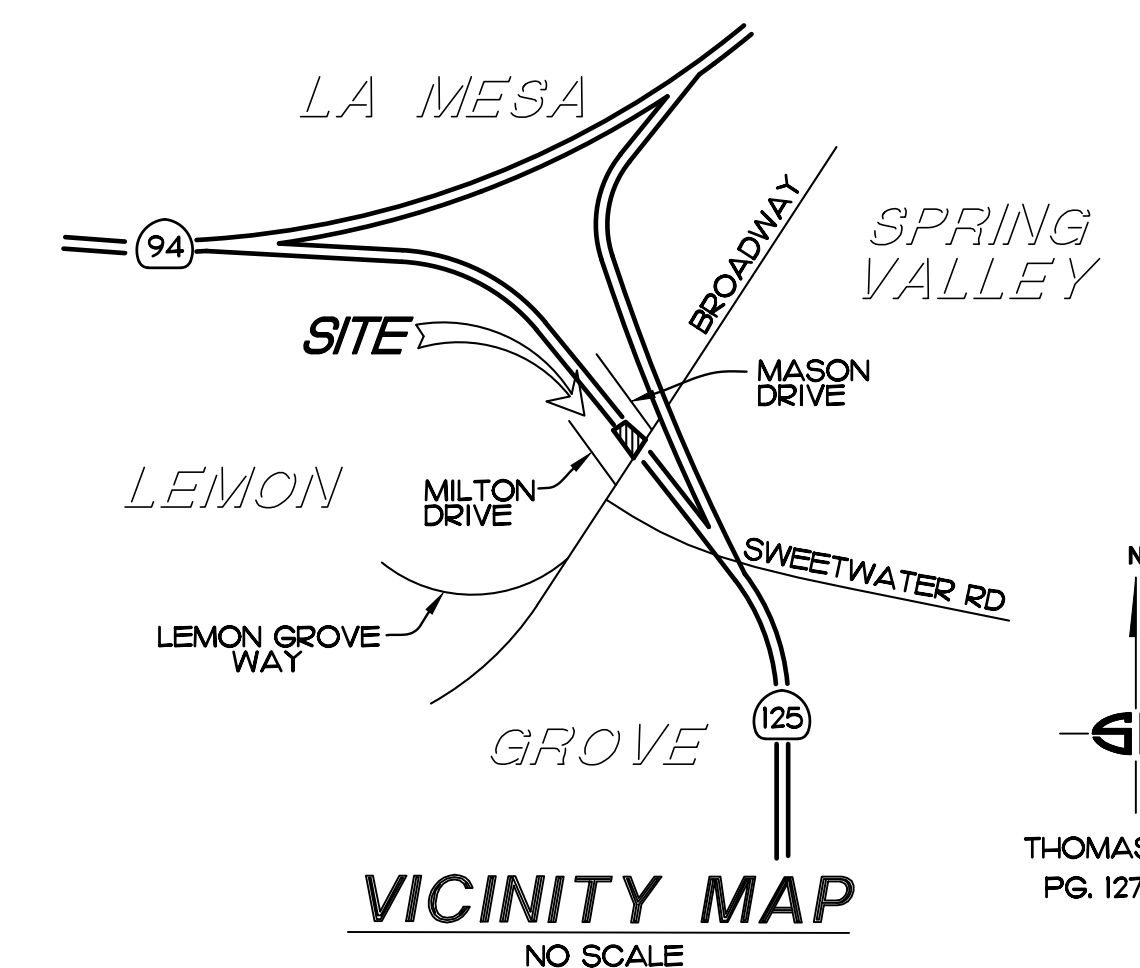
IMPROVEMENT	SYMBOL
EXISTING CONTOUR (1' INTERVALS)	405
EXISTING SPOT ELEVATION	404.63
EXIST. A.C. PAVEMENT	[Symbol]
EXIST. CONC. PAVEMENT	[Symbol]
EXIST. TREE W/ TRUNK DIA.	[Symbol]
EXIST. WATER MAIN	[Symbol]
EXIST. SEWER MAIN	[Symbol]
EXIST. GAS LINE	[Symbol]
EXIST. OVER-HEAD UTILITIES	[Symbol]
EXIST. CATV LINE	[Symbol]
EXIST. WATER SERVICE	[Symbol]
EXIST. SEWER LATERAL	[Symbol]
PROPERTY BOUNDARY	[Symbol]

**PROPOSED IMPROVEMENTS**

PROPOSED CONTOUR (1' INTERVALS)	405
PROPOSED SPOT ELEVATION	407.40 TC (406.9)
PROPOSED A.C. PAVEMENT & BASE	[Symbol]
PROPOSED CONC. SIDEWALK	[Symbol]
PROPOSED CONC. PAVEMENT	[Symbol]
PROPOSED 4'-6" DIA. ROCK SWALE	[Symbol]
PROPOSED 6" CONC. CURB	[Symbol]
PROPOSED 6" CONC. CURB/GUTTER	[Symbol]
PROPOSED 12" CATCH BASIN	[Symbol]
PROPOSED 2-3" UNDERDRAIN PIPES	[Symbol]



**TYPICAL CROSS-SECTION - BROADWAY**  
NO SCALE



**VICINITY MAP**  
NO SCALE



**ENGINEER OF WORK**  
**Snipes-Dye associates**  
civil engineers and land surveyors  
8348 CENTER DRIVE, STE. G, LA MESA, CA 91942  
TELEPHONE: (619) 697-9234 FAX: (619) 460-2033  
*Tom P. M...* 11/19/21  
SON P. NGUYEN R.C.E. 86249  
EXPRES 03-31-23

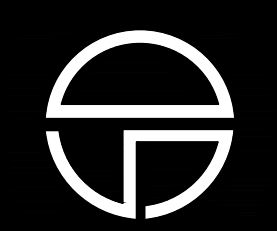


**CONCEPTUAL GRADING PLAN**  
**EARTH AND IVY CUP**  
**8280 BROADWAY**  
**LEMON GROVE, CA 91945**  
**SNIPES-DYE ASSOCIATES 8348 CENTER DRIVE, SUITE G, LA MESA, CA 91942-2910 (619) 697-9234, FAX (619) 460-2033**

NO.	DATE	REVISION DESCRIPTION

SHEET TITLE: CONCEPTUAL GRADING PLAN  
 JOB NAME: EARTH AND IVY CUP  
 DESIGNER: SPN  
 DRAWN: JGF  
 CHECKED: SPN  
 DATE: 11-09-2021

**C-1**  
 JOB NO.: LG3111



SHEET TITLE: **CONCEPTUAL GRADING PLAN**  
 JOB NAME: **EARTH AND IVY CUP**  
 8280 BROADWAY  
 LEMON GROVE, CA 91945

DESIGNER: SPN  
 DRAWN: JGF  
 CHECKED: SPN  
 DATE: 11-09-2021

NO.	DATE	BY	NO.	DATE	BY	REVISION DESCRIPTION

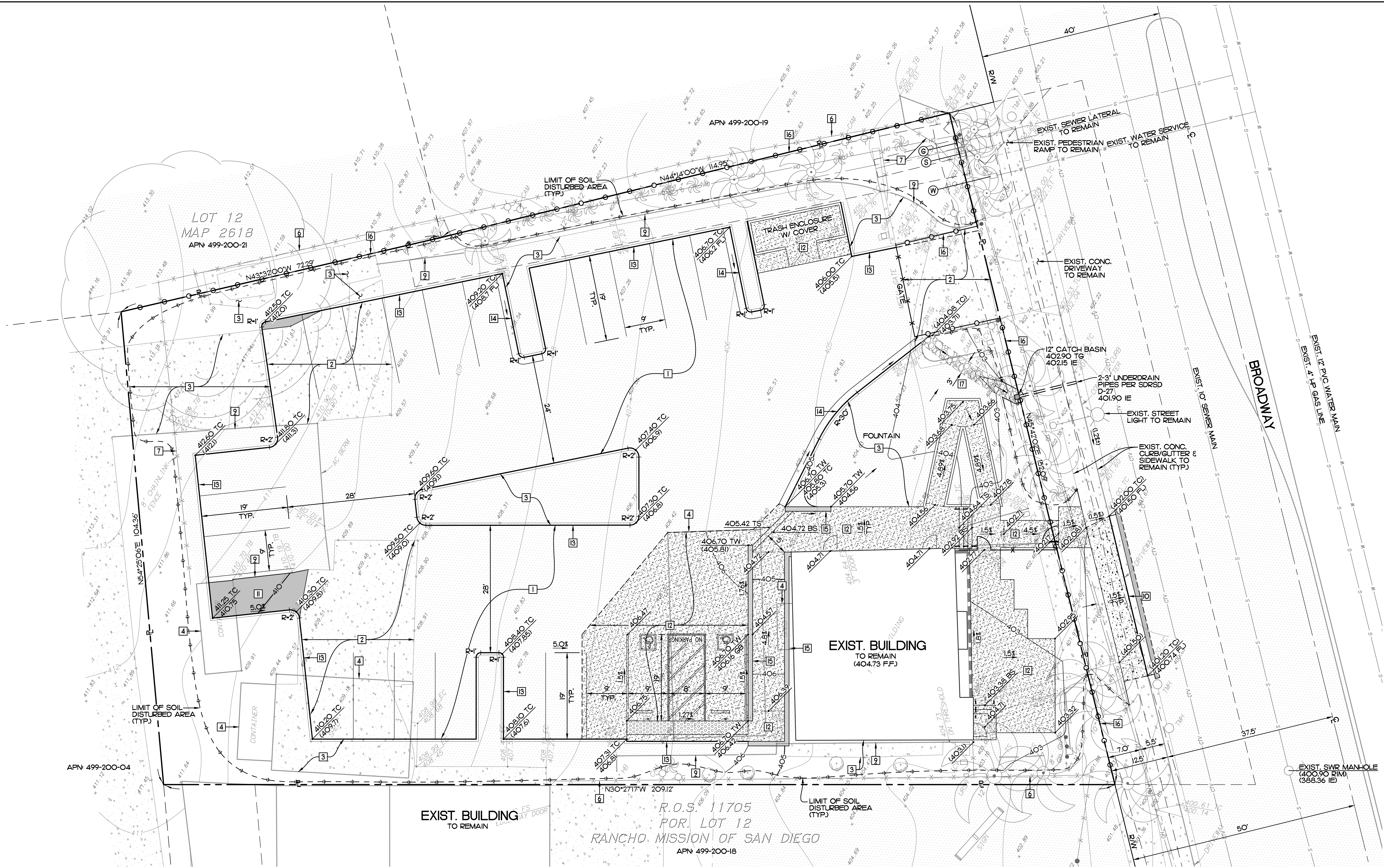
**SNIPES-DYE ASSOCIATES 8348 CENTER DRIVE, SUITE G, LA MESA, CA 91942-2910 (619) 697-9234, FAX (619) 460-2033**

**C-2**  
 JOB NO. LGS111

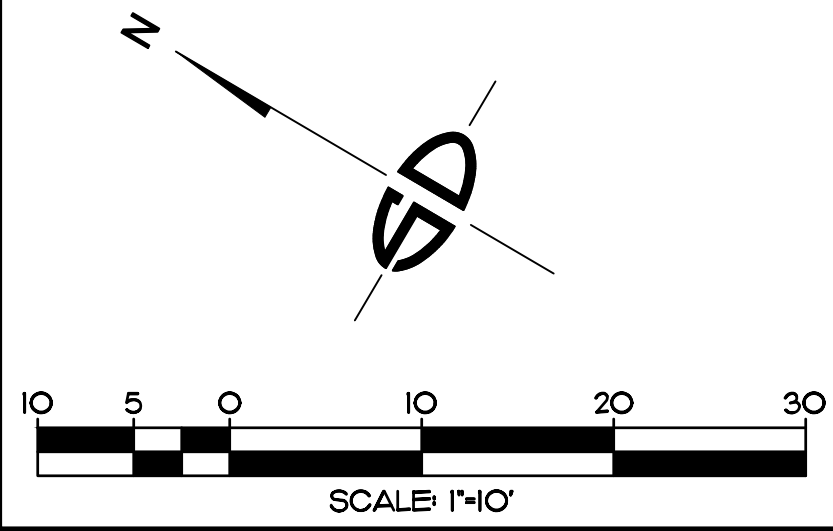
**ENGINEER OF WORK**

**Snipes-Dye associates**  
 civil engineers and land surveyors  
 8348 CENTER DRIVE, STE. G, LA MESA, CA 91942  
 TELEPHONE (619) 697-9234 FAX (619) 460-2033

*San P. M...* 11/19/21  
 SON P. NGUYEN R.C.E. 86249  
 EXP. 03-31-23



- KEY NOTES**
- 1] EXIST. A.C. PAVEMENT TO REMAIN (TYP).
  - 2] EXIST. CONC. PAVEMENT TO REMAIN (TYP).
  - 3] PORTION OF EXIST. A.C. OR CONC. PAVEMENT TO BE REMOVED FOR LANDSCAPING.
  - 4] EXIST. SHED & STRUCTURE TO BE REMOVED.
  - 5] NOT USED.
  - 6] PORTION OF EXIST. FENCE TO REMAIN.
  - 7] PORTION OF EXIST. FENCE TO BE REMOVED.
  - 8] NOT USED.
  - 9] EXIST. A.C. BERM OR CURB, CURB/GUTTER TO BE REMOVED.
  - 10] EXIST. CONC. DRIVEWAY TO BE CLOSED W/ 6" CONC. CURB/GUTTER & SIDEWALK PER SDRSD G-02, TYPE G AND G-07.
  - 11] PROPOSED A.C. PAVEMENT.
  - 12] PROPOSED CONC. PAVEMENT.
  - 13] PROPOSED 6" CONC. CURB PER SDRSD G-01 (TYP).
  - 14] PROPOSED 6" CONC. CURB/GUTTER PER SDRSD G-02 TYPE G (TYP).
  - 15] PROPOSED GRAVITY WALL TYPE A PER SDRSD C-09 (TYP).
  - 16] PROPOSED FENCE.
  - 17] PROPOSED 4'-6" DIA. ROCK SWALE.





VIEW 1 - NORTHWEST FACADE ALONG BROADWAY



VIEW 2 - NORTHWEST PERIMETER ALONG BROADWAY



VIEW 3 - NORTHWEST PERIMETER ALONG BROADWAY



VIEW 4 - NORTHWEST PERIMETER ALONG BROADWAY



VIEW 5 - NORTHWEST VIEW ALONG BROADWAY



VIEW 6 - NORTHWEST FAÇADE ALONG BROADWAY



VIEW 7 - NORTHWEST VIEW ALONG BROADWAY



VIEW 8 - NORTHEAST VIEW ALONG BROADWAY



SITE PLAN - PHOTOGRAPHY SURVEY KEY

1" = 30'-0"

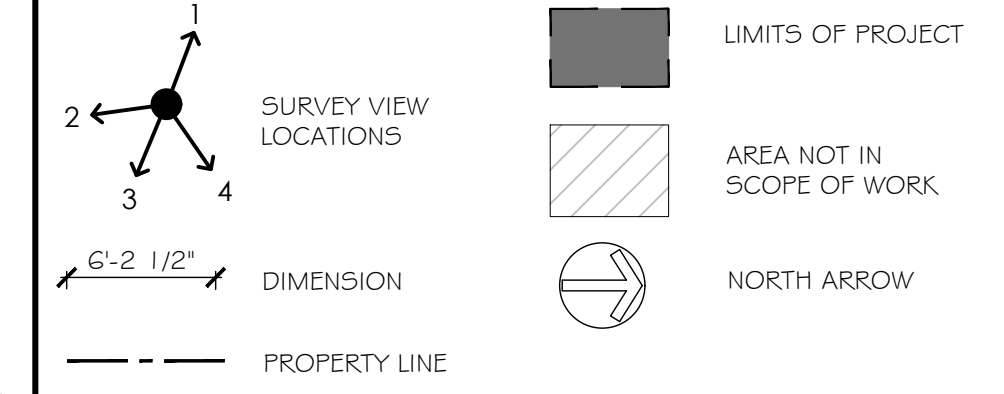


VIEW 9 - SOUTHWEST FAÇADE AT PARKING

**GENERAL NOTES**

- 1. REFER TO PHOTOGRAPHIC SURVEY
- 2. REFER TO SITE PLAN A1.0 FOR STREET ELEMENT LEGEND

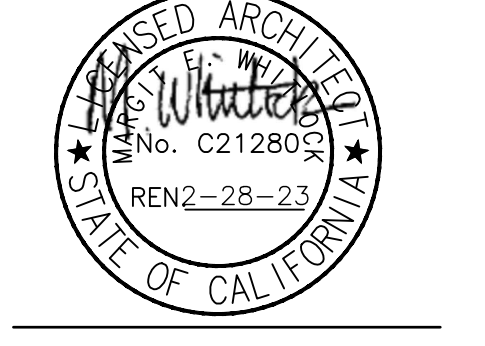
**DRAFTING SYMBOLS**



SHEET LEGEND AND GENERAL NOTES



ARCHITECTURAL CONCEPTS, INC.  
3958 FIRST AVE., SAN DIEGO, CA 92103  
619.531.0110 ADMIN@4DESIGNS.COM



**EARTH & IVY**  
**CUP**  
8280 BROADWAY  
LEMON GROVE, CA 91945

DATE \_\_\_\_\_  
DATE ISSUED \_\_\_\_\_  
REVISION # \_\_\_\_\_

**PHOTOGRAPHIC SURVEY**  
PROJECT NO. 2103  
CREATED: 2021-11-22  
DRAWN: SR  
CHECKED: \_\_\_\_\_  
PLOT DATE: 2021-11-22

**PS-1**



VIEW 24 - SOUTHWEST FAÇADE AND PERIM. AT PARKING



VIEW 20 - NORTHEAST CORNER AT PERIMETER



VIEW 16 - NORTHEAST CORNER OF PERIMETER



VIEW 12 - NORTHWEST SHED AT CORNER OF PERIMETER



VIEW 25 - SOUTHWEST FAÇADE



VIEW 21 - SOUTHEAST GATE AT PERIMETER



VIEW 17 - NORTHEAST CORNER OF PERIMETER



VIEW 13 - SOUTHWEST SHED AT PARKING



VIEW 26 - NORTHWEST FAÇADE



VIEW 22 - SOUTHEAST GATE AT PERIMETER



VIEW 18 - NORTHEAST PERIMETER AT PARKING



VIEW 14 - ORTHWEST SHED AND CONTAIN. AT CORNER



VIEW 27 - NORTHWEST FAÇADE



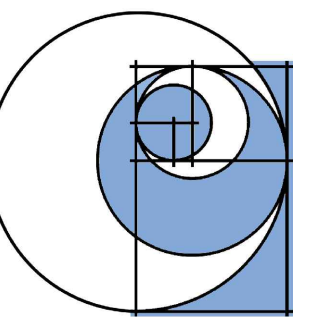
VIEW 23 - SOUTHEAST PERIMETER AT PARKING



VIEW 19 - NORTHEAST PERIMETER AT PARKING



VIEW 15 - NORTHWEST PERIMETER AT PARKING



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CONCEPTS, INC.

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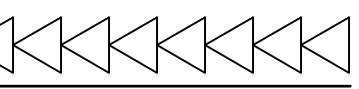


EARTH & IVY  
CUP  
8280 BROADWAY  
LEMON GROVE, CA 91945

DATE

DATE / ISSUE

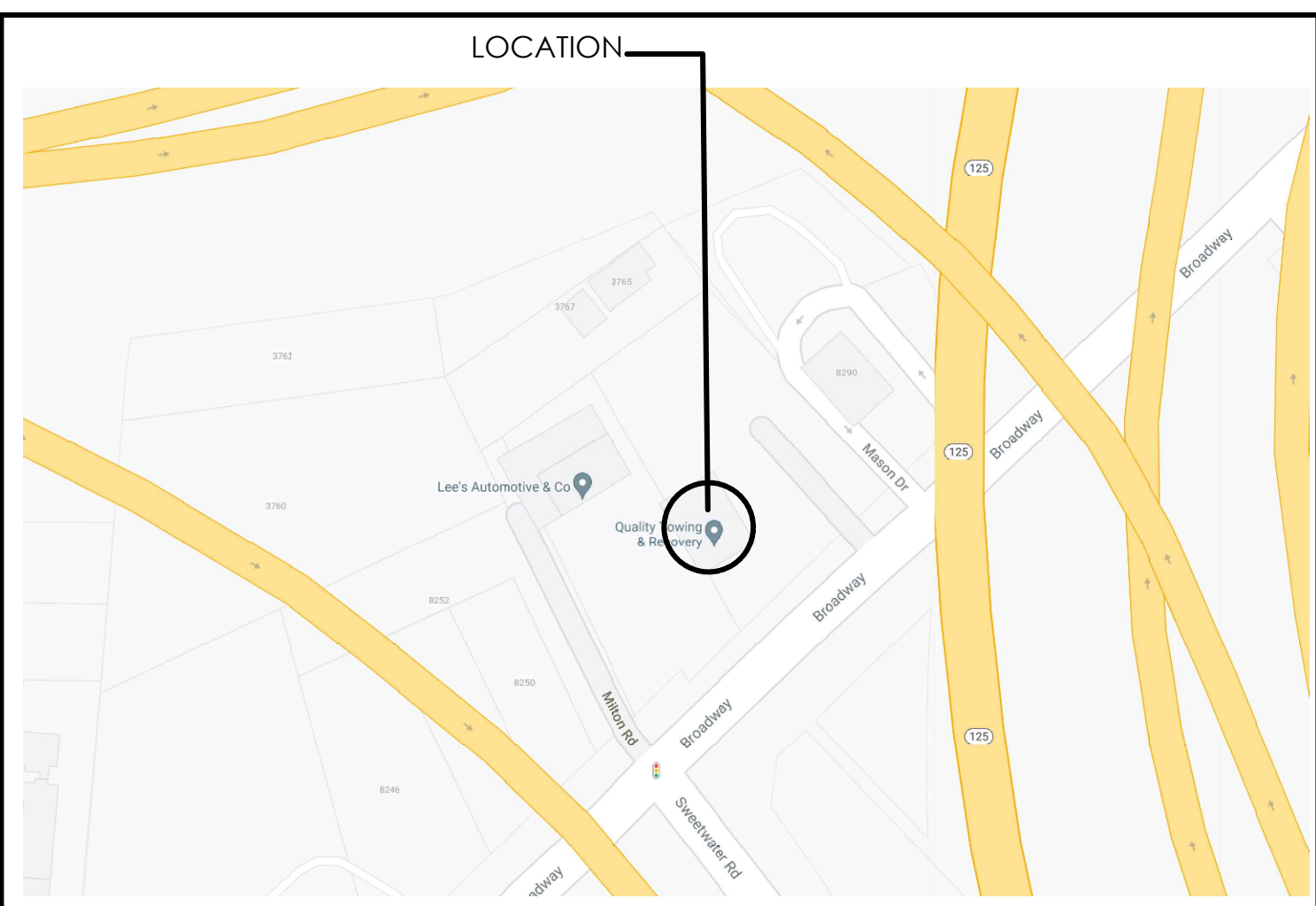
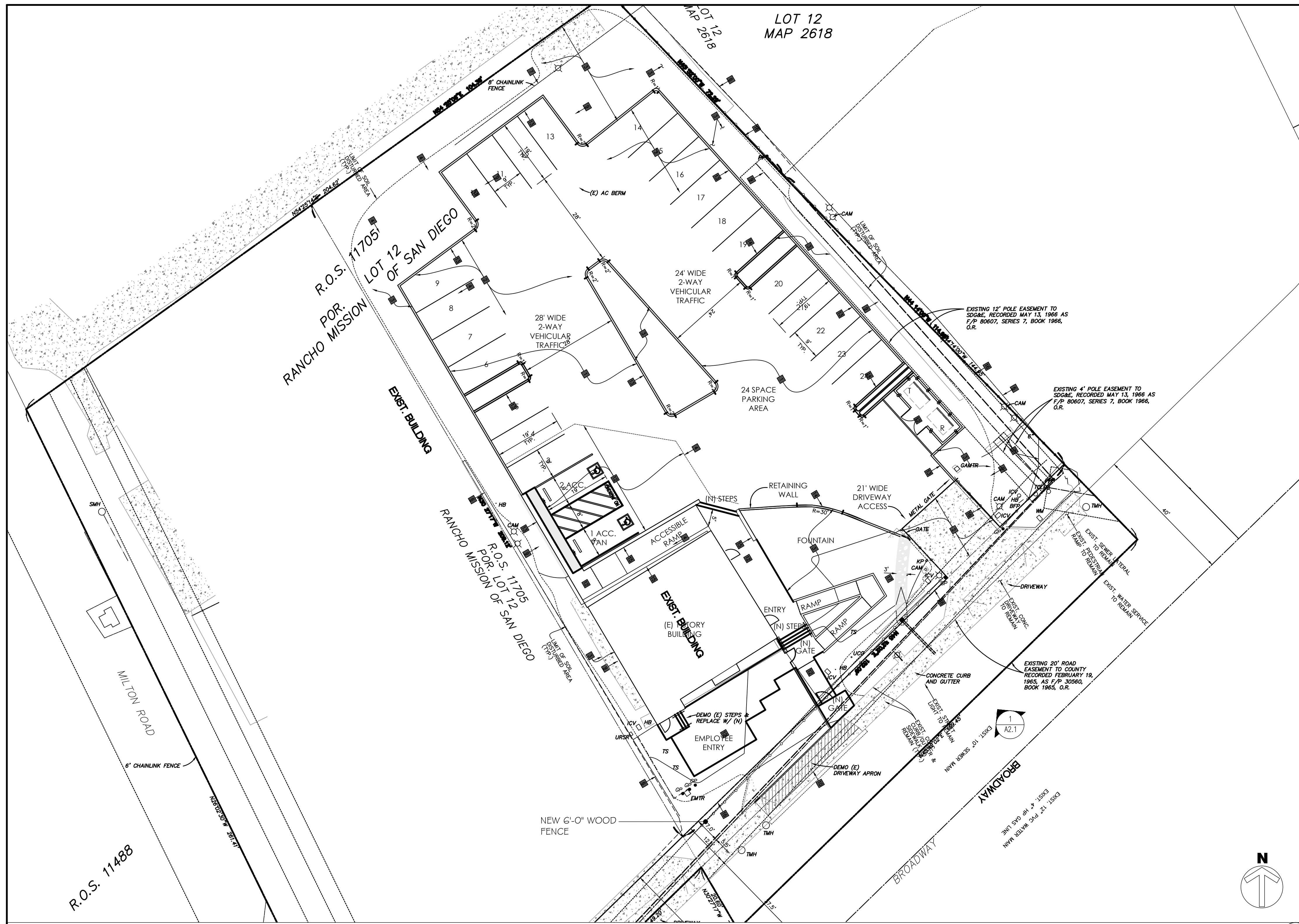
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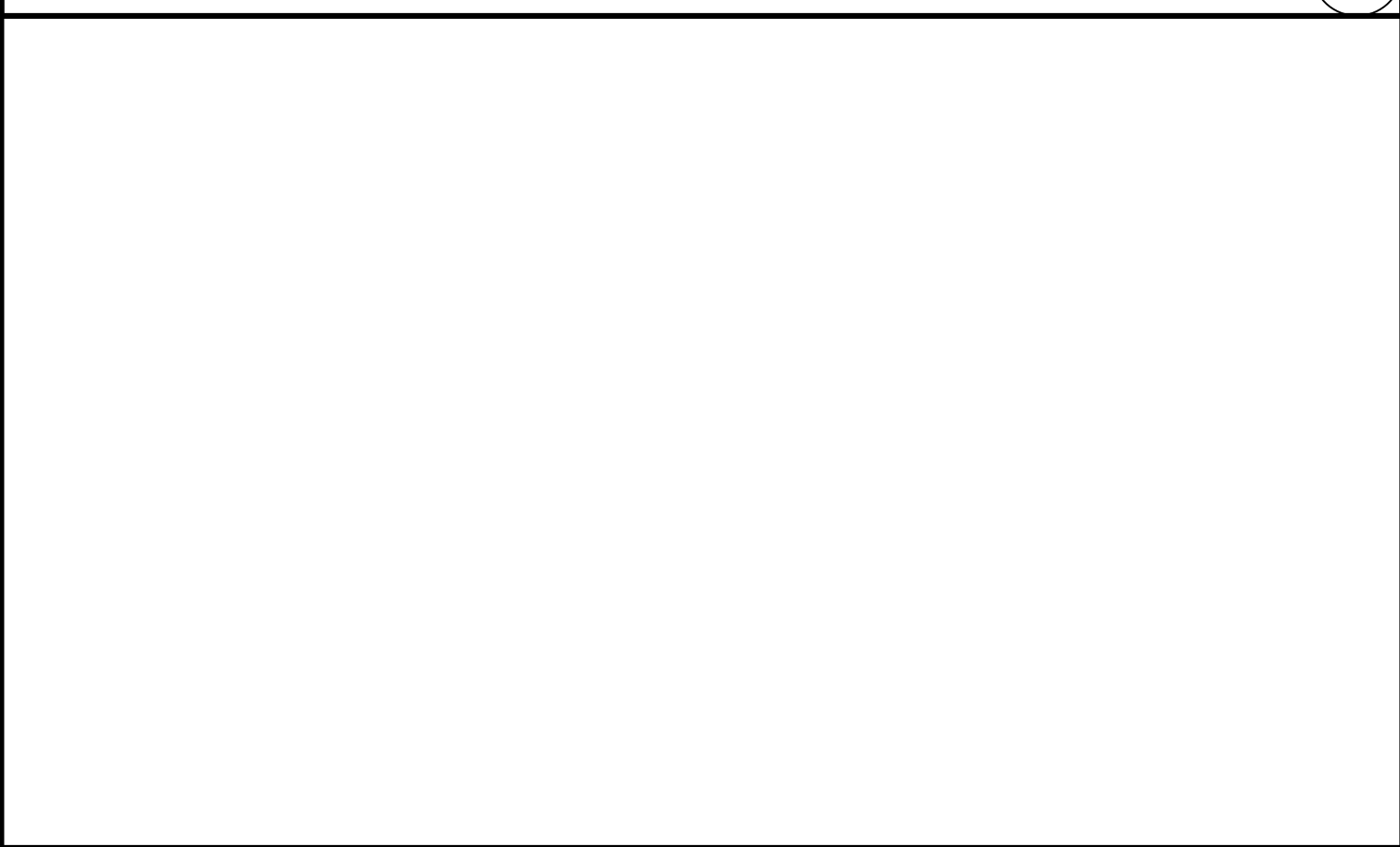
PHOTOGRAPHIC  
SURVEY

PROJECT NO. 2103  
CREATED: 2021-11-22  
DRAWN: SR  
CHECKED: -  
PLOT DATE: 2021-11-22

PS-2



VICINITY MAP  
NORTH  
N.T.S. 1



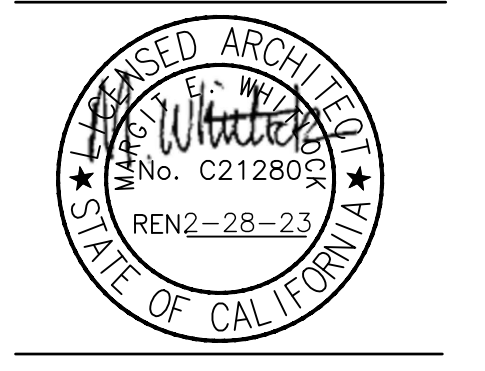
DRAFTING SYMBOLS  
1/47 / 100  
2  
17  
17  
6'-2 1/2"  
x = 7'-0"  
PROPERTY LINE  
ACCESSIBLE ROUTE TO STREET AND ACCESSIBLE PARKING  
ACCESSIBLE PATH OF EGRESS  
ACC. PATH TO ACC. TOILETS  
COMMON PATH OF EGRESS  
MAXIMUM TRAVEL DISTANCE  
EXIT SIGNS - CEILING & WALL MOUNTED, # DIRECTIONAL. TYP.  
EXIT SIGNAGE W/ STROBE, TYP.  
FIRE HYDRANT - REF. VICINITY MAP  
FIRE EXTINGUISHER  
(E) EXISTING  
(N) NEW  
LIMITS OF OCCUPANCY AREA  
AREA N.I.C. (NOT IN OCCUPANCY CALCULATIONS)  
2 A-XXX DETAIL BUBBLE  
2 A-XXX SECTION DETAIL  
NORTH ARROW

SITE PLAN 1/16" = 1'-0" 7

SITE PLAN LEDGEND N.T.S. 3



ARCHITECTURAL CONCEPTS, INC.  
3958 FIRST AVE., SAN DIEGO, CA 92103  
619.531.0110 ADMIN@4DESIGNS.COM

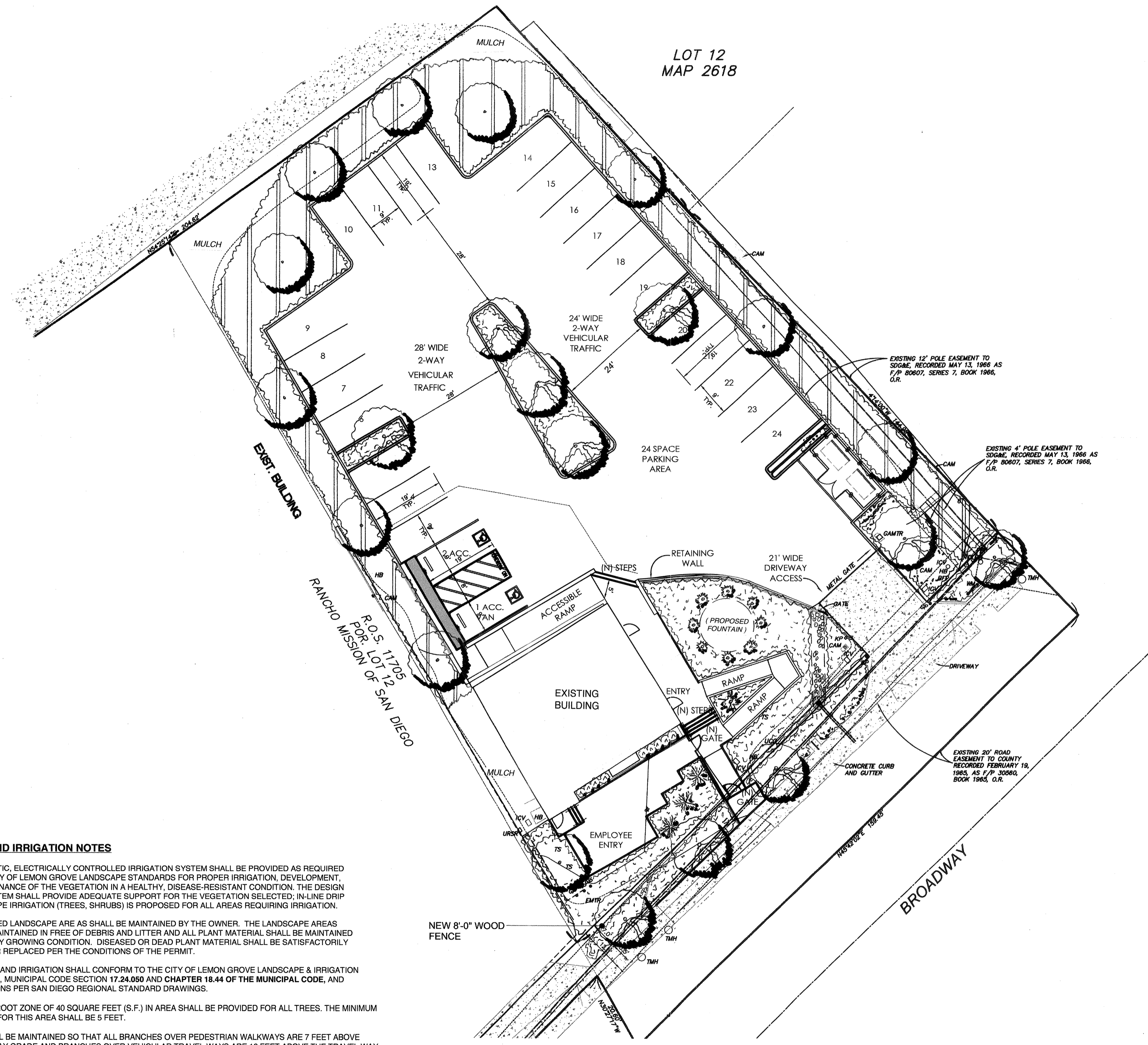


EARTH & IVY  
CUP  
8280 BROADWAY  
LEMON GROVE, CA 91945

DATE	
DATE ISSUED	
REVISION #:	

PROJECT NO.	2103
CREATED:	2021-11-22
DRAWN :	YC
CHECKED:	-
PLOT DATE:	2021-11-22

A1.0



**LANDSCAPE AND IRRIGATION NOTES**

1. AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED PER THE CITY OF LEMON GROVE LANDSCAPE STANDARDS FOR PROPER IRRIGATION, DEVELOPMENT, AND MAINTENANCE OF THE VEGETATION IN A HEALTHY, DISEASE-RESISTANT CONDITION. THE DESIGN OF THE SYSTEM SHALL PROVIDE ADEQUATE SUPPORT FOR THE VEGETATION SELECTED; IN-LINE DRIP EMITTER TYPE IRRIGATION (TREES, SHRUBS) IS PROPOSED FOR ALL AREAS REQUIRING IRRIGATION.
2. ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED IN FREE OF DEBRIS AND LITTER AND ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY GROWING CONDITION. DISEASED OR DEAD PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.
3. LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE CITY OF LEMON GROVE LANDSCAPE & IRRIGATION BULLETIN 21, MUNICIPAL CODE SECTION 17.24.050 AND CHAPTER 18.44 OF THE MUNICIPAL CODE, AND INSTALLATIONS PER SAN DIEGO REGIONAL STANDARD DRAWINGS.
4. A MINIMUM ROOT ZONE OF 40 SQUARE FEET (S.F.) IN AREA SHALL BE PROVIDED FOR ALL TREES. THE MINIMUM DIMENSION FOR THIS AREA SHALL BE 5 FEET.
5. TREES SHALL BE MAINTAINED SO THAT ALL BRANCHES OVER PEDESTRIAN WALKWAYS ARE 7 FEET ABOVE THE WALKWAY GRADE AND BRANCHES OVER VEHICULAR TRAVEL WAYS ARE 16 FEET ABOVE THE TRAVEL WAY.
6. MULCH: ALL REQUIRED PLANTING AREAS AND EXPOSED SOIL AREAS WITHOUT VEGETATION SHALL BE COVERED WITH MULCH TO A MINIMUM DEPTH OF 3 INCHES, EXCLUDING SLOPES REQUIRING REVEGETATION. NOTE: TOP OF 3" MULCH LATER SHALL BE 1" BELOW SURROUNDING PAVED SURFACES.
7. IF ANY REQUIRED LANDSCAPE INDICATED ON THE APPROVED CONSTRUCTION DOCUMENT PLANS IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, IT SHALL BE REPAIRED AND/OR REPLACED IN KIND AND EQUIVALENT SIZE PER THE APPROVED DOCUMENTS TO THE SATISFACTION OF THE CITY OF LEMON GROVE WITHIN 30 DAYS OF DAMAGE.

**PLANTING LEGEND**

SYMBOL	BOTANICAL NAME / COMMON NAME	QTY.	SIZE	HT.	SPREAD	FORM / FUNCTION	WUCOLS
<b>Street Trees*</b>							
	Lagerstroemia l. 'Tuscarora'	Red-Pink Crepe Myrtle	4	24" box	16' x 12'	Upright / Screening, Shade	M
<b>On-Site Trees</b>							
	Lagerstroemia l. 'Tuscarora'	Red-Pink Crepe Myrtle	6	24" box	16' x 12'	Upright / Screening, Shade	M
	Laurus x. 'Saratoga'	Saratoga Laurel	11	24" box	16' x 12'	Upright / Screening, Shade	L
*Overhead utilities in right-of-way and onsite; trees per SDG&E user friendly tree list							
<b>Accent Shrubs</b>							
	Agave 'Blue Glow'	Blue Glow Agave	8	5 gal.	1' x 1.5'	Low, spreading / Foliage, Flowers	L
	Cycas revoluta	Sago Palm	3	15 gal.	3' x 4'	Low Spreading / Texture, Interest	L, M
	Euphorbia m. 'Dwarf Apache Red'	D. A. R. Euphorbia	9	15 gal.	1' x 1'	Low, Clumping / Texture, Interest	L
	Strelitzia reginae	Bird of Paradise	1	15 gal.	3' x 3'	Upright, clumping / Foliage, Flowers	L
<b>Low Shrubs (2' height)</b>							
	Westringia f. 'Morning Light'	Morning Light Coast Sage	355	1 gal.	2' x 4'	Low, spreading / Foliage, Contrast	L
<b>Vines</b>							
	Bignonia tweediana (Macfadyna unguis-cati)	Yellow Trumpet Vine	2	5 gal.	6' x 6'	Climbing / Screening, Color Trash Enclosure	L
<b>Groundcover</b>							
	Myoporum p. 'Putah Creek'	Putah Creek Myoporum	450	1 gal.	1' x 4'	Low, spreading / Texture, color	L
	Dymondia margaretae	Dymondia	-	Flatted	2' x 1'	Groundcover, Areas < 2' wide	L
<b>Bark Mulch</b>							
For all site landscape areas use "Walk On Bark", applied in a continuous 3" layer; do not apply in tree shrub or groundcover watering basins (refer to planting detail for specific mulch application in watering basins). Maintain top of bark mulch 1" below top of adjacent paved surfaces.							<b>Low Impact Design</b>

**DESIGN STATEMENT**

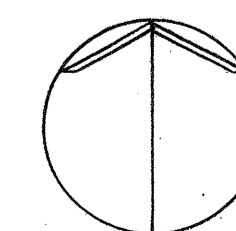
THE PROPOSED LANDSCAPE DESIGN CHARACTERIZES PLANT MATERIAL BENEFITING FROM COASTAL LEMON GROVE'S MEDITERRANEAN CLIMATE ZONE THAT DEMONSTRATES RELATIVELY STABLE TEMPERATURES AND INFREQUENT FROST IMPACTS. THE CHARACTER OF THE PROPOSED PLANTS ARE DROUGHT TOLERANT, BROADLEAF EVERGREEN DISPLAYING COLORFUL BURSTS OF FLOWERS AT VARYING TIMES OF YEAR. ALL PLANTS HAVE LOW IRRIGATION AND LOW MAINTENANCE REQUIREMENTS ONCE ESTABLISHED (SEE WUCOLS LIST).

**LANDSCAPE PLANNING NOTES**

1. SITE LANDSCAPE SHALL BE CONSISTENT WITH THE STATE OF CALIFORNIA WATER CONSERVATION ORDINANCE AND LANDSCAPE REQUIREMENTS OF THE CITY OF LEMON GROVE.
2. THE LANDSCAPE DESIGN SHALL BE REQUIRED TO IMPLEMENT CPTED PRINCIPLES FOR FACILITY SAFETY AND SECURITY.
3. TREES (BRANCHING) SHALL BE AT LEAST 8 FEET ABOVE THE GROUND AND BUSHES (SHRUBS) SHALL BE TRIMMED TO LESS THAN 2 FEET IN HEIGHT TO ALLOW FOR NATURAL SURVEILLANCE OF THE PROPERTY.
4. LANDSCAPE SHALL NOT OBSTRUCT THE VIEWS OF ANY WINDOWS, DOORWAY, AND SECURITY CAMERAS AND LIGHTS.
5. SHRUBBERY, BASED ON SIZE, IS LOCATED TO RESPECT INTERSECTIONAL SIGHT DISTANCE CRITERIA.
6. ALL PLANTING AREAS SHALL BE SERVED BY A PERMANENT, WATER CONSERVING IRRIGATION SYSTEM WITH AN AUTOMATIC RAIN SENSOR.

**LANDSCAPE AREA TABLE**

LOT AREA	25,056.0 s.f.
LANDSCAPE AREA	8,090.0 s.f.
PLANTED AREA*	6,876.0 s.f.
*Irrigated	



SCALE : 1/16" = 1'-0"

**SAM WADE**  
Landscape Architect

2204 Garnet Ave, Suite 205  
San Diego, CA 92109  
Tel: 858-270-8688  
samw@samwadelandscapearchitect.com  
AZ LIC. #26705 | CA LIC. #3703

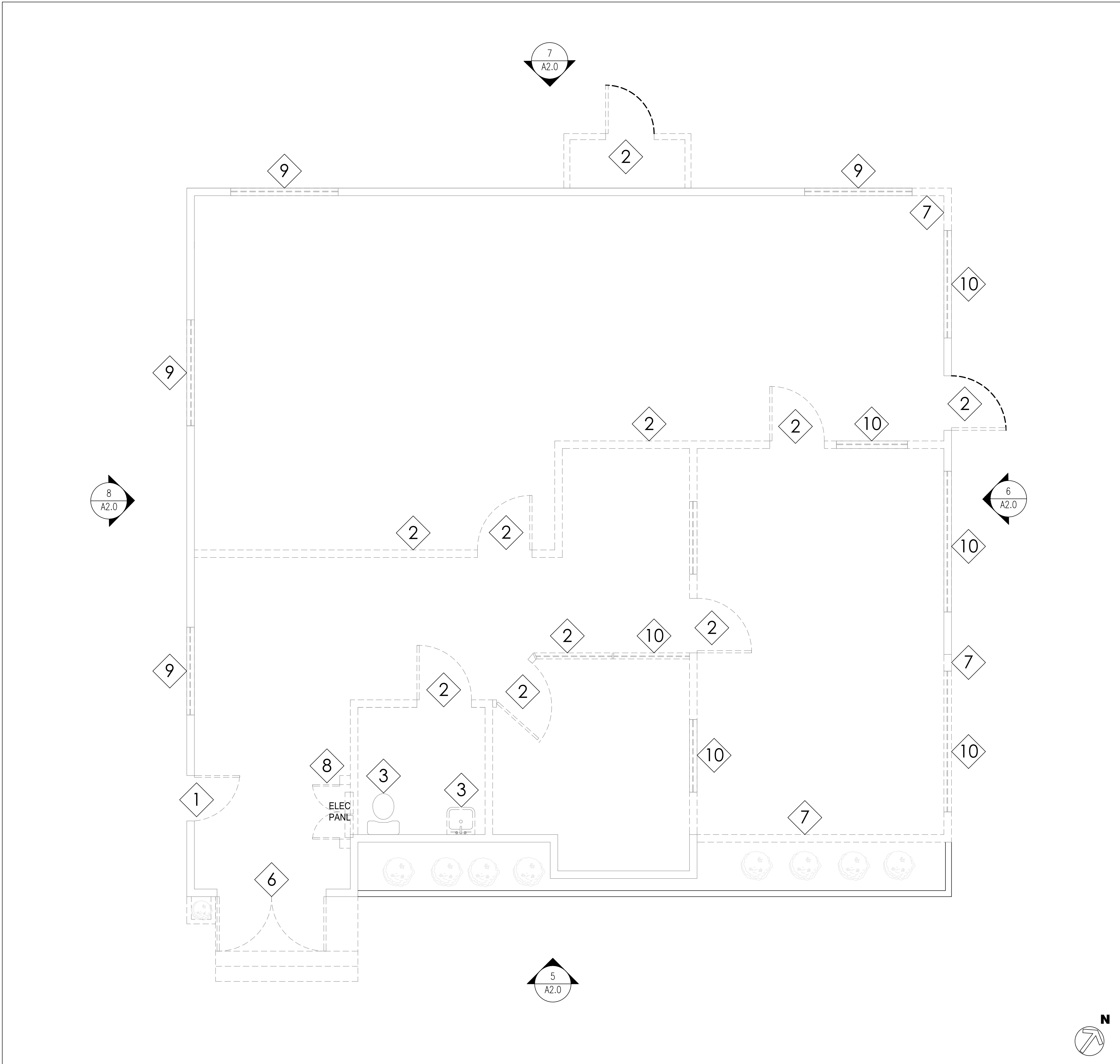
**EARTH & IVY**  
**CUP**  
8280 BROADWAY  
LEMON GROVE, CA 91945

DATE: \_\_\_\_\_  
DATE ISSUE: \_\_\_\_\_  
REVISION #: \_\_\_\_\_

**CONCEPTUAL LANDSCAPE AND IRRIGATION PLAN**

PROJECT NO. 2125  
CREATED: 2021-11/01  
DRAWN: SW  
CHECKED: SW  
DATE: 2021-11-17





### DEMOLITION PLAN KEYNOTES

- NOTE: SOME KEYNOTES MAY NOT APPLY TO THIS SHEET. CARRY OUT ALL DEMOLITION WORK INDICATED IN ACCORDANCE WITH STATE AND LOCAL CODES. CARRY OUT WORK DURING TIMES PERMITTED BY AND THE LOCAL AUTHORITIES AND INFORM ADJACENT PROPERTIES OF TIMES SCHEDULE FOR NOISY WORK OR ANY INTERRUPTION OF UTILITIES OR SERVICES, KEEP NUISANCE TO MINIMUM.
- 1 REMOVE (E) DOOR, AND INFILL DOOR OPENING TO MATCH EXISTING WALL FINISHES.
  - 2 REMOVE WALL(S) AND DOOR AS SHOWN PER DEMOLITION PLAN AT THIS LOCATION.
  - 3 REMOVE PLUMBING FIXTURES, BAR, AND REST ROOM ACCESSORIES.
  - 4 REMOVE AND RELOCATE WALL PANEL, SEE ELECTRICAL PLANS.
  - 5 REMOVE DAMAGED ACT CEILING, FIXTURES, LIGHTING, GC TO COORDINATE UTILITIES TO BE COVER AND PROTECTED OF DEMOLISHING.
  - 6 REMOVE EXISTING DOOR AND FRAME.
  - 7 REMOVE WALL FOR NEW STOREFRONT.
  - 8 UTILITY TO BE RELOCATED, GC TO CONFIRM NEW LOCATION.
  - 9 REMOVE (E) WINDOW, AND INFILL WINDOW OPENING TO MATCH EXISTING WALL FINISHES.
  - 10 REMOVE (E) WINDOW.

### DEMOLITION PLAN NOTES

### GENERAL DEMO NOTES

1. THE GENERAL CONTRACTOR SHALL BE EXTREMELY CAREFUL TO PROTECT AND NOT TO DAMAGE ANY PORTION OR EXISTING INSTALLATION NOT BEING REMODELED.
2. ANY PROJECTIONS OR SURFACE MOUNTED ITEMS BEING ABANDONED SHALL BE REMOVED, CAPPED AND CONCEALED BEHIND FINISHED SURFACES, UNLESS NOTED OTHERWISE.
3. IN ALL AREAS WHERE DEMOLITION CAUSES UNEVENNESS OR VOIDS IN FLOOR, THE GENERAL CONTRACTOR SHALL PATCH TO LEVEL FLOOR WITH EXISTING SLAB AND/OR SURFACE TO RECEIVE NEW FINISHED FLOOR.
4. DEMOLISH AND REMOVE WALLS, CEILINGS AND ALL OTHER ITEMS AND EQUIPMENT NOT REQUIRED TO REMAIN OR TO BE REUSED, SUCH AS, BUT NOT LIMITED TO DOORS, DUCTS, MOLDINGS, WALL COVERINGS, INCLUDING ITEMS WHICH MAY BE REASONABLY VIEWED AS NECESSARY TO PROPERLY PREPARE FOR THE EXECUTION AND INSTALLATION OF THE NEW WORK.
5. BRACE AND SUPPORT EXISTING WORK PRIOR TO AND DURING DEMOLITION AND NEW WORK AND UNTIL SAFE TO REMOVE SUCH BRACING AND SUPPORTS.
6. REMOVE LOOSE OR DEFECTIVE PLASTER OR DRYWALL BEADS AT EXISTING CORNERS WHERE NEW PARTITIONS ALIGN WITH EXISTING PARTITIONS.
7. CUT EXISTING PORTIONS OF WALL, FLOORS, CEILING, ETC. WHERE INDICATED AND AS NECESSARY FOR NEW WORK.
8. PIPES AND CONDUIT ENCOUNTERED IN DEMOLISHED PARTITIONS AND AREAS WHICH ARE TO REMAIN IN USE SHALL BE REROUTED AND CONCEALED. THOSE WHICH ARE TO BE ABANDONED SHALL BE CAPPED AND CONCEALED IN FLOOR, WALL OR CEILING.
9. ALL EXISTING AREAS TO REMAIN THAT ARE DAMAGED BY DEMOLITION OR NEW CONSTRUCTION WORK SHALL BE PATCHED AS REQUIRED TO MATCH EXISTING ADJACENT AREA IN MATERIAL, FINISH AND COLOR, UNLESS OTHERWISE NOTED.
10. REMOVE EXCESS DOORS, BUCKS, HARDWARE, LIGHTING FIXTURES, ELECTRICAL FITTINGS, CARPETS AND OTHER SALVAGEABLE MATERIAL TO BE STORED OR DISPOSED OF AS DIRECTED BY ARCHITECT OR BUILDING OWNER.
11. ALL EQUIPMENT AND MATERIAL WHICH ARE IN OPERATING CONDITION WHEN REMOVED SHALL BE MAINTAINED AS SUCH AND RETURNED TO OWNER AS REQUIRED.
12. IDENTIFY ALL ELEMENTS DESIGNATED TO REMAIN OR TO BE RELOCATED. INFORM ARCHITECT OF CONDITION OF SAID ELEMENTS AND RECEIVE CLARIFICATION OF REUSE BEFORE PROCEEDING WITH DEMOLITION WORK.
13. THE GENERAL CONTRACTOR IS TO MAKE NECESSARY ADJUSTMENTS TO EXISTING HVAC SYSTEM AS REQUIRED TO ACCOMMODATE NEW CONSTRUCTION. PROVIDE PROPER ZONING AND INSTALL APPROPRIATE ZONE CONTROLS.
14. REFER TO RCP PLANS FOR ADDITIONAL DEMOLITION INFORMATION RELATED TO CEILING AND CEILING-MOUNTED ELEMENTS.

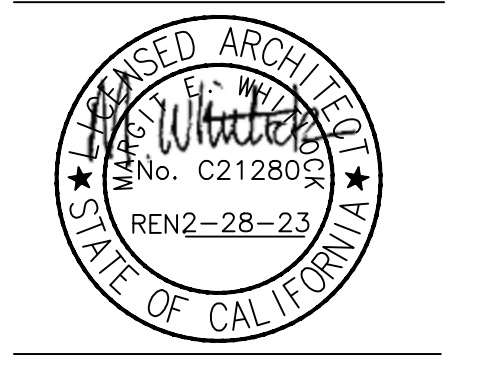
### GENERAL NOTES

### WALL LEGEND

- EXISTING WALLS/HARDSCAPE/FIXTURES TO REMAIN
- WALLS/DOORS/FIXTURES TO BE DEMOLISHED
- NEW WALL, SEE WALL DETAILS.
- NEW SOUND WALL, SEE WALL DETAILS.
- NO WORK AT THIS AREA.



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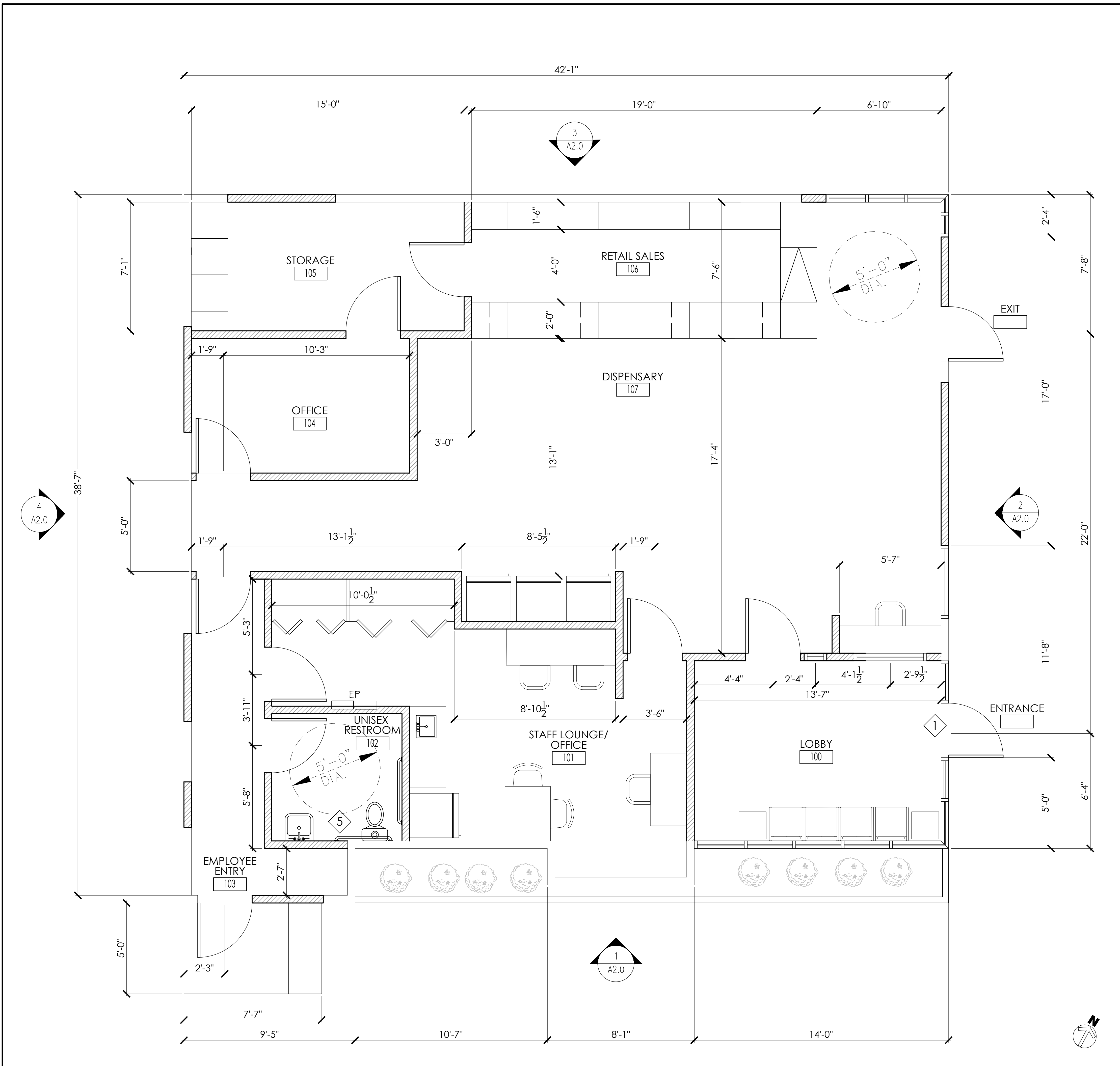


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**CUP**  
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LEMON GROVE, CA 91945

DATE	REVISION #:
	←←←←←←←←←←

PROJECT NO. 2103  
CREATED: 2021-11-15  
DRAWN: OD  
CHECKED: -  
PLOT DATE: 2021-11-18

# A1.1



**FLOOR PLAN KEYNOTES**

- NOTE: SOME KEYNOTES MAY NOT APPLY TO THIS SHEET. CARRY OUT ALL CONSTRUCTION WORK INDICATED IN ACCORDANCE WITH STATE AND LOCAL CODES. CARRY OUT WORK DURING TIMES PERMITTED BY AND THE LOCAL AUTHORITIES AND INFORM ADJACENT PROPERTIES OF TIMES SCHEDULE FOR NOISY WORK OR ANY INTERRUPTION OF UTILITIES ON SERVICES, KEEP NUISANCE TO MINIMUM.
- 1- ADD NEW DOOR AT STORE FRONT. SEE DOOR SCHEDULE.
  - 2- INSTALL NEW BREAK ROOM AREA CABINERY AND RE-INSTALL SINK. SEE PLUMBING SCHEDULE.
  - 3- LINE OF UPPER CABINET OR SHELVING, WALL TO BE BLOCKED AS REQUIRED.
  - 4- INSTALL NEW WINDOW AT 42" SILL HEIGHT. SEE PLAN AND WINDOW SCHEDULE.
  - 5- NEW ACCESSIBLE ALL GENDER RESTROOM. SEE PLAN AND ELEVATIONS. SEE PLUMBING SCHEDULE AND MEP DRAWINGS.
  - 6- INSTALL MILLWORK: NEW BASE CABINET, HANDSINK. SEE PLUMBING SCHEDULE.
  - 7- INSTALL NEW MILLWORK, TYPICAL.
  - 8- INSTALL COUNTER AND WALL BRACKETS.
  - 9- PATCH, PREPARE AND SEALED CONCRETE FLOOR. SEE FINISH SCHEDULE.
  - 10- INSTALL NEW WORK-STATIONS AREA.
  - 11- INSTALL FLOOR DRAINS, SEE MEP DRAWINGS FOR INFORMATION.

**FLOOR PLAN NOTES**

- GENERAL NOTES**
- 1.- DO NOT SCALE PLANS.
  - 2.- FIELD VERIFIED ALL DIMENSIONS. ANY SUBSTANTIAL DISCREPANCY SHOULD BE COMMUNICATED WITH GENERAL CONTRACTOR AND ARCHITECT PRIOR CONSTRUCTION.
  - 3.- PROVIDE WATER RESISTANT GYP. BD. AT WALLS WITH PLUMBING FIXTURES.
  - 4.- PROVIDE SCRUBBABLE/WASHABLE PAINT AT UTILITY ROOMS, HOLDING ROOMS AND PROCEDURE ROOMS.
  - 5.- REFER TO CONSULTANTS DRAWINGS FOR COORDINATION WITH MECHANICAL, ELECTRICAL, PLUMBING, AND STRUCTURAL AS REQUIRED.
  - 6.- INTERIOR FINISHES TO COMPLY WITH CBC CHAPTER 8 AND TABLE 803.5
  - 7.- FOR INTERIOR FINISHES MUST PROVIDE SAMPLES FOR APPROVAL PRIOR FABRICATION TO ARCHITECT AND OWNER.
  - 8.- ALL WALLS TO BE PAINTED, SEE FINISH SCHEDULE.

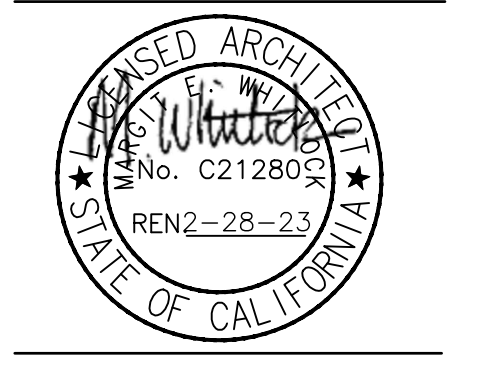
**GENERAL NOTES**

**WALL LEGEND**

	EXISTING WALLS/HARDSCAPE/FIXTURES TO REMAIN
	WALLS/DOORS/FIXTURES TO BE DEMOLISHED
	NEW WALL, SEE WALL DETAILS.
	NEW SOUND WALL, SEE WALL DETAILS.
	NO WORK AT THIS AREA.



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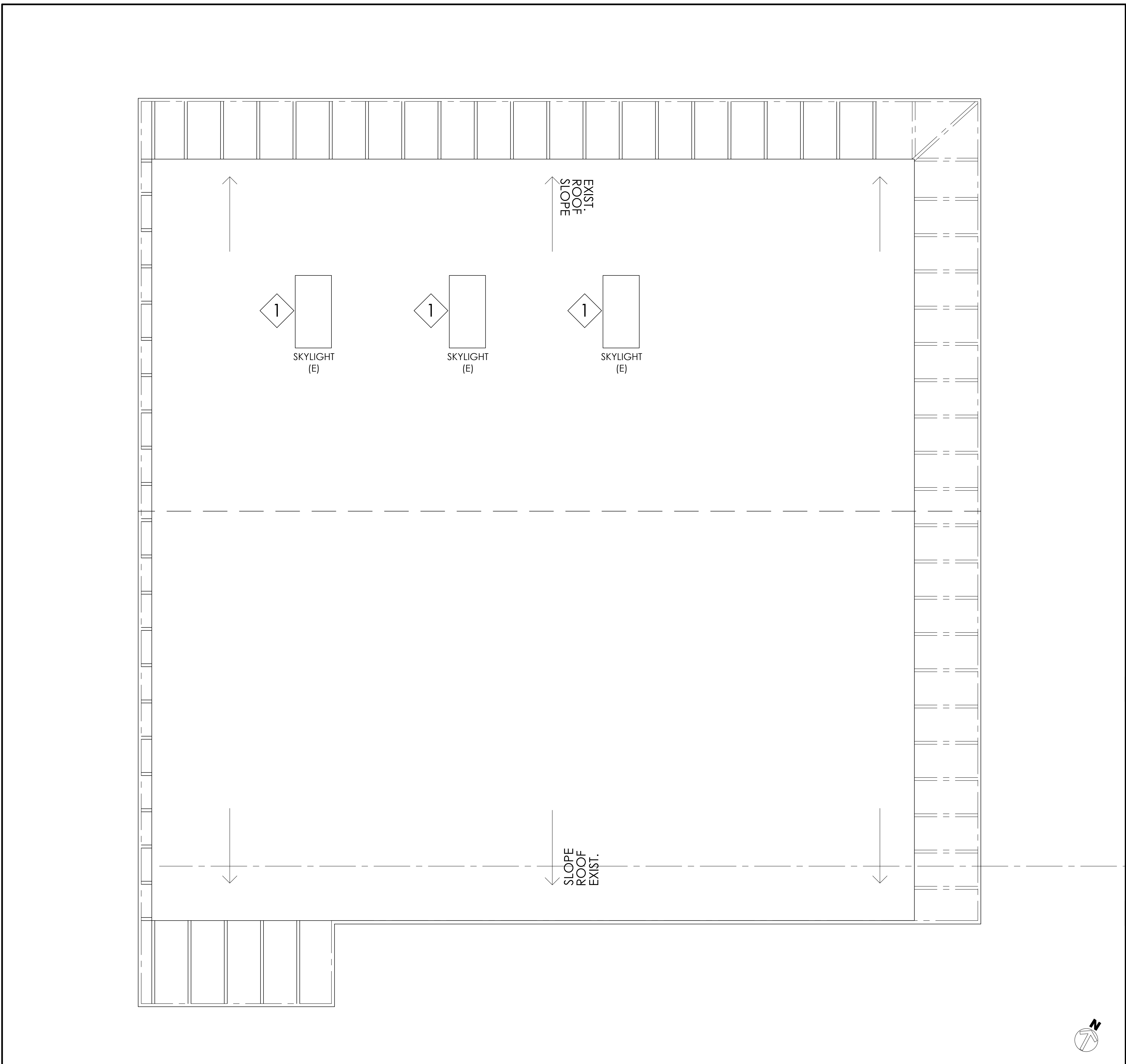
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LEMON GROVE, CA 91945

DATE	
REVISION #:	NTS 2

PROJECT NO.	2103
CREATED:	2021-11-22
DRAWN :	YC
CHECKED:	-
PLOT DATE:	2021-11-22

**FLOOR PLAN**

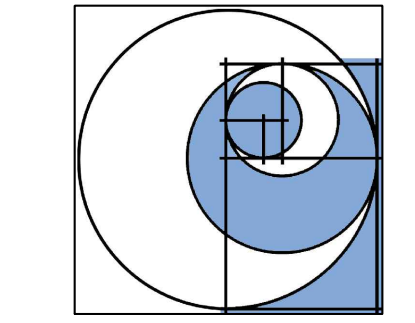
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**EXISTING ROOF PLAN KEYNOTES**

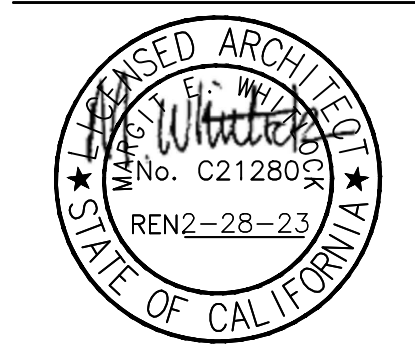
NOTE: SOME KEYNOTES MAY NOT APPLY TO THIS SHEET. CARRY OUT ALL CONSTRUCTION WORK INDICATED IN ACCORDANCE WITH STATE AND LOCAL CODES. CARRY OUT WORK DURING TIMES PERMITTED BY AND THE LOCAL AUTHORITIES AND INFORM ADJACENT PROPERTIES OF TIMES SCHEDULE FOR NOISY WORK OR ANY INTERRUPTION OF UTILITIES ON SERVICES, KEEP NUISANCE TO MINIMUM.

◇ REMOVE SKYLIGHTS.



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**EXISTING ROOF PLAN**

PROJECT NO. 2103  
CREATED: 2021-11-22  
DRAWN: YC  
CHECKED: -  
PLOT DATE: 2021-11-22

**A1.3**

**EXISTING ROOF PLAN NOTES**

NTS 2

**GENERAL NOTES**

- 1.- DO NOT SCALE PLANS.
- 2.- FIELD VERIFIED ALL DIMENSIONS. ANY SUBSTANTIAL DISCREPANCY SHOULD BE COMMUNICATED WITH GENERAL CONTRACTOR AND ARCHITECT PRIOR CONSTRUCTION.
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- 7.- FOR INTERIOR FINISHES MUST PROVIDE SAMPLES FOR APPROVAL PRIOR FABRICATION TO ARCHITECT AND OWNER.
- 8.- ALL WALLS TO BE PAINTED, SEE FINISH SCHEDULE.

**GENERAL NOTES**

NTS 3

**WALL LEGEND**

- EXISTING WALLS/HARDSCAPE/FIXTURES TO REMAIN
- WALLS/DOORS/FIXTURES TO BE DEMOLISHED
- NEW WALL, SEE WALL DETAILS.
- NEW SOUND WALL, SEE WALL DETAILS.
- NO WORK AT THIS AREA.

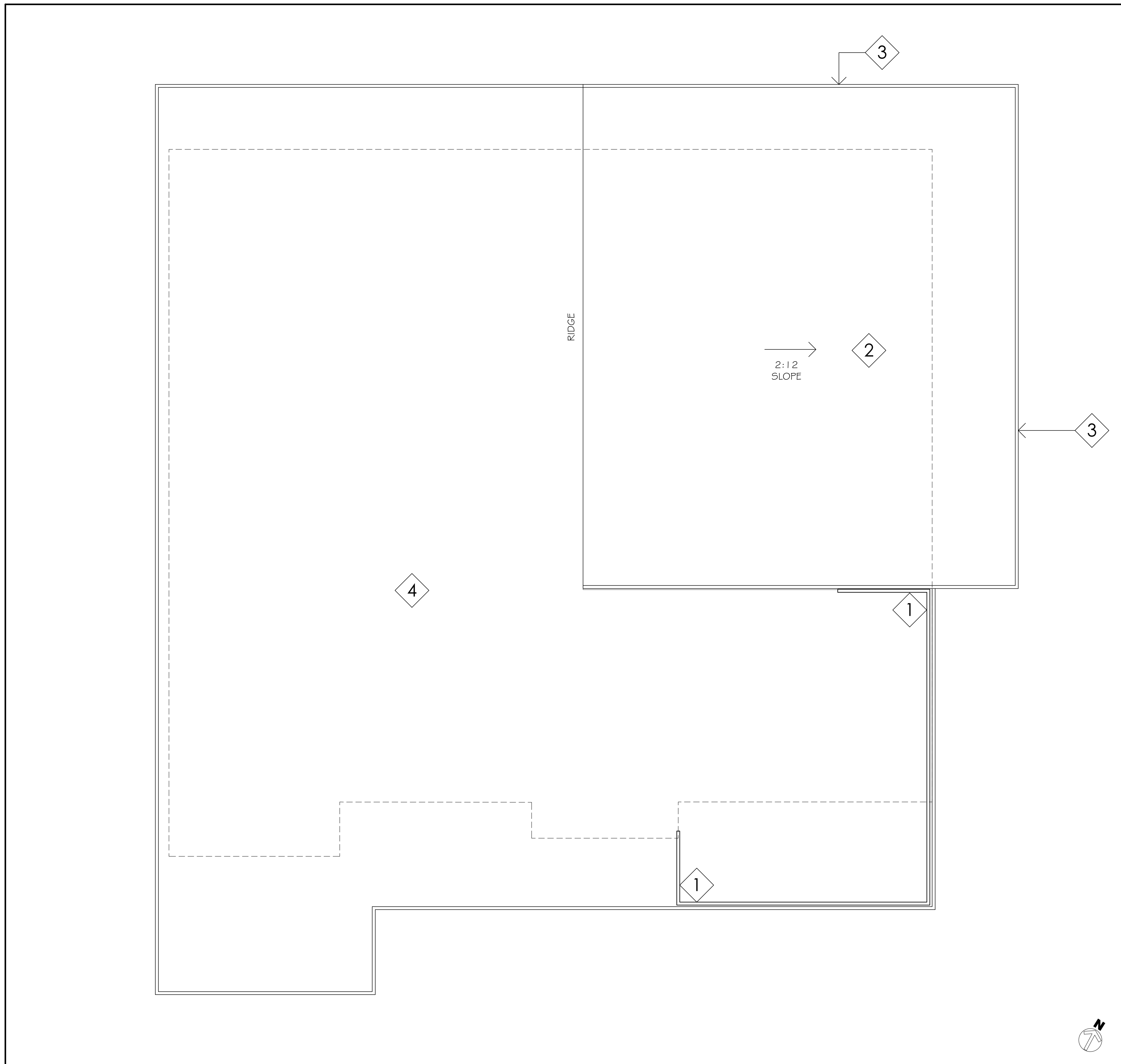


3/8" = 1'-0"

**WALL LEGEND**

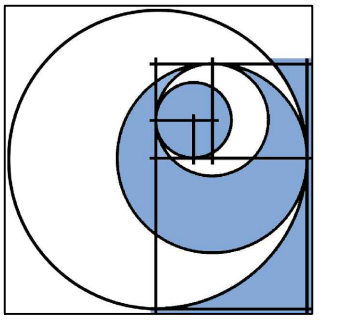
NTS 4

**EXISTING ROOF PLAN**



### NEW ROOF PLAN KEYNOTES

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- ① NEW SIGNAGE ON ROOF.
  - ② NEW ROOF SLOPE.
  - ③ NEW PARAPET ROOF FEATURE.
  - ④ EXISTING ROOF STRUCTURE TO REMAIN. PROVIDE NEW ROOFING MEMBRANE.



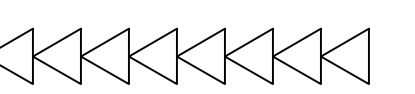
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### NEW ROOF PLAN NOTES NTS 2

#### GENERAL NOTES

- 1.- DO NOT SCALE PLANS.
- 2.- FIELD VERIFIED ALL DIMENSIONS. ANY SUBSTANTIAL DISCREPANCY SHOULD BE COMMUNICATED WITH GENERAL CONTRACTOR AND ARCHITECT PRIOR CONSTRUCTION.
- 3.- PROVIDE WATER RESISTANT GYP. BD. AT WALLS WITH PLUMBING FIXTURES.
- 4.- PROVIDE SCRUBABLE/WASHABLE PAINT AT UTILITY ROOMS, HOLDING ROOMS AND PROCEDURE ROOMS.
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- 8.- ALL WALLS TO BE PAINTED, SEE FINISH SCHEDULE.

### GENERAL NOTES NTS 3

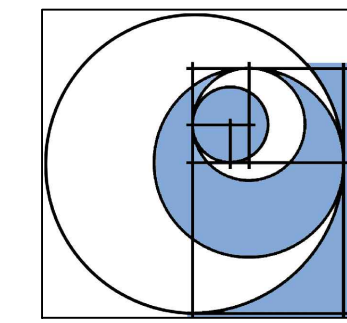
#### WALL LEGEND

- EXISTING WALLS/HARDSCAPE/FIXTURES TO REMAIN
- WALLS/DOORS/FIXTURES TO BE DEMOLISHED
- NEW WALL, SEE WALL DETAILS.
- NEW SOUND WALL, SEE WALL DETAILS.
- NO WORK AT THIS AREA.

### WALL LEGEND NTS 4

NEW ROOF PLAN 3/8" = 1'-0" 8

**NEW ROOF PLAN**  
PROJECT NO. 2103  
CREATED: 2021-11-22  
DRAWN: QD  
CHECKED: -  
PLOT DATE: 2021-11-22  
**A1.4**



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DATE / ISSUE

REVISION #:

REFLECTED  
CEILING  
PLAN

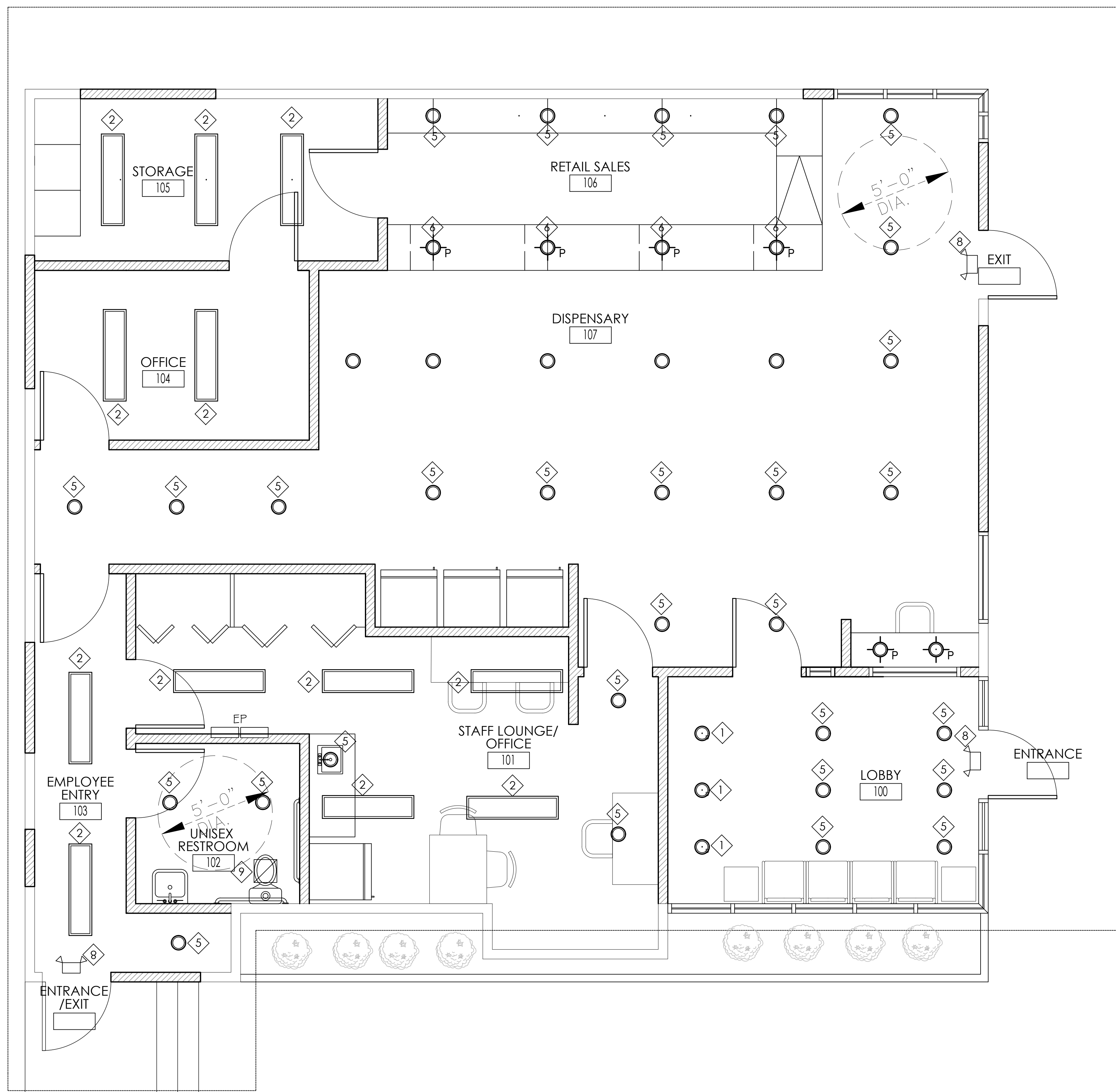
PROJECT NO. 2103  
CREATED: 2021-11-22  
DRAWN: YC  
CHECKED: -  
PLOT DATE: 2021-11-22

A1.5

# REFLECTED CEILING PLAN KEYNOTES

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- 1 NEW LED DIRECTIONAL DOWNLIGHT.
- 2 NEW 4'X1' RECESSED INDIRECT PANEL LED LIGHT.
- 3 NOT USED
- 4 NEW TASK LIGHT, UNDER CABINET STRIP FIXTURES.
- 5 NEW LED DOWNLIGHT W/TRIM
- 6 NEW PENDANT FIXTURES
- 7 NOT USED
- 8 EXIT SIGNS, EXIT DOORWAYS, ETC. SEE ELECTRICAL DRAWINGS FOR SPECS & REQUIREMENTS
- 9 NEW EXHAUST FANS.



## RCP KEYNOTES

NTS 2

## GENERAL NOTES

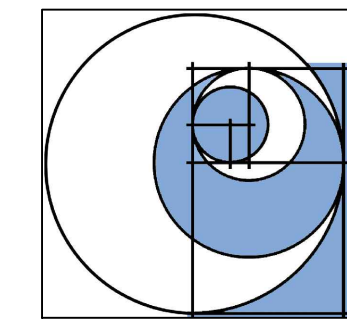
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- 8.- ALL WALLS TO BE PAINTED. SEE FINISH SCHEDULE.

## GENERAL NOTES

NTS 3

## CEILING LEGEND

- 2'x4' RECESSED LED FIXTURE WITH LENS, SEE LIGHTING SCHEDULE FOR SPECS
- 2'x4' RECESSED LED INDIRECT FIXTURE WITH SHIELD, SEE LIGHTING SCHEDULE FOR SPECS.
- 4'x1' RECESSED LED FIXTURE SEE LIGHTING SCHEDULE FOR SPECS.
- 2'x2' ACOUSTICAL CEILING TILE. TOTAL ACOUSTICS ARMSTRONG CEILING ATTENUATION CLASS TYPE.
- NO WORK AT THIS AREA.
- LED CABINET LIGHTING, SEE LIGHTING SCHED.
- RECESSED DOWN LIGHT, SEE LIGHTING SCHED.
- DIRECTION LED DOWN LIGHT, SEE LIGHTING SCHED.
- PENDANT LIGHT, SEE LIGHTING SCHED.



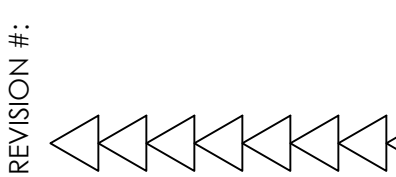
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**SECURITY PLAN**

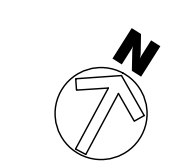
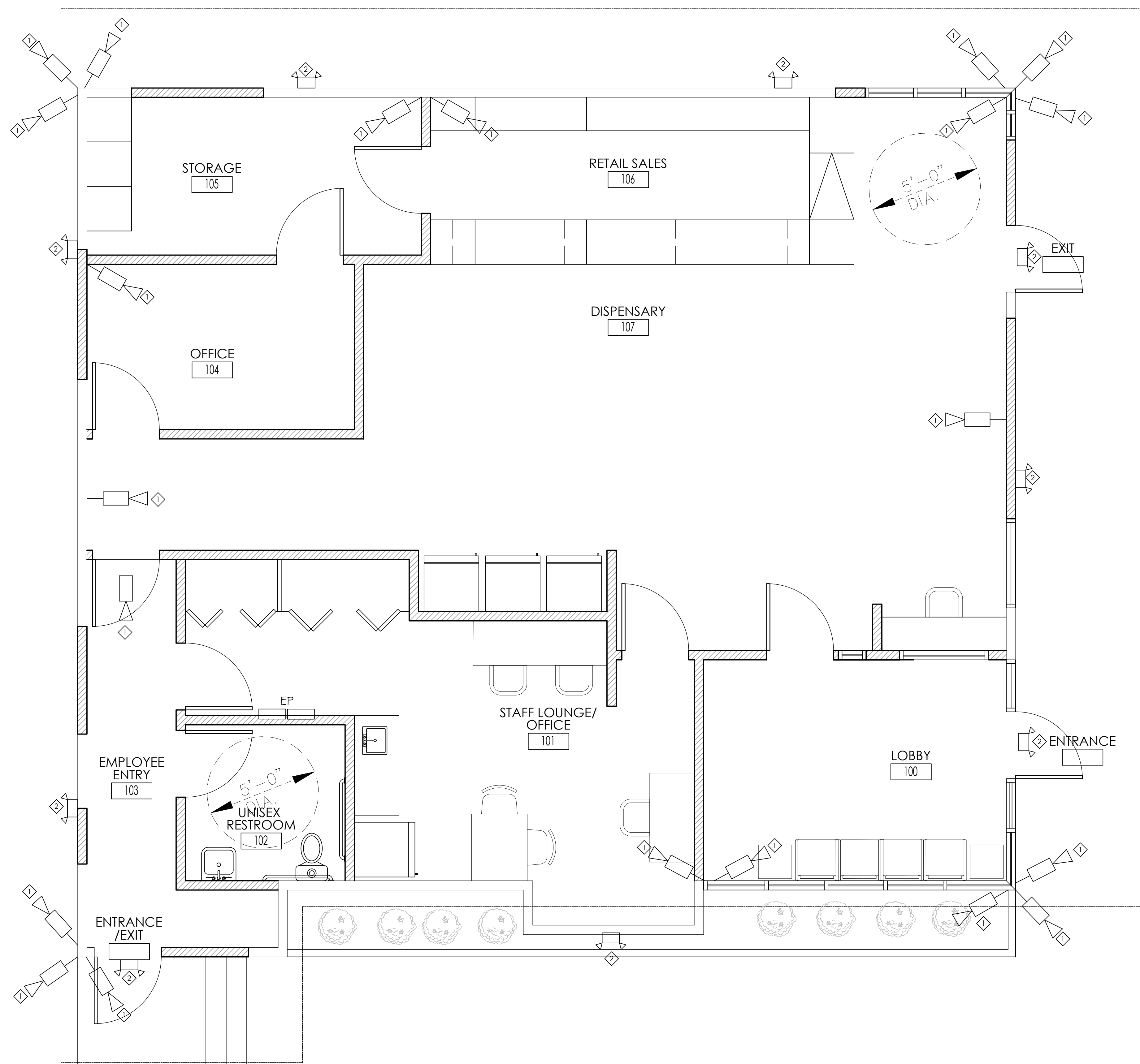
PROJECT NO. 2103  
CREATED: 2021-11-22  
DRAWN: SL  
CHECKED: -  
PLOT DATE: 2021-11-22

**A1.6**

### SECURITY PLAN KEYNOTES

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- ① ADD SECURITY CAMERA
- ② ADD EXTERIOR SENSOR LIGHTING
- ③ ---
- ④ ---
- ⑤ ---



3/8" = 1'-0"

8

WALL LEGEND

4

### SECURITY PLAN NOTES

NTS 2

#### GENERAL NOTES

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### GENERAL NOTES

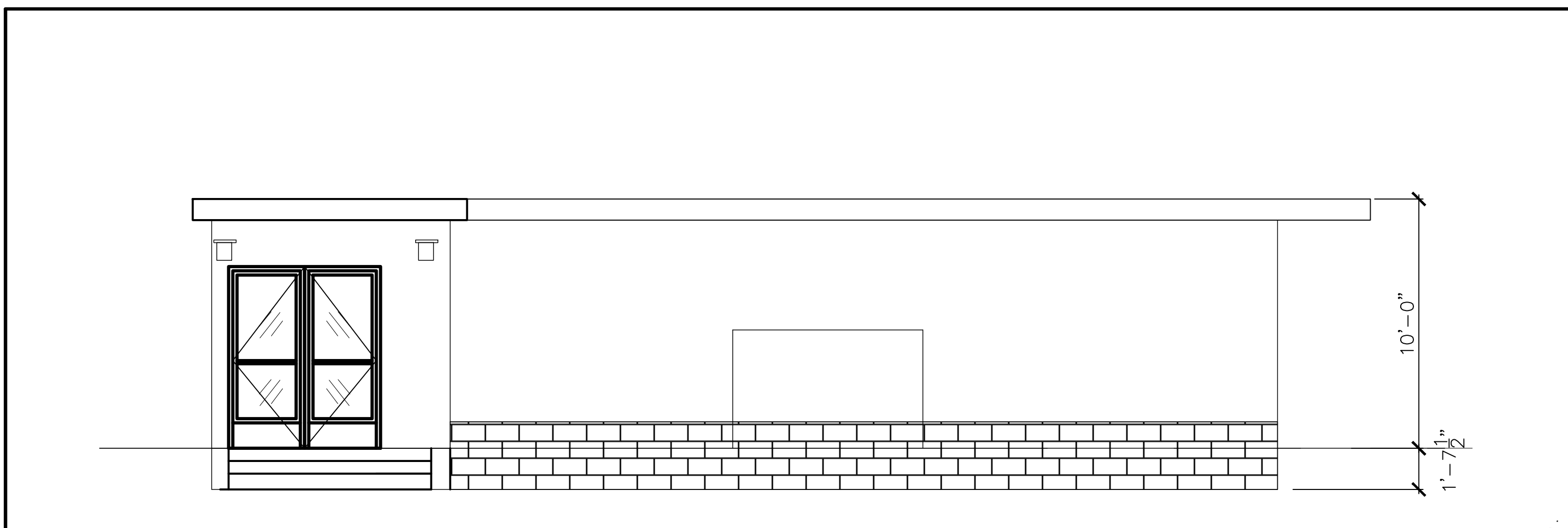
NTS 3

#### SECURITY PLAN LEGEND

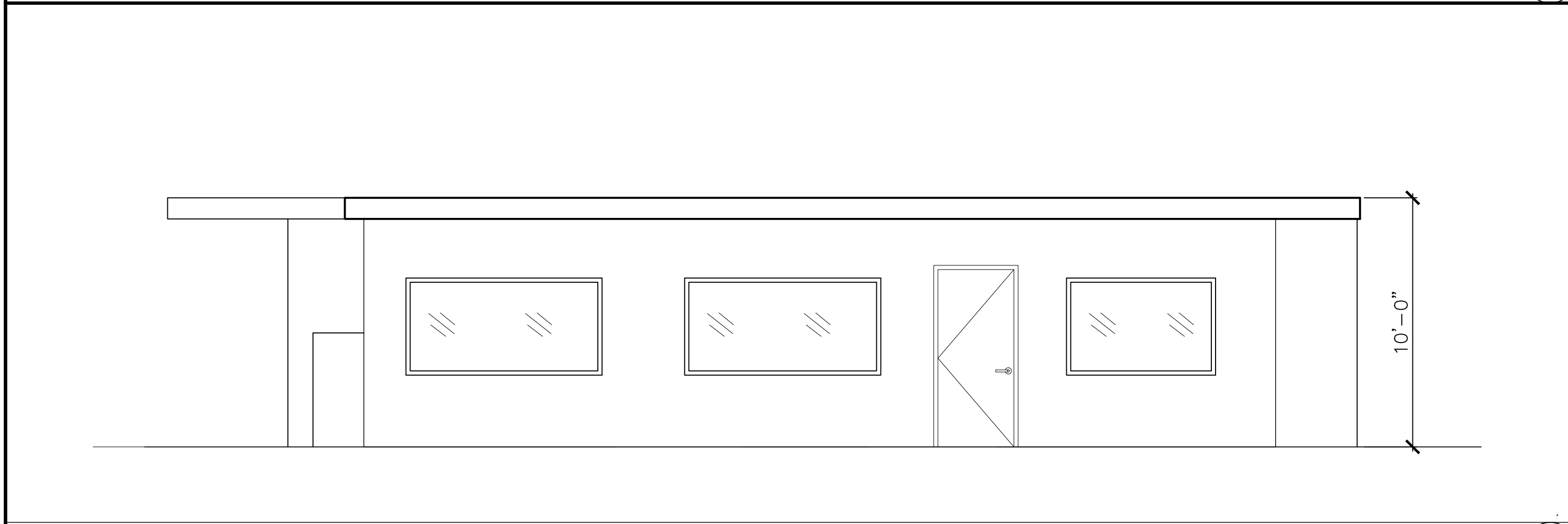
SECURITY CAMERA

EXTERIOR MOTION SENSOR LIGHT

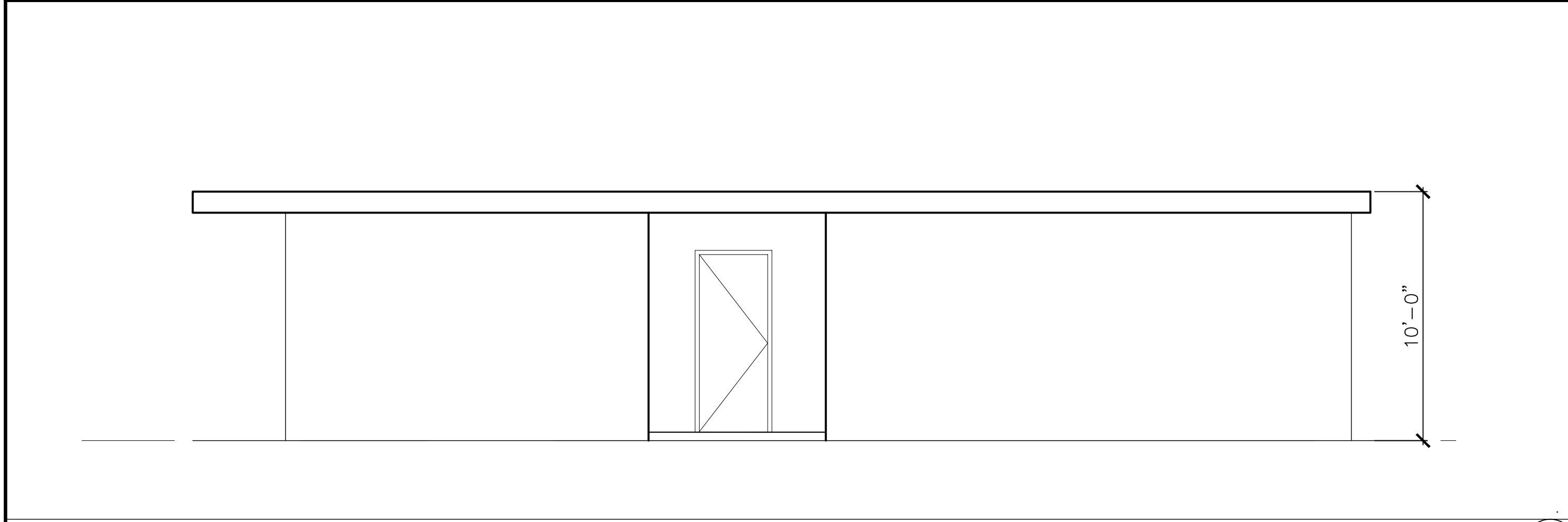
FLOOR PLAN



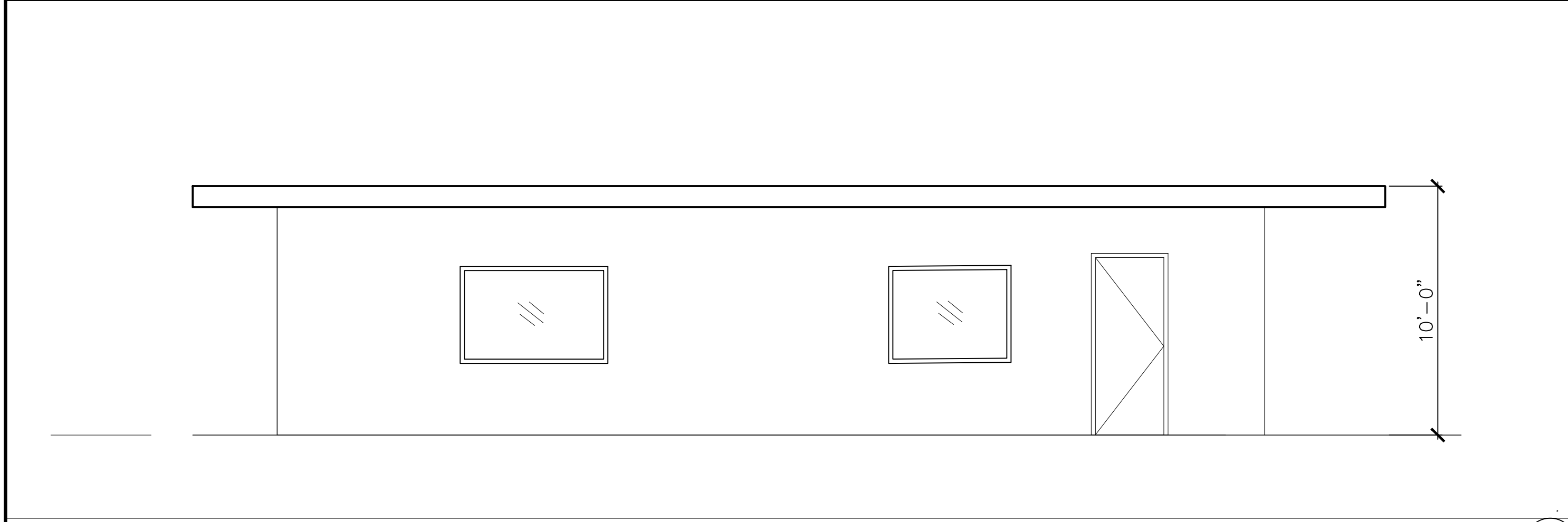
EXISTING - EXTERIOR ELEVATION - SOUTH WEST 1/4" = 1'-0" 5



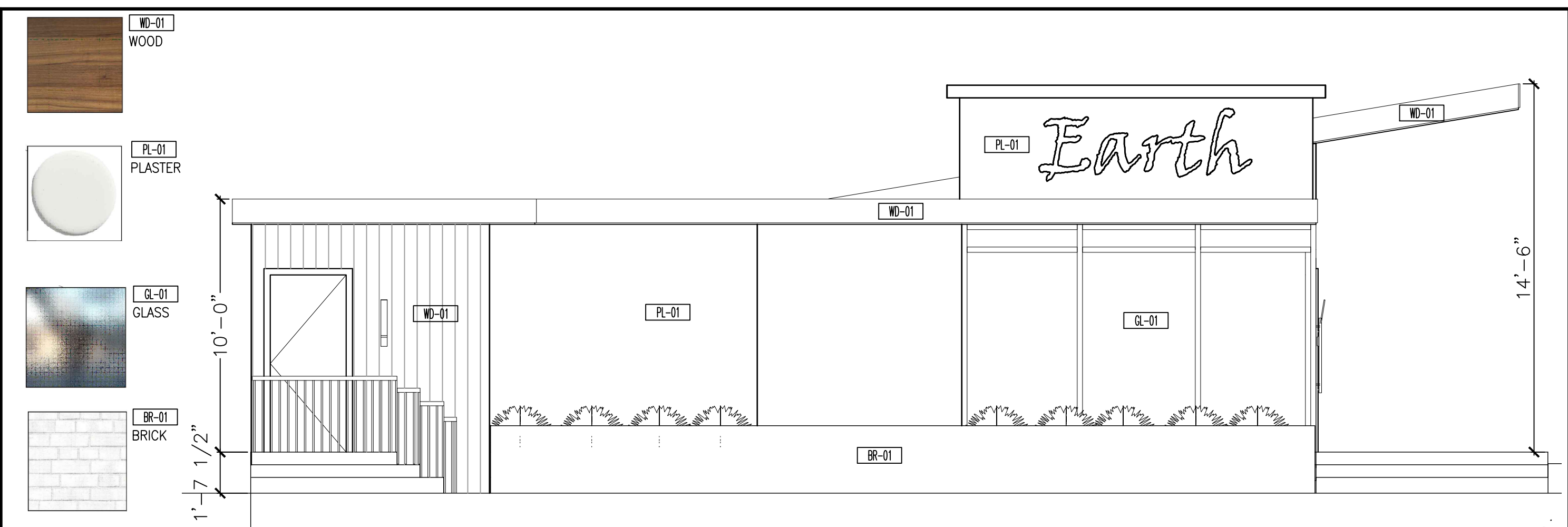
EXISTING - EXTERIOR ELEVATION - SOUTH EAST 1/4" = 1'-0" 6



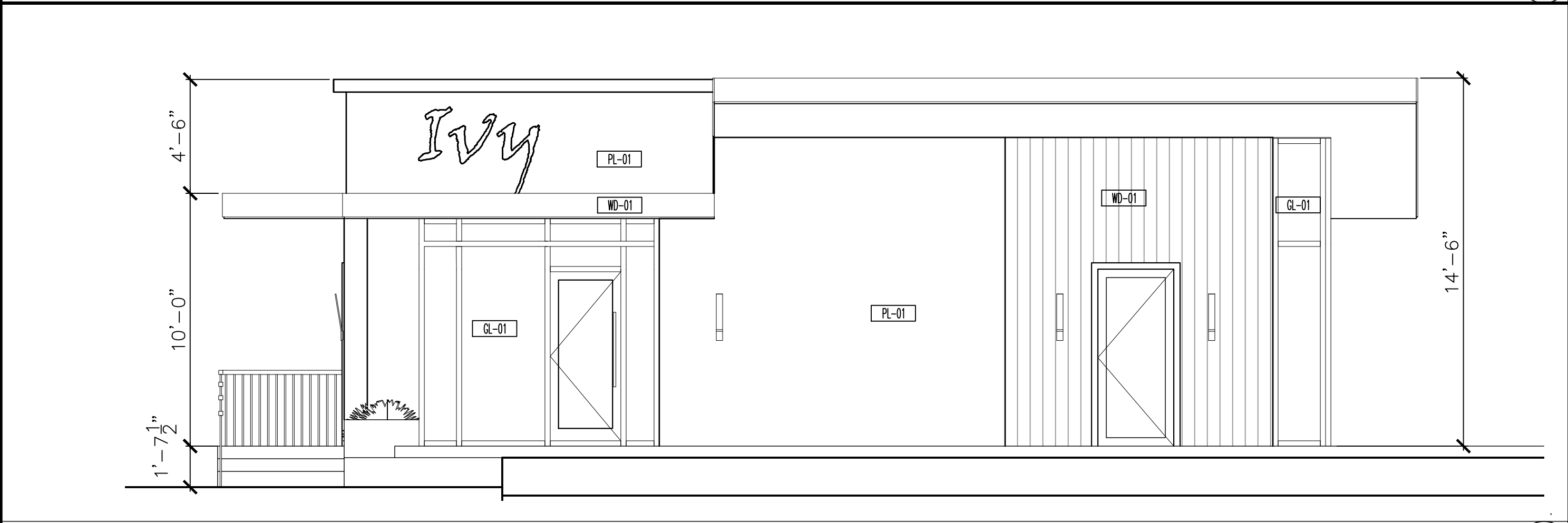
EXISTING - EXTERIOR ELEVATION - NORTH EAST 1/4" = 1'-0" 7



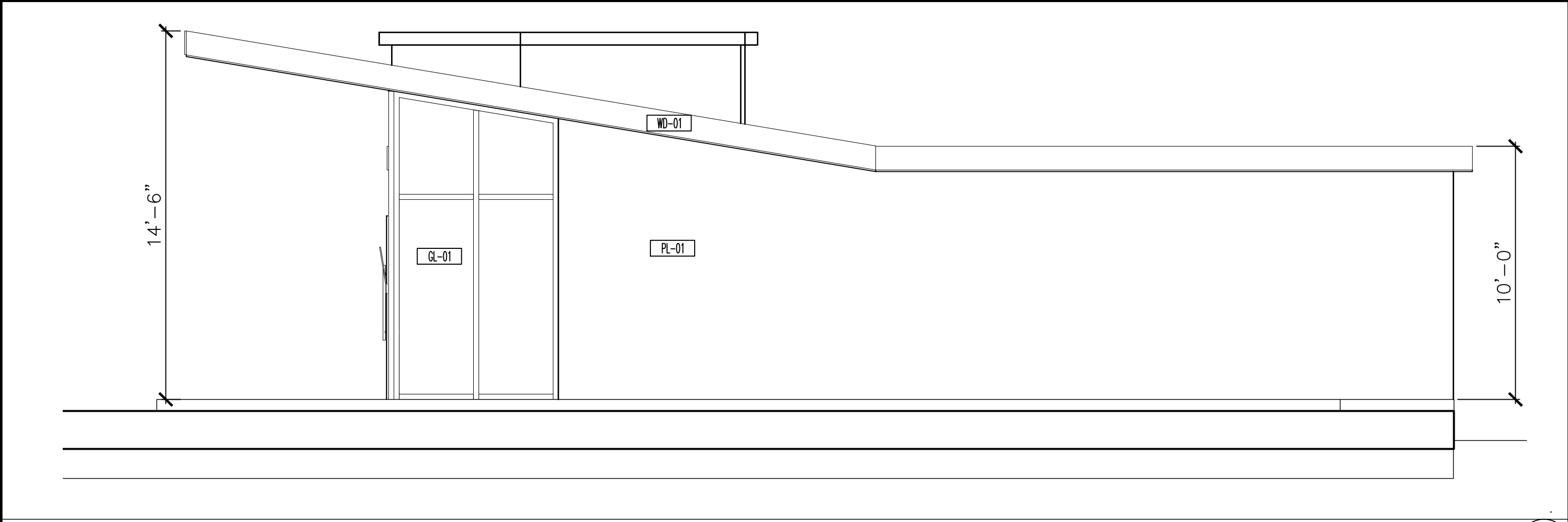
EXISTING - EXTERIOR ELEVATION - NORTH WEST 1/4" = 1'-0" 8



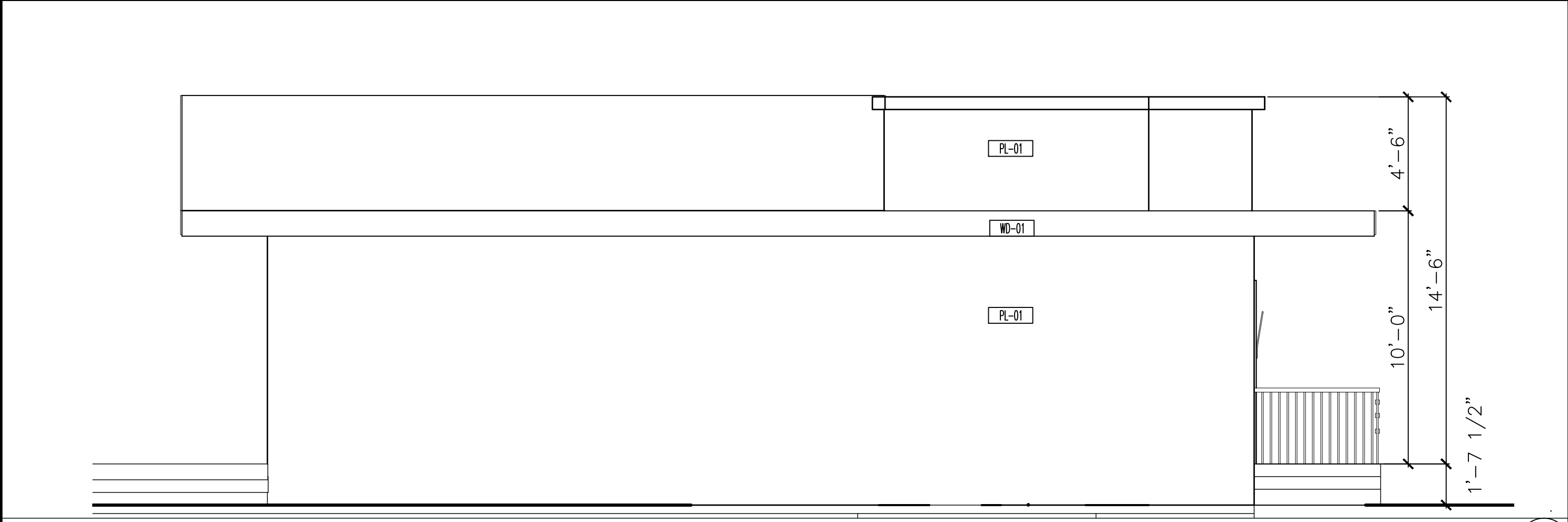
PROPOSED - EXTERIOR ELEVATION - SOUTH WEST 1/4" = 1'-0" 1



PROPOSED - EXTERIOR ELEVATION - SOUTH EAST 1/4" = 1'-0" 2



PROPOSED - EXTERIOR ELEVATION - NORTH EAST 1/4" = 1'-0" 3



PROPOSED - EXTERIOR ELEVATION - NORTH WEST 1/4" = 1'-0" 4

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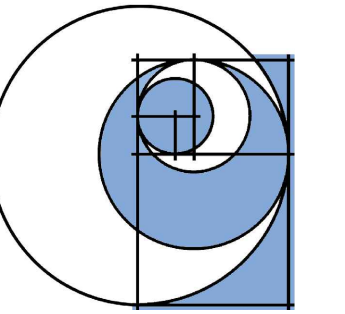
REGISTERED ARCHITECT  
 No. C212809  
 REN2-28-23  
 STATE OF CALIFORNIA

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**CUP**  
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 LEMON GROVE, CA 91945

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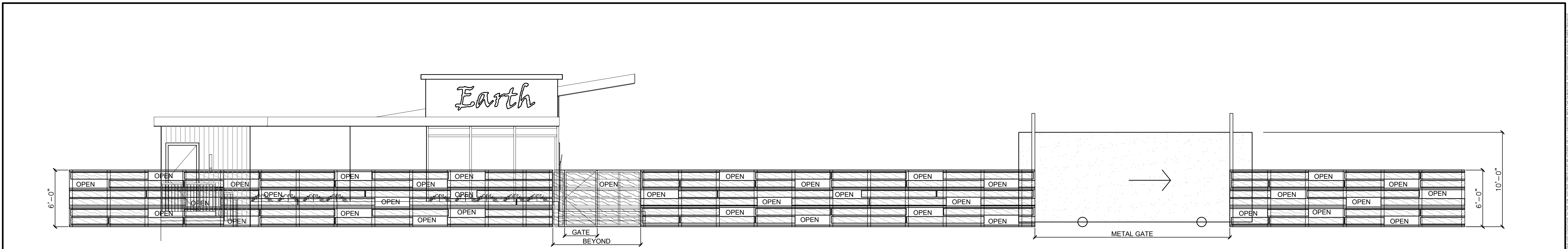
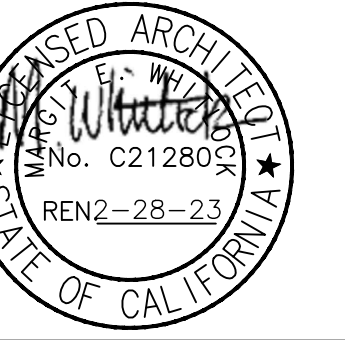
PROJECT NO.	2103
CREATED:	2021-11-22
DRAWN :	SL
CHECKED:	-
PLOT DATE:	2021-11-22

**A2.0**



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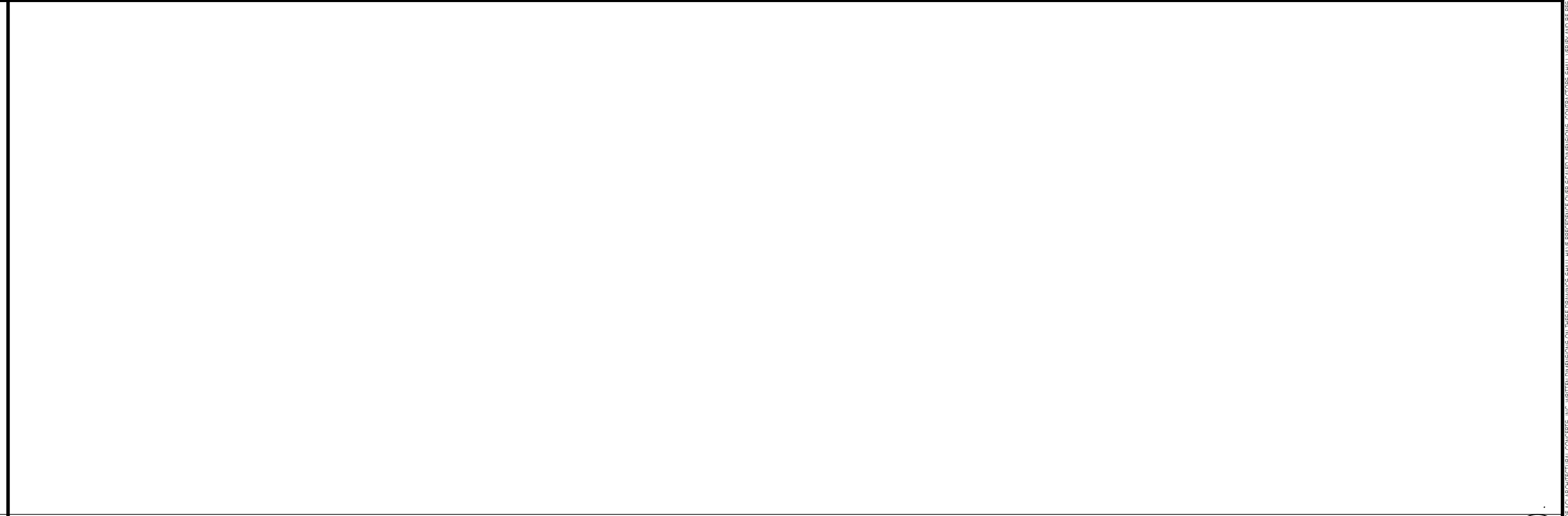


PROPOSED - STREET ELEVATION

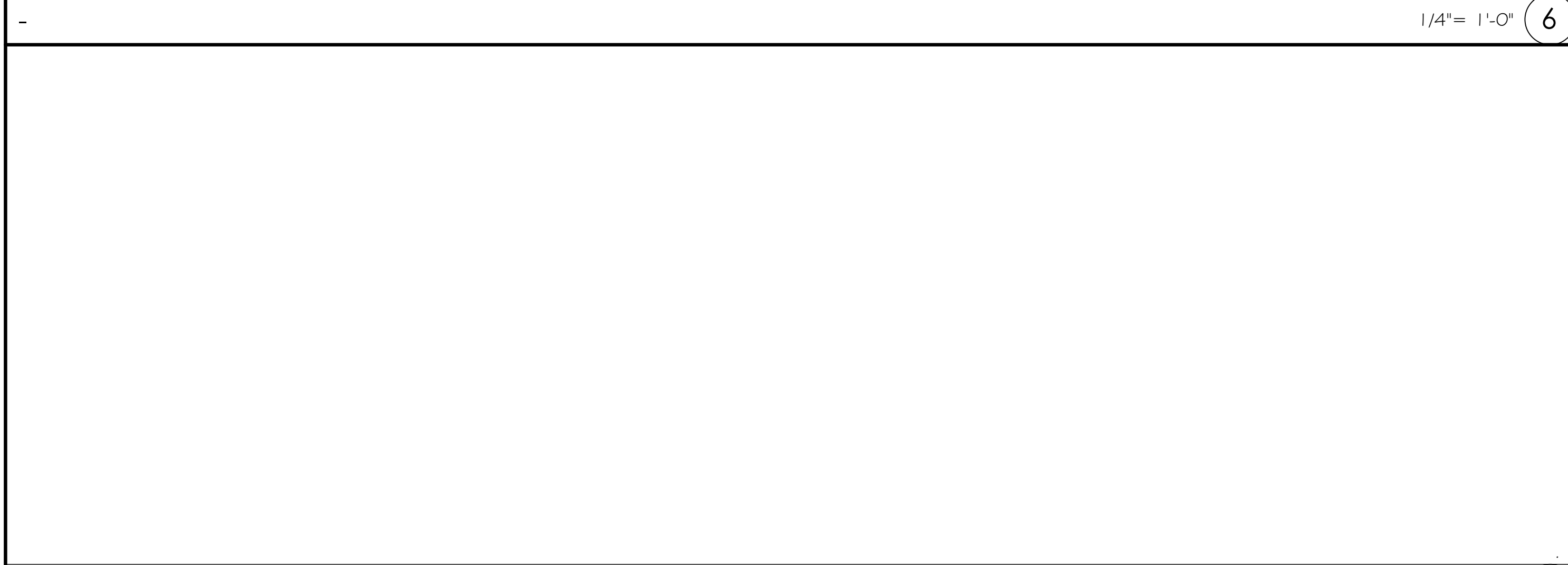
3/16" = 1'-0" 1



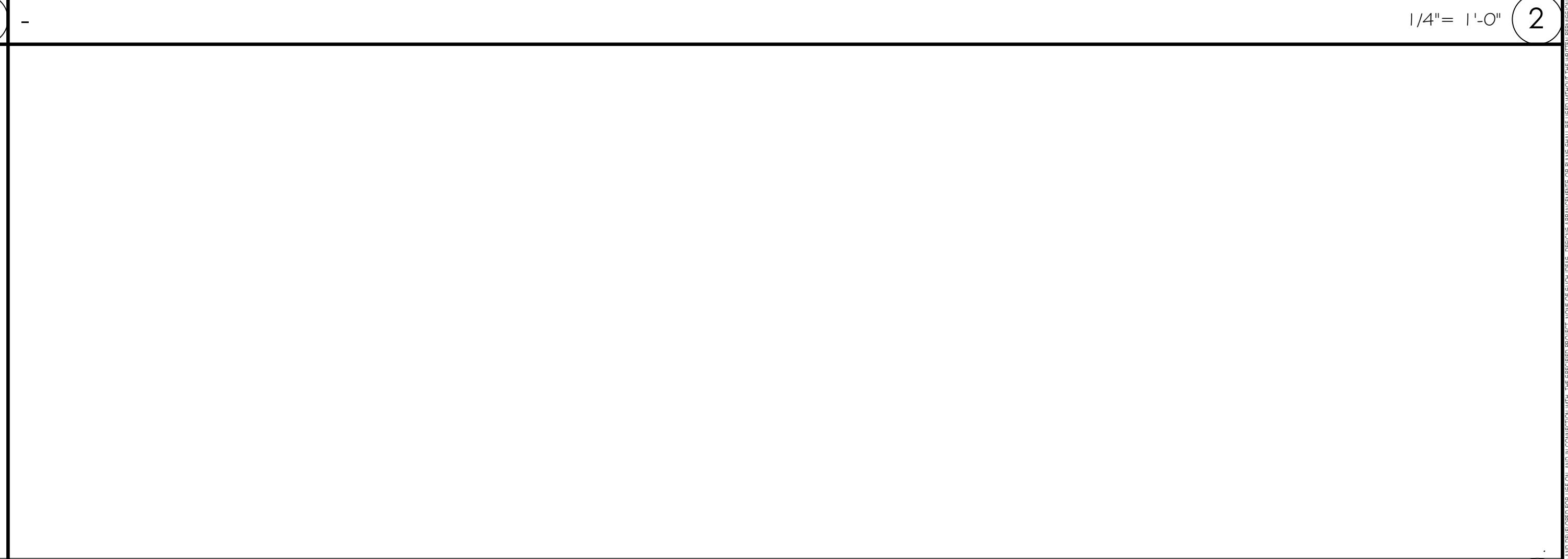
1/4" = 1'-0" 6



1/4" = 1'-0" 2



1/4" = 1'-0" 7



1/4" = 1'-0" 3



1/4" = 1'-0" 8



1/4" = 1'-0" 4

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CUP  
8280 BROADWAY  
LEMON GROVE, CA 91945

REVISION #	DATE	ISSUE
1		
2		
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4		
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7		

EXTERIOR  
ELEVATIONS

PROJECT NO. 2103  
CREATED: 2021-11-22  
DRAWN: SL  
CHECKED: -  
PLOT DATE: 2021-11-22

A2.1





# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 4.  
**Meeting Date:** April 19, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Lydia Romero, City Manager;  
[Lromero@lemongrove.ca.gov](mailto:Lromero@lemongrove.ca.gov)  
**Item Title:** **Five-Year Agreement with the County of San Diego  
and the San Diego County Sheriff**

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**Recommended Action:** Adopt resolution (**Attachment A**) approving a five-year agreement with the County of San Diego (County) and the San Diego Sheriff for law enforcement services.

**Background:** Since the City's incorporation in 1977, the City has relied on the San Diego County Sheriff's Department to provide municipal law enforcement services. The City, along with eight other cities in the County, negotiates an agreement for services every five years. The current agreement is set to expire on June 30, 2022.

Presented for City Council consideration is a resolution (**Attachment A**) that approves an "Agreement between the City of Lemon Grove, the County of San Diego and the San Diego County Sheriff's Department for Municipal Law Enforcement Services" for a term of five years, commencing on July 1, 2022 through June 30, 2027.

**Discussion:** The City of Lemon Grove, along with eight other cities in San Diego County, contracts with the County of San Diego for municipal law enforcement services. The contract is a joint financial agreement between all of the contract cities and the County—taking advantage of common needs and economies of scale that result in a lower cost for law enforcement than having a municipal police department or individually contracting with the County. The previous agreement for services expires on June 30, 2022.

The Lemon Grove Sheriff’s Lieutenant serves as the City’s Chief of Police, providing a full range of law enforcement services including patrol, traffic and investigative services. Staff at the Lemon Grove station includes 20 sworn deputies/command staff, a Community Services Officer and Senior Volunteer Patrol volunteers –these figures do not include the support staff at the station. In 2021, within the City, there were over 12,644 calls for service dispatched and more than 5,949 deputy-initiated activities made.

Along with standard law enforcement responsibilities, such as patrol and traffic services, the City also receives the following services through the contract:

- ASTREA Helicopter
- Crime Lab & Analysis
- Dispatch/Communication Center
- East County Gang Task Force
- Juvenile Diversion Officers
- Psychiatric Emergency Response Team (PERT)
- Backup coverage for major incidents
- Bomb/Arson Investigative Unit
- Criminal Intelligence
- Domestic Violence Investigative Unit
- Homicide Investigative Unit
- Narcotic Enforcement
- SWAT

***Overview of Proposed Contract***

In 2021, a committee of city managers were formed to negotiate a new contract on behalf of all the contract cities. The contract cities identified controlling the costs of the contract in a new agreement.

*Cost* – The prior contract introduced the fixed charge for law enforcement services, this model has been carried over to this five-year financial contract. Below is the negotiated fixed charge for the proposed five year contract.

<b>Fiscal Year</b>	<b>Fixed Charge</b>
2022-23	1.00%
2023-24	1.00%
2024-25	3.50%
2025-26	3.00%
2026-27	3.50%

**Fiscal Analysis**

The chart below lists the projected costs over a five year term of the contract. Cost estimations assumes no changes to current staffing levels. FY 2022-23 cost increase is based on the current contract cost.

<b>Fiscal Year</b>	<b>Contract Amount</b>	<b>Dollar Increase</b>	<b>Percent Increase</b>
2022-23	\$6,568,484		1.00%
2023-24	\$6,634,169	\$65,685	1.00%
2024-25	\$6,866,365	\$232,196	3.50%
2025-26	\$7,106,688	\$240,323	3.50%
2026-27	\$7,355,422	\$248,734	3.50%

**Conclusion:** Staff recommends that the City Council adopt the resolution (**Attachment A**) approving a five-year agreement with the County of San Diego and San Diego Sheriff for law enforcement services.

**Environmental Review:**

- Not subject to review
- Categorical Exemption, Section |
- Negative Declaration
- Mitigated Negative Declaration

**Fiscal Impact:** Minor impacts that can be absorbed in the current budget.

**Public Notification:** None

**Staff Recommendation:** Adopt resolution (**Attachment A**) approving a five-year agreement with the County of San Diego (County) and the San Diego Sheriff for law enforcement services.

**Attachments:**

**Attachment A** – Resolution with contract

**RESOLUTION NO. 2022-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE  
APPROVING A FIVE YEAR AGREEMENT WITH SAN DIEGO COUNTY AND  
SAN DIEGO COUNTY SHERIFF FOR GENERAL AND SPECIALIZED LAW  
ENFORCEMENT AND TRAFFIC SERVICES WITHIN THE CITY OF LEMON  
GROVE**

**WHEREAS**, the City of Lemon Grove has continuously contracted with the San Diego County Sheriff's Department for law enforcement services since 1977; and

**WHEREAS**, the City of Lemon Grove is satisfied with the arrangement, the level of service, and the positive impact to the community experienced with the Sheriff's service; and

**WHEREAS**, the current five-year contract expires on June 30, 2022 and the nine cities contracting for law enforcement services with the San Diego County Sheriff's Department have completed negotiations for a new five-year contract, and

**WHEREAS**, the City of Lemon Grove and the San Diego County Sheriff's Department mutually desire to continue with a contract in which the Sheriff's Department provides general and specialized law enforcement and traffic services to the City

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California that the foregoing recitals are true and correct; and:

1. Approves a five-year agreement, commencing on July 1, 2022, with the San Diego County Sheriff's Department for General and Specialized Law Enforcement Services (Exhibit 1); and
2. Authorizes the City Manager to execute said agreement.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***

**ATTACHMENT A**

**CONTRACT LAW ENFORCEMENT PROGRAM**

**SERVICE COSTS  
FY22-23**

SERVICE CATEGORY	SALARY & BENEFITS (Prorate if partial year)	START UP COSTS (Full)	RADIO REPLACEMENT (Prorate if partial year)
<b>STAFF:</b>			
Deputy Patrol	\$218,638.52	\$24,308.00	\$627.14
Deputy Traffic	\$218,638.52	\$24,308.00	\$627.14
Deputy Motor	\$233,892.37	\$24,308.00	\$627.14
Deputy SPO	\$218,638.52	\$24,308.00	\$627.14
Detective	\$228,807.75	\$24,308.00	\$627.14
CSO	\$95,743.97	\$13,948.00	\$627.14
 Sergeant	 \$282,742.95	 \$24,308.00	 \$627.14
 Lieutenants	 \$298,985.45	 \$24,308.00	 \$627.14
Captains	\$348,008.22	\$24,308.00	\$627.14
 Admin Sec II	 \$103,933.48	 \$8,749.00	 \$0.00
Admin Sec I	\$88,265.16	\$8,749.00	\$0.00
Office Assistant	\$83,056.40	\$8,749.00	\$0.00
Office Support Specialist	\$100,165.83	\$8,749.00	\$0.00
Sr. Office Assistant	\$98,016.65	\$8,749.00	\$0.00
Sheriff's Prop & Evid Spec I	\$86,292.01	\$8,749.00	\$0.00
Dept. Aide	\$58,531.22	\$8,749.00	\$0.00
Crime & Intelligence Analyst	\$158,137.43	\$8,749.00	\$0.00
 Rehire (960 program) per hour	 \$40.00		
 <b>AUTO:</b>			
	<b>Ongoing Cost Per Auto (Prorate if partial year)</b>		
Patrol Sedan B/W	\$31,631.69		
Patrol 4x4 B/W	\$38,101.95		
 Traffic Sedan B/W	 \$31,631.69		
Motorcycle	\$15,017.72		
 Management Sedan	 \$14,151.45		
 Detective Sedan & Det. Supervisor	 \$10,660.00		
 SPO - Sedan 4 Dr	 \$10,660.00		
SPO - Van	\$16,193.73		
SPO - B&W	\$31,631.69		
 CSO - Sedan 4 Dr	 \$10,660.00		
CSO - Van	\$9,920.79		



**ATTACHMENT C**

**OVERHEAD COST DETAIL SHEET  
FY2022/2023**

	DEPUTY SHERIFF & SERGEANT	COMMUNITY SERVICE OFFICER
<b>Station Support Staff</b>	<b>Direct Charge Now</b>	<b>Direct Charge Now</b>
<b>Ancillary Support</b>		
Communications Ctr	\$ 18,836.93	\$ 9,418.47
Reserves	\$ -	\$ -
Crime Prevention	\$ 2,241.31	\$ 1,120.66
Crime Analysis	\$ 588.70	\$ 294.35
Traffic Coordinator	\$ 540.11	\$ 270.06
Juvenile Intervention	\$ 3,290.04	\$ 1,645.02
Family Protection	\$ 4,631.72	\$ 2,315.86
Financial Crimes	\$ 3,377.54	\$ 1,688.77
Domestic Violence	\$ 1,572.21	\$ 786.10
Homicide	\$ 4,717.69	\$ 2,358.85
<b>Total</b>	<b>\$ 39,796.25</b>	<b>\$ 19,898.14</b>
<b>Supplies</b>		
Station	<b>Direct Charge Now</b>	<b>Direct Charge Now</b>
Support Other	\$ 2,394.66	\$ 1,197.33
<b>Total</b>	<b>\$ 2,394.66</b>	<b>\$ 1,197.33</b>
<b>Space Cost</b>		
Space	<b>Direct Charge Now</b>	<b>Direct Charge Now</b>
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Management Support</b>		
Admin	\$ 1,763.91	\$ 881.96
Fiscal	\$ 1,935.08	\$ 967.54
Personnel	\$ 3,212.05	\$ 1,606.03
Data Services	\$ 1,704.31	\$ 852.15
Other	\$ 2,301.81	\$ 1,150.91
<b>Total</b>	<b>\$ 10,917.16</b>	<b>\$ 5,458.59</b>
<b>Grand Total</b>	<b>\$ 53,108.07</b>	<b>\$ 26,554.06</b>

**Note:**

Deputy, Detective, CSO, Sergeant, Station Staff, Station Supplies, Space & Vehicles are calculated directly per station.



**ATTACHMENT D**

**LIABILITY FUND HISTORY**

	<b>AMOUNT</b>
Beginning Balance	862,445.74
FY 2012/2013	258,994.88
FY 2013/2014	15,350.61
FY 2014/2015	60,289.48
FY 2015/2016	(635,636.98)
FY 2016/2017	(3,361,519.58)
FY 2017/2018	(415,590.54)
FY 2018/2019	(76,889.66)
FY 2019/2020	(181,243.76)
FY 2020/2021	(1,830,471.74)
FY2021/2022*	<u>662,121.58</u>
Total	<u><u>(4,642,149.97)</u></u>

*\*Data as of Q1, FY21-22 ONLY*

## ATTACHMENT E

### STANDARDIZED EQUIPMENT LIST

#### PATROL STATIONS

VHF Mobile radio

Vehicle Type	Mobile Radio	Handitalk Radio	VHF Mobile Radio	MCT's (1)	VRM Modems	AVL (2)	Light Siren	Plastic Rear Seat	Radar	Push Bar	Gunlock	Winch	Screen
Patrol Sedan	x	x		x	x	x	x	x		x	x		x
Patrol 4X4 (Expedition)	x	x	x	x	x	x	x			x	x	x	x
Patrol 4X4 (Pick Up)	x	x		x	x	x	x			x	x	x	x
Traffic Sedan	x	x		x	x	x	x	x	x	x	x		x
Traffic Motorcycle	x	x							x				
Detective (4-Door)	x	x											
Detective (2-Door)	x	x											
Detective (Black & white)	x	x		x	x	x	x			x	x		x
Detective (Van)	x	x											
CSO (Van)	x	x		x	x		x (3)						
Supervisory Sedan	x	x		No*				x					

(1) Mobile Computer Terminals - purchased by Communication Center.

(2) Auto Vehicle Locator

(3) Amber warning light in rear deck.

**AGREEMENT BETWEEN THE CITY OF LEMON  
GROVE, THE COUNTY OF SAN DIEGO, AND  
THE SAN DIEGO COUNTY SHERIFF**

**FOR MUNICIPAL LAW ENFORCEMENT SERVICES**

This Agreement is between the City of Lemon Grove, a municipal corporation, hereinafter referred to as "CITY" and the County of San Diego, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for services to be provided by the San Diego County Sheriff, hereinafter referred to as "SHERIFF".

**RECITALS**

WHEREAS, COUNTY through SHERIFF provides public safety services throughout the County of San Diego and is equipped and will do so to the extent and in the manner hereinafter provided; and

WHEREAS, CITY is a municipal corporation of the State of California within the County of San Diego and desires to obtain general and specialized law enforcement and traffic services; and

WHEREAS, Sections 51300-51308, 51350, 55632, and sections 54980 et seq. of the California Government Code authorize COUNTY and CITY to contract for performance of Sheriff services within the CITY; and

WHEREAS, COUNTY through SHERIFF currently provides municipal law enforcement services to CITY pursuant to an agreement dated July 1, 2017; and

WHEREAS, CITY and COUNTY through SHERIFF desire to enter into a new agreement with provisions concerning the nature and extent of municipal law enforcement services to be provided to CITY and establishing the compensation to be paid therefore; and

WHEREAS, COUNTY acknowledges that CITY requires standards of performance that demonstrate professional excellence both in the execution of duties and in the interpersonal relations with CITY employees and all persons utilizing the services of CITY; and

WHEREAS, the Board of Supervisors on January 25, 2022 authorized the Clerk of the Board to accept and execute this Agreement for Municipal Law Enforcement Services; and

WHEREAS, the City Council for the City of Lemon Grove on \_\_\_\_\_ authorized the City Manager to accept and execute this Agreement for Municipal Law Enforcement Services; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CITY jointly intend that CITY will fund and COUNTY will provide municipal law enforcement services, as set forth in this Agreement.

## AGREEMENT

### **I. PURPOSE AND INTENT**

The purpose of this Agreement is for COUNTY to provide municipal law enforcement services to CITY per California Government Code Section 51300-51308, 51350 and 54980, et seq. This Agreement is effective for its term beginning as set forth in Section III. A, regardless of approval date by the parties and supersedes and replaces the agreement between COUNTY and CITY for the period of July 1, 2017 through June 30, 2022, including all attachments, insofar as that agreement relates to provisions of municipal law enforcement services to CITY.

### **II. SCOPE OF SERVICES**

COUNTY through SHERIFF shall provide municipal law enforcement services to CITY as follows:

#### **A. Method of Service Delivery**

SHERIFF will maintain a Law Enforcement Services Bureau, which will be responsible for performance of COUNTY's obligations under this Agreement. Municipal law enforcement services will be staffed as described in Section IV, Standards of Services. These services shall be provided from SHERIFF's existing stations and other such facilities as COUNTY or the CITY may hereafter acquire.

#### **B. Law Enforcement Services**

COUNTY through SHERIFF will provide municipal law enforcement services ("Law Enforcement Services") to CITY as outlined in Attachment B. Law Enforcement Services consist of enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY, as well as direct supervision of law enforcement personnel assigned to provide Law Enforcement Services to CITY; all to the extent necessary and appropriate to meet the Standards of Services

described in Section IV. Staffing for Law Enforcement Services shall be provided in Section IV.D of this Agreement.

**C. Ancillary Services**

The following ancillary services will be provided to CITY as an integral part of the law enforcement services described above and are included in the cost of such services: crime prevention, juvenile intervention, financial crimes, homicide, domestic violence, communication, information technology support, and clerical support.

**D. Regional Services**

In addition to the services listed above, the following regional services are provided to CITY at no cost: Special Enforcement Detail (SED); Aerial Support to Regional Enforcement Agencies (ASTREA); Bomb/Arson; Search and Rescue; Fire/Rescue helicopter; Crime Lab; and Property and Evidence.

**E. Search and Rescue Responsibility**

The COUNTY and the CITY agree that some rescues are the responsibility of and will be performed by the SHERIFF while other rescues are the responsibility of and will be performed by the CITY's public safety services. In many instances, rescues will be conducted in a joint operation involving both the SHERIFF and the CITY's emergency response personnel.

**F. Reserve Program**

The SHERIFF, in partnership with the CITY, will take active steps to recruit individuals to participate in the Reserve Program.

**G. Additional Services**

**1. General**

COUNTY through SHERIFF may provide supplemental Law Enforcement Services or additional related equipment and supplies as requested by CITY. Additional Services

not covered under Law Enforcement Services may include, but are not limited to, added patrol or traffic services required for special events such as street fairs, concerts, movie productions and other third-party promotions.

**2. Requests**

Requests for Additional Services shall be made to SHERIFF by CITY through the SHERIFF'S Station Commander or their designee and shall be made in writing or, if made in person or by telephone, shall be confirmed in writing by the requestor within forty-eight (48) hours of the request. CITY shall provide SHERIFF with as much advance notice as possible regarding requests for Additional Services.

**3. Provision of Additional Services**

SHERIFF shall advise CITY promptly and shall confirm in writing if SHERIFF is unable to provide some or all of any requested Additional Services. If SHERIFF is able to provide some or all of the requested Additional Services, SHERIFF shall promptly advise CITY in writing of the estimated costs of the services. Unless CITY disapproves in writing of an estimate provided by SHERIFF, SHERIFF shall provide such Additional Services to CITY and shall be reimbursed for the actual cost of providing the Additional Services subject to Section V.B.2. COUNTY shall delegate the authority to SHERIFF to approve additional services consistent with the intent of this provision.

**4. Identification**

COUNTY and CITY acknowledge and agree that it is impractical to specify in this Agreement each and every category of Additional Services that might be desired by CITY, and that the parties will reasonably cooperate in identifying and addressing such potential Additional Services within the scope of Law Enforcement Services.

## **H. Emergencies**

### **1. General**

Notwithstanding any other provisions of this Agreement, in the event of an emergency occurring within CITY, SHERIFF shall take any and all actions reasonably necessary or appropriate to respond to the emergency, to include appropriate referrals to, and coordination with, other law enforcement agencies.

### **2. Temporary Duties**

SHERIFF's personnel assigned to perform services for CITY under this contract ("SHERIFF's contract city personnel") may be required to perform temporary duties outside the scope of this Agreement. For the purpose of this Agreement, "temporary duties" shall include, but not be limited to, assignments necessitated by a public safety emergency or other exigent circumstances required under "mutual aid" agreements.

### **3. Redeployment of Staff**

During the period of any public safety emergency or exigent circumstance such as responding to mutual aid requests, SHERIFF's contract city personnel may be temporarily redeployed for emergency response. If reasonable and practical, SHERIFF shall notify the City Manager for the CITY and discuss the redeployment prior to reassignment. If the public safety emergency or exigent circumstance such as requests for mutual aid demand immediate redeployment, SHERIFF need not notify the City Manager in advance, but shall do so as soon as practical.

## **III. TERM OF AGREEMENT**

### **A. Term**

The term of this agreement shall commence at midnight July 1, 2022, and shall continue in effect through and terminate at midnight of June 30, 2027, subject to the termination provisions in Section III.B. below.

**B. Termination**

Notwithstanding any other section or provisions of this Agreement, either party hereto may terminate this Agreement by giving a one-year advance written notice of intention to terminate.

**IV. STANDARDS OF SERVICE**

**A. Anticipated Service Outcome**

The anticipated outcome of law enforcement services provided by COUNTY through SHERIFF to CITY under this Agreement is the provision of efficient and effective police protection and the performance of all duties as required by law or contract. These duties include patrol, traffic, general and specialized investigations, crime prevention, crime analysis, criminal intelligence, narcotics enforcement, emergency services, licensing, crime lab and communications.

**B. Performance Standards**

COUNTY through SHERIFF shall provide CITY with qualified personnel to meet the following performance standards and scope of service:

**1. General**

All SHERIFF personnel who provide municipal law enforcement services to CITY pursuant to this Agreement shall have met the minimum qualifications designated for their specific classification, including a background investigation.

**2. Patrol Services**

COUNTY through SHERIFF shall provide patrol law enforcement services. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Penal Code, the California Vehicle Code, and pertinent regulatory ordinances as adopted by the City Council of CITY.



**3. Traffic Services**

COUNTY through SHERIFF shall provide traffic services. To the extent that such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement of the California Vehicle Code and pertinent traffic regulatory ordinances as adopted by the City Council of CITY, accident investigations, analysis of traffic related problems of CITY, and cooperate with various CITY departments to obtain solutions to the traffic problems of CITY.

**4. Special Purpose Officers**

COUNTY through SHERIFF shall provide problem solving services via the Special Purpose Officer (SPO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to identify and resolve problems of both a criminal and non-criminal nature for a designated geographic area through investigation, patrol support, coordination of departmental resources and cooperation with various CITY departments.

**5. School Resource Officers**

COUNTY through SHERIFF shall provide school resource services via the School Resource Officer (SRO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide enforcement and follow up investigation on school property for violations of the Penal Code of the State of California, the California Vehicle Code, and the California Education Code and cooperate with school administration, faculty, students, and parents to obtain solutions to problems of the school district. To the extent possible, the SRO will participate in positive student activities in the community to build trusting and respectful relationships with students, families, and staff. The SRO will collaborate with school-based community organizations, parent-teacher organizations, and student government to develop opportunities for

positive activities, such as mentoring programs, community coalitions or task forces.

6. **Community Service Officers**

COUNTY through SHERIFF shall provide community services via the Community Service Officer (CSO). To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily provide response/information to citizen inquiries, completion of minor reports, fingerprinting, traffic direction, parking enforcement, vehicle abatement, crime prevention education and enforcement of pertinent regulatory ordinances as adopted by the City Council of CITY.

7. **Detectives**

COUNTY through SHERIFF shall provide follow-up criminal investigative services via the Detective position. To the extent such staff is provided within CITY, their services, together with all normal ancillary services related thereto, shall primarily be to investigate crime reports submitted by Patrol Officers, Community Service Officers, Special Purpose Officers or other personnel. Detectives are responsible for classifying and closing cases, identifying suspects, gathering evidence, making arrests, submitting cases for prosecution, and supporting said prosecution with needed supplemental investigation.

8. **Retired-Rehired Deputies**

COUNTY through SHERIFF shall, to the extent such personnel are available, make available Retired Deputies. Such Retired-Rehired Deputies are eligible for short-term assignments or assignments requiring specialized skills or knowledge on a temporary basis to CITY. Such Retired-Rehired Deputies are not available for routine Patrol, Traffic, Detective, or Special Purpose Officer services and are limited by State Law and Retirement System policy to working a maximum of 960 hours per fiscal year.

**C. Assignment of Personnel**

**1. Sheriff's Responsibility**

The management, direction, supervision and discipline of SHERIFF personnel, the standard of performance, and all other matters incident to the performance of services, shall be performed by and be the responsibility of COUNTY through SHERIFF in SHERIFF's sole but reasonable judgement and in accordance with the provisions of applicable labor agreements. SHERIFF shall be the appointing authority for all personnel provided to CITY and shall have complete discretion as to the assignment of all individual SHERIFF'S personnel under this Agreement.

**2. Transfers and Selection of Station Commanders**

SHERIFF will consult with CITY prior to reassignment of the station commander serving CITY and CITY will be afforded the opportunity to interview potential candidates prior to one being selected as the Station Commander of the station serving CITY. SHERIFF will solicit input from CITY when completing Station Commander's performance review. CITY and SHERIFF acknowledge that the length of assignment of the Station Commander serving CITY cannot be precisely defined; however, SHERIFF will endeavor to maintain the Station Commander serving the CITY in that assignment for 24 months.

**3. Other Staff Assignments**

If CITY has specific concerns regarding the actions of any deputy, agent or employee who performs Law Enforcement Services, CITY may address those concerns with the Station Commander serving CITY.

**4. Liability for Payment of Wages**

CITY shall have no liability for any direct payment of salary, wages, indemnity, or other compensation or benefit to persons engaged in COUNTY's performance of this Agreement.

**D. Staffing for Basic Services**

COUNTY through SHERIFF shall staff CITY as described in Attachment B in order to provide Law Enforcement Services. SHERIFF shall ensure that adequate numbers of qualified SHERIFF personnel are provided to CITY at all times during the term of this Agreement to meet the Law Enforcement Services, Scope of Services and Standards of Service commitments set forth herein, at no less than the staffing and classification levels established in the most current Attachment B. SHERIFF shall use best efforts to fill CITY funded position vacancies within a reasonable period of time.

**E. Changes in Staffing**

CITY shall provide COUNTY through SHERIFF 60 days advance notice when requesting changes in staffing. If CITY and SHERIFF agree that changes to the staffing level for Law Enforcement Services are needed and/or agree that staff additions or deletions in CITY are necessary in order to provide adequate levels of Law Enforcement Services in the succeeding contract year, COUNTY shall provide an updated Attachment B to the CITY. The level of service shall not be changed without the mutual consent of the SHERIFF and CITY.

**F. Vehicles, Equipment, and Supplies**

COUNTY shall provide all supplies, equipment and materials required for performance of the required law enforcement services; except that the CITY shall, at its own expense, supply any special stationery, supplies, notices, or forms which are to be issued in the name of the CITY. COUNTY agrees to provide the standard equipment for CITY vehicles per Attachment E. All marked vehicles (black and white) will generally be replaced at 100,000 miles. Vans and sedans will generally be replaced at 100,000 miles. Motorcycles will be replaced as needed at COUNTY's discretion.

The name of the city and city seal will be included on the doors of patrol cars if requested by the CITY. The CITY shall provide their CITY decal in the size requested by the SHERIFF.

Subject to written approval of the SHERIFF or their designee, the CITY may purchase

equipment deemed necessary to facilitate program implementation or operation. If the COUNTY does not accept ownership of the equipment, the purchase price and all ongoing costs will be the responsibility of the CITY. If the COUNTY accepts in writing, such equipment becomes the property of the COUNTY, and the CITY shall be credited the total cost for the equipment. Total cost shall mean a value agreed upon between COUNTY and CITY at the time the transfer is made.

The cost of any vehicles that are leased or rented for the benefit of the CITY, shall be the CITY's responsibility.

**G. Asset Ownership**

**1. Vehicles**

Vehicle ownership will be retained by the entity (CITY or COUNTY) that purchased the vehicle and is currently carrying ownership via the vehicle registration.

**2. Office Equipment**

Office equipment (desks, chairs, computers, etc.) ownership will be retained by the entity (CITY or COUNTY) that purchased the equipment and is currently carrying ownership on the entity's inventory.

**3. Safety Equipment**

Safety equipment (firearms, uniforms, leather gear, etc.) ownership will be retained by the COUNTY.

**4. Facilities**

CITY shall retain ownership of facilities that CITY constructed for the purpose of use as a Sheriff's station. SHERIFF's payment to CITY is a lease payment only.

**H. Memberships**

1. For each year that this Agreement is in effect, CITY agrees to maintain its membership in the Automated Regional Justice Information System Joint Powers Agency (ARJIS).
2. For each year that this Agreement is in effect, CITY agrees to maintain its membership

in the Regional Communications System (RCS).

3. For each year that this Agreement is in effect, CITY agrees to maintain its participation in the California Identification System Remote Access Network (CAL-ID).

## **I. Contract Administration**

### **1. County Representative**

COUNTY designates SHERIFF or their designee to represent COUNTY in all matters pertaining to the administration of the Agreement.

### **2. City Representatives**

CITY designates its City Manager or their designee to represent CITY in all matters pertaining to the administration of the Agreement.

### **3. Meetings between City and Sheriff**

The Sheriff or their designee shall be available to confer with the City Manager or their designee whenever feasible, practical, and not in conflict with mandated duties and responsibilities. The Sheriff and/or Undersheriff and the Assistant Sheriff will meet with the City Managers as a group twice each year to discuss the law enforcement contract. CITY and COUNTY shall provide full cooperation and assistance of its officers, agents, and employees to each other in the performance of this contract.

### **4. Implementation of New Programs**

The COUNTY will discuss the implementation of any new programs with the CITIES. The COUNTY will provide the justification and value to CITY for the program and estimates of the cost impact. Such programs, if resulting in additional costs to CITY will only be implemented after discussion with the CITY.

### **5. CLETAC**

CITY, along with other cities within San Diego County entering into contracts for law enforcement services similar to this Agreement ("CITIES") shall maintain a Contract

Law Enforcement Technical Advisory Committee (CLETAC). The Law Enforcement Services Bureau Assistant Sheriff, Law Enforcement Commanders and Sheriff's Contracts Manager shall meet with the committee on at least a semi-annual basis to review contract administration including contract interpretation, costs, and liability. Additional meetings can be scheduled at the request of either party.

**J. Audit and Inspection of Records**

COUNTY agrees that records generated under this agreement shall be made available to CITY to audit and examine. CITY agrees that any such audit will be arranged by contacting the Sheriff's Contracts Manager in writing at least ten (10) working days prior to the commencement of the audit and shall be conducted during normal working hours. CITY through its City Manager shall have access to reports and other documents pertaining to this Agreement including statistical reports on crime rates, traffic incidents and calls for service within CITY.

**K. Reporting Requirements**

CITY will receive monthly reports that provide information with respect to staffing, crime statistics, traffic statistics, programs, and patrol activities

**V. COST OF SERVICES/CONSIDERATION**

**A. General**

As full consideration for the satisfactory performance and completion by COUNTY through SHERIFF of the Law Enforcement Services set forth in this Agreement, CITY shall pay COUNTY for the services agreed to on the basis of invoices and submittals as set forth hereunder.

**B. Personnel Costs**

**1. Law Enforcement Services**

The cost of a Law Enforcement Services position includes amounts that compensate COUNTY for all absences due to compensatory time off, bereavement, family, injury,

military, sick leave, holidays, jury duty, leave without pay, related training, and vacation but does not provide coverage or include costs required to maintain coverage for Law Enforcement Services during such absences. If, however, there is an individual absence or vacancy of more than 60 calendar days, CITY is not required to compensate the COUNTY from the 61<sup>st</sup> day until the position is staffed/filled. In the event that a vacancy was created due to a promotion or competitive position, COUNTY is not required to credit CITY for such vacancy as these types of vacancies are considered to be a natural progression in SHERIFF personnel's career path.

**2. Additional Services**

CITY shall compensate COUNTY for Additional Services requested and approved by CITY in accordance with Section II.G, based upon the actual costs incurred by SHERIFF to provide those services.

**C. Cost Model Components**

**1. Cost Model Development**

A cost model including each station showing the direct, station support, space and overhead costs for both the CITY and COUNTY shall be developed.

**2. Direct Staff Costs**

CITY shall pay for direct staff, which includes:

- a) Deputies
- b) Detectives
- c) Sergeants
- d) Community Service Officers
- e) Vehicles
- f) Handheld Radios



**3. Station Support Staff Costs**

CITY shall pay for station support staff, which includes:

- a) Lieutenants
- b) Captains
- c) Administrative Secretary I & II
- d) Office Assistants
- e) Office Support Specialists
- f) Property & Evidence Specialists
- g) Sr. Office Assistants
- h) Stock Clerks

All Station Support costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, and community services officers in that station.

**4. Law Enforcement Direct Support Costs**

CITY shall pay for law enforcement support, which includes:

- a) Crime Prevention Coordination
- b) Criminal Intelligence Detail
- c) Traffic Coordinator
- d) Family Protection Detail
- e) Central Operations Detail
- f) Elder Abuse Unit
- g) Domestic Violence Unit
- h) Homicide
- i) Communications Center
- j) Sheriff's Analysis Group
- k) Video Analysis Unit

- l) Law Enforcement Command
- m) Sheriff Fleet Allocation
- n) IT Outsourcing Allocation
- o) Facilities Allocation (Actual per Station)

All Law Enforcement Direct Support costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, and community services officers in that station.

**5. Overhead (Indirect Costs)**

CITY shall pay for overhead (indirect costs), which includes:

- a) Budget & Revenue Management
- b) Financial Services
- c) Data Services
- d) Contracts Management
- e) Wireless Services Division
- f) Personnel
- g) Payroll
- h) External Costs- Cost Allocation Plan

All Overhead costs shall be allocated between the COUNTY and the CITY (or CITIES) occupying the station based on their number of deputies, detectives, sergeants, community services officers, and station support staff in that station.

**6. Overhead Allocation Date**

The staffing of each city on May 1<sup>st</sup> and any requested adjustments shall be used to allocate Station Support staff and apply Overhead, for contract year starting the following July 1<sup>st</sup>.

**7. Staff Added After May 1st**

For positions added after May 1<sup>st</sup>, the CITY will pay the direct cost of the added position, along with the current Fiscal Year Indirect Cost Rate Proposal (ICRP) applied to the Salaries and Benefits of the added position. The ICRP rate is developed by the Sheriff's Department each fiscal year. The methodology and rate are then approved by the County of San Diego's Auditor and Controller's office. If the start date of the newly added position is after the 1<sup>st</sup> of the month, the Salaries and Benefits will be pro-rated, and the ICRP will then be applied. The calculation for pro-rating the Salaries and Benefits of a position shall be the direct annual cost of the position multiplied by the number of days in the month since the position was added and then divided by 365 days.

**8. Positions Deleted After May 1<sup>st</sup>**

If a CITY deletes a position after May 1<sup>st</sup>, the City will be credited the pro-rated portion of the direct cost of the position, along with a credit for the Indirect Cost Rate Proposal (ICRP) applied to the Salaries and Benefits of the deleted position. The calculation for pro-rating the Salaries and Benefits of a position shall be the direct annual cost of the position multiplied by the number of days in the month since the position was deleted and then divided by 365 days.

**D. Costs**

**1. Basis for Year One Direct and Station Support Staff Costs**

The basis for year one Salaries and Benefits costs for Direct and Station Support Staff of this agreement is the cost of Direct Staff and Station Support Staff from year five of the previous contract (July 1, 2017 – June 30, 2022) with a 1% fixed price increase applied.

**2. Fixed Cost Increase for Years Two Through Five**

Cost increases for each CITY will be 1% in year two, 3.5% in year three,

3.5% in year four, and 3.5% in year five of this agreement. The cities will pay the applicable contract year's percentage increase regardless of the actual cost increase or decrease. Adjustments for any changes in the future contract year will be made after applying the fixed percentage increase.

**E. Liability**

**1. Agreement Years One, Two, Three, Four and Five**

The CITIES will pay a total of \$1,875,453 per year. This amount shall be allocated to each CITY based on the number of deputies, detectives, sergeants, community service officers, lieutenants, and captains assigned to the CITY.

**2. Reopener**

During year three of this agreement, either party may request a meeting to discuss liability costs. All changes require the consent of both parties.

**F. Rate of Compensation**

**1. First Year**

For the first year of this Agreement, CITY will compensate COUNTY for provision of the Law Enforcement Services in an amount equal to the fiscal year base amount set forth in Attachment B effective July 1, 2022. Included in this amount will be a liability cost as set forth in Section V.E. In addition to the charges for Law Enforcement Services, CITY will compensate COUNTY for Additional Services as set forth in Section V.B.2, above.

**2. Subsequent Years**

**a. Cost Detail**

By April 1<sup>st</sup> of each year, SHERIFF shall provide CITY with service costs for the upcoming fiscal year (July 1 through June 30). The cost

for services provided by SHERIFF shall be based upon the agreed fixed price increase for the respective agreement year, as defined in Section V.D.2 of this agreement. SHERIFF will provide CITY with a current Attachment A that reflects the new fiscal year service costs.

**b. Level of Service**

By May 1<sup>st</sup> of each year, CITY shall determine the level of Law Enforcement Services as defined in Section IV.B required within CITY for the upcoming fiscal year (July 1 through June 30).

SHERIFF will be responsible for setting minimum staffing levels for each CITY to ensure both deputy and public safety.

At a minimum, such service shall include the availability of one continuous twenty-four hour per day patrol unit and one continuously available eight and one-half hour, seven days a week, traffic unit.

**c. Updated Total Cost for Requested Level of Service**

By June 1<sup>st</sup> of each year, COUNTY shall prepare an updated Attachment B, based upon the level of service for the upcoming fiscal year (July 1 through June 30) and the total cost of such services as determined in accordance with Section V.C and V.D, above. Attachment B shall be effective July 1<sup>st</sup> and shall be made a part of this Agreement. CITY shall compensate COUNTY as set forth in Attachment B including any mid-year adjustments as defined in section V.G below, and shall also compensate COUNTY for Additional Services as set forth in Section V.B.2, above.

**d. Mandated Costs**

CITY shall pay all costs which are mandatory as of the effective date

of this agreement for any law enforcement agency to pay pursuant to state or federal statute or case law, if such costs are not included in the agreed-to costs stated in Attachment B. Further, CITY shall pay any mandatory costs that shall become operational during the term of this Agreement.

**G. Mid-Year Adjustments to Basic Services**

With 30 days advance notice, either party may propose amendments or modifications to this Agreement. Such changes, including any increase or decrease in the level of service, which are mutually agreed upon by and between COUNTY and CITY shall be effective when incorporated in a revised Attachment B and approved by both the COUNTY through the SHERIFF and CITY.

**H. Method of Payment, Proportional Payment, Credits**

**1. Monthly Invoices**

COUNTY shall invoice CITY monthly for services received (1/12 of annual costs). CITY, within 30 days from the date of the invoice, shall pay to the County Treasurer, through the SHERIFF at 9621 Ridgehaven Court, San Diego, CA 92123, for costs of the services agreed upon as reflected in Attachment B.

**2. Billing for Additional Services**

Additional Services that have been agreed to by the parties and provided by SHERIFF to CITY, shall be billed in addition to those listed above. CITY agrees to pay the actual cost of such services so requested.

**3. Credits**

**a. Vacancies and Absences**

SHERIFF will provide CITY a credit for any individual absence or vacancy extending beyond 60 calendar days, as outlined in section V.B.1 above. SHERIFF will deduct the amount of the credit from the total

amount billed on the CITY's monthly invoice.

**b. Towing Fees**

CITY shall be given credit for towing fees collected under California Vehicle Code section 22850.5. The monthly towing fees will be deducted from the CITY's monthly invoice.

**I. Booking Fees/Jail Access Fee**

Effective July 1, 2007, in lieu of charging CITY booking fees, COUNTY will receive an annual appropriation from the State. COUNTY may charge a "jail access fee" for certain low-level offenses (municipal code violations and misdemeanor violations except driving under the influence, domestic violence offenses, and enforcement of protective orders), for each booking in excess of CITY's three-year average of such bookings (recalculated annually). In the event that the State reduces its annual appropriation, COUNTY may reinstate booking fee in accordance with Government Code sections 29550-29552.

**J. Distribution of Fines and Forfeitures**

All personnel provided by SHERIFF in the performance of the services of this Agreement for CITY shall be COUNTY officers and employees, but shall be deemed officers and employees of CITY for the sole purpose of distributing fines and forfeitures pursuant to Penal Code section 1463.

**K. Forfeited Property and Assets**

Any property retrieved in CITY by SHERIFF'S personnel such as unclaimed stolen goods or revenue generated by the sale of such property by COUNTY shall be made available to CITY net of allowable expenses, at first option to retain for CITY purposes. Assets seized through the Asset Forfeiture process by SHERIFF's personnel within CITY as a result of self-initiated activities or calls for service shall be shared with CITY according to current Federal Asset Seizure

Guidelines.

**L. Availability of Funding**

All terms and conditions of this Agreement are subject to the continued appropriations and availability of funds for either party for the performance of the services stated herein.

**VI. DEFENSE AND INDEMNIFICATION**

**A. Indemnification Related to Workers' Compensation and Employment Issues**

COUNTY shall fully indemnify and hold harmless CITY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorney's fees and court costs or arbitration costs), costs, damages, or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY, or (2) any claim, demand, suit or other proceeding arising from or related to, or claimed to arise from or relate to, the status or employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is brought by an employee of COUNTY or any contract labor provider retained by COUNTY.

CITY shall fully indemnify and hold harmless COUNTY, its officers, employees and agents, from any claims, losses, fines, expenses (including attorney's fees and court costs or arbitration costs), costs, damages, or liabilities arising from or related to (1) any workers' compensation claim or demand or other workers compensation proceeding arising from or related to, or claimed to arise from or relate to, employment which is brought by an employee of CITY or any contract labor provider retained by CITY, or (2) any claim, demand, suit, or other proceeding arising from or related to, or claimed to arise from or relate to, the status of employment (including without limitation compensation, demotion, promotion, discipline, termination, hiring, work assignment, transfer, disability, leave or other such matters) which is



brought by an employee of CITY or any contract labor provider retained by CITY.

**B. Defense and Indemnity; Acts and Omissions**

**1. Claims, Actions or Proceedings Arising From Acts or Omissions of COUNTY**

COUNTY hereby agrees to defend and indemnify the CITY, its agents, officers, and employees, from any claim, action or proceeding against CITY, arising out of the acts or omissions of COUNTY in the performance of this Agreement, only where asserted CITY liability is based solely on all of the following three circumstances:

- (1) The incident giving rise to the claim or suit arose out of the CITY's contractual relationship with COUNTY under this Agreement;
- (2) The incident giving rise to the claim or suit is alleged to have occurred within the boundaries of CITY and there is no “dangerous condition” allegation against the CITY; and
- (3) The conduct alleged to be that of the CITY is, in fact, COUNTY conduct.

At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. CITY shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

**2. Claims, Actions or Proceedings Arising From Acts or Omission of CITY**

CITY hereby agrees to defend and indemnify the COUNTY, its agents, officers, and employees, from any claim, action or proceeding against COUNTY, arising out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CITY of any obligation imposed by this Agreement. COUNTY shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

**3. Claims, Actions or Proceedings Arising From Concurrent Acts or Omissions**

COUNTY hereby agrees to defend itself, and CITY hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and CITY. In such cases, COUNTY and CITY agree to retain their own

legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in section VI.B.5 below (referring to joint defense agreements and reimbursement and/or reallocation).

**4. Claims Investigation and Procedure for Determination of Duty to Defend and Indemnify**

If the COUNTY and/or CITY receive a claim or claims containing a description of circumstances, and/or are served with a complaint containing allegations, that the actions and/or omissions of the COUNTY and CITY in the performance of this Agreement contributed to the injuries and/or damages alleged in the complaint, the COUNTY shall look beyond the mere description of circumstances or allegations to determine whether CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, notwithstanding the allegations. The COUNTY, consistent with its long-standing practice, shall review the information in any COUNTY claims file, including investigative materials of the factual circumstances underlying the complaint's allegations and/or available law enforcement agency incident reports. If the COUNTY review determines that there are no facts supporting any viable theory of liability alleged in the complaint against the CITY, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in section VI.B.1 above. However, if as result of the COUNTY review, there appears to be a reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the injuries and/or damages alleged in the complaint, COUNTY shall, as soon as practicable contact the appropriate CITY representative to discuss COUNTY's findings. If, after the discussion with CITY representative, the COUNTY is convinced that CITY was not involved, the COUNTY shall defend and indemnify the CITY pursuant to the provisions in section VI.B.1, above. However, if there continues to appear to be a

reasonable basis for concluding that CITY acts, omissions or dangerous conditions of CITY property may have contributed to the plaintiff's injuries and/or damages alleged in the complaint, the COUNTY will notify CITY that the COUNTY, pursuant to the provisions of this Agreement, is not obligated to defend and indemnify CITY under section VI.B.4a, above. When the COUNTY defends a claims or suit pursuant to section VI.B.1, above, the CITY shall cooperate with COUNTY in the defense of the action of claim.

**5. Joint Defense**

Notwithstanding section VI.B.4 above, in cases where COUNTY and CITY agree in writing to a joint defense, COUNTY and CITY may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of CITY and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CITY. COUNTY and CITY agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: COUNTY and CITY further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CITY. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, COUNTY and CITY may seek reimbursement and/or reallocation of defense costs, judgements and awards, consistent with such comparative fault.

**VII. GENERAL PROVISIONS**

**A. Independent Contractor Status**

In the performance of services under this Agreement, COUNTY and their respective officers, agents and/or employees shall be deemed independent contractors and not officers, agents, or employees of CITY. All such personnel provided by COUNTY under this Agreement are under the direct and exclusive supervision, daily direction, and control of COUNTY and COUNTY assumes full responsibility for the actions of such personnel in the performance of

services hereunder.

CITY and COUNTY acknowledge and agree that CITY does not control the manner and means of performing the work of COUNTY's officers, agents, or employees who perform LawEnforcement Services, and that CITY does not have the right or authority to hire, discipline or terminate such officers, agents, or employees. COUNTY has no authority of any kind to bind CITY, and CITY has no authority to bind COUNTY and/or SHERIFF in any respect whatsoever, nor shall COUNTY or SHERIFF act or attempt to act or represent itself directly or by implication as an agent of CITY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY. CITY shall not act or attempt to act or represent itself directly or by implication as an agent of COUNTY, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of COUNTY.

**B. Notices**

Any notice, request, demand, or other communication required or permitted hereunder shall bein writing and may be personally delivered or given as of the date of mailing by depositing such notice in the United States mail, first-class postage prepaid and addressed as follows; or to such other place as each party may designate by subsequent written notice to each other:

To COUNTY and SHERIFF:

Sheriff's Contracts Manager  
PO Box 439062  
9621 Ridgehaven Ct  
San Diego, CA 92123

To: CITY

City Manager  
City of Lemon Grove  
3232 Main St.  
Lemon Grove, CA 91945

A notice shall be effective on the date of personal delivery if personally delivered before 5:00 p.m. on a business day or otherwise on the first business day following personal delivery; or

two (2) business days following the date the notice is postmarked, if mailed; or on the first business day following delivery to the applicable overnight courier, if sent by overnight courier for next business day delivery and otherwise when actually received.

**C. Time of the Essence**

Time is of the essence of this Agreement. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to business days, not to include COUNTY and CITY holidays.

**D. Amendments**

This Agreement may be modified or amended only by a written document signed by both COUNTY through SHERIFF and CITY. No oral understanding or agreement shall be binding on the parties. No party shall assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

**E. Entire Agreement**

This Agreement, including all Attachments hereto, constitute the complete and exclusive statement of agreement between COUNTY and CITY with respect to the subject matter hereof. As such, all prior written and oral understandings are superseded in total by this Agreement.

**F. Construction**

Each party has had the opportunity to participate in the review of this Agreement and this Agreement will be deemed to have been made and shall be construed, interpreted, governed, and enforced pursuant to and in accordance with the laws of the State of California. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand, or limit the terms of the Agreement and shall not be construed against any one party. Each of the Attachments to this Agreement are hereby incorporated into this Agreement by this reference.

**G. No Third-Party Beneficiaries**

This Agreement is intended solely for the benefit of the COUNTY and the CITY. Any benefit

to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding the performance of this Agreement. Any attempt to enforce provisions of this Agreement by third parties is specifically prohibited.

**H. Waiver**

A waiver by COUNTY of a breach of any of the covenants to be performed by CITY, or a waiver by CITY of a breach of any of the covenants to be performed by COUNTY, shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions, or conditions of this Agreement. In addition, the failure of either party to insist upon strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by COUNTY or CITY of either performance or payment shall not be considered a waiver of the other party's preceding breach of this Agreement.

**I. Authority to Enter Agreement**

COUNTY and CITY each has all requisite power and authority to conduct its respective business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

**J. Cooperation**

COUNTY through SHERIFF and CITY will cooperate in good faith to implement this Agreement.

**K. Counterparts**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**L. Severability**

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed upon by the parties, to

be in conflict with any law or regulation, then the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of this Agreement to either party is lost, then the Agreement may be terminated at the option of the affected party, with the notice as required in this Agreement. In all other cases, the remainder of this Agreement shall be severable and shall continue in full force and effect.

**M. Representation**

CITY's City Manager, or their designee, shall represent CITY in all discussions pertaining to this Agreement. Sheriff, or their designee, shall represent COUNTY in all discussions pertaining to this Agreement.

**N. Job Actions**

In the event of a work slowdown, strike, or any other form of job action by those individuals assigned to perform CITY Law Enforcement Services, COUNTY through SHERIFF agrees to provide only that minimal level of service agreed to by CITY and COUNTY, and CITY shall have no responsibility for the cost of SHERIFF's Law Enforcement Services personnel who withhold Law Enforcement Services to CITY under those circumstances.

**O. Dispute Resolution Concerning Services and Payment**

In the event of any dispute concerning services and payment arising from this Agreement, the Assistant Sheriff of the Law Enforcement Services Bureau and Sheriff's Contracts Manager, or their designees, and CITY's City Manager, or their designee, will meet and confer within ten (10) business days after receiving notice of the dispute in an attempt to resolve the dispute. In the event no agreement can be reached, the Sheriff, or their designee, and the CITY's City Manager, or their designee, shall meet to discuss resolution of said dispute.

**P. Obligation**

This AGREEMENT shall be binding upon the successors of the members of the City Council, the Mayor and the City Manager of CITY, and the members of the COUNTY Board of

Supervisors and the SHERIFF.

IN WITNESS WHEREOF, the CITY, by resolution duly adopted by its City Council on \_\_\_\_\_, 2022, has approved the execution of this contract by its City Manager, and the COUNTY, by order of its Board of Supervisors January 25, 2022 (2) has approved the execution of this contract on the \_\_\_ Day of \_\_\_\_\_, 2022.

CITY

COUNTY OF SAN DIEGO

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Clerk of the Board of Supervisors

Approved by City Council

Approved by Board of Supervisors

Action \_\_\_\_\_

Action \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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

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

Approved as to form and legality

Approved as to form and legality

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Date \_\_\_\_\_

ATTACHMENTS TO THIS AGREEMENT

- A: Services Cost
- B: City Costs
- C: Overhead Cost Detail
- D: Liability Fund History
- E: Standardized Equipment List