



City of Lemon Grove City Council Regular Meeting Agenda

Tuesday, July 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

Presentations(s):

City Council Recognize Robert "Bob" Bailey and Stephen Browne for serving on the Lemon Grove Planning Commission, Mayor Racquel Vasquez

San Diego Metropolitan Transit System (MTS) Update, Sharon Cooney, Chief Executive Officer

Building Electrification in Lemon Grove, Karl Aldinger, Sierra Club San Diego

Public Comment

Digitally submitted public comments received by the City Clerk at 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 Manager

Recommendation: Ratify Demands from June 21, 2022.

- 1.C City of Lemon Grove Payment Demands
Reference: Joseph Ware, Finance Manager
Recommendation: Ratify Demands from July 19, 2022.
- 1.D League of California Cities Voting Delegate and Alternate
Reference: Lydia Romero, City Manager
Recommendation: Adopt a resolution designating Mayor Racquel Vasquez as the City's voting delegate and Lydia Romero, City Manager as the alternate voting delegate for the 2022 League of California Cities Annual Business Meeting.
- 1.E Contract Extension with Southwest Traffic Signal Service, Inc.
Reference: Ed Walton, Contract City Engineer
Recommendation: Adopt a resolution approving a one-year contract extension with Southwest Traffic Signal Service, Inc. for Traffic Signal and Communications System Maintenance, Emergency Repairs, and Related Construction Services (Contract No. 2019-19).
- 1.F Professional Services Agreement with D-Max for Stormwater Program, Construction and Development
Reference: Bill Chopyk, Interim Community Development Manager
Recommendation: Adopt a resolution approving an agreement with D-Max Engineering, Inc. for stormwater program, construction and development support.
- 1.G Acceptance of FY 21 State Homeland Security Grant Program Urban Areas Security Initiative Funds (UASI)
Reference: Steve Swaney, Fire Chief
Recommendation: Adopt a resolution accepting FY 2021 State Homeland Security Grant Program (SHSGP) Urban Areas Security Initiative (UASI) funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with UASI requirements.
- 1.H Gubernatorial Election Tuesday, November 8, 2022
Reference: Audrey Malone, City Clerk
Recommendation: 1) Adopt a resolution calling and giving notice of the General Municipal Election on Tuesday, November 8, 2022, for two City Councilmember seats and determining tie vote by lot; 2) Adopt a resolution requesting consolidation of the General Municipal Election with the Gubernatorial Election and requesting services of the San Diego Registrar of Voters; and 3) Adopt a resolution establishing regulations for Candidate Statements.
- 1.I Local Agency Investment Fund Authorization
Reference: Joseph Ware, Finance Manager
Recommendation: Rescind Resolution 2020-3715 and adopt a resolution authorizing participation in the California Local Agency Investment Fund (LAIF) and designating the City Manager, Finance Manager, and Accounting Analyst to serve as authorized staff agents.

1.J Acceptance of Gary Sinise Foundation First Responders Outreach Grant Award

Reference: Steve Swaney, Fire Chief

Recommendation: Adopt a resolution accepting the Gary Sinise Foundation grant award and authorize the City Manager to execute agreements and/or grant documents as required in accordance with the granting agency.

Public Hearing:

2. Public Hearing to Consider an Appeal of the Planning Commission's Decision to Deny Planned Development Permit No. PDP-210-0001; A Request to Construct a 2,688 Square Foot Construction Warehouse at an Existing Vacant Lot Located at 3450 West Street in the General Commercial – Heavy Commercial (GC-HC) Zone

Reference: Takuma Easland, Assistant Planner

Recommendation: 1) Conduct the public hearing; 2) Receive Public Comment; and 3) Adopt a Resolution either approving or denying an appeal of the Planning Commission decision to deny Planned Development Permit PDP-210-0001 to construct a 2,688 Square Foot Construction Warehouse at an Existing Vacant Lot Located at 3450 West Street in the General Commercial –Heavy Commercial (GC-HC) Zone.

Report to Council:

3. Recreation Center on Open Saturdays - Pilot Program

Reference: Lydia Romero, City Manager

Recommendation: That the City Council discuss and direct staff on the Open Saturdays Pilot Program at the Recreation Center.

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

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, on or before the hour of 6:00 p.m. on July 19, 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 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. A full agenda is available for public review at City Hall.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A
Meeting Date: July 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**

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: July 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
Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands from June 21, 2022.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section | <input type="checkbox"/> 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: 06/21/22

ACH/AP Checks 05/31/22-06/08/22

309,461.92

Payroll - 05/31/22

124,401.70

Total Demands

433,863.62

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	May22	Wage Works	05/31/2022	FSA Reimbursement - May'22	5,380.61	5,380.61
ACH	Stmt 4/28/22	Home Depot Credit Services	06/02/2022	Home Depot Purchases - May'22	2,072.86	2,072.86
ACH	Jun22	Pers Health	06/02/2022	Pers Health Insurance - Jun'22	50,126.49	50,126.49
ACH	May22	Sedgwick Claims Management Services, Inc.	06/02/2022	CLG Workers Comp Claims - May'22	2,299.49	2,299.49
ACH	May31 22	Employment Development Department	06/02/2022	State Taxes 5/31/22	8,306.42	8,306.42
ACH	Refill 6/2/22	Pitney Bowes Global Financial Services LLC	06/03/2022	Postage Usage 6/2/22	250.00	250.00
ACH	455387	Aflac	06/03/2022	AFLAC Insurance 6/1/22	1,561.06	1,561.06
ACH	May18-May31 22	Calpers Supplemental Income 457 Plan	06/03/2022	457 Plan 5/18/22-5/31/22	6,487.67	6,487.67
ACH	4/23/2022 200013199 82127947 4/9/2022 4/2/2022 4/12/2022 4/19/2022 4/1/2022 3/30/2022 4/18/2022 4/1/2022 3/27/2022 4/7/2022 5/7/2022 4/4/2022 783770 9903296868 9904034871 9904034872 Fire-9904596479	Wells Fargo	06/06/2022	AT&T - Backup City Hall Internet- 4/23/22-5/22/22 CSMFO - CSMFO Webinar/Intro to Gov Acctg/Ware Corelogic - Realquest Graphics Package - Mar22 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 4/9/22-5/8/22 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 4/1/22-4/30/22 Cox - Calsense Modem Line: 2259 Washington 4/11/22-5/10/22 Cox - Phone/PW Yard/2873 Skyline- 4/19/22-5/18/22 Cox - Phone/City Hall 4/1/22-4/30/22 Cox - Internet/Comm Ctr- 3/30/22-4/29/22 Cox - Copy Room Fax Line- 4/18/22-5/17/22 Cox - MainPhone/Fire 4/1/22-4/30/22 Cox - City Hall Fire Alarm 3/27/22-4/26/22 Cox - PEG Circuit Svc- 4/7/22-5/6/22 Cox - PEG Circuit Svc- 5/7/22-6/6/22 Cox - Phone/Internet/Rec Ctr/3131 School Ln- 4/4/22-5/3/22 House of Automation - Maintenance/PW Yard Gate Repair Verizon - Modems - Cardiac Monitors - 3/4/22-4/3/22 Verizon - City Phone Charges- 3/13/22-4/12/22 Verizon - PW Tablets- 3/13/22-4/12/22 Verizon - MDC Engine Tablets- 3/21/22-4/20/22	85.60 75.00 300.00 80.39 26.75 26.75 211.34 804.48 110.39 4.24 479.41 92.10 160.70 160.70 338.75 443.64 42.12 183.50 141.36 351.92	4,119.14
ACH	May322	US Treasury	06/07/2022	Federal Taxes 5/31/22	26,730.03	26,730.03
ACH	13265468	LEAF	06/08/2022	Ricoh C3502 Copier System-PW Yard - May'22	138.27	138.27
15766	060122	American General Life Insurance Company	06/01/2022	Life Insurance	232.18	232.18
15767	01-6317846	AppleOne Employment Services	06/01/2022	Temp Replacement/Exec Asst 5/16/22-5/19/22	785.22	785.22
15768	4/13/2022	AT&T	06/01/2022	Phone Service 4/13/22-5/12/22	89.72	89.72
15769	7	CAL FIRE - State of CA - Dept of Forestry	06/01/2022	Training/Outdoor Aerial Public Display Fireworks/Watson 5/19/22	110.00	110.00
15770	1000329807	City of San Diego	06/01/2022	Chollas Creek TMDL - Cost Share FY21/22	30,365.85	30,365.85
15771	May22	Colonial Life	06/01/2022	Colonial Optional Insurance May-22	256.16	256.16
15772	0490871	Conway Shield	06/01/2022	Fire Inspector Shield	77.58	77.58
15773	Coover	Coover,Stephen	06/01/2022	Refund/Coover, Stephen/Deposit - Courtyard- 5/20/22	300.00	300.00
15774	0503229905 0517229905	Domestic Uniform Rental	06/01/2022	Shop Towels & Safety Mats 5/3/22 Shop Towels & Safety Mats 5/17/22	46.45 46.45	92.90
15775	Jun-22	Fidelity Security Life Insurance Company	06/01/2022	Vision Insurance -Jun22	266.64	266.64
15776	INV1022179 INV1022693	George Hills Company	06/01/2022	30% Subro Recovery Fee/GHC0038886 Legal Svcs - GHC0036727 Feb'22	3,000.00 377.00	3,377.00
15777	SIN017826 SIN017826	Hinderlitter De Llamas & Associates	06/01/2022	Sales Tax Audit Services - Qtr 4 2021 Contract Services - Qtr 2 2022	427.93 1,507.51	1,935.44
15778	5/31/22	ICMA	06/01/2022	ICMA Deferred Compensation Pay Period Ending 5/31/22	780.77	780.77

15779	217565	Liebert Cassidy Whitmore	06/01/2022	Prof Svcs: LE050-00001 thru 4/30/22	1,039.50	1,039.50
15780	1205215 1205682	Life-Assist, Inc.	06/01/2022	Nitrile Exam Gloves/Sensor Electrodes Nitrile Exam Gloves	2,199.39 366.35	2,565.74
15781	Reimb-5/17/22	Maxfield, Brad	06/01/2022	Reimb: Mileage/Confined Space RescueTech/Maxfield 5/9/22-5/13/22	89.62	89.62
15782	1800016111	MTS	06/01/2022	Plan Review Fees - Broadway/Main St	457.63	457.63
15783	7866	North County EVS, Inc.	06/01/2022	Service/Remove & Clean Center Console/Fire Veh	390.24	390.24
15784	75382563	Occupational Health Centers of CA, A Med Cor	06/01/2022	Medical Exam - 5/11/22	190.00	190.00
15785	3010364309	Parkhouse Tire Inc	06/01/2022	E210 4 Tires & Installation/Fleet Service	1,976.68	1,976.68
15786	Rescue Rooter	Rescue Rooter	06/01/2022	Refund/Rescue Rooter/Withdrew B22-0337/Sewer Permit	143.33	143.33
15787	4/23/2022 4/23/2022	SDG&E	06/01/2022	3500 1/2 Main- 4/23/22-5/23/22 3601 1/2 LGA-4/23/22-5/23/22	180.21 54.61	234.82
15788	Tello-Nunez	Tello-Nunez, Sharon	06/01/2022	Refund/Tello-Nunez, Sharon/Deposit - Courtyard- 5/14/22	300.00	300.00
15789	04/27/22	A&A Appliances and Air Conditioning Repair	06/08/2022	Refrigerator Repair - Fire Stn	285.94	285.94
15790	01-6229426 01-6275019 01-6324250	AppleOne Employment Services	06/08/2022	Temp Replacement/Exec Asst 2/28/22-3/4/22 Temp Replacement/Exec Asst 4/11/22-4/15/22 Temp Replacement/Exec Asst 5/23/22-5/27/22	409.68 887.64 614.52	1,911.84
15791	Fire- 18233952	AT&T	06/08/2022	Fire Backup Phone Line- 4/22/22-5/21/22	43.18	43.18
15792	Jun2022	Benefit Coordinators Corporation (BCC)	06/08/2022	Life Insurance - Jun'22 Life Insurance - Jun'22	518.40 601.87	1,120.27
15793	24324 24325 24326 24326 24412	City of La Mesa	06/08/2022	Overtime Reimbursement - Doig 4/22/22 Overtime Reimbursement - Provence 4/7/22 Overtime Reimbursement - Granger 5/12/22 Overtime Reimbursement - Lopez 5/2/22 FY21/22 Qtr 3 JPA Reconciliation- Jan-Mar 22	950.65 1,326.67 1,326.67 1,444.86 105,385.00	110,433.85
15794	1000330990	City of San Diego	06/08/2022	Fuel Services-PW: May'22	3,927.68	3,927.68
15795	22CTOFLGN11	County of San Diego- RCS	06/08/2022	800 MHZ Network - May'22	2,496.05	2,496.05
15796	7255	D- Max Engineering Inc	06/08/2022	8373 Broadway The Terraces SWQMP Plan Review 4/12/22-5/27/22	1,273.00	1,273.00
15797	06022220560	DAR Contractors	06/08/2022	Animal Disposal- May'22	162.00	162.00
15798	0531229905	Domestic Uniform Rental	06/08/2022	Shop Towels & Safety Mats 5/31/22	46.45	46.45
15799	28512	Excell Security, Inc.	06/08/2022	Community Center Security Guard - 5/20/22	245.00	245.00
15800	168032	Fire Etc	06/08/2022	Wildland Tactical Pants	339.41	339.41
15801	IN307786	Geotab USA, Inc.	06/08/2022	Monthly ProPlus Plan	197.50	197.50
15802	52693	Harris & Associates Inc.	06/08/2022	Sanitation Dist Financial Consulting Svcs 4/3/22-4/30/22	6,356.25	6,356.25
15803	Highland Smoke	Highland Smoke Shop	06/08/2022	Refund/Highland Smoke Shop/Duplicate 2022 TRL Fee	220.00	220.00
15804	69255	Horrocks Engineers Inc	06/08/2022	Prof Eng Svcs: FY19/20 Sewer Rehab Proj thru 4/30/22	280.50	280.50
15805	1750	Janazz, LLC SD	06/08/2022	IT Services- City Hall- May'22	2,500.00	2,500.00
15806	INV596167	LN Curtis & Sons	06/08/2022	G-Xtreme Jacket/Pants - GPS Globe Custom - Ratkovich	3,152.23	3,152.23
15807	INV40111	Logicopy	06/08/2022	Ricoh C3502 Copier Contract Charge -PW Yard-5/7/22-6/6/22	51.58	51.58
15808	5350765	Mallory Safety and Supply, LLC	06/08/2022	Nitrile Gloves	212.59	212.59
15809	0170230-IN	Municipal Maintenance Equipment Inc	06/08/2022	Replaced Hydraulic Fluid/Filter/Tested System - LGPW#24 Vac Con	1,928.22	1,928.22
15810	INV-000258 INV-000272	Municipal Sewer Tools	06/08/2022	8" Clamp - Sanitation Reflective Green 4' Carsonite Markers - Sanitation	251.91 146.28	398.19
15811	PSI-62525	NPR, Inc.	06/08/2022	Return of Expired Narcotics	255.00	255.00
15812	75519887 75519887 75519887 75519887	Occupational Health Centers of CA, A Med Cor	06/08/2022	Medical Exam - 5/25/22 Medical Exam - 5/27/22 Medical Exam - 5/31/22 Medical Exam - 5/31/22	41.00 41.00 41.00 41.00	164.00
15813	PD-51207	Plumbers Depot Inc	06/08/2022	Annual Service/Replace Hydraulic Cyl/Mount Water Meter - LGPW#32	4,485.33	4,485.33
15814	D101	Prestige Doors Inc	06/08/2022	Replaced Door Lock Set - Boys Restroom/Rec Ctr	760.00	760.00

15815	INV00052192	RapidScale Inc.	06/08/2022	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 5/31/22-6/29/22	4,340.78	4,340.78
15816	4/23/2022 3568860625/0622 4154920380/0622	SDG&E	06/08/2022	3225 Olive- 4/23/22-5/23/22 Electric Usage:St Light 5/1/22-5/31/22 Electric Usage:St Light 5/1/22-5/31/22	166.40 2,091.88 3,057.27	5,315.55
15817	508259	South Coast Emergency Vehicle Services	06/08/2022	Gauges for Engine - E310	586.10	586.10
15818	8066395389	Staples Advantage	06/08/2022	Office Supplies & Copy Paper - City Hall	817.37	817.37
15819	12865 13408	T-Man Traffic Supply	06/08/2022	Caution Signs - Streets No Parkng Signs - Streets	158.99 28.04	187.03
15820	73271322	Vulcan Materials Company	06/08/2022	Asphalt	190.69	190.69
15821	80898309	Waxie Sanitary Supply	06/08/2022	Janitorial Supplies	1,164.28	1,164.28
15822	0001540629-IN	WEX Health, Inc.	06/08/2022	COBRA - Monthly/May'22	85.00	85.00
					309,461.92	309,461.92



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C
Meeting Date: July 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
Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands from July 19, 2022.

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: 07/19/22

ACH/AP Checks 06/10/22-07/06/22

2,662,740.82

Payroll - 06/14/22

125,526.49

Payroll - 06/28/22

126,956.94

Total Demands

2,915,224.25

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	May22-CC May22-CC	Wells Fargo	06/10/2022	Credit Card Processing-Mo.Svc - May'22 Credit Card Transaction Fees- May'22	9.95 853.82	863.77
ACH	Refill 6/14/22	Pitney Bowes Global Financial Services LLC	06/15/2022	Postage Usage 6/14/22	250.00	250.00
ACH	Jun14 22	Employment Development Department	06/16/2022	State Taxes 6/14/22	7,677.50	7,677.50
ACH	Jun1-Jun14 22	Calpers Supplemental Income 457 Plan	06/17/2022	457 Plan 6/1/22-6/14/22	6,452.67	6,452.67
ACH	Feb22	San Diego County Sheriff's Department	06/21/2022	Law Enforcement Services - Feb'22	540,803.06	540,803.06
ACH	81346203	WEX Bank	06/21/2022	Fuel - Fire Dept/Animal Control - May'22	3,925.02	3,925.02
ACH	Jun14 22	US Treasury	06/21/2022	Federal Taxes 6/14/22	26,559.62	26,559.62
ACH	1000328264	City of San Diego	06/27/2022	Metro Sewer System FY22 - QTR 4 - 4/1/22-6/30/22	675,801.00	675,801.00
ACH	May18-Jun14 22	California Public Empl Retirement System	06/29/2022	Pers Retirement 5/18/22-6/14/22	62,059.41	62,059.41
ACH	Apr22	San Diego County Sheriff's Department	06/30/2022	Law Enforcement Services - Apr'22	546,276.93	546,276.93
ACH	814838	Aflac	06/30/2022	AFLAC Insurance 6/29/22	1,561.06	1,561.06
ACH	Jun28 22	Employment Development Department	06/30/2022	State Taxes 6/28/22	7,432.43	7,432.43
ACH	Jun28 22	US Treasury	06/30/2022	Federal Taxes 6/28/22	26,320.01	26,320.01
ACH	Jun22	Wage Works	06/30/2022	FSA Reimbursement - Jun'22	2,234.30	2,234.30
ACH	13376662	LEAF	07/01/2022	Ricoh C3502 Copier System-PW Yard - Jun'22	201.99	201.99
ACH	Stmt 6/28/22	Home Depot Credit Services	07/01/2022	Home Depot Purchases - Jun'22	2,313.97	2,313.97
ACH	Jun15-Jun28 22	Calpers Supplemental Income 457 Plan	07/01/2022	457 Plan 6/15/22-6/28/22	6,452.67	6,452.67
ACH	Jun22	Sedgwick Claims Management Services, Inc.	07/05/2022	CLG Workers Comp Claims - Jun'22	2,853.25	2,853.25
ACH	Jul22	Pers Health	07/05/2022	Pers Health Insurance - Jul'22	49,418.70	49,418.70
ACH	5/12/2022 5/1/2022 5/10/2022 5/19/2022 5/1/2022 4/29/2022 5/18/2022 5/1/2022 4/27/2022 5/4/2022 784117 3159 9905627896 9906373875 9906373876 CB 061222	Wells Fargo	07/05/2022	Cox - Calsense Modem Line: 2259 Washington 5/11/22-6/10/22 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 5/1/22-5/31/22 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 5/9/22-6/8/22 Cox - Phone/PW Yard/2873 Skyline- 5/19/22-6/18/22 Cox - Phone/City Hall 5/1/22-5/31/22 Cox - Internet/Comm Ctr- 4/30/22-5/29/22 Cox - Copy Room Fax Line- 5/18/22-6/17/22 Cox - MainPhone/Fire 5/1/22-5/31/22 Cox - City Hall Fire Alarm 4/27/22-5/26/22 Cox - Phone/Internet/Rec Ctr/3131 School Ln- 5/4/22-6/3/22 House of Automation - Maintenance/PW Yard Gate Liebert Cassidy Whitmore- Payroll Webinar/Carrasco 6/9/22 Verizon - Modems - Cardiac Monitors - 4/4/22-5/3/22 Verizon - City Phone Charges- 4/13/22-5/12/22 Verizon - PW Tablets- 4/13/22-5/12/22 Wells Fargo - Cash Back Award Stmt 6/12/22	26.75 26.75 80.39 211.34 804.48 110.39 4.20 479.41 91.79 339.07 396.55 75.00 42.12 182.59 151.36 -207.26	2,814.93
15823	Aztec	Aztec Lanes/Associated Students/SDSU	06/14/2022	LG Youth Day Camp Aztec Lanes Fieldtrip Passes 7/14/22	735.00	735.00
15824	14534 14826	Balestreri, Potocki & Holmes	06/14/2022	Legal Svcs: File 1019-224 - thru 3/31/22 Legal Svcs: File 1019-224 - thru 4/30/22	341.00 498.35	839.35
15825	320	CityPlace Planning, Inc.	06/14/2022	Prof Svcs: Density Bonus Ordinance/ADU Ordinance	862.50	862.50
15826	4296	Clothing International, Inc	06/14/2022	Day Camp T-Shirts/Recreation Staff & Campers	3,505.10	3,505.10
15827	305	Cramer, James	06/14/2022	Concerts in the Park/Barbwire 8/4/22	700.00	700.00
15828	7228	D- Max Engineering Inc	06/14/2022	1993 Dain Dr Inspections 4/1/22-4/30/22	277.02	277.02

15829	INV1022735	George Hills Company	06/14/2022	TPA Claims- Adjusting/Other Services - Apr'22	180.00	180.00
15830	6/14/22	ICMA	06/14/2022	ICMA Deferred Compensation Pay Period Ending 6/14/22	780.77	780.77
15831	202205 202205	Lemon Grove Car Wash, Inc.	06/14/2022	Oil Change/Car Wash - LGPW#31 '14 Ford Escape - 5/4/22 Car Wash - LGPW#14 '20 Ford Fusion - 5/2/22	63.70 19.99	83.69
15832	Leon	Leon, Claudia	06/14/2022	Refund/Leon, Claudia/Partial Deposit/MUP-220-0003	158.80	158.80
15833	217566	Liebert Cassidy Whitmore	06/14/2022	Prof Svcs: LE050-00009 thru 4/30/22	1,459.50	1,459.50
15834	071422	Manny Cepeda Orchestra	06/14/2022	Concerts in the Park/Manny Cepeda-Quintet Orchestra 7/14/22	600.00	600.00
15835	070722	Mariachi Real de San Diego	06/14/2022	Concerts in the Park/Mariachi Real de San Diego 7/7/22	900.00	900.00
15836	75592257 75592257	Occupational Health Centers of CA, A Med Cor	06/14/2022	Medical Exam - 6/6/22 Medical Exam - 6/6/22	41.00 41.00	82.00
15837	236628 237114	Richards, Watson & Gershon	06/14/2022	Legal Svcs: 12506-0003 thru 3/31/22 Legal Svcs: 12506-0003 thru 4/30/22	3,687.50 845.00	4,532.50
15838	19570A(3) 87827	Rick Engineering Company	06/14/2022	Prof Svc: FY21-22 Sewer Replacement & Maint Proj (2021-24) Apr22 Prof Svc: City Engineer 3/26/22-4/29/22	10,807.00 83,063.18	93,870.18
15839	SkyZone	Sky Zone San Diego	06/14/2022	LG Youth Day Camp Fieldtrip Passes 6/22/22	1,340.00	1,340.00
15840	584756	State of California- Department of Justice	06/14/2022	Fingerprint Apps - May'22	192.00	192.00
15841	101210	Tyson & Mendes, LLP	06/14/2022	Legal Svcs: GHC0019886- 2/9/22-4/30/22	12,915.35	12,915.35
15842	20797	Van Dermyden Makus	06/14/2022	Legal Svcs: Matter 02418 thru 4/30/22	6,437.04	6,437.04
15843	L1072895WF	American Messaging	06/22/2022	Pager Replacement Program 6/1/22-6/30/22	50.89	50.89
15844	5656968684 5656970932 5656977297 5656983818 5656986651	AutoZone, Inc.	06/22/2022	Battery Cables/Wrench/High Mileage Oil/Grease - PW Fleet Supply Fuel Treatment/Motor Oil/Starting Fluid/Cleaner -PW Fleet Supply Battery/Fuel Injector Hose - LGPW#23 '02 GMC Graffiti Truck Diesel Exhaust Fluid/High Mileage Motor Oil - Sani Air Filter/Coolant/Degreaser - PW Fleet Supply	99.28 82.45 139.78 90.04 47.46	459.01
15845	L1397 L1506	Aztec Landscaping Inc	06/22/2022	Landscape Mgmt Svc - Apr'22 Landscape Mgmt Svc - May'22	9,339.53 9,339.53	18,679.06
15846	5378350	Bearcom Group Inc.	06/22/2022	Portable Radios Monthly Contract 5/22/22-6/21/22	150.00	150.00
15847	1821	Bio1 LLC	06/22/2022	Prof Svcs: Site Cleanup 6/11/22	1,700.00	1,700.00
15848	283212-Mar22 283215-Mar22 283216-Mar22 283217-Mar22 283220-Mar22 283221-Mar22 283222-Mar22 283223-Mar22 283224-Mar22 283425-Mar22	Burke, William, & Sorensen, LLP	06/22/2022	08250-0001 General Mar'22 08250-0002 Code Enf Mar'22 08250-0004 Mar'22 08250-0008 Mar'22 08250-0010 Mar'22 08250-0012.001 Mar'22 08250-0012.002 Mar'22 08250-0011.003 Mar'22 08250-0011.004 Mar'22 08250-0011.002 Mar'22	16,234.80 398.40 33.20 52,473.09 66.40 1,029.20 99.60 717.10 348.60 915.00	72,315.39
15849	Reimb-6/5/22	Burkett, Terry	06/22/2022	Reimb-Crisis Intervention Course ICISF/Burkett 5/25/22-5/27/22	150.00	150.00
15850	0000016396 0000016400 0000016400 0000016400 0000016400 0000016400 0000016400 0000016400 0000016400 0000016400	City of El Cajon	06/22/2022	Overtime Reimbursement - Wrisley 5/4/22 Overtime Reimbursement - Groller 4/2/22 Overtime Reimbursement - Groller 4/3/22 Overtime Reimbursement - Groller 4/4/22 Overtime Reimbursement - Lopez 4/5/22 Overtime Reimbursement - Lopez 4/9/22 Overtime Reimbursement - Erickson 4/19/22 Overtime Reimbursement - Lopez 4/24/22 Overtime Reimbursement - Padilla 4/27/22 Overtime Reimbursement - Shaba 4/22/22	1,255.71 1,386.11 1,386.11 1,386.11 1,255.71 1,255.71 1,255.71 1,255.71 1,195.15 1,255.71	12,887.74
15851	1000330221	City of San Diego	06/22/2022	Contractual Agreement- 2 AEDs - 6/13/21-6/12/22	100.00	100.00
15852	3038 3047	Clark Telecom & Electric Inc.	06/22/2022	Street Light Repairs- Mar'22 Street Light Dig-Alert Markouts- Mar'22	1,646.37 395.51	2,041.88
15853	FY20-21 LG	County of San Diego- Dept of Public Works	06/22/2022	District Operations & Maintenance Charges FY2020-21	9,361.44	9,361.44
15854	202200419	County of San Diego/Assessor/Recorder/Clerk	06/22/2022	Recording Services- 5/24/22	20.00	20.00
15855	7264 7265 7266 7267 7268	D- Max Engineering Inc	06/22/2022	1993 Dain Dr Inspections 5/1/22-5/31/22 Noble St Inspections 5/1/22-5/31/22 7508 Church St Inspections 5/1/22-5/31/22 7946 Broadway Kelvin Inspections 5/1/22-5/31/22 8016 Broadway Inspections 5/1/22-5/31/22	195.44 538.16 177.35 352.75 204.35	3,532.61

	7269			Vista Azul Inspections 5/1/22-5/31/22		436.31	
	7292			D-Max Stormwater Prof Svcs 5/1/22-5/31/22		1,628.25	
15856	0614229905	Domestic Uniform Rental	06/22/2022	Shop Towels & Safety Mats 6/14/22		46.20	46.20
15857	2/14-17/22 4/11-14/22	EsGil, LLC	06/22/2022	75% Building Fees- 2/14/22-2/17/22 75% Building Fees- 4/11/22-4/14/22		50,046.36 28,937.44	78,983.80
15858	12236	FailSafe Testing	06/22/2022	Ground Ladder Testing 5/16/22		312.80	312.80
15859	7-776-35458	Federal Express	06/22/2022	Shipping Charge - Sanitation/CUES West 5/31/22		397.63	397.63
15860	165016 167801	Fire Etc	06/22/2022	Warrington Boots - Medina Wildland Tactical Pants - Hales/Burkett/Pepin/Govea/Ortiz/Brackney		501.04 1,697.06	2,198.10
15861	261561	GB Auto Service, Inc.	06/22/2022	Tires/Wheel Balance - LGPW#23 '02 GMC 2500		697.34	697.34
15862	53153	Harris & Associates Inc.	06/22/2022	Sanitation Dist Financial Consulting Svcs 5/1/22-5/28/22		8,643.75	8,643.75
15863	4/28/22-5/25/22	Helix Water District	06/22/2022	Water Svc -FH#313300 3232 Main St 4/28/22-5/25/22		268.80	268.80
15864	HS-5607-0018	Home Start, Inc.	06/22/2022	LG Homeless Outreach - May'22		3,706.56	3,706.56
15865	69815	Horrocks Engineers Inc	06/22/2022	Prof Eng Svcs: FY19/20 Sewer Rehab Proj thru 5/31/22		93.50	93.50
15866	10976	I.B. Trophies & Awards	06/22/2022	New Fire Name Badge - Perez		20.31	20.31
15867	151697 151696	Knott's Pest Control, Inc.	06/22/2022	Monthly Bait Stations- Civic Ctr - Jun'22 Monthly Bait Stations- Sheriff- Jun'22		60.00 60.00	120.00
15868	215781	Liebert Cassidy Whitmore	06/22/2022	Prof Svcs: LE050-00009 thru 03/31/22		1,881.00	1,881.00
15869	42054	LineGear Fire & Rescue Equipment	06/22/2022	First In Greater Alarm Gear Bag/First In Airmask Drawstring Bag		231.66	231.66
15870	INV40026 INV40026 INV40510	Logicopy	06/22/2022	Ricoh C3502 Copier Contract Charge -PW Yard-4/7/22-5/6/22 Ricoh C3502 Copier Contract Usage Charge -PW Yard-1/7/22-4/6/22 Ricoh C3502 Copier Contract Charge -PW Yard-6/7/22-7/6/22		51.58 3.01 51.58	106.17
15871	322	Metro Wastewater JPA	06/22/2022	CLG Share of Metro JPA 2021-22 Annual Budget		4,154.00	4,154.00
15872	W14543	Nixon-Egli Equipment Co.	06/22/2022	Electric Heat Box - Loader		697.62	697.62
15873	7802 7936	North County EVS, Inc.	06/22/2022	E10 Service Call/Opticom Repair E10 Service Call/Replace Transmission		125.00 19,228.71	19,353.71
15874	75667596	Occupational Health Centers of CA, A Med Cor	06/22/2022	Medical Exam - 6/8/22		41.00	41.00
15875	PD-50522	Plumbers Depot Inc	06/22/2022	Sewer Camera- Replace Lamp/Quad Seal/Drive Gear/Wiper Seals		1,078.48	1,078.48
15876	0088532 19570A(4) 88408	Rick Engineering Company	06/22/2022	Prof Svc: LG Housing Element Support - May'22 Prof Svc: FY21-22 Sewer Replacement & Maint Proj (2021-24) May22 Prof Svc: City Engineer 4/30/22-5/27/22		3,077.50 9,133.25 65,450.91	77,661.66
15877	70	RXR Plumbing, Inc.	06/22/2022	Plumbing Repair/3225 Olive St 6/8/22		525.00	525.00
15878	155120PS 155261PS 155391PS	SCA of CA, LLC	06/22/2022	Street Sweeping/Parking Lot/Power Washing/Bus Shelters - Mar'22 Street Sweeping/Parking Lot/Power Washing/Bus Shelters - Apr'22 Street Sweeping/Parking Lot/Power Washing/Bus Shelters - May'22		6,428.55 6,428.55 6,428.55	19,285.65
15879	May22	SDG&E	06/22/2022	Gas & Electric 4/23/22-5/23/22		25,453.95	25,453.95
15880	508425	South Coast Emergency Vehicle Services	06/22/2022	Replace Radiator/Replace Cab Pilot Assemblies - E10		19,701.62	19,701.62
15881	81653 81654 81655	Southwest Signal Service	06/22/2022	Traffic Signal Service Calls - May'22 Markout Reports - Underground Service Alert - May'22 Bi-Monthly Traffic Signal Maintenance - May'22		1,018.81 40.68 991.65	2,051.14
15882	121938888-0005 125794502-0001 126378873-0001	Sunbelt Rentals Inc.	06/22/2022	Rental - Post Shore - Sr Ctr Equipment Rental - Log Splitter Propane		127.97 85.68 21.01	234.66
15883	13504	T-Man Traffic Supply	06/22/2022	Sign Supplies - Streets		608.08	608.08
15884	420220392 520220391	Underground Service Alert/SC	06/22/2022	99 New Ticket Charges - Apr'22 77 New Ticket Charges - May'22		173.35 137.05	310.40
15885	CD-2021-052	Urban Futures Inc	06/22/2022	Continuing Disclosure Svc- 2014, 2019A, 2019B Bonds		5,250.00	5,250.00
15886	21179	Van Dermyden Makus	06/22/2022	Legal Svcs: Matter 02418 thru 5/31/22		7,763.22	7,763.22
15887	73277829 73292391 73299231 73301681 73306142	Vulcan Materials Company	06/22/2022	Asphalt Asphalt Asphalt Asphalt Asphalt/SS1H 4.5 Gallon Bucket		315.43 125.08 133.55 178.93 178.84	1,647.51

	73308474			Asphalt/SS1H 4.5 Gallon Bucket	242.59	
	73311298			Asphalt/SS1H 4.5 Gallon Bucket	240.39	
	73311299			Asphalt/SS1H 4.5 Gallon Bucket	232.70	
15888	11MR-XVMQ-WCHL 13QT-CC1N-4DKV	Amazon Capital Services, Inc.	06/29/2022	Arc Drafting Triangle/Stainless Steel Ruler/Professional Vellum Time Tracker Timer & Clock	69.96 49.19	119.15
15889	5/13/22-6/12/22	AT&T	06/29/2022	Phone Service 5/13/22-6/12/22	89.72	89.72
15890	14866	Balestreri, Potocki & Holmes	06/29/2022	Legal Svcs: File 1019-224 - thru 5/31/22	3,695.25	3,695.25
15891	285977-May22 285978-May22 285979-May22 285980-May22 285981-May22 285982-May22 285983-May22 285984-May22 285985-May22 285986-May22 285987-May22 285988-May22 286001-May22 286002-May22	Burke, William, & Sorensen, LLP	06/29/2022	08250-0001 General May'22 08250-0002 Code Enf May'22 08250-0003 May'22 08250-0004 May'22 08250-0005 May'22 08250-0009 May'22 08250-0010 May'22 08250-0012.001 May'22 08250-0011.002 May'22 08250-0002.004 May'22 08250-0011.004 May'22 08250-0011.005 May'22 08250-0008 May'22 08250-0011.003 May'22	9,146.60 33.20 282.20 49.80 199.20 332.00 249.00 415.00 797.90 215.80 2,025.20 232.40 43,443.88 2,831.92	60,254.10
15892	Caballero	Caballero, Dawna	06/29/2022	Refund/Caballeros, Dawna/Daycamp Fees/Kyce Campos/Wks 2-9	680.00	680.00
15893	2021.3692 2021.3694 2022.4145 2022.4292 2022.4293	Chen Ryan Associates Inc.	06/29/2022	Prof Svc: Connect Main St Ph 3 thru 10/30/21 Prof Svc: Connect Main St Ph 1-2 thru 10/30/21 Prof Svc: Connect Main St Ph 1-2 thru 4/2/22 Prof Svc: Connect Main St Ph 3 thru 4/30/22 Prof Svc: Connect Main St Ph 1-2 thru 5/28/22	2,960.50 1,553.00 5,821.50 1,730.00 1,535.00	13,600.00
15894	0000016460 0000016460 0000016460 0000016460	City of El Cajon	06/29/2022	Overtime Reimbursement - Cameron 6/10/22 Overtime Reimbursement - Groller 6/9/22 Overtime Reimbursement - Lopez 6/3/22 Overtime Reimbursement - Wisley 6/16/22	1,319.28 1,386.11 1,255.71 1,255.71	5,216.81
15895	24433 24437	City of La Mesa	06/29/2022	Overtime Reimbursement - Wright 5/15/22 Overtime Reimbursement - Runkle 6/9/22	1,263.21 1,557.10	2,820.31
15896	0493334	Conway Shield	06/29/2022	Shields - Medina/Govea	134.18	134.18
15897	7231 7271	D- Max Engineering Inc	06/29/2022	7508 Church St Inspections 4/1/22-4/30/22 Golden Doors Inspections 5/1/22-5/31/22	233.85 253.44	487.29
15898	28506	Excell Security, Inc.	06/29/2022	Courtyard Security Guard - 5/14/22	245.00	245.00
15899	169192 169367 169386 169422	Fire Etc	06/29/2022	Forestry Fire Shovels Streamlight Survivor LED Flashlights Workrite Dual Compliant Tactical Pants - Perez Thermal Camera Kit/Truck Charger	172.40 1,202.49 183.16 3,639.24	5,197.29
15900	6/28/22	ICMA	06/29/2022	ICMA Deferred Compensation Pay Period Ending 6/28/22	780.77	780.77
15901	219860 219861	Liebert Cassidy Whitmore	06/29/2022	Prof Svcs: LE050-00001 thru 5/31/22 Prof Svcs: LE050-00009 thru 5/31/22	57.00 370.50	427.50
15902	Jun 14 Jun 28 May 31	Southern CA Firefighters Benefit Trust	06/29/2022	LG Firefighters Benefit Trust 6/14/22 LG Firefighters Benefit Trust 6/28/22 LG Firefighters Benefit Trust 5/31/22	830.70 830.70 784.55	2,445.95
15903	5560	Spring Valley Lawn Mower Shop	06/29/2022	Oil Mix/Rakes - PW Streets	69.61	69.61
15904	FTB-00005000	State Controller	06/29/2022	FTB Charges- 2021 Offsets- 1/1/21-12/31/21	17.98	17.98
15905	20530	Van Dermeyden Makus	06/29/2022	Legal Svcs: Matter 02418 thru 3/31/22	692.07	692.07
15906	63022	The New Catillacs	06/30/2022	Concerts in the Park/The New Catillacs 6/30/22	850.00	850.00
15907	Jul-Dec 22	Adams Robert	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	915.18	915.18
15908	Jul-Dec 22	Anderson, Curtis	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15909	5394234	Bearcom Group Inc.	07/06/2022	Portable Radios Monthly Contract 6/22/22-7/21/22	150.00	150.00
15910	Jul-Dec 22	Brackmann, Bruce	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	915.18	915.18
15911	Jul 2022	California Dental Network Inc	07/06/2022	California Dental Insurance -Jul'22 Credit - Jan-Jun'22 Premium	183.98 -158.76	25.22
15912	Jul-Dec 22	Chamberlain, Dale	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15913	22CTOFLGN12	County of San Diego- RCS	07/06/2022	800 MHZ Network - Jun'22	2,529.85	2,529.85

15914	7254 7270 7286	D- Max Engineering Inc	07/06/2022	8290 Broadway SWQMP Review 5/1/22-5/27/22 8373 Broadway The Terraces Inspection 5/1/22-5/31/22 8373 Broadway The Terraces SWQMP Review 5/28/22-6/16/22	603.00 394.31 670.00	1,667.31
15915	Jul-Dec 22	Davison, William	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15916	590318	DRI Consulting	07/06/2022	Team Building Session/City Council - thru Apr'22	8,506.21	8,506.21
15917	Jul-22	Fidelity Security Life Insurance Company	07/06/2022	Vision Insurance -Jul22	266.64	266.64
15918	2461	G & G Backflow Plumbing Service	07/06/2022	Replaced Stolen Backflow - LG Park	3,327.92	3,327.92
15919	IN310584	Geotab USA, Inc.	07/06/2022	Monthly ProPlus Plan	197.50	197.50
15920	Jul-Dec 22	Harper, Raymond	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	915.18	915.18
15921	74022001	Hawthorne Machinery Co	07/06/2022	Excavation Bucket	200.00	200.00
15922	00111581	Hudson Safe-T- Lite Rentals	07/06/2022	Replacement Bus Shelter Signs	292.28	292.28
15923	14860 14862 14863	Infrastructure Engineering Corporation	07/06/2022	Prof Svc: 1993 Dain Dr 5/1/22-5/31/22 Prof Svc: Vista Azul 5/1/22-5/31/22 Prof Svc: 8373 Broadway 5/1/22-5/31/22	148.00 148.00 453.00	749.00
15924	22-57-1	Ink Electric, Inc.	07/06/2022	Air Compressor Circuit/Lemon Grove Fire Station #10	2,750.00	2,750.00
15925	151986 151998	Knott's Pest Control, Inc.	07/06/2022	On Call Pest Control - Lemon Grove Park - Jun'22 On Call Pest Control - Berry St Park - Jun'22	300.00 300.00	600.00
15926	KuubixGlobal	Kuubix Energy Inc.	07/06/2022	Refund/Kuubix/Cancelled Solar Permit B22-0182	323.28	323.28
15927	Jul-Dec 22	Laff, Timothy	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15928	Jul-Dec 22	Maciejewski, Frank	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15929	Jul-Dec 22	Marcon, Romeo	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15930	Jul-Dec 22	McBride, Thomas	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15931	4926-AR12584	Metropolitan Transportation Commission	07/06/2022	Street Saver Subscription 8/31/22-8/31/23	2,000.00	2,000.00
15932	Jul-Dec 22	Ott, Manie	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	915.18	915.18
15933	Jul-Dec 22	Ott, Mike	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	915.18	915.18
15934	192420	Penske Ford	07/06/2022	LGPW#07 '14 Ford F550- Replace Battery/Air Filter/Oil Change	839.47	839.47
15935	23400019	Public Risk Innovation Solutions & Management	07/06/2022	Employee Assistance Program - Jul-Sep 22	298.41	298.41
15936	2022-203	Quality Code Publishing LLC	07/06/2022	Internet Website Updating-LG Municipal Code 7/1/22-12/31/22	240.00	240.00
15937	INV00053885	RapidScale Inc.	07/06/2022	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 6/30/22-7/30/22	4,325.78	4,325.78
15938	32623332	RCP Block & Brick, Inc.	07/06/2022	Fast Setting Concrete Mix	48.37	48.37
15939	Jul-Dec 22	Schmidtman, Warren	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15940	5/24/2022 5/24/2022 5/24/2022	SDG&E	07/06/2022	3225 Olive- 5/24/22-6/22/22 3500 1/2 Main- 5/24/22-6/22/22 3601 1/2 LGA-5/24/22-6/22/22	201.56 182.42 47.96	431.94
15941	120391645-001 120391645-001	SiteOne Landscape Supply, LLC	07/06/2022	E-Z Reachers/Marking Paint Herbicide/Speedzone	160.73 68.84	229.57
15942	Jul-Dec 22	Smith, Timothy	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15943	126819377-0001	Sunbelt Rentals Inc.	07/06/2022	Propane	28.30	28.30
15944	13579 13590 13605	T-Man Traffic Supply	07/06/2022	Barricades/Traffic Cones/Street Stencils - Streets Striping/4 Way Stop Washington & Palm Paint Supplies/4 Way Stop Washington & Palm	3,363.79 70.80 715.69	4,150.28
15945	Jul-Dec 22	Taff, Jon	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	1,200.00	1,200.00
15946	80988351	Waxie Sanitary Supply	07/06/2022	Janitorial Supplies	4,742.93	4,742.93
15947	Jul-Dec 22	Wright, Nancy	07/06/2022	Retiree Health Benefit - Jul'22-Dec'22	915.18	915.18
15948	97083	Zumar Industries, Inc.	07/06/2022	Signage - 4 Way Stop Washington & Palm	810.07	810.07
					2,662,740.82	2,662,740.82



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.D
Meeting Date: July 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
Item Title: **Designation of Voting Delegate to the 2022 League of California Cities Annual Conference**

Recommended Action: Adopt a resolution (**Attachment A**) designating Mayor Racquel Vasquez as the City's voting delegate and Lydia Romero, City Manager as the alternate voting delegate for the 2022 League of California Cities Annual Business Meeting.

Background and Discussion: The League of California Cities is holding its 2022 Annual Conference in Long Beach, California. At the Conference, the League of California Cities (League) holds its annual business meetings to vote on resolutions that establish League Policy. To be eligible to vote, each Member City must designate a voting delegate to represent the City at the Annual Business Meeting. A voting delegate must be designated by City Council action, the attached resolution is said action. To participate, the voting delegate must be registered to attend the conference.

Councilmember Jennifer Mendoza and Mayor Racquel Vasquez and are the current appointed City representatives to the League of California Cities, serving as the primary and alternate representative. Mayor Vasquez is attending the Annual Conference along with City Manager Romero, staff is recommending that the City Council designate Mayor Racquel Vasquez as the primary voting delegate and Lydia Romero, City Manager as the alternate voting delegate, to ensure Lemon Grove is represented at the League's Annual Meeting

Environmental Review:

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

Fiscal Impact: Cost to attend the Conference is currently budgeted in the City Council’s travel and training line item.

Public Notification: None

Staff Recommendation: Adopt a resolution (**Attachment A**) designating Mayor Racquel Vasquez as the City’s voting delegate and Lydia Romero, City Manager as the alternate voting delegate for the 2022 League of California Cities Annual Business Meeting.

Attachments:
Attachment A – Resolution

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA DESIGNATING MAYOR RACQUEL VASQUEZ AS THE CITY OF LEMON GROVE'S VOTING DELEGATE AND DESIGNATING LYDIA ROMERO, CITY MANAGER AS THE ALTERNATE VOTING DELEGATE FOR THE 2022 LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING

WHEREAS, the League of California Cities is holding its 2022 Annual Conference in Long Beach, California from September 7TH through 9TH ; and

WHEREAS, the League of California Cities holds its Annual Business Meeting at the Annual Conference to establish League Policy; and

WHEREAS, in order to vote at the Annual Business Meeting, each Member City must be in good standing and must appoint a voting delegate; and

WHEREAS, Councilmember Jennifer Mendoza is the current primary appointee to the League of California Cities, San Diego Division Executive Committee; and

WHEREAS, Mayor Vasquez is the current alternate appointee to the League of California Cities, San Diego Division Executive Committee; and

WHEREAS, Mayor Vasquez is attending the Annual Conference along with City Manager Romero, thus staff is recommending that the City Council designate Mayor Racquel Vasquez as the primary voting delegate and Lydia Romero, City Manager as the alternate voting delegate, to ensure Lemon Grove is represented at the League's Annual Meeting

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby appoints Mayor Vasquez as the City of Lemon Grove's Voting Delegate for the League of California Cities Annual Business Meeting; and

FURTHER, BE IT RESOLVED, that the City Council of the City of Lemon Grove, California hereby appoints Lydia Romero, City Manager as the City of Lemon Grove's alternate Voting Delegate for the League of California Cities Annual Business Meeting.

PASSED AND ADOPTED on July 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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E
Meeting Date: July 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
Item Title: **Contract Extension with Southwest Traffic Signal Service, Inc.**

Recommended Action: Adopt a resolution (**Attachment A**) approving a one-year contract extension with Southwest Traffic Signal Service, Inc. for Traffic Signal and Communications System Maintenance, Emergency Repairs, and Related Construction Services (Contract No. 2019-19).

Summary: The City awarded a contract to Southwest Traffic Signal Service, Inc. for traffic signal and communications system, maintenance, emergency repairs, and related construction services. Based on the positive work experience over the past twelve months, it is recommended that Southwest Traffic Signal Service, Inc., be granted a one-year extension for FY 2022-23 with a 5% increase in the contract amount to adjust for inflation.

Discussion: The City participated in a four City consortium with El Cajon, La Mesa and Santee to advertise the need for traffic signal maintenance, emergency repairs, and related construction services. Advertisements for traffic signal maintenance, emergency repairs, and related construction services were advertised by the City of El Cajon, the lead agency on February 21, 2019. The City of El Cajon received three (3) bids on the bid opening date of March 21, 2019 and Southwest Traffic Signal Service, Inc. was found to be the lowest responsive and responsible bidder.

On May 21, 2019, the City Council awarded a contract to Southwest Traffic Signal Service, Inc. for FY 2019-20. Included in the contract was an option to renew the contract for up to four (4), one (1) year terms with satisfactory performance. Based on their past performance, they were granted a contract extension for FY 2020-21 and FY 2021-22.

Southwest Traffic Signal Service, Inc. has provided satisfactory performance during the past fiscal year, which warrants a one year contract extension through FY 2022-23. Both the City and Southwest Traffic Signal Service, Inc. have agreed to a 5% increase in the contract to adjust for inflation; this increase is below the Consumer Price Index for the San Diego area.

Environmental Review:

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

Fiscal Impact: The City of Lemon Grove’s portion of the four City contractual work, excluding emergency or related construction work, is estimated to equal \$45,821.44 in FY 2022-23. Funds were budgeted in Fund 14.

Public Notification: None.

Staff Recommendation: That the City Council adopts a resolution (**Attachment A**) approving a one-year contract extension with Southwest Traffic Signal Service, Inc. for Traffic Signal and Communications System Maintenance, Emergency Repairs, and Related Construction Services Contract No. (2019-19).

Attachments:
Attachment A – Resolution

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, APPROVING A ONE-YEAR CONTRACT EXTENSION WITH SOUTHWEST SIGNAL SERVICES FOR TRAFFIC SIGNAL AND COMMUNICATIONS SYSTEM MAINTENANCE, EMERGENCY REPAIRS, AND RELATED CONSTRUCTION SERVICES CONTRACT NO. (2019-19)

WHEREAS, the cities of El Cajon, La Mesa, Lemon Grove, and Santee jointly solicited bids for a Traffic Signal and Communication System Maintenance, Emergency Repairs, and Related Construction Services contract; and

WHEREAS, three bids were received for the Traffic Signal and Communication System Maintenance, Emergency Repairs, and Related Construction Services Contract (Contract No. 2019-19); and

WHEREAS, said bids were opened on March 21, 2019 and the responsive and responsible low bidder was Southwest Traffic Signal Services, Inc.; and

WHEREAS, the term of the contract begins in Fiscal Year 2019-2020 with four (4) additional one year options subject to City Council approval through Fiscal Year 2023-2024; and

WHEREAS, the City Council finds it in the public interest that a one year extension to the contract for said services be awarded through Fiscal Year 2022-2023.

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

1. Awards a contract in the base annual amount of forty-five thousand eight hundred twenty one dollars and forty four cents (\$45,821.44) to Southwest Traffic Signal Service, Inc.,
2. Sets a \$20,000 annual contingency relating to any emergency repairs and construction services, and
3. Authorizes the City Manager or her designee to execute said contract documents.

PASSED AND ADOPTED on July 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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.F

Meeting Date: July 19, 2022

Submitted to: Honorable Mayor and Members of the City Council

Department: Community Development

Staff Contact: Bill Chopyk, Interim Community Development Manager
bchopyk@lemongrove.ca.gov

Item Title: **Professional Services Agreement for Stormwater Program, Construction and Development Support**

Recommended Action: Adopt a resolution (**Attachment A**) approving an agreement with D-Max Engineering, Inc. for stormwater program, construction and development support.

Summary: The Regional Water Quality Control Board (RWQCB) through its Stormwater Municipal Permit requires the City to complete a number of tasks described in the Jurisdictional Runoff Management Plan (JRMP) annually. These tasks include outfall monitoring, industrial, commercial and municipal field inspections, and structural best management practices maintenance verification and inspections. In addition to the JRMP, the City is required to implement its section of the San Diego Bay Watershed Water Quality Improvement Plan (WQIP). It is recommended that the City Council adopt a resolution (**Attachment A**) approving an agreement for stormwater program, construction and development support with D-Max Engineering, Inc. for three years expiring June 30, 2025, with two additional one-year extensions, based on the proposal from D-Max Engineering, Inc. (**Attachment B**).

Discussion: The City has contracted with D-Max Engineering, Inc. (D-Max) in previous years to assist the City in meeting the requirements of the State's Municipal Stormwater Permit in addition to construction and development support. On June 18, 2019, the City Council approved an agreement and scope of services with D-Max Engineering, Inc. In conjunction with a review of the terms of the agreement, staff identified a discrepancy

between the termination date of the agreement, which indicates June 30, 2020, and the termination date of the scope of services, which indicates a five-year term to 2024. In order to correct this discrepancy, the City Council adopted Resolution No. 2021-3812 on May 18, 2021 approving a two-year agreement covering the period from July 1, 2020 to June 30, 2022.

D-Max Engineering, Inc. has worked with the City for over twenty years and has extensive institutional knowledge of local businesses, the City’s drainage system, past development and construction projects, past interactions with regulatory agencies, and internal City procedures as they relate to stormwater requirements. D-Max also prepared the City’s JRMP and WQIP, and is the coordinator of the San Diego Bay Watershed WQIP group. This knowledge helps D-Max complete work more efficiently and helps reduce City staff time that needs to be devoted to meeting stormwater requirements. D-Max is the single firm in San Diego County able to provide the needed professional services with experience and knowledge of the San Diego region and the City of Lemon Grove.

The proposed agreement is based on the proposal from D-Max with an estimate of annual costs \$124,400 for FY 22/23, \$144,132 for FY 23/24, and \$128,132 for FY 24/25. In comparison, last year’s contract was for a not-to-exceed amount of \$120,000 for FY 21/22. Funds are allocated next fiscal year within Fund 26 - Storm Water Program, which receives its funding from business license fees, building permit fees, development review deposits, and the General Fund all of which approximately \$50,000 are recoverable. City staff recommends that the City Council adopt a resolution approving this agreement for professional services.

Environmental Review:

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

Fiscal Impact: The cost of the three-year contract ranges from \$124,400 to \$143,132 annually. Last year’s cost for stormwater services with D-Max Engineering, Inc. was \$120,000. Funding is budgeted in the FY 22/23 budget, Fund 26 – Storm Water Program which receives funding from business license fees, building permit fees, development review deposits, and the General Fund all of which approximately \$50,000 are recoverable.

Public Notification: None.

Staff Recommendation: Adopt a resolution (**Attachment A**) approving an agreement for stormwater program, construction and development support with D-Max Engineering, Inc.

Attachments:

Attachment A – Council Resolution

Attachment B – Proposal from D-Max Engineering, Inc.

RESOLUTION NO. 2022-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA APPROVING AN AGREEMENT FOR PROFESSIONAL
SERVICES WITH D-MAX ENGINEERING, INC. FOR STORMWATER
SUPPORT SERVICES**

WHEREAS, the Regional Water Quality Control Board (RWQCB) adopted Order No. R9-2013-0001 (Permit) replacing the previously issued stormwater permit Order No. R9-2007-0001; and

WHEREAS, the Permit required the City to develop a Jurisdictional Runoff Management Program (JRMP) no later than June 27, 2015, which the City completed; and

WHEREAS, the City is required to conduct outfall monitoring, industrial, commercial and municipal inspections, and structural best management practices verification and inspections within Fiscal Year 2021-22; and

WHEREAS, the City is also required to implement the San Diego Bay Watershed Water Quality Improvement Plan (WQIP); and

WHEREAS, the City has previously contracted with D-Max Engineering, Inc. (D -Max) to provide the aforementioned support; and

WHEREAS, D-Max has worked with the City for over twenty years and has extensive institutional knowledge of local businesses, the City's drainage system, past development and construction projects, past interactions with regulatory agencies, and internal City procedures as they relate to stormwater requirements; and

WHEREAS, D-Max prepared the City's JRMP and WQIP, and is the coordinator of the San Diego Bay Watershed WQIP group; and

WHEREAS, the experience and knowledge of D-Max allows work to be completed efficiently and helps reduce City staff time that needs to be devoted to meeting stormwater requirements; and

WHEREAS, D-Max is the single firm in San Diego County able to provide the needed professional services with experience and knowledge of the San Diego region and the City of Lemon Grove; and

WHEREAS, the City has requested a proposal from D-Max (Exhibit A) for stormwater services agreement to continue contracting with D-Max to meet the permit requirements through June 30, 2025 and provide additional construction and development support; and

WHEREAS, funds have been allocated within Fund 26 - Storm Water Program, which receives its funding from business license fees, building permit fees, development review deposits and General Fund, to support the expense to provide said services by D-Max with a not to exceed amount of \$120,000.

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

1. Approves an Agreement with D-Max (Exhibit 1) for professional services for stormwater support services; and
2. Authorizes the City Manager or her designee to execute said agreement, and continue stormwater services for the proposed additional two one-year extensions beyond the initial term if all requirements are met pursuant to the Agreement.

PASSED AND ADOPTED on July 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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

Exhibit 1
AGREEMENT FOR
PROFESSIONAL STORMWATER SUPPORT SERVICES

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the “CITY”), and D-Max Engineering, Inc., a water and environmental sciences firm (the “CONSULTANT”).

R E C I T A L S

WHEREAS, the CITY desires to employ a CONSULTANT to provide professional stormwater services support for the CITY.

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

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein. The CONSULTANT represents that all services required hereunder will be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.
2. **SCOPE OF SERVICES.** The CONSULTANT will perform services set forth in Exhibit A. The CONSULTANT can expect to perform outfall monitoring, existing development inspections, enforcement support and annual reporting, structural best management practices maintenance verification and inspections. As-needed stormwater compliance tasks, technical review of stormwater plans and reports and construction phase inspections.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on CITY personnel for such services, except as authorized in advance by the CITY. The CONSULTANT shall participate in meetings if required by a task order to keep staff advised of the progress on the project.

The CITY may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this Agreement per project. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

3. **PROJECT COORDINATION AND SUPERVISION.** The Community Development Manager is hereby designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Manager to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Arsalan Dadkhah, Ph. D., PE is hereby

*Stormwater Program, Construction and
Development Support*

July 19, 2022

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designated as the Project Manager for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and reimbursable expenses, if any. The total cost for all work described within Exhibit A shall not exceed ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00) without prior written authorization from the CITY for twelve months of service. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit A as determined by the CITY.

On an annual basis, the CONSULTANT may request an increase in the schedule of fees of no more than the increase in the Consumer Price Index for the previous one year period.

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

5. **LENGTH OF AGREEMENT.** This Agreement will last through June 30, 2025 from the executed date of the Agreement or until all work has been completed by the CONSULTANT and accepted by the CITY, whichever occurs first. The City Manager, or her designee, may extend the contract for stormwater services for two additional one-year extensions beyond June 30, 2025, up to June 30, 2027.
6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

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

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

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the

CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

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

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

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees except as herein set forth, and the CONSULTANT expressly agrees not to represent that the CONSULTANT or the CONSULTANT's officers, agents, or employees are in any manner officers, agents, or employees of the CITY. It is understood that the CONSULTANT, its officers, agents, and employees are as to the CITY wholly independent consultants and that the CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement.
9. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONSULTANT, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.
10. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.
11. **STANDARD OF CARE.** The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT's trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special

precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

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

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

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

13. CONFIDENTIAL INFORMATION. The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party; or (v) is disclosed according to law or court order.

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

CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.

- 14. INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent of the law CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its elected officials, officers, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this Agreement. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONSULTANT expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

To the extent there is an obligation to indemnify under this Section 14, CONSULTANT shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT's negligence, recklessness, or willful misconduct.

- 15. WORKERS' COMPENSATION.** The CONSULTANT shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its elected officials, officers, agents, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorneys' fees and defense costs presented, brought or recovered against the CITY or its elected officials, officers, agents, and employees for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement.
- 16. INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subcontractors, when applicable, to purchase and maintain throughout the term of this Agreement, the following insurance policies:

- A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

- C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.
- D. Workers' compensation insurance covering all of CONSULTANT's employees in accordance with statutory requirements.
- E. The aforesaid policies shall constitute primary insurance as to the CITY, its elected officials, officers, agents, and employees so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.
- F. Said policies, except for the professional liability and workers' compensation policies, shall name the CITY and its elected officials, officers, agents, and employees as additional insureds.
- G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.
- H. Any aggregate insurance limits must apply solely to this Agreement.
- I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.
- J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

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

18. MEDIATION/ARBITRATION. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principals, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

19. TERMINATION. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon thirty (30) days written notice to the CONSULTANT. During said 30-day period the CONSULTANT shall perform all services in accordance with this Agreement. The CONSULTANT may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the CITY of its obligations under this Agreement including but not limited to payment of invoices. Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.

This Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement that is not cured to the CITY's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.

In the event of termination, all finished or unfinished Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written materials shall vest in the CITY all rights set forth in Section 6.

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

To the CITY:
Michael Fellows
Community Development Manager
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945

To the CONSULTANT:
Arsalan Dadkhah, Ph. D., PE
D-Max Engineering, Inc.
7220 Trade Street Suite 119
San Diego, CA 92121

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

21. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interests conflict in any way with those of the CITY OF LEMON GROVE. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the CITY OF LEMON GROVE Conflict of Interest Code. Specifically, the CONSULTANT shall:

1. Go to www.fppc.ca.gov
2. Download the Form 700: Statement of Economic Interests
3. Completely fill out the form
4. Submit the form to the Public Works Department with the signed Agreement.

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

22. MISCELLANEOUS PROVISIONS.

- A. Computation of Time Periods. If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.
- B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- C. Captions. Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- D. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

- E. Exhibits and Schedules. The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.
- F. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- G. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- H. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Entire Agreement. This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- J. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- K. Construction. The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party’s counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

CITY OF LEMON GROVE

D-MAX ENGINEERING, INC.

Lydia Romero, City Manager

Arsalan Dadkhah, President

Date

Date

APPROVED AS TO FORM:

Kristen Steinke, City Attorney

Date

Exhibit A

July 7, 2022

Mr. Bill Chopyk
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

Re: Proposal for Storm Water Program, Construction, and Development Support for City of Lemon Grove, California

Dear Mr. Chopyk:

D-MAX Engineering, Inc. is pleased to submit this proposal to assist the City of Lemon Grove (City) with storm water program, construction, and development tasks required by San Diego Regional Water Quality Control Board (Regional Board) Order No. R9-2013-0001 as amended by Order Nos. R9-2015-0001 and R9-2015-0100 (Municipal Permit) for fiscal year 2022-2023, and for two options years for FY 23-24 and 24-25. All work will be completed in accordance with the City's Jurisdictional Runoff Management Program (JRMP); Municipal Permit, and the City's grading, storm water, and post-construction BMP ordinances.

Scope of Services

The annual scopes of services for the major groups of tasks to be completed are described below.

Task A. MS4 Outfall Monitoring

Dry Weather Major MS4 Outfall Monitoring and Reporting Program

The Municipal Permit requires the City to perform Dry Weather Major MS4 Outfall Discharge Monitoring each monitoring year (October 1 through September 30). The City is required to visit at least 80 percent of its major MS4 outfalls twice per monitoring year. The work will include field screening at the City's four major outfalls twice, for a total of eight field screening site visits. Field work will be completed by September 30.

This will complete the required monitoring for the period between October 1 and September 30.

The field work will include flow measurement, observations, and trash assessment at each site. Data will be recorded such that relevant parameters can be reported in the regional standard format.

The summary report associated with this monitoring will include a list of monitoring sites, results in tabular form, and results of follow-up investigations. A spreadsheet of relevant data in the regional standard format will be provided along with the report.

Non-Storm Water Persistent Flow Sampling

In accordance with Section D.2.b. of the Municipal Permit, the City is required to perform non-storm water persistent flow MS4 outfall discharge monitoring. If, during dry weather MS4 outfall monitoring, sites are found to have persistent flow, the City will determine which persistent non-storm water discharges contain pollutant concentrations in excess of the respective non-storm water action levels (NAL) at a minimum of five of these sites per watershed within its jurisdiction. Or, if a jurisdiction has less than five persistent outfalls, all of the persistent outfalls will be

sampled. Based on the results of the City's 2020-2021 Dry Weather MS4 Outfall Monitoring Program, one of the City's major outfalls is considered to be persistently flowing: Site 69.

As required by the Municipal Permit, we will visit the persistently flowing outfall to collect samples twice between July 1, 2022 and September 30, 2022. We anticipate completing the two rounds of sampling in one day.

Field tests will be completed for pH, temperature, conductivity, turbidity, and dissolved oxygen using calibrated field meters. Grab samples will be collected and submitted to a certified laboratory for the constituents identified in Appendix 2D of the Storm Drain Outfall Monitoring Plan of the San Diego Bay WMA WQIP. All sampling and analyses will be conducted in accordance with 40 Code of Federal Regulations (CFR) Part 136. Due to recent changes in the 303(d) list, some additional tests will be required in 2019 that were not conducted in previous years. These include synthetic pyrethroid pesticides and a low detection limit test for the organophosphate pesticides diazinon, chlorpyrifos, and malathion. These new tests collectively add about \$2,000 in analytical costs when compared to tests done in 2018.

As directed by the San Diego Bay WMA Storm Drain Outfall Monitoring Plan, a field duplicate and a field blank will be submitted to the laboratory with each batch of samples collected. Since there will be only one batch of samples submitted to the laboratory, one duplicate and one field blank will also be submitted.

In addition, as required by the San Diego Bay WMA WQIP, we will also collect one sample for total hardness from the receiving water upstream of the point where any flow from the outfall converges with the receiving water where possible.

The monitoring summary report to be completed under Task 1 will summarize the results of the analyses, and will include a comparison of results to the applicable NALs as provided in the Municipal Permit. We will also discuss potential sources of NAL exceedances and recommendations for further investigation or potential steps towards eliminating persistent flows. We will also make recommendations about the relative priority of further investigations at other sites based on the collected data and known or suspected sources of flow as well as recommendations about MS4 cleaning or maintenance based on trash assessments and MS4 outfall structural condition assessments.

Follow-Up and Upstream Investigations

Follow-up visits and upstream source investigations may be required in some cases. Investigations will be in accordance with the County of San Diego Follow Up Investigation Procedures and will focus mainly on identifying sources of flow, particularly in cases where observations (color, clarity, odor, floatables, etc.) indicate a high possibility of an illegal discharge occurring. After investigations have been completed, results will be summarized and included in the program's monitoring report. Any illegal discharges identified will be immediately reported to the City at the time they are discovered.

Task B. Industrial, Commercial, and Municipal Inspections, Inspection Follow-Up, and Enforcement Support

Industrial, Commercial, and Municipal Field Inspections

The City has 312 inventoried industrial and commercial businesses and 13 inventoried municipal facilities, for a total of 325 facilities. We will inspect 97 facilities annually, which will

include all high priority facilities and additional inventoried facilities which are due for an inspection, to meet the minimum Permit requirement of inspecting 20% of inventoried industrial, commercial, and municipal facilities per year. Our approach to these inspections is described below.

Inspection Procedures

We will work with the City to prepare and send out a notification letter to businesses that have been selected for inspections, using the letter prepared last year as a template. We will prepare mailing labels for the City to use to send out these letters.

Optional task: We can also directly send out the letters on behalf of the City if the City provides us with City logo envelopes for the mailing.

Sending out notification letters alerts businesses to the upcoming inspections, notifies them that a City contractor will be completing the inspections, and helps identify businesses that may have gone out of businesses.

For municipal facilities, we will contact the facility manager to set up an appointment where necessary.

Initial Inspection Coordination

In the past we have had extensive communication with City staff about how to interpret and answer the questions on the City's inspection form. We have documented that direction from the City and are familiar with the City's preferences, so we do not need to have additional meetings or discussions with City staff to understand inspection procedures. If the City has any educational materials to be passed out during inspections, we will pick those up from City Hall before beginning inspections.

Facility Inspections

We will contact the businesses and municipal facilities identified as needing scheduled appointments to set up times to inspect them. We will organize the rest of the sites on the inspection list by address so that our inspectors can visit nearby facilities at the same time, which makes the process more efficient.

The site inspection procedure involves a thorough examination of the facility and all outdoor activities that have the potential to generate urban runoff pollution. We will record information on the City's inspection form. The site inspection includes the following steps.

- i. **Meet With Responsible Party:** Our inspectors will visit sites during normal business hours and wear company-issued photo identification. Upon meeting the responsible party, our inspector will introduce the storm water program, the purpose of the inspection, and distribute relevant educational materials. The introduction to the program will include a brief overview of the federal and state water quality laws, local requirements, impacts of urban runoff, the concept of Best Management Practices (BMPs), and a description of the local water bodies and pollutants of concern. At this time the inspector will also verify and update facility contact information and evaluate whether the assigned SIC code reflects the principal activity of the facility. Recommended inventory updates will be documented if the site visit finds that the listed business has moved out or is not conducting activities that would require it to be on the City's inventory.
 - *We understand that maintaining good relations with local businesses is important for the City of Lemon Grove and that, while interacting with businesses, we will be*

perceived by the public as City agents. Our inspectors are trained to interact with businesses with utmost professionalism, respect, and courtesy.

- ii. **BMP and Potential Pollutant Assessment:** Our inspector will conduct a thorough walk-through of the facility accompanied by the facility manager/responsible party, to inspect all areas exposed to storm water. The inspector will evaluate existing BMP effectiveness and evaluate the site to assess whether illegal discharges or illicit connections are present.

- *Since the City is subject to bacteria and metals TMDLs for Chollas Creek, our inspections will pay extra attention to potential sources of these pollutants and corresponding BMPs. We will work with responsible parties to identify simple and cost-effective BMPs to address sources of these pollutants whenever possible. Our inspectors are experienced in identifying sources of metals and bacteria at industrial and commercial businesses and municipal facilities.*
- *We understand the City has committed to reducing the percentage of uncovered grease bins in its portion of the Chollas Creek watershed in the San Diego Bay WQIP. We will track this information during inspection and include it in the final inspection summary spreadsheet so that the City can track progress toward the WQIP numeric goal.*

If specific BMPs are not implemented or are found to be ineffective, corrections will be recommended and recorded in the appropriate section of the inspection form. Photographs will be taken to document BMP deficiencies. If an illegal discharge or illegal connection is observed or significant corrective action is needed right away, the City will be notified promptly.

- *We will work with businesses to make corrections during the inspection whenever possible. This approach is responsive to the Regional Board's stated desire to resolve problems quickly, and it also reduces the amount of follow-up and enforcement work that City staff will need to do.*

- iii. **Industrial Permit Subjectivity Assessment:** Based on the SIC code assigned based on part "i" above, we will identify whether the business may be subject to the State Industrial General Permit. We will check records at the business and/or on the State's SMARTS website to determine whether businesses have already obtained coverage under the Permit. Businesses that may be subject but cannot demonstrate that they have filed for coverage will be identified as potential non-filers. We also will directly report potential non-filers to the Regional Board on behalf of the City as required by the Municipal Permit.

- iv. **Inspection Summary and Conclusion:** At the completion of the walk-through, the inspector will summarize and clearly communicate all required corrective actions to the responsible party and discuss potential options for resolving the deficiencies noted. The inspector will also assign a storm water knowledge score and an overall BMP implementation score.

- *We take a collaborative approach with businesses to achieve compliance rather than simply tabulate BMP deficiencies. Our inspectors make every effort to identify practical and cost effective solutions and to leave a positive impression on business personnel.*

Documentation

- i. Using our experience with the City's conventions and preferences, the inspection form will be completed for each site visit and reviewed for quality control in our office. This fiscal year, we created a new electronic form and report. We will provide electronic copies of the report (pdf format) and electronic copies of inspection photos to the City.

- ii. We will provide copies of completed inspection forms to businesses that have corrective actions that require follow-up. Where possible, PDF copies of the reports will be emailed. When an email address is not provided, we will send reports to the City for mailing to the responsible party.

Optional task: We can also directly send out inspection reports on behalf of the City if the City provides us with City logo envelopes for the mailing.

- iii. We will prepare a summary spreadsheet of inspection results to the City. The spreadsheet will be based on the initial inspection list. It will also include the following:
 - a. Updated address information, where applicable
 - b. Updated SIC codes and priorities where appropriate based on inspection results
 - i. This includes identifying when a business was no longer at the stated address or when the business was found to conduct activities that do not require it to be on the industrial/commercial inventory (e.g., nail salons or dry cleaners). In these cases the priorities will be changed to “not inventoried” and they will be considered to have been removed from the inventory.
 - c. Updated “potential pollutant sources” information for the pollutants listed on the City’s inspection form.
 - i. *Together with the information in parts “a” and “b” above, this will provide an updated inventory as of the end of the inspection program. This will help the City in preparing its inventory for the next fiscal year and with annual reporting.*
 - d. Inspection date
 - e. Whether the business needs a follow-up inspection. If yes, notes about the reason a follow-up is required will also be included.
 - f. Whether the business was identified as a potential Industrial General Permit non-filer.
 - i. *This will give the City data it needs to report potential non-filers to the Regional Board.*
 - g. Grease bin storage status: covered, uncovered, or N/A (no grease bin).
 - i. *This will give the City data to report on grease bin coverage for the San Diego Bay WQIP.*

Inspection Follow-Up and Enforcement Support

Based on our experience, some businesses will have deficiencies that need to be corrected. Where possible, we will work with businesses to resolve these issues at the time of the inspection. Where resolution during an inspection is not possible, we will follow-up with businesses. Generally this will involve emails or phone calls to businesses to remind them that they need to send in proof of correction, typically emailed photos along with brief text descriptions. We will also complete follow-up site inspections where necessary to document corrections or support City enforcement efforts, and we will prepare case histories and other documentation as requested by the City to support enforcement actions.

Industrial and Commercial Inventory Update

We will update the City’s industrial and commercial business inventory based on the results of the inspections and business license information provided by the City. The end product of this process will be the industrial and commercial inventory for the subsequent fiscal year.

Prepare Inspection Numbers for Annual Reporting

Based on the inspections completed, we will prepare information to be input to the City's JRMP Annual Report form. This includes identifying numbers of inventoried facilities, inspection, discharges, violations, enforcement actions, and similar data for each class of inspected facilities: industrial, commercial, and municipal. We will prepare this information in the same format as shown on the JRMP Annual Report form, and will send supporting backup documentation used to prepare the annual reporting numbers.

Task C. Structural BMP Maintenance Verification and Inspections

Structural BMP Inventory Update

D-MAX will work with the City to obtain contact information for sites being added to the inventory. We will also re-prioritize the inventoried projects using the flow chart in the City's recently updated JRMP and add in approximate size/area for each project, as required by the Permit. We expect the approximate project size will be estimated based on viewing the project areas in Google Maps or by project reports provided by the City. We also expect that the City will provide us with paper or electronic copies of plan sheets and/or Storm Water Quality Plan (SWQMP) for all inventoried projects that D-MAX did not review and therefore does not already have copies of the documents.

Structural BMP Maintenance Verification

We will update the annual maintenance verification letters and create new letters for any other projects added to the inventory, using contact information provided by the City as part of the inventory update. We will mail out the letters and respond to questions from recipients of the letters as needed. Where letters are returned as undeliverable or the person to whom the letter is mailed indicates they are no longer the party responsible, we will work with the City to identify the new contact person. City assistance may be needed to determine current parcel owners if other avenues to identify contacts are not successful. We will process returned forms and enter them into the City's inventory spreadsheet to document that maintenance was verified. If projects do not return forms, we will send them one follow-up mailing to remind them to return the form.

Structural BMP Inspections

We will inspect all high priority sites before October 1. We expect this will be approximately five sites. We will also inspect sites that do not return maintenance verification forms. We expect that will be approximately four additional inspections, for a total of nine inspections. At each inspection, we will document results on an inspection form and record the overall inspection result (compliant or not) in the City's inventory spreadsheet. Where deficiencies are noted, we will follow up with the responsible person to obtain proof of correction. In cases where a responsible party cannot be contacted, we will request assistance from the City in identifying the appropriate person to contact regarding the required corrections. Where responsible parties are not responsive, we will request enforcement assistance from the City. If deficiencies that require corrections beyond standard maintenance actions, such as correcting grading or outlet structures within a BMP, are noted, we will work with the City to prepare case files based on past plan sheets and other submittals on an as-needed basis as part of the as-needed component in Task D below.

Task D. As-Needed Storm Water Compliance Tasks

We will also support the City in other as-needed storm water compliance tasks, such as the following, to the extent budget allows and as directed by the City's project manager:

- Represent the City at JRMP Municipal Co-permittee Meetings. Review municipal permit associated documents, provide meeting and associated document summaries, coordinate with City staff and provide City recommendations to the group.
- Provide TMDL program support. Review and comment on reports, represent the City at meetings, provide summaries of meetings and reviewed documents, coordinate with City staff and provide City recommendations to the group.
- BMP Design Manual Updates.
- WQIP (SD Bay Watershed) Updates.
- Trash Amendments implementation planning support including full capture system planning, cost estimates, map preparation, and updating GIS files.
- Residential Management Areas inspections.
- Assist with the preparation of the fiscal analysis for the JRMP Annual Report.
- For FY 24, additional budget is included in anticipation of a required JRMP update in response to MS4 Permit reissuance.

Task E. Technical Review of Storm Water Plans and Reports

We will review the following submittals and provide written comments to the City based on our review:

- Erosion control plan sheets
- Post-construction best management practice (BMP) plans, usually referred to as Storm Water Quality Management Plans (SWQMP), including the review of hydromodification reports.
 - Review of the SWQMP will also include review of grading plan sheets, where applicable, to verify that BMPs proposed in the SWQMP are also shown on the plans.

When necessary, we are also available to discuss comments with project proponents in meetings, on the phone, or over email. In some cases, this direct communication helps resolve deficiencies more quickly, allowing projects to comply with requirements and gain approval for storm water submittals sooner. Deliverables for each reviewed project will include the following:

- A completed erosion control plan review checklist, using the standard form from the JRMP, for each erosion control plan reviewed.
- A review letter summarizing comments for each submitted SWQMP.
- A final electronic copy of the SWQMP and associated plan sheets (to be provided by the project applicant). The project's submitted storm water requirements applicability checklist will be required to be included with the SWQMP as an appendix.
- A draft storm water facilities maintenance agreement (to be provided by the project applicant and recorded at the completion of the project).

We will also maintain an overall list of reviews completed by D-MAX and can provide that list to the City when necessary for reporting or other purposes.

Task F. Construction Phase Inspections

During the construction phase, we will provide the following services:

- Attend pre-construction meeting to describe storm water requirements.
 - We will review the requirements as presented on the erosion control plan and in the SWQMP, focusing on key actions necessary to maintain compliance. The importance of erosion control BMPs, which have been the subject of multiple recent enforcement actions by the Regional Board, will also be stressed. The goal of the storm water discussion during the pre-construction meeting is to establish clear expectations for the contractor as a proactive step to minimize future risk of noncompliance.
- Conduct regular, routine inspections based on the site prioritization assigned via the process included in the JRMP.
 - During the wet season, high priority sites are inspected twice per month, medium priority sites are inspected monthly, and low priority sites are inspected as needed.
 - During site inspections, we will walk the site with the responsible person and discuss the condition of the sites and potential corrective actions during the inspection where possible. We expect that the first inspection at each project inspection will generally be longer than subsequent inspections. During all inspections after the first inspection, our inspector will document the extent to which deficiencies noted during the preceding inspections have been resolved.
 - We will document inspection results and required corrective actions on a City of Lemon Grove construction inspection form. The form will clearly identify instances of non-compliance and our recommendations for resolving the non-compliance. We will include photos, marked up schematics, or other figures as necessary to illustrate places where correction needs to be made. Inspection documentation will be delivered through email and, if necessary, by fax.
- Conduct as-needed follow-up or pre- and post-rain event inspections.
 - Additional follow-up inspections may be necessary to verify corrections required during routine inspections have been made. Often follow-up inspections are completed prior to rain to verify corrections have been made before a storm and/or after a storm to verify that BMPs performed adequately. In some cases, emailed photos demonstrating that required corrections have been made may be accepted in lieu of an onsite follow-up inspection.
- Collected runoff samples as needed
 - Runoff samples will be collected as needed to assess BMP effectiveness. Samples are collected from storm runoff and are typically analyzed for turbidity and pH. Additional analyses can also be completed when necessary.
- Enforcement documentation assistance
 - If enforcement action beyond providing written correction notices based on inspections becomes necessary, we will provide the City with a written description of violation(s) noted and necessary supporting documentation to support preparation of other enforcement actions, such as correct work notices, notices of violation, administrative citations, and stop work orders.

- We understand that City staff will notify the Regional Board in the event that escalated enforcement action is taken.
- Post-construction BMP installation verification
 - Following completion of all the post-construction BMPs at a site, we will perform an inspection to verify that these post-construction BMPs have been constructed or installed as proposed in the SWQMP. These inspections will check for common problems like bioretention area drains not being located high enough to provide the design amount of surface ponding.
- Final SWQMP and storm water-related plan sheets, including documentation of field changes to proposed post-construction BMPs, if applicable
 - If any field changes to post-construction BMPs are proposed, we will work with City staff to require submittal of an amendment to the SWQMP and revised plan sheets to document the change. All proposed changes are subject to the same review process described above and should not be approved to be constructed until approved through that process. Where approved, the project proponent will also be required to submit revised electronic copies of the updated plan sheets and SWQMP for the City's files.
 - If no field changes occur, the electronic files submitted will be saved to document the post-construction BMPs implemented.
- Verify storm water facilities maintenance agreement has been recorded prior to project finalization.
 - We will work with the City to ensure the project's maintenance agreement is recorded with the County. We will verify that the maintenance agreement accurately described the post-construction BMPs as built, and then our understanding is that City staff will work with the project proponent to record the agreement with the County Recorder.

Deliverables for each inspected project will include the following:

- Attendance at pre-construction meetings.
- A completed inspection form and associated photos for each inspection.
- A memo summarizing results of storm water runoff sampling for each sampling event.
- Final, updated SWQMP and associated plan sheets in electronic copy, if amended or revised based on construction changes (electronic copies to be provided by project applicant).
- A spreadsheet listing all the post-construction BMPs for which installation was verified during the fiscal year. This will be provided at the end of the fiscal year as part of the annual reporting process.

We will also maintain an overall list of dates inspections have been completed for reference by City staff. Sites will be added to the inspection list based on notification of pre-construction meetings provided to D-MAX by City staff.

Cost Estimate

Our proposed costs to complete the scope of services for each fiscal year described in our proposal are summarized in the table below. “Recoverable” work is expected to be funded by fees paid by developers.

Service	FY 2023 Cost	FY 2024 Cost	FY 2025 Cost
Non-Recoverable			
Task A. MS4 Outfall Monitoring	\$16,900	\$17,407	\$17,929
Task B. Existing Development Inspections, Enforcement Support, and Annual Reporting	\$29,000	\$29,870	\$30,766
Task C. Structural BMP Maintenance Verification and Inspections	\$9,000	\$9,270	\$9,548
Task D. As-needed Storm Water Compliance Tasks*	\$19,400	\$35,085	\$20,688
subtotal	\$74,000	\$91,632	\$78,931
Recoverable			
Task E. Technical Review of Storm Water Plans and Reports	\$20,000	\$20,600	\$21,218
Task F. Construction Phase Inspections	\$30,000	\$30,900	\$31,827
subtotal	\$50,000	\$51,500	\$53,045
Overall Total	\$124,400	\$143,132	\$128,132

*Includes additional funds for anticipated JRMP update in response to MS4 Permit reissuance in FY24.

All services will be provided on a time and materials services in accordance with our attached fee schedule (Attachment A), not to exceed the overall cost total.

All invoices for work for Task E and F will clearly break out costs separately for each project reviewed or inspected:

- For Task E, Technical Review of Storm Water Plans and Reports, plan review cost will vary depending on the size and complexity of the project.
- For Task F, Construction Phase Inspections, we expect that the per inspection cost, including reporting and recordkeeping, will range from about \$250 to \$600 per inspection, with the amount depending on the extent of deficiencies noted at the sites, whether we are inspecting one site or multiple sites during a single trip to the City, the amount of follow-up correspondence necessary following each inspection, and whether post-construction BMPs were inspected.

Please feel free to contact us if you have any questions or would like to discuss this proposal in more detail. We look forward to working with you on this project.

Sincerely,
 D-MAX Engineering, Inc.

Mr. Bill Chopyk
May 11, 2021
Page 11



John Quenzer, M.S.
Vice President

Attachment A Fee Schedule



SCHEDULE OF FEES
July 1, 2022

LABOR

Classification	FY 2023 Hourly Rate	FY 2024 Hourly Rate*	FY 2025 Hourly Rate*
Word Processor/Admin	70.00	72.08	74.24
Drafter	80.00	82.40	84.84
Technician	90.00	92.68	95.44
Senior Technician	92.00	94.76	97.60
Staff Scientist I	102.00	105.04	108.16
Staff Scientist II	112.00	115.36	118.80
Assistant Project Scientist	130.00	133.88	137.88
Project Scientist	145.00	149.32	153.80
Senior Scientist	165.00	169.92	175.00
Principal Scientist	192.00	197.76	203.68
Staff Engineer I	112.00	115.36	118.80
Staff Engineer II	123.00	126.68	130.48
Assistant Project Engineer	140.00	144.20	148.52
Project Engineer	155.00	159.64	164.40
Senior Engineer	177.00	182.28	187.72
Principal Engineer	204.00	210.12	216.40

Note

*Costs for option year 2 (FY 23-24) and year 3 (FY24-25) include a 3% increase per year.

Field and hourly services will be charged portal to portal from our office, with a two-hour minimum.

Appearance as expert witnesses at court trials, mediation, arbitration hearings and depositions will be charged at \$250/hour. Time spent preparing for such appearances will be charged at the above standard hourly rates.

OTHER CHARGES

Subcontracted services, such as sub consultants, outside testing, drilling, and surveyors, will be charged at cost plus 15%. Other project-specific costs, such as rentals, expendable or special supplies, special project insurance, permits and licenses, shipping, subsistence, tolls and parking, outside copying/printing, etc., will be charged at cost plus 15%. Mileage will be charged at the current IRS rate. Meals, lodging, and travel expenses, when pre-approved by the City, will be charged at cost or at standard per diem rates, as applicable.

Client will be responsible for any applicable taxes in addition to the fees due for Services.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.G
Meeting Date: July 19, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Steve Swaney, Fire Chief
sswaney@heartlandfire.org
Item Title: **Acceptance of FY 21 State Homeland Security Grant
Program Urban Areas Security Initiative Funds (UASI)**

Recommended Action: Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting FY 2021 State Homeland Security Grant Program (SHSGP) Urban Areas Security Initiative (UASI) funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with UASI requirements.

Summary: The City of Lemon Grove has been approved to receive \$2,037 from the UASI portion of the State Homeland Security Grant Program from FY 21 funds. SHSGP funds play an important role in the implementation of Presidential Policy Directive-8 (PPD-8) by supporting the development and sustainment of core capabilities to fulfill the National Preparedness Goal (NPG). Additionally, SHSGP supports the implementation of State Homeland Security Strategies to address the identified planning, organizational, equipment, training and exercise needs to prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events. The UASI funds will be used to reimburse expenses for fire personnel training. The performance period for these funds ends December 31, 2023, with a reimbursement claim due date of December 15, 2023.

Discussion: The SHSGP supports the implementation of State Homeland Security Strategies to address the identified planning, organizational, equipment, training and exercise needs to prevent, protect against, mitigate, respond to and recover from acts of terrorism and other catastrophic events. The funds will be used to reimburse personnel training expenses.

Environmental Review:

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

Fiscal Impact: There is no direct fiscal impact to the City of Lemon Grove. No matching funds are required.

Public Notification: None.

Staff Recommendation: Staff recommends that the City Council adopt a resolution (Attachment A) accepting FY 2021 State Homeland Security Grant Program (SHSGP) Urban Areas Security Initiative (UASI) funds and authorize the City Manager to execute appropriate agreements and/or grant documents required to receive and use said funds in accordance with UASI requirements.

Attachments:

Attachment A – FY 2021 Resolution

Attachment B – FY 2021 SHSGP UASI Agreement and Grant Assurances

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, ACCEPTING FISCAL YEAR 2021 STATE HOMELAND
SECURITY GRANT PROGRAM URBAN AREAS SECURITY INITIATIVE
(UASI) FUNDS**

WHEREAS, the City of Lemon Grove is dedicated to providing high quality fire and EMS services to its citizens and maintaining the highest level of preparedness in order to respond to and mitigate acts of terrorism and other catastrophic events; and

WHEREAS, the State Homeland Security Grant Program Urban Areas Security Initiative distribution formula allocates \$2,037 to the City of Lemon Grove be used to respond to and/or recover from acts of terrorism and other catastrophic events; and

WHEREAS, the allocated funds will be used to reimburse training of fire department personnel to safely respond to acts of terrorism and other catastrophic events;

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

1. Accepts the Fiscal Year 2021 State Homeland Security Program Urban Areas Security Initiative funds.
2. Authorizes the City Manager to execute required grant documents and/or agreements necessary for the receipt and use of said funds.

PASSED AND ADOPTED on July 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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

**AGREEMENT BETWEEN THE CITY OF
SAN DIEGO OFFICE OF EMERGENCY SERVICES AND THE
CITY OF LEMON GROVE**
FOR THE DISTRIBUTION OF FY 2021 UASI GRANT FUNDS

THIS AGREEMENT is made this day of _____, 20__ in the City and County of San Diego, State of California, by and between the _____ CITY OF LEMON GROVE (“SUBRECIPIENT”) and the CITY OF SAN DIEGO, a municipal corporation (“San Diego” or “City”), in its capacity as fiscal agent for the Approval Authority, as defined below, acting by and through the San Diego Office of Emergency Services (“SD OES”), also referred to as the San Diego Office of Emergency Services (“SD OES”).

RECITALS

WHEREAS, The United States Department of Homeland Security (“DHS”) designated San Diego as an eligible high risk urban area through an analysis of relative risk of terrorism, the San Diego Urban Area (“SDUA”) was established for the purpose of application for and allocation and distribution of federal Urban Areas Security Initiative (“UASI”) program grant funds; and

WHEREAS, The Urban Area Working Group (“UAWG”), a collaborative subcommittee established by the San Diego County Unified Disaster Council, was established as the Approval Authority for the SDUA, to provide overall governance of the homeland security grant program across the SDUA, to coordinate development and implementation of all UASI program initiatives, and to ensure compliance with all UASI program requirements; and

WHEREAS, The City of San Diego Office of Emergency Services (“SD OES”), as the “core city” for the SDUA, will serve as the chair and the UASI Grant Administrator, and SD OES Program Manager is responsible for implementing and managing the policy and program decisions of the Approval Authority, directing the work of the UASI Management Team personnel, and performing other duties as determined and directed by the Approval Authority, and

WHEREAS, San Diego has been designated as the grantee for UASI funds granted by the DHS through the California Office of Emergency Services (“Cal OES”) to the SDUA, with responsibility to establish procedures and execute subgrant agreements for the distribution of UASI program grant funds to jurisdictions selected by the Approval Authority to receive grant funding; and

WHEREAS, San Diego has been designated to serve as the fiscal agent for the Approval Authority, and to establish procedures and provide all financial services for distribution of UASI program grant funds within the SDUA; and

WHEREAS, Pursuant to grant allocation decisions by the Approval Authority, the UASI Management Team has asked San Diego to distribute a portion of the regional UASI grant funds to SUBRECIPIENT on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 DEFINITIONS

1.1 **Specific Terms.** Unless the context requires otherwise, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:

(a) “**ADA**” shall mean the Americans with Disabilities Act (including all rules and regulations there under) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.

(b) “**Authorized Expenditures**” shall mean expenditures for those purposes identified and budgeted in the SUBRECIPIENT Award Letter (Appendix A) and/or approved modification.

(c) “**Event of Default**” shall have the meaning set forth in Section 7.1.

(d) “**Fiscal Quarter**” shall mean each period of three calendar months commencing on July 1, October 1, January 1, and April 1, respectively.

(e) “**Grant Funds**” shall mean any and all funds allocated or disbursed to SUBRECIPIENT (UEI #: FE3TQY2ND4G9) under this Agreement. This Agreement shall specifically cover funds allocated or disbursed from Cal OES Grant No. 2021-0081, Cal OES ID No. 073-66000, CFDA No. 97.067, per Cal OES award notice dated October 27, 2021.

(f) “**Grant Plan**” shall mean the plans, performances, events, exhibitions, acquisitions or other activities or matter, and the budget and requirements, described in the approved Financial Management Forms Workbook (FMFW). If SUBRECIPIENT requests any modification to the Grant Plan, SUBRECIPIENT shall submit a written request to the SD OES Program Manager with the following information: Scope of change requested, reason for change, proposed plan for change, summary of approved and requested modifications to the Grant Plan, and any necessary approvals in support of change (e.g., EHP).

(g) “**Indemnified Parties**” shall mean: (i) San Diego, including all commissions, departments including OES, agencies, and other subdivisions of San Diego; (ii) San Diego’s elected officials, directors, officers, employees, agents, successors, and assigns; and (iii) all persons or entities acting on behalf of the foregoing.

(h) “**Losses**” shall mean any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, fees, expenses and costs of whatsoever kind and nature (including legal fees and expenses and costs of investigation, of prosecuting or defending any Loss described above) whether or not such Loss be founded or unfounded, of whatsoever kind and nature.

(i) “**Reimbursement Request**” shall have the meaning set forth in Section 3.10(a).

(j) “**Simplified Acquisition Threshold**” means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods.

(k) “**UASI Management Team**” shall mean The SD OES Program Manager, Program Coordinator, as well as project, grant, and administrative staff. The Program Manager appoints members to the Management Team to implement the policies of the UAWG.

(l) “**Pass-through entity**” shall mean a non-Federal entity that provides a sub award to a subrecipient to carry out part of a Federal Program.

1.2 **Additional Terms.** The terms “as directed,” “as required” or “as permitted” and similar terms shall refer to the direction, requirement, or permission of City. The terms “sufficient,” “necessary” or “proper” and similar terms shall mean sufficient, necessary or proper in the sole judgment of City. The terms “approval,” “acceptable” or “satisfactory” or similar terms shall mean approved by, or acceptable or satisfactory to, City. The terms “include,” “included” or “including” and similar terms shall be deemed to be followed by the words “without limitation.” The use of the term “subcontractor,” “successor” or “assign” herein refers only to a subcontractor, successor or assign expressly permitted under Article 8.

1.3 **References to this Agreement.** References to this Agreement include: (a) any and all appendices, exhibits, schedules, and attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 10.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as “hereunder,” “herein” or “hereto” refer to this Agreement as a whole.

1.4 **Reference to laws.** Any reference in this Agreement to a federal or state statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction shall mean that statute, regulation, executive order, requirement, policy, guide, guideline, information bulletin, or instruction as is currently in effect and as may be amended, modified or supplemented from time to time.

ARTICLE 2 ALLOCATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON SAN DIEGO’S OBLIGATIONS

2.1 **Risk of Non-Allocation of Grant Funds.** This Agreement is subject to all federal and state grant requirements and guidelines, including DHS and Cal OES requirements, guidelines, information bulletins, and instructions, the decision-making of the Cal OES and the Approval Authority, the terms and conditions of the grant award; the approved application, and to the extent applicable the budget and fiscal provisions of the San Diego City Charter. The Approval Authority shall have no obligation to allocate or direct disbursement of funds for this Agreement in lieu of allocations for new or other agreements. SUBRECIPIENT acknowledges and agrees that grant decisions are subject to the discretion of the Cal OES and Approval Authority. Further, SUBRECIPIENT acknowledges and agrees that the City shall have no obligation to disburse grant funds to SUBRECIPIENT until City and SUBRECIPIENT have fully and finally executed this Agreement. SUBRECIPIENT acknowledges and agrees that if it takes any action, informal or formal, to appropriate, encumber or expend Grant Funds before final allocation decisions by Cal OES and the Approval Authority, and before this Agreement is fully and finally executed, it assumes all risk of possible non-allocation or non-reimbursement of funds, and such acknowledgement and agreement is part of the consideration of this Agreement.

2.2 **Certification of Controller; Guaranteed Maximum Costs.** No funds shall be available under this Agreement without prior written authorization certified by the San Diego Chief Financial Officer as set forth in Section 39 of the City of San Diego City Charter:

“No contract, agreement, or other obligation for the expenditure of public funds shall be entered into by any officer of the City and no such contract shall be valid unless the Chief Financial Officer shall certify in writing that there has been made an appropriation to cover the expenditure and that there remains a sufficient balance to meet the demand thereof.”

ARTICLE 3
PERFORMANCE OF THE AGREEMENT

3.1 **Duration of Term.** The term of this Agreement shall commence on **SEPTEMBER 1, 2021** and shall end at 11:59 p.m. San Diego time on **MAY 31, 2024.**

3.2 **Maximum Amount of Funds.** In no event shall the amount of Grant Funds disbursed hereunder exceed the amount awarded under the SUBRECIPIENT Award letter (Appendix A), Training and Exercise Participation Award Letter and/or approved modification. The City will not automatically transfer Grant Funds to SUBRECIPIENT upon execution of this Agreement. SUBRECIPIENT must submit a Reimbursement Request under Section 3.10 of this Agreement, approved by the UASI Management Team and City, before the City will disburse Grant Funds to SUBRECIPIENT.

3.3 **Use of Funds.**

(a) **General Requirements.** SUBRECIPIENT shall use the Grant Funds received under this Agreement for the purposes and in the amounts set forth in the Grant Plan. SUBRECIPIENT shall not use or expend Grant Funds for any other purpose, including but not limited to, for matching funds for other federal grants/cooperative agreements, lobbying or intervention in federal regulatory or adjudicatory proceedings, or to sue the federal government or any other government entity. SUBRECIPIENT shall not permit any federal employee to receive Grant Funds.

(b) **Modification of Grant Plan.** Under Sections 1.1(f) and 10.2 of this Agreement, SUBRECIPIENT may submit a written request to modify the Grant Plan. SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to such a request for modification until the SD OES Program Manager or designee has provided written approval for the request. In addition, if the modification request requires approval from the Approval Authority and/or Cal OES, as determined by the SD OES Program Manager, SUBRECIPIENT shall not appropriate, encumber or expend any additional or reallocated Grant Funds pursuant to the modification request without approval from the Approval Authority and/or Cal OES.

(c) **No Supplanting.** SUBRECIPIENT shall use Grant Funds to supplement existing funds, and not replace (supplant) funds that have been appropriated for the same purpose.

(d) **Obligations.** SUBRECIPIENT must expend Grant Funds in a timely manner consistent with the grant milestones, guidance and assurances; and make satisfactory progress toward the goals, objectives, milestones and deliverables in this Agreement.

(e) **Subawards.** SUBRECIPIENT is not an authorized pass-through entity and is not authorized to make any subawards of Grant Funds.

3.4 **Grant Assurances; Other Requirements; Cooperation with Monitoring.**

(a) SUBRECIPIENT shall comply with all Grant Assurances included in Appendix B, attached hereto and incorporated by reference as though fully set forth herein.

(b) In addition to complying with all Grant Assurances, SUBRECIPIENT shall comply with all applicable statutes, regulations, executive orders, requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority. SUBRECIPIENT shall require and ensure that all contractors and other entities receiving Grant Funds from SUBRECIPIENT comply with all applicable statutes, regulations, executive orders,

requirements, policies, guides, guidelines, information bulletins, Cal OES grant management memos, and instructions; the terms and conditions of the grant award; the approved application, and any conditions imposed by Cal OES or the Approval Authority.

(c) SUBRECIPIENT shall promptly comply with all standards, specifications and formats of San Diego and the UASI Management Team, as they may from time to time exist, related to evaluation, planning and monitoring of the Grant Plan and compliance with this Agreement. SUBRECIPIENT shall cooperate in good faith with San Diego and the UASI Management Team in any evaluation, inspection, planning or monitoring activities conducted or authorized by DHS, Cal OES, San Diego or the UASI Management Team. For ensuring compliance with non-supplanting requirements, upon request by City or the UASI Management Team, SUBRECIPIENT shall supply documentation certifying that a reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of Grant Funds.

3.5 **Administrative, Programmatic and Financial Management Requirements.** SUBRECIPIENT shall establish and maintain administrative, programmatic and financial management systems and records in accordance with federal and State of California requirements. This provision requires, at a minimum, that SUBRECIPIENT comply with the following non-exclusive list of regulations commonly applicable to DHS grants, as applicable to this Agreement and the Grant Plan:

- (a) Administrative Requirements:
 - 1. 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).
- (b) Cost Principles:
 - 1. 2 CFR Part 200, Subpart E - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133);
 - 2. Federal Acquisition Regulations (FAR), Part 31.2 *Contract Principles and Procedures, Contracts with Commercial Organizations*.
- (c) Audit Requirements:
 - 1. 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (formerly 44 CFR Part 13, OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, and A-133).

3.6 **Technology Requirements.**

(a) National Information Exchange Model ("NIEM"). SUBRECIPIENT shall use the latest NIEM specifications and guidelines regarding the use of Extensible Markup Language ("XML") for all awards of Grant Funds.

(b) Geospatial Guidance. SUBRECIPIENT is encouraged to use Geospatial technologies, which can capture, store, analyze, transmit and/or display location-based information (i.e., information linked to a latitude and longitude), and to align any geospatial activities with the guidance available on the Federal Emergency Management Agency ("FEMA") website.

(c) Criminal Intelligence Systems Operating Policies. Any information technology system funded or supported by Grant Funds shall comply with 28 CFR Part 23, *Criminal Intelligence Systems Operating Policies*, if applicable.

(d) SUBRECIPIENT is encouraged to use the DHS guidance in *Best Practices for Government Use of CCTV: Implementing the Fair Information Practice Principles*, if Grant Funds are used to purchase or install closed circuit television (CCTV) systems or to support operational CCTV systems.

3.7 **Procurement Requirements.**

(a) General Requirements. SUBRECIPIENT shall follow its own procurement requirements as long as those requirements comply with all applicable federal and State of California statutes, regulations, requirements, policies, guides, guidelines and instructions.

(b) Contract Provisions. All contracts made by the SUBRECIPIENT using Grant Funds must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contract Under Federal Awards). 2C.F.R. § 200.326.

(b) Specific Purchases. If SUBRECIPIENT is using Grant Funds to purchase interoperable communication equipment, SUBRECIPIENT shall consult DHS's SAFECOM's coordinated grant guidance, which outlines standards and equipment information to enhance interoperable communication. If SUBRECIPIENT is using Grant Funds to acquire critical emergency supplies, prior to expending any Grant Funds, SUBRECIPIENT shall submit to the UASI Management Team for approval by Cal OES a viable inventory management plan, an effective distribution strategy, sustainment costs for such an effort, and logistics expertise to avoid situations where funds are wasted because supplies are rendered ineffective due to lack of planning.

(c) Bond Requirement. SUBRECIPIENT shall obtain a performance bond for any equipment items over the simplified acquisition threshold (2C.F.R. § 200.88) or any vehicle, aircraft or watercraft financed with Grant Funds.

(d) Non-Competitive Procurement Requirements. UASI Management Team prior approval is required for any procurement made without advertisement or a competitive process or single response to a request for proposal/bid, regardless of dollar amount, this includes sole source procurements. SUBRECIPIENT shall submit a Non-Competitive Procurement Authorization request to the UASI Management Team for approval prior to expending any grant funds. Additionally, SUBRECIPIENT shall submit a Non-Competitive Procurement Request to the UASI Management Team for CalOES approval for any non-competitive procurement over the simplified acquisition threshold (2C.F.R. § 200.88).

(e) Federal Schedules. SUBRECIPIENT shall submit a Federal Schedule Procurement Authorization request to the UASI Management Team for approval to procure using the Federal supply schedule, prior to expending any grant funds.

3.8 **Contractor Requirements.**

(a) SUBRECIPIENT shall ensure and independently verify that any contractor or other entity receiving Grant Funds from SUBRECIPIENT is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs, under Executive Orders 12549 and 12689, as implemented at 2 CFR Part 3000. SUBRECIPIENT shall obtain documentation of eligibility before disbursing Grant Funds to any contractor or other entity. SUBRECIPIENT shall maintain documentary proof of this verification in its files. SUBRECIPIENT shall establish procedures for the effective use of the "Excluded Parties List System," to assure that it does not provide Grant Funds to excluded parties. SUBRECIPIENT shall also establish procedures to provide for effective use and/or dissemination of the list to assure that its contractors, at any tier do not make awards in violation of the non-procurement debarment and suspension common rule.

(b) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 44 CFR Part 18, *New Restrictions on Lobbying*; and

(c) SUBRECIPIENT shall ensure that any contractor or other entity receiving Grant Funds from SUBRECIPIENT complies with the requirements of 2 CFR Part 3001, *Requirements for Drug-Free Workplace (Financial Assistance)*.

3.9 **Monitoring Grant Performance.**

(a) City and the UASI Management Team are both authorized to perform periodic monitoring reviews of SUBRECIPIENT's performance under this Agreement, to ensure that the Grant Plan goals, objectives, performance requirements, timelines, milestone completion, budgets and other criteria are being met. Programmatic monitoring may include the Regional Federal Preparedness Coordinators, or other federal or state personnel, when appropriate. Monitoring may involve a combination of desk-based reviews and on-site monitoring visits, inspection of records, and verifications of grant activities. These reviews will involve a review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The reviews may include, but are not limited to:

1. Evaluating eligibility of expenditures;
2. Comparing actual grant activities to those approved by the Approval Authority and specified in the Grant Plan;
3. Ensuring that any advances have been deposited in an interest bearing account and disbursed in accordance with applicable guidelines; and
4. Confirming compliance with: Grant Assurances; information provided on performance reports and payment requests; and needs and threat assessments and strategies.

(b) SUBRECIPIENT is responsible for monitoring and auditing the grant activities of any contractor or other entity receiving Grant Funds through or from SUBRECIPIENT. This requirement includes but is not limited to mandatory on-site verification visits.

(c) If after any monitoring review, the DHS or Cal OES makes findings that require a Corrective Action Plan by SUBRECIPIENT, the City shall place a hold on all Reimbursement Requests from SUBRECIPIENT until the findings are resolved.

3.10 **Disbursement Procedures.** San Diego shall disburse Grant Funds to SUBRECIPIENT as follows:

(a) SUBRECIPIENT shall submit to the UASI Management Team, in the manner specified for notices pursuant to Article 9, a document ("Reimbursement Request") substantially in the form attached as Appendix C, attached hereto and incorporated by reference as though fully set forth herein. The UASI Management Team shall serve as the primary contact for SUBRECIPIENT regarding any Reimbursement Request.

(b) The UASI Management Team will review all Reimbursement Requests for compliance with this Agreement and all applicable guidelines and requirements. The UASI Management Team will return to SUBRECIPIENT any Reimbursement Request that is submitted and not approved by the UASI Management Team, with a brief statement of the reason for the rejection of the Reimbursement Request.

(d) If a rejection relates only to a portion of the expenditures itemized in any Reimbursement Request, City shall have no obligation to disburse any Grant Funds for any other expenditures itemized in such Reimbursement Request unless and until SUBRECIPIENT submits a Reimbursement Request that is in all respects acceptable to the UASI Management Team.

(e) If SUBRECIPIENT is not in compliance with any provision of this Agreement, City may withhold disbursement of Grant Funds until SUBRECIPIENT has taken corrective action and currently complies with all terms and conditions of the Agreement.

3.11 **Disallowance.** SUBRECIPIENT agrees that if it claims or receives reimbursement from City for an expenditure that is later disallowed by the State of California or the federal government, SUBRECIPIENT shall promptly refund the disallowed amount to City upon City's written request. At its option, City may offset all or any portion of the disallowed amount against any other payment due to SUBRECIPIENT hereunder or under any other Agreement with SUBRECIPIENT. Any such offset with respect to a portion of the disallowed amount shall not release SUBRECIPIENT from SUBRECIPIENT's obligation hereunder to refund the remainder of the disallowed amount.

3.12 **Sustainability.** Grant Funded programs that contain continuing personnel and operating expenses, over and above planning and implementation costs, must be sustained once the Grant Funding ends. If Equipment is purchased with grant funds the equipment must be sustained through the useful life of equipment. By executing this Agreement, SUBRECIPIENT acknowledges its responsibility and agrees to sustain continuing programs beyond the Grant Funding period. SUBRECIPIENT acknowledges and agrees that this sustainability requirement is a material term of the Agreement.

3.13 **EHP Requirements.**

(a) Grant Funded projects must comply with the federal Environmental and Historic Preservation ("EHP") program. SUBRECIPIENT shall not initiate any project with the potential to impact environmental or historic properties or resources until Cal OES and FEMA have completed EHP reviews and approved the project. Examples of projects that may impact EHP resources include: communications towers, physical security enhancements, new construction, and modifications to buildings, structures and objects that are 50 years old or greater. SUBRECIPIENT shall notify the UASI Management Team of any project that may require an EHP review. SUBRECIPIENT agrees to provide detailed project information to FEMA, Cal OES and/or the UASI Management Team, to cooperate fully in the review, and to prepare any documents requested for the review. SUBRECIPIENT shall comply with all conditions placed on the project as the result of the EHP review, and implement any treatment or mitigation measures deemed necessary to address potential adverse impacts. With prior approval of the UASI Management Team, SUBRECIPIENT may use Grant Funds toward the costs of preparing documents and/or implementing treatment or mitigation measures. Any change to the approved project scope of work will require re-evaluation for compliance with EHP requirements. If ground disturbing activities occur during project implementation, SUBRECIPIENT shall notify the UASI Management Team and ensure monitoring of ground disturbance. If any potential archeological resources are discovered, SUBRECIPIENT shall immediately cease construction in that area and notify the UASI Management Team, which will notify the appropriate State Historic Preservation Office. If SUBRECIPIENT is using Grant Funds for a communication tower project, SUBRECIPIENT shall complete its Federal Communication Commission ("FCC") EHP process before preparing its Cal OES/FEMA EHP materials, and shall include the FCC EHP materials in the Cal OES/FEMA submission.

(b) Any construction or other project that SUBRECIPIENT initiates without the necessary EHP review and approval will not be eligible for reimbursement. Failure of SUBRECIPIENT to meet federal, State, and local EHP requirements, obtain applicable permits, or comply with any conditions that

may be placed on the project as the result of FEMA's and/or Cal OES's EHP review will result in the denial of Reimbursement Requests.

3.14 **National Energy Conservation Policy and Energy Policy Acts.** SUBRECIPIENT shall comply with the following requirements:

(a) Grant Funds may not be used in contravention of the Federal buildings performance and reporting requirements of Executive Order 13123, part 3 of Title V of the National Energy Conservation Policy Act (42 USC §8251 et seq.), or Subtitle A of Title I of the Energy Policy Act of 2005; and

(b) Grant Funds may not be used in contravention of Section 303 of the Energy Policy Act of 1992 (42 USC §13212).

3.15 **Royalty-Free License.** SUBRECIPIENT understands and agrees that FEMA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and authorize others to use, for federal government purposes: (a) the copyright in any work developed using Grant Funds; and (b) any rights of copyright that SUBRECIPIENT purchases or acquires using Grant Funds. SUBRECIPIENT shall consult with the UASI Management Team and FEMA regarding the allocation of any patent rights that arise from, or are purchased with, Grant Funds.

3.16 **Publication Statements.** SUBRECIPIENT shall ensure that all publications created or developed under this Agreement prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agencies Grant Programs Directorate (FEMA/GPD) within the US Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the US Department of Homeland Security."

3.17 **Performance Period.** SUBRECIPIENT shall ensure that hard copies of all reimbursement requests and supporting documentation will be submitted to the UASI Management Team postmarked no later than the Reimbursement Claim Due Date identified in the Subrecipient Award Letter (Attachment A). Extension requests may be granted based on extenuating circumstances beyond the control of the subrecipient and must be made via the Performance Period Extension Request Form (Appendix D). Requests must contain specific and compelling justifications as to why an extension is required and must be submitted 30 days prior to the current deadline.

ARTICLE 4 REPORTING REQUIREMENTS; AUDITS

4.1 **Regular Reports.** SUBRECIPIENT shall provide, in a prompt and timely manner, financial, operational and other reports, as requested by the UASI Management Team, in form and substance satisfactory to the UASI Management Team. Such reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages, to the maximum extent possible.

4.2 **Notification of Defaults or Changes in Circumstances.** SUBRECIPIENT shall notify the UASI Management Team and City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; (b) any change of circumstances that would cause any of the representations or warranties contained in Article 5 to be false or misleading at any time during the term of this Agreement; and (c) any change of circumstances or events that would cause SUBRECIPIENT to be out of compliance with the Grant Assurances in Appendix B.

4.3 **Books and Records.** SUBRECIPIENT shall establish and maintain accurate files and records of all aspects of the Grant Plan and the matters funded in whole or in part with Grant Funds. Without

limiting the scope of the foregoing, SUBRECIPIENT shall establish and maintain accurate financial books and accounting records relating to Authorized Expenditures and to Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. SUBRECIPIENT shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than three (3) years after expiration of this Agreement or until any final audit by Cal OES has been fully completed, whichever is later.

4.4 **Inspection and Audit.** SUBRECIPIENT shall make available to the UASI Management Team, and to UASI Management Team and City employees and authorized representatives, during regular business hours, all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by SUBRECIPIENT under Section 4.3, and allow access and the right to examine those items. SUBRECIPIENT shall permit the UASI Management Team and City, and UASI Management Team and City employees and authorized representatives, to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of the UASI Management Team and City pursuant to this Section shall remain in effect so long as SUBRECIPIENT has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 4. The DHS, the Comptroller General of the United States or designee, and Cal OES shall have the same inspection and audit rights as the City and UASI Management Team. SUBRECIPIENT shall cooperate with any federal or state audit.

4.5 **Audit Report.** If the amount specified in Section 3.2 of this agreement is \$750,000 or more, SUBRECIPIENT shall submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's *Government Auditing Standards*, and 2 CFR Part 200 Subpart F - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. SUBRECIPIENT shall submit its audit report to the UASI Management Team no later than six months after the end of SUBRECIPIENT's fiscal year.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES

SUBRECIPIENT represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

5.1 **No Misstatements.** No document furnished or to be furnished by SUBRECIPIENT to the UASI Management Team in connection with this Agreement, any Reimbursement Request or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.

5.2 **Eligibility to Receive Federal Funds.** By executing this Agreement, SUBRECIPIENT certifies that it is eligible to receive federal funds, and specifically certifies as follows:

(a) SUBRECIPIENT is not suspended, debarred or otherwise excluded from participation in federal assistance programs, as required by Executive Order 12549 and 12689, "Debarment and Suspension" and implemented at 2 CFR Part 3000.

(b) SUBRECIPIENT complies with 31 U.S.C. §1352, *Limitation on use of appropriated funds to influence federal contracting and financial transactions*, as implemented at 44 CFR Part 18 and 6 CFR Part 9.

(c) SUBRECIPIENT complies with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. §701 et seq., as implemented in 2 CFR Part 3001, and will continue to provide a drug-free workplace as required under that Act and implementing regulations.

(d) SUBRECIPIENT is not delinquent in the repayment of any federal debt. See OMB Circular A-129.

SUBRECIPIENT acknowledges that these certifications of eligibility to receive federal funds are material terms of the Agreement.

5.3 **NIMS Compliance.** To be eligible to receive Grant Funds, SUBRECIPIENT must meet National Incident Management System ("NIMS") compliance requirements. By executing this Agreement, SUBRECIPIENT certifies that it is in full NIMS compliance. SUBRECIPIENT acknowledges that this certification is a material term of the Agreement.

ARTICLE 6 INDEMNIFICATION AND GENERAL LIABILITY

6.1 **Indemnification.** SUBRECIPIENT shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by SUBRECIPIENT's performance of this Agreement, including, but not limited to, the following: (a) a material breach of this Agreement by SUBRECIPIENT; (b) a material breach of any representation or warranty of SUBRECIPIENT contained in this Agreement; (c) any personal injury or death caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (d) any loss of or damage to property caused, directly or indirectly, by any act or omission of SUBRECIPIENT or its employees or agents; (e) the use, misuse or failure of any equipment or facility used by SUBRECIPIENT, or by any of its employees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to SUBRECIPIENT by an Indemnified Party; (f) any tax, fee, assessment or other charge for which SUBRECIPIENT is responsible under Section 10.4; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished by SUBRECIPIENT or its employees or agents to such Indemnified Party in connection with this Agreement. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and San Diego's costs of investigating any claims against San Diego.

6.2 **Duty to Defend; Notice of Loss.** SUBRECIPIENT acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 6.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 6.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to SUBRECIPIENT by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give SUBRECIPIENT prompt notice of any Loss under Section 6.1 and SUBRECIPIENT shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of SUBRECIPIENT if representation of such Indemnified Party by the counsel retained by SUBRECIPIENT would be inappropriate due to conflicts of interest between such Indemnified Party and SUBRECIPIENT. An Indemnified Party's failure to notify SUBRECIPIENT promptly of any Loss shall not relieve SUBRECIPIENT of any liability to such Indemnified Party pursuant to Section 6.1, unless such failure materially impairs SUBRECIPIENT's ability to defend such Loss. SUBRECIPIENT shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if SUBRECIPIENT contends that such Indemnified Party shares in liability with respect thereto.

6.3 **Incidental and Consequential Damages.** Losses covered under this Article 6 shall include any and all incidental and consequential damages resulting in whole or in part from SUBRECIPIENT's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.

6.4 **LIMITATION ON LIABILITY OF SAN DIEGO.** CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS, THE GRANT PLAN OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 7

EVENTS OF DEFAULT AND REMEDIES; TERMINATION FOR CONVENIENCE

7.1 **Events of Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:

(a) **False Statement.** Any statement, representation, certification or warranty contained in this Agreement, in any Reimbursement Request, or in any other document submitted to the UASI Management Team or to City under this Agreement is found by the UASI Management Team or by City to be false or misleading.

(b) **Failure to Perform Other Covenants.** SUBRECIPIENT fails to perform or breaches any provision or covenant of this Agreement to be performed or observed by SUBRECIPIENT as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due.

(c) **Failure to Comply with Applicable Laws.** SUBRECIPIENT fails to perform or breaches any of the terms or provisions of Article 12.

(d) **Voluntary Insolvency.** SUBRECIPIENT(i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of SUBRECIPIENT or of any substantial part of SUBRECIPIENT's property or (v) takes action for the purpose of any of the foregoing.

(e) **Involuntary Insolvency.** Without consent by SUBRECIPIENT, a court or government authority enters an order, and such order is not vacated within ten (10) days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to SUBRECIPIENT or with respect to any substantial part of SUBRECIPIENT's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of SUBRECIPIENT.

7.2 **Remedies upon Event of Default.** Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:

(a) **Termination.** City may terminate this Agreement by giving a written termination notice to SUBRECIPIENT and, on the date specified in such notice, this Agreement shall terminate and all rights of SUBRECIPIENT hereunder shall be extinguished. In the event of such termination, City will pay SUBRECIPIENT for Authorized Expenditures in any Reimbursement Request that was submitted and approved by the UASI Management Team and by City prior to the date of termination specified in such notice.

(b) **Withholding of Grant Funds.** City may withhold all or any portion of Grant Funds not yet disbursed hereunder, regardless of whether SUBRECIPIENT has previously submitted a Reimbursement Request or whether the UASI Management Team and/or City has approved the disbursement of the Grant Funds requested in any Reimbursement Request. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to SUBRECIPIENT after cure of applicable Events of Default shall be disbursed without interest.

(c) **Return of Grant Funds.** City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by SUBRECIPIENT in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.

7.3 **Termination for Convenience.**

(a) City shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. City shall exercise this option by giving SUBRECIPIENT written notice of termination. The notice shall specify the date on which termination shall become effective.

(b) Upon receipt of the notice, SUBRECIPIENT shall commence and perform, with diligence, all actions necessary on the part of SUBRECIPIENT to effect the termination of this Agreement on the date specified by City and to minimize the liability of SUBRECIPIENT and City to third parties as a result of termination. All such actions shall be subject to the prior approval of the UASI Management Team.

(c) Within 30 days after the specified termination date, SUBRECIPIENT shall submit to the UASI Management Team an invoice for all Authorized Expenses incurred through the termination date. For Authorized Expenses incurred after receipt of the notice of termination, City will only reimburse SUBRECIPIENT if the Authorized Expenses received prior approval from the UASI Management Team as specified in subparagraph (b).

(d) In no event shall City be liable for costs incurred by SUBRECIPIENT or any of its contractors after the termination date specified by City.

(e) City's payment obligation under this Section shall survive termination of this Agreement.

7.4 **Remedies Nonexclusive.** Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

**ARTICLE 8
ASSIGNMENTS**

8.1 **No Assignment by SUBRECIPIENT.** SUBRECIPIENT shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or obligations of SUBRECIPIENT hereunder without the prior written consent of the UASI Management Team. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of SUBRECIPIENT involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of SUBRECIPIENT or a sale or transfer of substantially all of the assets of SUBRECIPIENT shall be deemed an assignment for purposes of this Agreement.

8.2 **Agreement Made in Violation of this Article.** Any agreement made in violation of Section 8.1 shall confer no rights on any person or entity and shall automatically be null and void.

8.3 **SUBRECIPIENT Retains Responsibility.** SUBRECIPIENT shall in all events remain liable for the performance by any contractor, or assignee of all of the covenants, terms and conditions in this Agreement.

**ARTICLE 9
NOTICES AND OTHER COMMUNICATIONS**

9.1 **Requirements.** Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered or (c) sent via facsimile (if a facsimile number is provided below):

If to City of San Diego Office of Emergency Services UASI Management Team:

San Diego Office of Emergency Services
9601 Ridgeway Court, MS 1101C
San Diego, CA 92123
Attn: Megan Beall, Program Manager
Facsimile No.: (619) 533-6786

If to SUBRECIPIENT:

OFFICE	City of Lemon Grove
ADDRESS	7853 Central Avenue
CITY, STATE, ZIP	Lemon Grove, CA 91945
ATTN	Fire Chief and Grants Manager
FACSIMILE	(619) 825-3844

9.2 **Effective Date.** All communications sent in accordance with Section 9.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent via hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; or (c) if sent via facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice.

9.3 **Change of Address.** From time to time any party hereto may designate a new address or recipient for notice for purposes of this Article 9 by written notice to the other party and the UASI Management Team.

ARTICLE 10 MISCELLANEOUS

10.1 **No Waiver.** No waiver by San Diego of any default or breach of this Agreement shall be implied from any failure by the UASI Management Team or San Diego to take action on account of such default if such default persists or is repeated. No express waiver by San Diego shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by San Diego of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by the UASI Management Team of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.

10.2 **Modification.** This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement; provided, however, that the Program Manager or designee may establish alternate procedures for modification of the Grant Plan.

10.3 **Governing Law; Venue.** The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Diego.

10.4 **SUBRECIPIENT to Pay All Taxes.** SUBRECIPIENT shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Plan, the Grant Funds or any of the activities contemplated by this Agreement.

10.5 **Headings.** All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.

10.6 **Entire Agreement.** This Agreement sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. The following Appendices are attached to and a part of this Agreement:

- Appendix A, SUBRECIPIENT Award Letter
- Appendix B, Grant Assurances
- Appendix C, Form of Reimbursement Request
- Appendix D, Performance Period Extension Request

10.7 **Certified Resolution of Signatory Authority.** Upon request of San Diego, SUBRECIPIENT shall deliver to San Diego a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the appropriate authorized representative of SUBRECIPIENT.

10.8 **Severability.** Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the

validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 **Successors; No Third-Party Beneficiaries.** Subject to the terms of Article 8, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 6, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.

10.10 **Survival of Terms.** The obligations of SUBRECIPIENT and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement: Sections 4.3 and 4.4, Article 6, this Article 10, and the Grant Assurances of Appendix B.

10.11 **Further Assurances.** From and after the date of this Agreement, SUBRECIPIENT agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.

10.12 **Disclosure of Subawards and Executive Compensation.** Pursuant to the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282) as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (P.L. 110-252), full disclosure to the public of entities or organizations receiving federal funds is now required. As defined by the Office of Management and Budget (OMB), all new Federal awards of \$25,000 or more as of October 1, 2010, are subject to FFATA reporting requirements. The Transparency Act definition of “Federal awards” includes not only prime awards for grantees, cooperators, and contractors, but also awards to sub-recipients. If applicable, SUBRECIPIENT must provide the following information on SUBRECIPIENT letterhead within 30 days of receipt of this Agreement.

1. The Total compensation and names of the top five executives if:
 - a) 80% or more of annual gross revenues are from Federal awards (contracts, sub-contracts and Federal financial assistance), and \$25,000,000 or more in annual gross revenues from Federal awards; and,
 - b) Compensation information is not already available through reporting to the Securities and Exchange Commission.

10.13 **Cooperation with UASI Programs and Activities.**

(a) Subject to reasonable terms and conditions, SUBRECIPIENT agrees to participate in UASI-sponsored exercises, and to make available equipment acquired with Grant Funds for use as part of such exercises.

(b) To the extent permitted by law, SUBRECIPIENT agrees to share with the Approval Authority informational work products (such as plans, reports, data, etc.) created or acquired using Grant Funds.

(c) To appropriately recognize the regional collaborative nature of grant funded planning projects, all groups, individuals and jurisdictions who contributed to and/or participated in the planning process shall be properly and clearly acknowledged in the final deliverable.

ARTICLE 11 INSURANCE

11.1 **Types and Amounts of Coverage.** Without limiting SUBRECIPIENT's liability pursuant to Article 6 of this Agreement, SUBRECIPIENT shall maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

11.2 **Additional Requirements for General and Automobile Coverage.** Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(a) Name as Additional Insured the City and County of San Diego, its Officers, Agents, and Employees.

(b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

11.3 **Additional Requirements Regarding Workers' Compensation.** Regarding Workers' Compensation, SUBRECIPIENT hereby agrees to waive subrogation which any insurer of SUBRECIPIENT may acquire from SUBRECIPIENT by virtue of the payment of any loss. SUBRECIPIENT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the SUBRECIPIENT, its employees, agents and subcontractors.

11.4 **Additional Requirements for All Policies.** All policies shall provide thirty days' advance written notice to the City of reduction or nonrenewal of coverages or cancellation of coverages for any reason. Notices shall be sent to the City address in Article 9, Notices and Other Communications.

11.5 **Required Post-Expiration Coverage.** Should any of the required insurance be provided under a claims-made form, SUBRECIPIENT shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

11.6 **General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs.** Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

11.7 **Lapse in Insurance.** Should any required insurance lapse during the term of this Agreement, requests for reimbursement originating after such lapse may not be processed, in the City's sole discretion, until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

11.8 **Evidence of Insurance.** Before commencing any operations or expending any Grant Funds under this Agreement, SUBRECIPIENT shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

11.9 **Effect of Approval.** Approval of the insurance by City shall not relieve or decrease the liability of SUBRECIPIENT hereunder.

11.10 **Insurance for Subcontractors and Evidence of this Insurance.** If a subcontractor will be used to complete any portion of this Agreement, SUBRECIPIENT shall ensure that the subcontractor shall provide all necessary insurance and shall name the City and County of San Diego, its officers, agents and employees and the SUBRECIPIENT as additional insureds.

11.11 **Authority to Self-Insure.** Nothing in this Agreement shall preclude SUBRECIPIENT from self-insuring all or part of the insurance requirement in this Article. However, SUBRECIPIENT shall provide proof of self-insurance, in a form acceptable to San Diego, in the amounts of each line of self-insurance.

ARTICLE 12 COMPLIANCE

12.1 **Nondiscrimination.** In the performance of this Agreement, SUBRECIPIENT agrees not to discriminate against any employee, San Diego employee working with SUBRECIPIENT, applicant for employment with SUBRECIPIENT, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

12.2 **Conflict of Interest.** Through its execution of this Agreement, SUBRECIPIENT acknowledges that it is familiar with the provisions of Section 87100 et seq. and Section 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify City if it becomes aware of any such fact during the term of this Agreement. SUBRECIPIENT agrees that it will promptly notify City in writing of all violations of State or Federal criminal law involving fraud, bribery, or gratuities affecting or involving the use of Grant Funds.

12.3 **Compliance with ADA.** SUBRECIPIENT acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. SUBRECIPIENT shall not discriminate against any person protected under the ADA in connection with all or any portion of the Grant Plan and shall comply at all times with the provisions of the ADA.

12.4 **Compliance with Assembly Bill 481** Assembly Bill 481 (AB-481), codified in California Government Code sections 7070 – 7075, requires law enforcement agencies to obtain approval of the applicable governing body (Mayor, City Council, Board of Supervisors, etc.) by adoption of a military equipment use policy, prior to acquiring, seeking funding for, continuing to use, or collaborating with another law enforcement agency in the use of military equipment, as defined. AB-481 also requires publication of a military equipment use procedure and the annual military equipment report on the Agency's website.

By accepting grant funds, SUBRECIPIENT acknowledges and certifies compliance with AB-481.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY OF SAN DIEGO:

SUBRECIPIENT:

By:

By:

MEGAN BEALL
PROGRAM MANAGER
OFFICE OF EMERGENCY SERVICES

SUBRECIPIENT
LYDIA ROMERO
CITY MANAGER

Federal Tax ID #: 95-3144560

Approved as to Form:

Mara W. Elliott
City Attorney

By: _____
Deputy City Attorney

Appendix A — SUBRECIPIENT Award Letter



April 8, 2022

Lydia Romero
City Manager
City of Lemon Grove
7853 Central Ave
Lemon Grove, CA 91945

SUBJECT: NOTIFICATION OF SUBRECIPIENT AWARD APPROVAL
FY 2021 Homeland Security Grant Program
Grant# 2021-0081 Cal OES ID# 073-66000
Subrecipient Performance Period: September 1, 2021 to December 31, 2023

Subrecipient:

The San Diego Office of Emergency Services (SD OES) has approved your FY21 Urban Area Security Initiative (UASI) award.

Activities:	Amount:	Reimbursement Claim Due Date:
All Projects	\$ 2,037	
Project 021 Goal 3 Training, Exercises and Conferences ²	\$ 2,037	December 15, 2023

² Training Conduct and Participation funds are limited to approved courses (see Attachment A).

During the application process, the Regional Technology Partnership (RTP) vetted and the Urban Area Working Group (UAWG) approved your project(s). Throughout the grant cycle, SD OES will use performance milestones set in the Homeland Security Grant Program (HSGP) application as indicators of performance and this information may be used in assessing future competitive grant applications. All activities funded with this award must be completed within the subrecipient performance period.

You are required to comply with all applicable federal, state, and local environmental and historic preservation (EHP) requirements. Additionally, Aviation/Watercraft requests, projects requiring EHP review, federal schedule and sole source procurement requests, regardless of dollar amount, require prior approval from SD OES and the California Governor's Office of Emergency Services (Cal OES). Subrecipients must obtain written approval for these activities prior to incurring any costs, in order to be reimbursed for any related costs under this grant. Subrecipients are required to obtain a performance bond for any equipment item over \$250,000 or any vehicle, aircraft, or watercraft that has been paid with HSGP funds prior to receiving the final product(s). Performance bonds must be submitted to your UASI Program

April 8, 2022
Page 2

Representative no later than the time of reimbursement. Additionally, Cal OES prior approval is required for all HSGP-funded noncompetitive procurements of training, regardless of the dollar amount, per GMM 2017-01-A.

Following acceptance of this award, you must sign and return the SD OES Memorandum of Understanding (MOU) as well as the Cal OES standard assurances. Once your completed MOU and standard assurances are signed and received by our office, you may request reimbursement of eligible grant expenditures.

Your agency must coordinate with SD OES to prepare and submit quarterly projections and milestone reporting via email so that SD OES can comply with the semi-annual BSIR reporting for the duration of the grant period or until you complete all activities and the grant is formally closed. Failure to submit required reports could result in grant reduction, suspension, or termination.

This grant is subject to all provisions of 2 CFR Part 200. Any funds received in excess of current needs, approved amounts, or those found owed as a result of a final review or audit, must be refunded to SD OES within 30 days upon receipt of an invoice from SD OES.

Your dated signature is required on this letter. Please sign and return the original to your UASI Program Representative at 9601 Ridgehaven Court, San Diego CA 92123 within 20 days of receipt and keep a copy for your files.

For further assistance, please feel free to contact your SD OES UASI Program Representative at (619) 533-6758.

Sincerely,



Megan Beall
Program Manager
City of San Diego Office of Emergency Services



Lydia Romero, City Manager
City of Lemon Grove

April 18, 2022
Date

Appendix B—HSGP Standard Assurances

Name of Jurisdiction: City of Lemon Grove
Name of Authorized Agent: Lydia Romero Address: 7853 Central Avenue
City: Lemon Grove State: California Zip Code: 91945
Telephone Number: (619) 825-3800
Fax Number: (619) 825-3818 E-Mail Address: lromero@lemongrove.ca.gov

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the [Office of Management and Budget \(OMB\)](http://www.whitehouse.gov/omb/) and can be found at <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain written authorization from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body; and
- (d) The official executing this agreement is, in fact, authorized to do so.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101- 12213);
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (m) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (m), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation,

marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code §§12940, 12945, 12945.2), military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);
- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker’s Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c)
- (d) Assist the awarding agency in assuring compliance with Section 106 of the
- (e) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (f) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity’s grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) – PROGRAM SPECIFIC
ASSURANCES / CERTIFICATIONS**

21. Reporting Accusations and Findings of Discrimination

If during the past three years the recipient has been accused of discrimination on any basis the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS Financial Assistance Office and the DHS Office for Civil Rights and Civil Liberties (CRCL) by e-mail at CRCL@hq.dhs.gov or by mail at U.S. Department of Homeland Security, Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, D.C. 20528.

In the courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or the recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Financial Assistance Office and the CRCL by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

22. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

23. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

24. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

25. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

26. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

27. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

28. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

29. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.

§ 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

30. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

31. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

32. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

35. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

36. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

37. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the [Department of Homeland Security Standard Terms and Conditions 2018, Version 8 .1](https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions), hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Cover Sheet (Invoice)
Office of Emergency Services
FY21 Urban Area Security Initiative Grant Program
Award #2021-0081
CalOES ID #073-66000 CFDA #97.067

Reimbursement Request (Invoice)# _____

Mail Reimbursement Request To: _____ **Date:** _____

City of San Diego _____ **Agency:** _____

Office of Emergency Services

Attn: Grants Management Section **Unique Entity ID (UEI):** _____

9601 Ridgehaven Ct, MS 1101C

San Diego, CA 92123

Expenditure Period: _____

Type of Expenditure	Project #	Reimbursement Requested
Equipment		
Training		
Planning		
Organization		
Exercise		
Total		\$ -

For questions regarding this reimbursement request contact

Name _____

Phone _____

Email _____

Remittance Address (Address check will be mailed to)

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

City of San Diego Office of Emergency Services FY21 Urban Area Security Initiative Grant

Grant: FY21 UASI Grant #2021-0081
CalOES #073-66000 CFDA #97.067

Supporting Information for Cash Request

Cash Request #	_____	through	_____
	(Performance Period Start Date)		(Performance Period End Date)
Cash Request Amount	_____	Unique Entity ID (UEI)#	_____

Under Penalty of Perjury I certify that:

The total amount of funds requested pursuant to this Reimbursement Request will be used to reimburse SUBRECIPIENT for Authorized Expenditures, which expenditures are set forth on the attached Cover Sheet, to which are attached true and correct copies of all required documentation of such expenditures.

After giving effect to the disbursement requested pursuant to this Reimbursement Request, the Funds disbursed as of the date of this disbursement will not exceed the maximum amount set forth in Appendix A of this agreement for specific projects and programs.

The representations, warranties and certifications made in the Agreement are true and correct in all material respects as if made on the date hereof, and SUBRECIPIENT is in compliance with all Grant Assurances in Appendix B of the Agreement. Furthermore, by signing this report, SUBRECIPIENT certifies to the best of their knowledge and belief that the report is true, complete and accurate and expenditures, disbursements, and cash receipts are for the purpose and objectives set forth in the terms and conditions of the federal award. SUBRECIPIENT is aware that any false, fictitious or fraudulent information or the omission of any material fact, may subject SUBRECIPIENT to criminal civil or administrative penalties for fraud, false statements, false claims or otherwise.

No Event or Default has occurred and is continuing.

The undersigned is an officer of SUBRECIPIENT authorized to execute this Reimbursement Request on behalf of SUBRECIPIENT.

Printed Name: _____ Phone Number: _____

Title: _____ Email Address: _____

Mailing Address: _____

Remittance Address: _____

Signature _____ Date: _____

Mail Reimbursement Request To:

City of San Diego Office of Emergency Services
Grants Management Section
9601 Ridgehaven Ct, MS 1101C
San Diego, CA 92123

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Office of Emergency Services
 FY21 Urban Area Security Initiative Grant Program
 Training/Exercise Costs Detail Worksheet

Jurisdiction: _____ Expenditure Period: _____
 Date: _____

Grant: FY21 UASI Grant #2021-0081
 CalOES #073-66000 CFDA #97.067

Course	Delivery (Tuition / Registration / Materials)	Overtime & Backfill	Travel (Minus Tuition / Registration / Materials)	Total
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Total	\$ -	\$ -	\$ -	\$ -

Attendee Breakdown by Discipline									
EMA	EMS	FS	GA	HZ	LE	PH	PSC	PW	Total
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
									0
0	0	0	0	0	0	0	0	0	0

NOTE: O.T. fringe benefits are limited to FICA, Worker's Compensation and Unemployment Compensation. Each jurisdiction must ensure that reimbursement requests do not include any other O.T. fringe benefit expenditures. Other fringe benefit costs must be absorbed by the jurisdiction.

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Office of Emergency Services FY21 Urban Area Security Initiative Grant Program CONSULTANT / CONTRACTOR											
Grant: FY21 UASI Grant #2021-0081 CalOES #073-66000 CFDA #97.067											
Cash Request #						through					
						(Performance Period Start Date) (Performance Period End Date)					
Project Number	Consulting Firm	Project & Description of Services	Deliverable	Discipline	Solution Area	Expenditure Category	Period of Expenditure	Billable Hour Breakdown			Total Charged to Grant
								Total Salary & Benefits Charged for this Reporting Period	Hourly/Billing Rate	Total Project Hours	
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

FY21 Urban Area Security Initiative Grant Program
PERSONNEL

Grant: FY21 UASI Grant #2021-0081
CalOES #073-66000 CFDA #97.067

Cash Request #

through
Claim Period of Expenditure Start Date (Claim Period of Expenditure End Date)

Project Number	Employee Name	Backfilling For	Project/Deliverable	Discipline	Solution Area	Period of Expenditure	Billable Hour Breakdown				Total Charged to Grant
							Total Salary & Benefits Charged for this Reporting Period	Hourly Rate	Overtime Rate	Total Project Hours	
							\$ -				\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -
											\$ -

Appendix C -- Form of Reimbursement Request

REIMBURSEMENT REQUEST

Per Diem Expenses for (Employee Name) (Name of Event)

Date															Total
Breakfast															-
Lunch															-
Dinner															-
Snack															-
Tips															-
Total Meals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
GSA Per Diem Meals & Inc Exp. Max															-
Reimbursable Meal Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Lodging Paid including taxes and fees															-
GSA Per Diem Lodging (excluding taxes & fee)															-
Reimbursable Lodging w taxes and fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Mileage															-
Airfare															-
Registration															-
Parking															-
Taxi															-
Total Reimbursable for	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Reimbursable for														-	
Total Reimbursable for Claim															-

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

City of San Diego Office of Emergency Services

PERFORMANCE PERIOD EXTENSION REQUEST

Subrecipient Name: _____

UASI FY: _____

Project:

Project Title:

Total Amount Allocated:

Amount Expended:

Original Performance Period Deadline:

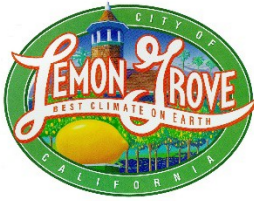
Requested New Performance Period Deadline (final reimbursement claim due on this date):

1. Describe the details of the project:
2. What is the current status of the project?
3. Please provide a timeline as to how you will meet the new requested date:
4. How have you analyzed your errors in the initial timeline? What are the reasons why the project is late?
5. How have you improved your planning and project management process to avoid future delays if this request is granted? What plans and documentation do you have in place to guarantee the requested deadline will be met?
6. List and describe all equipment with costs and AEL #s:

Equipment & Description	Cost	AEL number
PROJECT A:		
TOTAL		
PROJECT B:		
TOTAL		

APPENDIX D – PERFORMANCE PERIOD EXTENSION REQUEST

PROJECT D:		
TOTAL		
PROJECT E:		
TOTAL		
PROJECT G:		
TOTAL		
All Investments TOTAL		



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.H
Meeting Date: July 19, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Audrey Malone, City Clerk
 amalone@lemongrove.ca.gov
Item Title: **Gubernatorial General Election Tuesday, November 8, 2022**

Recommended Action: 1) Adopt a resolution (**Attachment A**) calling and giving notice of the General Municipal Election on Tuesday, November 8, 2022, for two City Councilmember seats and determining tie vote by lot; 2) Adopt a resolution (**Attachment B**) requesting consolidation of the General Municipal Election with the Gubernatorial Election and requesting services of the San Diego Registrar of Voters; and 3) Adopt a resolution (**Attachment C**) establishing regulations for Candidate Statements.

Should the City Council prefer to conduct a special Runoff Election to resolve a tie vote, a resolution is necessary and will need to be brought back to Council for adoption prior to the election.

Summary: A General Municipal Election will be held in the City of Lemon Grove on Tuesday, November 8, 2022. The purpose of the election is to elect two Members of the City Council, each serving a full four-year term. The attached resolutions are needed to take required action calling the election, and determining how tie votes are resolved, as well as requesting consolidation of the election with the Gubernatorial Election and requesting services of the County Registrar of Voters, and lastly to establish regulations for candidate statements.

Discussion:

Gubernatorial General Municipal Election

The City will be holding a General Municipal Election on Tuesday, November 8, 2022, for the purpose of electing two Members of the City Council for the full

term of four years for the expiring terms of incumbents Jerry Jones and Jennifer Mendoza respectively.

The nomination period is Monday, July 18, 2022 through Friday, August 12, 2022 at 5:00 p.m. or through Wednesday, August 17, 2022 at 5:00 p.m. if any incumbent does not file for office.

Tie Vote

The attached resolution (**Attachment B**) includes the default for determining tie votes to be resolved by lot. However, the City Council does have the option to determine tie votes for a special runoff election, but only if a resolution is adopted prior to the election.

Elections Code § 15651 (a) provides that in the event two or more persons receive an equal and the highest number of votes determined by canvass of the returns or upon a recount by a court, the election board (City Council) shall determine a tie vote by lot. The City Council would summon the candidates who have received the tie votes to appear before them at a time and place designated by them.

By lot methods are tossing a coin, drawing straws, drawing from a hat or envelope, or similar method.

If the City Council would prefer to hold a special runoff election in the case of tie votes, a resolution must be adopted with such provisions prior to the election. With direction from the City Council, a resolution will be prepared for consideration at a subsequent meeting prior to the election. A special runoff election would be costly and at the expense of the City.

Registrar of Voter Services

Elections Code § 10403 provides whenever an election called by a City for the submission of office(s) to be filled is to be consolidated with a statewide election and is to appear upon the same ballot as that provided for the statewide election, the City shall file a resolution (**Attachment C**) of the City Council making the request with the Board of Supervisors and Registrar of Voters. The resolution also requests authorization for San Diego County Registrar of Voters to render election services to the City in accordance with Elections Code § 10002 with related expenses to be paid by the City.

The election services include preparing and furnishing voter information pamphlets, ballots, notices, and printed matter to the registered voters in the City of Lemon Grove, supplies, election equipment and assisting the City, as well as canvassing the election returns.

The Registrar of Voters Office has estimated the cost projection of the November 2022 Gubernatorial General Election for two Councilmember seats based on two candidates running for each office is \$20K - \$35K. Many factors go into the cost of an election consolidated by the County including how many cities in the County participate, number of seats open, ballot measures etc.,. In addition, The County of San Diego Board of Supervisors approved the county's transition to a vote center model under the Voters Choice Act on October 19, 2021. With the introduction of the Voter's Choice Act, vote centers replace traditional polling places and are open throughout the county for an extended period before Election Day. Rather than a single day of service, poll workers are now needed to staff vote centers up to 11 days in the two weeks before Election Day.

Candidate Statements

Elections Code § 13307 provides that the City Council adopt regulations pertaining to materials prepared by any candidate for a Municipal Election, including costs. The attached resolution (**Attachment C**) sets the candidate statement at no more than 200 words of the candidate's education and qualifications. The statement shall not include party affiliation nor membership or activity in partisan political organizations. The statement shall be typed in uniform size and darkness and with uniform spacing.

The statement is filed at the same time as the nomination paper. A deposit of \$1500.00 will be required for the Candidate Statements, a fee that the County passes onto the City. The Registrar of Voters estimates this cost based on the number of registered voters (16,066) within the City, they do expect that number to increase for the November 2022 Election. The estimated cost is all inclusive to include complete language translations into federal mandated languages (Spanish, Chinese, Filipino and Vietnamese). They also advised that vendors are experiencing supply chain issues that are affecting the cost of paper which cannot be determined at this time. Should the County determine that the cost of candidate statements be greater than \$1500.00, the candidate will be charged the difference, should it be less than \$1500.00 the candidate will receive a refund for the difference. In addition, a Candidate Filing Fee of \$25.00 will be paid to the City of Lemon Grove as per Lemon Grove Municipal Code Section 9.08.030 Campaign Statements and Filing Fees. The \$25.00 Filing Fee is non-refundable.

Environmental Review:

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

Fiscal Impact: The Registrar of Voters has estimated election costs for two Members of the City Council based on two candidates running for each office to be \$20K - \$35K. The more candidate running for office will increase this cost.

Public Notification: Notice calling the Election was published in accordance with state law.

Staff Recommendation: 1) Adopt a resolution (**Attachment A**) calling and giving notice of the General Municipal Election on Tuesday, November 8, 2022, for two City Councilmember seats and determining tie vote by lot; 2) Adopt a resolution (**Attachment B**) requesting consolidation of the General Municipal Election with the Gubernatorial Election and requesting services of the San Diego Registrar of Voters; and 3) Adopt a resolution (**Attachment C**) establishing regulations for Candidate Statements.

Attachments:

Attachment A – Resolution Notice of Election and Determining Tie Votes

Attachment B – Resolution Requesting Consolidation and Requesting Services

Attachment C – Resolution Adopting Regulations for Candidate Statements

RESOLUTION NO. 2022 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 8, 2022 for the election of Municipal Officers; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Lemon Grove, California, on Tuesday, November 8, 2022, a General Municipal Election for the purpose of electing two (2) Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls (vote centers) for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls (vote centers) shall be closed, pursuant to Election Code § 10242, except as provided in §§ 14212, 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote (if any two or more persons receive an equal and the highest number of votes for an office) as certified by the County of Registrar of Voters, the City Council, in accordance with Election Code § 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot or in accordance with Election Code § 15651(b), shall conduct a special runoff election to resolve the tie vote and such special runoff election is to be held on a Tuesday not less than 40 days nor more than 125 days after the administrative or judicial certification of the election which resulted in a tie vote.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 10. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED AND ADOPTED on July 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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of called a Municipal Election to be held on Tuesday, November 8, 2022 for the purpose of the election of two (2) Members of the City Council, to serve a full term of four (4) years; and

WHEREAS, it is desirable that the General municipal election be consolidated with the Statewide General election to be held on the same date and that within the city the precincts, polling places (vote centers) and election officers of the two elections be the same, and that the county election department of the County of canvass the returns of the General Municipal Election and that the election be held in all respects as if there were only one election; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMON GROVE DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of § 10403 of the Elections Code, the Board of Supervisors of the County of is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General election on Tuesday, November 8 , 2022 ,for the purpose of the election of two (2) Members of the City Council, for a full term of four (4) years.

SECTION 2. That the county election department is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating the statewide or special election.

SECTION 3. That the Board of Supervisors is requested to issue instructions to the county election department to take any and all steps necessary for the holding of the consolidated election.

SECTION 4. That the City of Lemon Grove recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs.

SECTION 5. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the county election department of the County of San Diego.

SECTION 6. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED on July 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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

RESOLUTION NO. 2022-**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022**

WHEREAS, §13307 of the Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the candidates statement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. GENERAL PROVISIONS. That pursuant to §13307 of the Elections Code of the State of California, each candidate for elective office to be voted for at an Election to be held in the City of Lemon Grove, on Tuesday, November 8, 2022 may prepare a candidate's statement on an appropriate form provided by the City Clerk. The statement may include the name, age and occupation of the candidate and a brief description of no more than 200 words of the candidate's education and qualifications expressed by the candidate himself or herself. The statement shall not include party affiliation of the candidate, nor membership or activity in partisan political organizations. The statement shall be filed in typewritten form in the office of the City Clerk at the time the candidate's nomination papers are filed. The statement may be withdrawn, but not changed, during the period for filing nomination papers and until 5:00 p.m. of the next working day after the close of the nomination period.

SECTION 2. FOREIGN LANGUAGE POLICY.

A. Pursuant to the Federal Voting Rights Act, candidates statements will be translated into all languages required by the County of San Diego, California. The County is required to translate candidate's statements into the following languages: Spanish, Chinese, Tagalog, and Vietnamese.

B. The County will print and mail voter information guides and candidates statements to all voters in English, Spanish, Chinese, Tagalog, and Vietnamese or The County will mail separate voter information guides and candidates statements in English, Spanish, Chinese, Tagalog, and Vietnamese to only those voters who are on the county voter file as having requested a voter information guide in a particular language. The County will make the voter information guides and candidates statements in the required languages available at all polling places/ vote centers, on the County's website, and in the Election Official's office.

SECTION 3. PAYMENT.

A. Translations:

1. The candidate shall be required to pay for the cost of translating the candidates statement into any required foreign language as specified in (A) and/or (B) of Section 2 above pursuant to Federal and/or State law.

B. Printing

1. The candidate shall be required to pay for the cost of printing the candidates statement in English in the main voter pamphlet.

2. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required in (A) of Section 2 above, in the main voter pamphlet.

3. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language requested by the candidate per (B) of Section 2 above, in the main voter pamphlet.

4. The candidate shall be required to pay for the cost of printing the candidates statement in a foreign language required by (A) of Section 2 above, in the facsimile voter pamphlet.

The City Clerk shall estimate the total cost of printing, handling, translating, and mailing the candidate's statements filed pursuant to this section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each candidate filing a statement to pay in advance to the local agency his or her estimated pro rata share as a condition of having his or her statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the clerk is not bound by the estimate and may, on a pro rata basis, bill the candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the clerk may require the candidate to pay the balance of the cost incurred. In the event of overpayment, the clerk shall prorate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

SECTION 4. MISCELLANEOUS.

A) All translations shall be provided by professionally-certified translators.

B) The City Clerk shall allow bold type, underlining, capitalization, indentations, bullets, and leading hyphens to the same extent and manner as allowed in previous City elections.

C) The City Clerk shall comply with all recommendations and standards set forth by the California Secretary of State regarding occupational designations and other matters relating to elections.

SECTION 5. ADDITIONAL MATERIALS. No candidate will be permitted to include additional materials in the voter information guide.

SECTION 6. That the City Clerk shall provide each candidate or the candidate's representative a copy of this Resolution at the time nominating petitions are issued.

SECTION 7. That all previous resolutions establishing council policy on payment for candidates statements are repealed.

SECTION 8. That this resolution shall apply only to the election to be held on Tuesday, November 8, 2022 and shall then be repealed.

SECTION 9. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED AND ADOPTED on July 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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.I
Meeting Date: July 19, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: Finance
Staff Contact: Joseph Ware, Finance Manager
jware@lemongrove.ca.gov
Item Title: **Local Agency Investment Fund Authorization**

Recommended Action: Rescind Resolution 2020-3715 and adopt a resolution (**Attachment A**) authorizing participation in the California Local Agency Investment Fund (LAIF) and designating the City Manager, Finance Manager, and Accounting Analyst to serve as authorized staff agents.

Summary: The City utilizes the State's Local Agency Investment Fund (LAIF) to pool and invest cash on behalf of the City, Sanitation District, Lighting District, and Successor Agency. To participate in the fund, the City must have a valid resolution authorizing our activity. Due to staff changes in the past year, the titles of authorized staff members on the previous LAIF resolution are out of date and the State has requested the submission of an accurate resolution.

Environmental Review:

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

Fiscal Impact: None

Public Notification: None

Staff Recommendation: Rescind Resolution 2020-3715 and adopt a resolution authorizing participation in the California Local Agency Investment Fund (LAIF) and designating the City Manager, Finance Manager, and Accounting Analyst to serve as authorized staff agents.

Attachments:

Attachment A – Resolution

RESOLUTION NO. 2022- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council/Board of Directors, hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City/District,

NOW, THEREFORE, BE IT RESOLVED that the City Council/Board of Directors, hereby authorize the deposit and withdrawal of City/District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 ET. seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. Rescind Resolution 2020-3715, A Resolution of the City Council of the City of Lemon Grove, California, Authorizing Investment Monies in the Local Agency Investment Fund is rescinded and replaced by Resolution 2022-_____.

Section 2. The following City/District officers holding the title(s) specified herein below are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

Lydia Romero
City Manager

Joseph Ware
Finance Manager

Gina Zafico
Accounting Analyst

Section 3. This resolution shall remain in full force and effect until rescinded by City Council/Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

PASSED AND ADOPTED on July 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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.J
Meeting Date: July 19, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Steve Swaney, Fire Chief
sswaney@heartlandfire.org
Item Title: **Acceptance of Gary Sinise Foundation First Responders
Outreach Grant Award**

Recommended Action: Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting the Gary Sinise Foundation grant award and authorize the City Manager to execute agreements and/or grant documents as required in accordance with the granting agency.

Summary: The Gary Sinise Foundation, a private organization, has awarded the Fire Department with a \$26,241.95 purchase value for personal protective equipment (PPE). This includes PPE of four jackets, four pants, and 20 pairs of gloves for \$16,743.27 and a mobile dryer for \$9,498.68. This grant will help us purchase much-needed PPE and a dryer to properly dry the turnout gear.

Community and Impact Information

On July 11, 2022, the Department was notified that the grant was approved by the Gary Sinise Foundation. For this grant, the purchase will be made directly by the grantor and shipped to the grantee.

Discussion: In February of this year, staff requested and received permission to apply for a Gary Sinise Foundation First Responders Outreach grant for PPE, and a mobile dryer for turnouts worth a total value of \$24,972.63. The Gary Sinise Foundation is a private organization associated with the well-known actor. They have several programs, including Restoring Independence Supporting Empowerment (RISE), Relief and Resiliency, Community Outreach and Education, and the First Responders Outreach. The First Responders Outreach program has awarded over 380 grants to police, firefighters, and EMTs, has provided over 12,000 pieces of essential equipment, and has funded over 1,000 first responder training grants. Their mission states: "Freedom and security are precious gifts that we, as Americans, should never take for granted. We must do all we can to extend our hand in times of need to those who willingly sacrifice each day to provide

that freedom and security. While we can never do enough to show gratitude to our nation's defenders, we can always do a little more.”

For our Fire Department, the PPE allocation is approximately 1/2 to 1/3 per firefighter, in comparison to other local department PPE funding levels. While most of our firefighters do have a reserve set of turnouts, these are beginning to fail more and more frequently during their annual inspections. This need also extends to the care and maintenance of firefighting turnouts, with the need for a turnout dryer. Currently, turnouts are dried simply by draping them over doors. This low-end approach creates a delay in how quickly firefighters can put their turnouts back into service. In real time this means a difference of approximately 12 hours for a turnout to dry, versus about an hour. In the past four years we have purchased an extractor to wash the turnouts, but due to the maintenance costs on that equipment and other critical department needs, we have been unable to fund a proper dryer.

This award includes PPE of four jackets, four pants, and 20 pairs of gloves for \$16,743.27 and a mobile dryer for \$9,498.68. The cost of the dryer has increased since the initial quotation was obtained in February. The Gary Sinise Foundation has graciously agreed to pay the cost increase, for a total award of \$26,241.95.

Environmental Review:

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

Fiscal Impact: There is no direct fiscal impact to the City of Lemon Grove. No matching funds are required.

Public Notification: None.

Staff Recommendation: Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting the Gary Sinise Foundation grant award and authorize the City Manager to execute agreements and/or grant documents as required in accordance with the granting agency.

Attachments:

Attachment A – FY 2022 Resolution

Attachment B – Quotes/Invoices for Equipment

RESOLUTION NO. 2022-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, ACCEPTING GARY SINISE FOUNDATION FIRST RESPONDERS
OUTREACH GRANT FUNDS**

WHEREAS, the City of Lemon Grove is dedicated to providing high quality fire and EMS services to its citizens; and

WHEREAS, the Gary Sinise Foundation First Responders Outreach grant offers the opportunity to request funding for needed equipment; and

WHEREAS, the City of Lemon Grove Fire Department was awarded the grant in the amount of \$26,241.95; and

WHEREAS, the awarded funds will be used to provide personal protective equipment and a mobile turnout dryer;

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

1. Accepts the Gary Sinise Foundation First Responders Outreach grant.
2. Authorizes the City Manager to execute required grant documents and/or agreements in accordance with the granting agency.

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:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

Ph: 323-780-0254
 TF: 866-557-0254
 Fax: 714-522-5001
lasales@lncurtis.com
 UEI#: DDLSADSWN7U7



Attachment B
 Pacific South Division
 15523 Carmenita Road
 Santa Fe Springs, CA 90670
www.LNCurtis.com

REMIT PAYMENT TO:
 Dept. 34921
 P.O. Box 39000
 San Francisco, CA 94139

Invoice

SOLD TO:
 Lemon Grove City Fire Department
 3232 Main Street
 Lemon Grove CA 91945

SHIP TO:
 Lemon Grove City Fire Department
 3232 Main Street
 Lemon Grove CA 91945

INVOICE NO.	INVOICE DATE
PINV739254	07/12/2022

DATE DUE	TOTAL
08/11/2022	\$16,743.27

CUST ORDER/PO NO.	ORDERING PARTY	CUSTOMER NO.	SALESPERSON	ORDER CLASS
HEATHER MORRE SHEPPARD	CAPT. WILSON	C33447	Eric Eder	FR

NOTES & DISCLAIMERS

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. Any handlers or users of product should refer to applicable SDS prior to handling or utilizing the product. Applicable SDS are included with shipment of products. For other important product notices and warnings, or to request an SDS, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	4	EA	G-XTREME 3.0 JACKET - GLOBE CUSTOM	As follows: #1D262G1T *PER HEARTLAND SPECS. *GLOBE QUOTE #P102521-1G01 *SIZES TBD	\$1,889.75	\$7,559.00
2	4	PR	GPS GLOBE CUSTOM	As below: As below: #FD262G1T PANTS *PER HEARTLAND SPECS. *GLOBE QUOTE #P102521-1G01 *SIZES TBD	\$1,396.50	\$5,586.00
3	1	PR	FC-C1000-S FIRECRAFT	Small 70W INFERNO Gloves, Gauntlet	\$119.70	\$119.70
4	9	PR	FC-C1000-M FIRECRAFT	Medium 76N INFERNO Gloves, Gauntlet	\$119.70	\$1,077.30
5	9	PR	FC-C1000-L FIRECRAFT	Large 76W INFERNO Gloves, Gauntlet	\$119.70	\$1,077.30
6	1	PR	FC-C1000-XL FIRECRAFT	XLarge 82N INFERNO Gloves, Gauntlet	\$119.70	\$119.70

TERMS NET 30
 Service charge 1.5% per month added after 30 days

Subtotal	\$15,539.00
Tax Total	\$1,204.27
Transportation	\$0.00
Amount Due	\$16,743.27



4343 Viewridge Ave.
Suite A
San Diego, CA 92123

Quote

Attachment B

Quote # QT1550769
Date 02/04/2022
Expires 08/01/2022
Sales Rep Leightner, Scott
PO # PORTABLE DRYER RFQ
Shipping Method FedEx Ground
Customer City of Lemon Grove Fire Department
Customer # C48039

Bill To

CHIEF NELSON
 City of Lemon Grove Fire Department
 7853 Central Ave.
 Lemon Grove CA 91945
 United States

Ship To

CHIEF NELSON
 City of Lemon Grove Fire Department
 7853 Central Ave.
 Lemon Grove CA 91945
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
GROVES	P/N FHMD4P		P/N FHMD4P Custom GROVES FIREHOUSE MOBILE DRYER - 4 POSITION	1	\$7,924.53	\$7,924.53

CHIEF NELSON - PORTABLE DRYER QUOTE. THANK YOU!

Subtotal \$7,924.53
Shipping Cost \$960.00
Tax Total \$614.15
Total \$9,498.68

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1550769



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2.
Meeting Date: July 19, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: Community Development Department
Staff Contact: Takuma Easland, Assistant Planner
teasland@lemongrove.ca.gov

Item Title: **Public Hearing to Consider an Appeal of the Planning Commission's Decision to deny Planned Development Permit No. PDP-210-0001; A Request to Construct a 2,688 Square Foot Construction Warehouse at an Existing Vacant Lot Located at 3450 West Street in the General Commercial – Heavy Commercial (GC-HC) Zone**

Recommended Action:

- 1) Conduct the public hearing;
- 2) Receive Public Comment; and
- 3) Adopt a resolution either approving (**Attachment A**) or denying (**Attachment B**) an appeal of the Planning Commission decision to deny Planned Development Permit PDP-210-0001 to construct a 2,688 Square Foot Construction Warehouse at an Existing Vacant Lot Located at 3450 West Street in the General Commercial – Heavy Commercial (GC-HC) Zone.

Summary: On March 1, 2021, the applicant submitted Planned Development Permit (PDP) application No. PDP-210-0001 and after three review cycles, the PDP application was deemed complete on June 9, 2022. The PDP application requests approval to construct a 2,688 sq. ft. construction warehouse at an existing vacant lot located at 3450 West St. in the General Commercial – Heavy Commercial (GC-HC) zone. The project, as proposed and conditioned in the resolution (**Attachment A**), complies with applicable general plan policies Municipal Code regulations.

On June 27, 2022, the Planning Commission (PC) denied the applicant's project based on the finding that the development is not consistent with general plan policies related to the Special Treatment Area III, Regional Commercial overlay zone. Pursuant to Lemon Grove

Municipal Code (LGMC) 2.36.070, the City Council shall hear appeals from PC decisions. An appeal of the PC decision to deny PDP-210-0001 was filed by the applicant, Robert Adatto (Applicant) on July 6, 2022.

Background: An application for a General Plan Amendment (GPA06-002), a Zoning Amendment (ZA06-0002), and Planned Development Permit (PDP06-011) was submitted on August 18, 2006 to authorize the construction of a 2,036 contractor office/storage building and outdoor storage yard on a vacant property located at 3450 West St. The application was deemed complete on March 27, 2008 and subsequently approved by City Council on June 3, 2008.

On September 22, 2009, the applicant applied for a building permit (B00-900-276) which later expired. The applicant then applied for a Substantial Conformance Review (SCR) of PDP06-011 on February 6, 2012, to add an additional 530 sq. ft. to the allowed construction. The SCR as well as a two year time extension of PDP06-011 were approved on March 1, 2012.

On March 3, 2014, the applicant applied for building permit B14-000-0022 which also expired. As PDP06-011 had expired in 2014, the applicant applied for another PDP (PDP-210-0001) to authorize the construction of a 2,688 sq. ft. construction warehouse on March 1, 2021.

Discussion: The proposed PDP application requests approval to construct a single-story 2,688 sq. ft. contractor's storage warehouse at an existing vacant lot located at 3450 West St. in the General Commercial – Heavy Commercial (GC-HC) zone. Within the warehouse, and included in the 2,688 square foot calculation, is a 190 square foot office space. 3450 West St. is located within the Special Treatment Area (STA) III, Regional Commercial, overlay district. LGMC Section 17.20.010 requires a PDP for all new developments in this STA.

Site and Project Description

The subject of the Planned Development Permit (PDP) application is the 17,392 square foot (0.40 acre) parcel addressed as 3450 West Street. The property is located on the west side of West Street between Broadway and North Avenue. The vacant lot is rectangular and relatively flat. 3450 West Street is approximately 0.5 miles west of the Lemon Grove Depot trolley station. Immediately surrounding land uses consist of an auto repair shop and multi-family residential to the north, Food 4 Less to the east, commercial businesses to the south, and a pet hospital and body shop to the west. The site is currently vacant save for a small shed which will be demolished.

On the western edge of the property is an existing 22'6" stormwater easement that curves and narrows along the northern property line. A 10 foot sewer easement exists along the southern property line and a 10 foot dedication for public right-of-way is provided along the eastern property line front on West Street, as required under LGMC Section 12.10.050.

The proposed warehouse building is a Type V wood frame construction single story 2,688 square foot building 26'3" in height. The lower half of the proposed warehouse has a brick veneer and stucco siding while the top half has vertical metal siding painted in a neutral color. The windows are adorned with awnings and louvered shade projections. The warehouse has a standing seam metal roof. In addition to the warehouse, the project proposes a 2,198 square foot concrete pad, five off-street parking spaces, a metal picket fence with three telescopic electric gates, sidewalk improvements, and 2,627 square feet of landscaping along the property lines.

Municipal Code

The proposed project is located within the mixed General Commercial – Heavy Commercial (GC-HC) zone. The General Commercial (GC) zoning district in Section 17.16.070 is available to auto-oriented, generally large-scale businesses and activities offering retail goods and services meant to serve the needs of local and regional shoppers. The Heavy Commercial (HC) zoning district in Section 17.16.080 is available to heavier, more obtrusive types of retail, semi-industrial, and service uses that do not require pedestrian traffic or high visibility, and are not compatible with consumer-oriented retail activities.

LGMC Section 17.16.070 (E) (14) defines “warehouse” as uses engaged in bulk storage as well as storage by individuals in separate storage compartments. “Warehouse” uses are a permitted use in the HC zone and require a Conditional Use Permit (CUP) in the GC zone. The proposed project is also located within STA III, Regional Commercial overlay zone. The STA III overlay zone described in LGMC Section 17.16.070 (F) is planned for continued redevelopment with large retail stores. Uses within this STA shall serve both local residents and attract shoppers from adjacent communities. Until new land use regulations are developed to implement the regional commercial policies of the general plan, land use will be governed by the regulations of the zoning categories currently in place. The applicant stated that the warehouse building could be converted to retail use at some point in the future.

According to LGMC Section 17.16.070 (F) (1), within STA III, a PDP is required for all development regardless of the size of the property, the intensity of the proposed activity, or the size of proposed structures.

Development Standards

LGMC Sections 17.16.070(G) outlines basic standards which are applicable to all land and structures in the GC zoning district. The following table compares the standards for the GC and HC zones and the project’s conformance to those standards.

Criteria	GC Standards	HC Standards	Project (Exhibit A)
Minimum Yards (Setbacks)	Front: 25 ft. Side: No minimum Rear: 15 ft.	Front: 20 ft. Side: No minimum Rear: No minimum	Front: 29 ft. 11 in. Side: 10 ft. (south) / 84 ft. (north) Rear: 22 ft. 6 in.
Maximum Building Height	30 ft.		26 ft., 3 in
Maximum Building Coverage	35%	40%	15%
Off-Street Parking	One space per 500 sq. ft. of floor area = 5 spaces		5 spaces

The proposed project complies with these development standards.

Traffic

The *Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region (SANDAG, April 2002)* was referenced to calculate the estimated trip generation for the proposed project. This PDP application requests approval to construct a 2,688 sq. ft. warehouse with a 190 sq. ft. office inside. Using the trip generation rate of five trips per KSF (thousand square feet) for *Warehousing*, the proposed project is expected to generate a total of 14 daily trips with two morning peak-hour trips (1 in / 1 out) and two afternoon peak-hour trips (1 in / 1 out). In addition, the applicant anticipates 1-2 truck trips per week.

Off-Street Parking

The zoning code does not include a parking standard specifically for storage warehouse, thus, *Manufacturing/Research and Development* was determined as the most similar use to a storage facility. However, the rate for manufacturing is intended for developments in a warehouse setting and do not directly apply to a storage land use. Storage facilities generally require a much lower need for parking than other manufacturing and research uses.

Using *Manufacturing/Research and Development* as the use, the Lemon Grove parking requirement is one parking space per 500 square feet of floor area (LGMC 17.24.010). Thus, 5 parking spaces is the minimum amount of parking required. The proposed project provides 5 parking spaces including 1 disabled space which meets the requirement.

Landscaping

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

Criteria	Required	Provided
Landscape Area	2,609 sq. ft. (Min. 15% of lot area)	2,627 sq. ft. (15.1%)
Planted Landscape	652 sq. ft. (Min. 25% of landscape area)	2,140 sq. ft. (100%)
On-Site Trees	2 (One tree per 1,000 sq. ft. of landscape area)	7
Street Trees	5 (One tree per 30 linear feet of street frontage)	4

The proposed project is in compliance with Lemon Grove landscaping requirements except the number of street trees. One additional street tree will need to be added. Conditions are included in the resolution (**Attachment A**) to provide an additional street tree on West Street.

LGMC Section 17.24.050(B) requires all landscaping to be installed and maintained in accordance with an approved Landscape Plan. A landscaping plan must be prepared in substantial conformance with the PDP prior to construction. A standard condition is included in the draft resolution (**Attachment A**) to maintain landscaping in good condition at all times.

Screening

The project plans show a 6-foot metal picket fence will be installed along the perimeter of the property. 35' and 45' telescopic electric gates will be installed along West Street while a 25' telescopic electric gate will be installed along Lemon Avenue. The telescopic gate on West Street stacks into the public right-of-way beyond the dedication line up to one foot. A condition in the draft resolution (**Attachment A**) allows the gate stacking fronting on

West Street to encroach no more than one foot into the public right of way dedication as part of the Encroachment Maintenance Removal Agreement.

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 (**Attachment A**).

Per LGMC Section 17.24.050(M), as the proposed use will have less than five thousand square feet of floor area, no refuse enclosure will be required.

Appeal by Applicant

In his appeal (**Attachment D**), the Applicant stated:

The Staff Report prepared by the planning department states that the development complies with all of the standards of the underlying designation for the Heavy Commercial (HC) zone. Although this project received prior approval both for a Planned Development Permit, but also for a Building Permit, our team worked closely with the Planning Department and made adjustments to the plans in the form of enhanced building finishes and details. Under LGMC 17.20 Special Overlay Districts, Section F states that until new land use regulations are developed to implement regional commercial policies of the General Plan, land use will be governed by the regulations of the underlying zoning categories currently in place as well as requirements in subsections (F) (1) through (5) of this section.

Under Section (F) (4) (b), it states that for the area bounded by Vista Ave., the western boundary of the lots abutting West St., and the alley to the north side of Broadway, the maintenance, establishment and expansion of uses consistent with either the requirements of the GC zone or the HC zone will be permitted to occur, until large lot retail uses are established consistent with the goals of the General Plan.

Section (F) (5) refers to uses requiring minimal investment. This topic was originally discussed with the planning department and previous City Council in developing the original permitted plan with the idea should such a consolidation of properties occur, that the expense to acquire this parcel would not have significant impact to the feasibility of such consolidation. This and designing the building as a possible interim use of land are the primary reasons that a metal building was designed and that the lot was developed with only approximately 17% lot coverage.

The project is certainly adding to the current quality of what might be considered a blighted area with the addition of a newly constructed building, dedicated sidewalk, planting area within the dedication, street trees, curbs and storm water control.

In the future, if a regional large retail use does come into the area, the building is certainly adaptable to be repurposed as a retail use further down the road if the current operation decided not to occupy the space.

Required Findings:

As stated in LGMC Section 17.28.030, the City Council must make the following findings in order to approve (or deny) a PDP application.

1. The development is not detrimental to the public interest, health, safety, or general welfare;
2. The development complies with applicable provisions of this title and/or deviations that comply with applicable provisions in subsection D;
3. The development is consistent with general plan policies and standards and other applicable plans or policies adopted by the city council;
4. The development density or intensity does not exceed general plan limitations;
5. Existing infrastructure such as utilities, transportation systems, and communication networks adequately serve the development or will be upgraded to efficiently accommodate the additional burdens imposed.

Findings made by Staff

Staff's recommendation was based on the following findings and determinations:

1. **The development is not detrimental to the public interest, health, safety, or general welfare:** The proposed construction warehouse to be used for contractor's storage is compatible with the commercial uses in the vicinity. The development would not be detrimental to the public interest, health, safety, or general welfare because the building would be built to meet all health and safety requirements of current building and fire codes. The site would be secured with perimeter fencing, and minimal automobile (14 daily trips) and truck traffic (1-2 trucks per week) would have minimal impact on the neighborhood and street network.
2. **The development complies with applicable provisions of this title and/or deviations that comply with applicable provisions in subsection D:** The project was reviewed by the City's Engineering, Stormwater, Fire, Planning and Building Departments for conformance with the Lemon Grove Municipal Code and Zoning Ordinance. The project, as conditioned, meets all of the applicable provisions in subsection D.

3. **The development is consistent with general plan policies and standards and other applicable plans or policies adopted by the city council:** The proposed use is consistent with the General Plan range of uses including compatible commercial uses that are auto-oriented. The project is consistent with the Community Development Element of the General Plan that encourages new commercial development to improve the overall community aesthetic and development conditions.
4. **The development density or intensity does not exceed general plan limitations:** The project is consistent with the Lemon Grove General Plan land use designation of Retail Commercial and STA III Regional Commercial intensity floor area ratio (FAR) standard of 0.5 FAR per net acre with a proposed FAR of 0.15.
5. **Existing infrastructure such as utilities, transportation systems, and communication networks adequately serve the development or will be upgraded to efficiently accommodate the additional burdens imposed:** The project site can be adequately served by all utilities, the transportation system, and communication networks to accommodate the proposed development.

Findings made by the Planning Commission

In its motion denying PDP-210-0001, the Planning Commission made the following finding.

3. **The development is not consistent with general plan policies and standards and other applicable plans or policies adopted by the city council.** The proposed use is not consistent with the regional commercial retail provisions in Special Treatment Area III and the City of Lemon Grove.

Conclusion:

The City Council must make the PDP findings as stated above in order to approve or deny the appeal. The Council may approve the appeal and approve PDP-210-0001. Alternatively, the Council may deny the appeal and deny PDP-210-0001.

Environmental Review:

- | | |
|---|---|
| <input type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input checked="" type="checkbox"/> Categorical Exemption | <input type="checkbox"/> Mitigated Negative Declaration |

Categorically exempt projects are determined not to have a significant effect on the environment pursuant to Public Resources Code Section 21084 and are therefore exempt from the provisions of the California Environmental Quality Act (CEQA). The project is

consistent with Categorical Exemption Section 15332, In-Fill Development Projects. The Class 32 CEQA exemption applies when the:

1. Project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations;
2. Proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses;
3. The project site has no value as habitat for endangered, rare or threatened species;
4. Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality;
5. The site can be adequately served by all required utilities and public services.

The project consists of developing an existing 0.4-acre infill site. The proposed warehouse use is consistent with the GC-HC zoning designation and Regional Commercial land use classification of the General Plan, as detailed in the preceding discussion section of this report. No impacts to habitat were identified as part of the proposed project is an infill site in a developed, urban setting without natural biological habitat according to the Conservation and Recreation Element of the General Plan. The project shall be required to comply with all performance standards found in LGMC Section 17.24.080, which include standards for noise, glare, traffic circulation, airborne emissions, etc. Lastly, will-serve letters from utility providers were submitted as part of the application from applicable agencies. The scope of the project is therefore consistent with the Section 15332 exemption for In-Fill Development projects.

Fiscal Impact: No fiscal impact.

Public Notification: The Notice of Public Hearing for this item was published in the July 9, 2022 edition of the San Diego Union Tribune and was mailed to all property owners within 500 feet of the subject property.

Additionally, the applicant posted a non-commercial sign at the project site, which provided a conceptual drawing of the project and the contact information for the assigned city staff.

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 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:

- 1) Conduct the public hearing;
- 2) Receive Public Comment; and
- 3) Adopt a Resolution either approving (**Attachment A**) or denying (**Attachment B**) an appeal of the Planning Commission (PC) decision to deny Planned Development Permit PDP-210-0001 to construct a 2,688 Square Foot

Construction Warehouse at an Existing Vacant Lot Located at 3450 West Street in the General Commercial – Heavy Commercial (GC-HC) Zone.

Attachments:

Attachment A – Draft City Council Resolution granting the appeal and approving PDP-210-0001

Attachment B – Draft City Council Resolution denying the appeal and denying PDP-210-0001

Attachment C – Vicinity Map

Attachment D – Applicant’s Appeal Application and submitted material

Attachment E – Project Plans

Attachment F – West Street Elevation with Materials

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, GRANTING AN APPEAL OF THE PLANNING COMMISSION DECISION TO DENY PLANNED DEVELOPMENT PERMIT PDP-210-0001 TO AUTHORIZE THE CONSTRUCTION OF A 2,688 SQ. FT. CONSTRUCTION WAREHOUSE AT AN EXISTING VACANT LOT LOCATED AT 3450 WEST ST. IN THE GENERAL COMMERCIAL – HEAVY COMMERCIAL (GC-HC) ZONE AND CONDITIONALLY APPROVING PDP-210-0001

WHEREAS, on March 1, 2021 the applicants filed an application for a Planned Development Permit No. PDP-210-0001 to develop a new 2,688 sf construction warehouse at 3450 West Street in the GC – HC Zone, and after three review cycles, on June 9, 2022, the application was deemed complete; and

WHEREAS, Notice of the Public Hearing was given in compliance with Lemon Grove Section 17.28.020(F). On June 16, 2022, the Notice of Public Hearing for PDP-210-0001 was posted to the City website, posted at City Hall, and mailed to all property owners within 500 feet of the subject property; and

WHEREAS, the Notice of Public Hearing for this item was published in the June 17, 2022 edition of the San Diego Union Tribune; and

WHEREAS, on June 27, 2022, the Planning Commission held a duly noticed public hearing to consider Planned Development Permit PDP-200-0001; and

WHEREAS, on June 27, 2022, the Planning Commission denied Planned Development Permit No. PDP-210-0001 to construct a new 2,688 sf construction warehouse at 3450 West Street in the GC – HC Zone; and

WHEREAS, the City Council shall hear appeals from planning commission decisions pursuant to LGMC Section 2.36.070; and

WHEREAS, the Applicant, Robert Adatto, filed an Appeal of the Planning Commission Decision on July 6, 2022; and

WHEREAS, Notice of the Public Hearing was given in compliance with Lemon Grove Section 17.28.020(F). On July 7, 2022, the Notice of Public Hearing for PDP-210-

0001 was posted to the City website, posted at City Hall, and mailed to all property owners within 500 feet of the subject property; and

WHEREAS, the Notice of Public Hearing for this item was published in the July 9, 2022 edition of the San Diego Union Tribune; and

WHEREAS, on July 19, 2022, the City Council held a public hearing and has considered said Planned Development Permit (PDP-200-0001) and recommendations of the Community Development Department, City Engineer, and the Heartland Fire Department with respect thereto and has determined that the conditions hereinafter enumerated are necessary to insure that the improvements thereof will conform to all ordinances, plans rules, standards and improvement and design standards of the City of Lemon Grove; and

WHEREAS, the Planned Development Permit is categorically exempt from the environmental review requirements under the California Environmental Quality Act Guidelines Section 15332 (Infill Development); and

WHEREAS, the City Council finds that the Planned Development Permit complies with the findings of fact required to approve this project pursuant to Development Code Section 17.28.030(C).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby approves the Applicant's appeal of the Planning Commission decision to deny Planned Development Permit PDP-200-0001 to construct a new 2,688 sf construction warehouse at 3450 West Street in the GC – HC Zone based on the following findings:

1. The development is not detrimental to the public interest, health, safety, or general welfare. The proposed construction warehouse to be used for contractor's storage is compatible with the commercial uses in the vicinity. The development would not be detrimental to the public interest, health, safety, or general welfare because the building would be built to meet all health and safety requirements of current building and fire codes. The site would be secured with perimeter fencing, and minimal automobile (14 daily trips) and truck traffic (1-2 trucks per week) would have minimal impact on the neighborhood and street network.

2. The development complies with applicable provisions of this title and/or deviations that comply with applicable provisions in subsection D. The project was reviewed by the City's Engineering, Stormwater, Fire, Planning and Building Departments for conformance with the Lemon Grove Municipal Code and Zoning Ordinance. As conditioned, the project, meets all of the applicable provisions in subsection D.
3. The development is consistent with general plan policies and standards and other applicable plans or policies adopted by the city council. The proposed use is consistent with the General Plan range of uses including compatible commercial uses that are auto-oriented. The project is consistent with the Community Development Element of the General Plan that encourages new commercial development to improve the overall community aesthetic and development conditions.
4. The development density or intensity does not exceed general plan limitations. The project is consistent with the Lemon Grove General Plan land use designation of Retail Commercial and STA III Regional Commercial intensity floor area ratio (FAR) standard of 0.5 FAR per net acre with a proposed FAR of 0.15.
5. Existing infrastructure such as utilities, transportation systems, and communication networks adequately serve the development or will be upgraded to efficiently accommodate the additional burdens imposed. The project site can be adequately served by all utilities, the transportation system, and communication networks to accommodate the proposed development.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Council of the City of Lemon Grove, California hereby conditionally approves Planned Development Permit PDP-200-0001 to construct a new 2,688 sf construction warehouse at 3450 West Street in the GC – HC Zone subject to the following conditions of approval:

SECTION 1. Approve Planned Development Permit No. PDP-210-0001 in conjunction with the grading, landscape, and architectural plans received on July 7, 2022 (incorporated herein by reference as Exhibit A), except as noted herein. This approval authorizes the development of a 2,688 square foot one story construction warehouse at 3450 West Street. Except as amended, the approval of this project shall be subject to the following conditions:

- A. Prior to issuance of a grading and/or public improvement permit, and/or grading activities, the applicant shall comply with the following:
1. Per Lemon Grove Municipal Code (LGMC) Section 18.08.070, obtain a grading permit. Grading plans shall be prepared and submitted with the grading permit application in accordance with the City engineering standards and the requirements of the city engineer. All grading plans shall be signed by a registered civil engineer and by the soil engineer.
 2. No grading permit shall be issued for grading unless the applicant shall first post a 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.
 3. All grading shall be in conformance with project specific Geotechnical recommendations, and Lemon Grove Municipal Code (LGMC) Chapter 18.08 Excavation and Grading, Article III Design Standards, and the Standards for Public Works Construction (Greenbook).
 4. All grading permit fees and deposits shall be paid and all actions necessary preceding issuance of the grading permit shall be completed.
 5. 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, be in a condition satisfactory to the City Engineer, the City Engineer may waive this requirement, or portions thereof.

6. 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 private improvements, private access walkways, landscape and irrigation within the public right-of-way, and removals as required by the City.
7. On the Grading and Public Improvement Plans, separately submit, and obtain current approval from the Helix Water District. A signature/date within a signature block on the final Grading and Public Improvement Plan will be required.
8. Obtain current approval from the Heartland Fire & Rescue. A signature/date within a signature block on the final Grading and Public Improvement Plan will be required.
9. Prior to the issuance of a permit, a Covenant Not-to-Oppose the formation of a future street improvement district shall be required.
10. At the time of Grading and Public Right-of-Way Permit approval, improvements within the project frontage, 8016 Broadway, shall comply with the requirements of Lemon Grove Ordinance 381, regarding pavement cuts, for underground utilities in all new, reconstructed, or resurfaced city roadway within three years following Pavement Treatment Project by the City.
11. All existing survey monuments shall be shown on the 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).
12. Submit an application to the Lemon Grove Sanitation District for the addition of sewer discharge to the public sewer system.
13. Sewer system shall be designed, designated and maintained as private, not public. A sewer maintenance agreement shall be submitted for the future repair and rehabilitation of the proposed private sewer connection. The City will provide the template for the agreement.

14. On-site drainage system shall be designated and maintained as private. A Storm Water Facilities Maintenance Agreement (SWFMA) shall be submitted for the future repair, rehabilitation of the proposed private drainage and storm water treatment facilities. The City will provide the template for the agreement.
 15. Submit an application to be included into the Lemon Grove Lighting District. The property owner will be assessed annually.
 16. A building permit will be required for retaining walls of greater than 3.0'
 17. Should construction of site perimeter walls require grading and/or construction within a neighboring property, a private temporary construction easement, and/or letter of permission from affected neighboring property owner(s) shall be required prior to permit issuance.
- B. Prior to the issuance of the building permit for the construction of the facility authorized by this Planned Development Permit the applicant shall comply with the following:
1. The telescoping gate fronting on West Street shall encroach no more than one foot into the public right of way dedication.
 2. Add one (1) street tree to the West Street frontage.
 3. Provide a Certification letter signed by the Civil engineer reporting that the site is graded in conformance with the approved grading plan, as modified or amended by any construction changes approved by the city engineer, and which specifically states the following items were performed under his or her supervision, and are shown correctly on the as-graded drawings:
 - i. Staking of line and grade for all engineered drainage devices and retaining walls (rough and final grading);
 - ii. Staking of property corners for proper building and slope location (rough grading);
 - iii. Location of permanent walls or structure on property corners or property lines;
 - iv. Location and slope ratio of all manufactured slopes;
 - v. Construction of earthen berms and positive building pad drainage.
 4. The project plans shall show compliance with the applicable provisions of the California Building Code.

5. Submit for the approval of the Community Development Manager a detailed landscape and irrigation plan for the entire project. Provide reference sheets for the grading and landscape erosion control plans (label these sheets “Reference Only”). Said landscape plan shall comply with the requirements of Section 17.24.050(B) of the Municipal Code. The landscape plan shall be in substantial conformance to the approved landscape concept plan. The plans shall show:
 - i. Plantings are drought tolerant materials and water conserving irrigation.
 - ii. 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.
 6. The building plans for the proposed project shall include one copy of the sample exterior building materials and colors to the satisfaction of the Community Development Director.
 7. Obtain sewer permits and pay capacity fees.
 8. Soil’s Engineer of record shall prepare and submit a final soils engineering report prepared by the soil’s engineer, as required per LGMC 18.08.83; Section A.2.
 9. All new dry utility distribution facilities within the boundaries of the proposed project shall be placed underground. If not constructed, provide evidence of coordination and/or service requests for all dry utility agencies
- C. Prior to the obtaining occupancy and/or final inspection for the facility authorized by this Planned Development Permit the applicant shall comply with the following:
1. Request final inspection approval from appropriate City Departments.
 2. All physical elements of the project, including public street improvements, and all other improvements shown on the approved Grading, improvements, Landscape and Building related plans shall be located substantially where they are shown and shall be constructed in accordance with the approved City Codes and adopted Standards.

3. All light fixtures shall be designed, shielded and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises.
- D. Upon certification by the Community Development Manager for occupancy or establishment of use allowed by the Planned Development Permit of this project, the following shall apply:
1. All landscaping shall be well maintained and adequately watered at all times. The landscaping located on the subject property shall be maintained in a healthy and growing condition at all times. All on-site & off-site landscaped areas shall be planted and irrigated by a permanent irrigation system.
 2. The project shall maintain water quality requirements as outlined in the Water Quality Documents.
 3. The project shall comply with all applicable provisions of the California Building Code.
 4. All screening fences, walls and landscaping on the subject property shall be maintained in good condition at all times.
 5. All light fixtures shall be designed, shielded and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises.
 6. All graffiti shall be removed or painted over with a paint that closely matches the color of the exterior of the building within 48 hours of the discovery of the graffiti.
 7. All dumpsters, recycling and refuse containers shall be maintained at all times.
 8. All structures on the subject property shall comply with all of the appropriate requirements of the Uniform Building Code, Mechanical Code, National Electric Code and Fire Code to the satisfaction of the City of Lemon Grove Building Official and Fire Chief.
 9. All aspects of the project shown on the approved plans dated July 7, 2022 shall be maintained in substantially the same condition as indicated and shall be constructed in accordance with all appropriate City of Lemon Grove Codes and Ordinances.
 10. The terms and conditions of this Planned Development Permit shall be binding upon the permittee and all persons, firms, and corporations having an interest

in the property subject to this Planned Development Permit and the heirs, executors, administrators, successors, and assigns of each of them, including Municipal Corporation, public agencies, and districts.

- E. This Planned Development Permit expires two years from the effective date (or such longer period as may be approved by the Planning Commission or the City Council of the City of Lemon Grove prior to said expiration date) unless all requirements of this Planned Development Permit have been met prior to said expiration date.

PASSED AND ADOPTED on July 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

Approved as to Form:

Kristen Steinke, City Attorney

RESOLUTION NO. 2022-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, DENYING AN APPEAL OF THE PLANNING COMMISSION DECISION TO DENY PLANNED DEVELOPMENT PERMIT PDP-210-0001 TO AUTHORIZE THE CONSTRUCTION OF A 2,688 SQ. FT. CONSTRUCTION WAREHOUSE AT AN EXISTING VACANT LOT LOCATED AT 3450 WEST ST. IN THE GENERAL COMMERCIAL – HEAVY COMMERCIAL (GC-HC) ZONE AND DENYING PDP-210-0001

WHEREAS, on March 1, 2021 the applicants filed an application for a Planned Development Permit No. PDP-210-0001 to develop a new 2,688 sf construction warehouse at 3450 West Street in the GC – HC Zone, and after three review cycles, on June 9, 2022, the application was deemed complete; and

WHEREAS, Notice of the Public Hearing was given in compliance with Lemon Grove Section 17.28.020(F). On June 16, 2022, the Notice of Public Hearing for PDP-210-0001 was posted to the City website, posted at City Hall, and mailed to all property owners within 500 feet of the subject property; and

WHEREAS, the Notice of Public Hearing for this item was published in the June 17, 2022 edition of the San Diego Union Tribune; and

WHEREAS, on June 27, 2022, the Planning Commission held a duly noticed public hearing to consider Planned Development Permit PDP-200-0001; and

WHEREAS, on June 27, 2022, the Planning Commission denied Planned Development Permit No. PDP-210-0001 to construct a new 2,688 sf construction warehouse at 3450 West Street in the GC – HC Zone; and

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

WHEREAS, the Applicant, Robert Adatto, filed an Appeal of the Planning Commission Decision on July 6, 2022; and

WHEREAS, Notice of the Public Hearing was given in compliance with Lemon Grove Section 17.28.020(F). On July 7, 2022, the Notice of Public Hearing for PDP-210-

0001 was posted to the City website, posted at City Hall, and mailed to all property owners within 500 feet of the subject property; and

WHEREAS, the Notice of Public Hearing for this item was published in the July 9, 2022 edition of the San Diego Union Tribune; and

WHEREAS, on July 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 Applicant's appeal of the Planning Commission decision to deny Planned Development Permit PDP-200-0001 to construct a new 2,688 sf construction warehouse at 3450 West Street in the GC – HC Zone based on the following finding:

3. The development is not consistent with general plan policies and standards and other applicable plans or policies adopted by the city council. The proposed use is not consistent with the regional commercial retail provisions in Special Treatment Area III and the City of Lemon Grove.

PASSED AND ADOPTED on July 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

Approved as to Form:

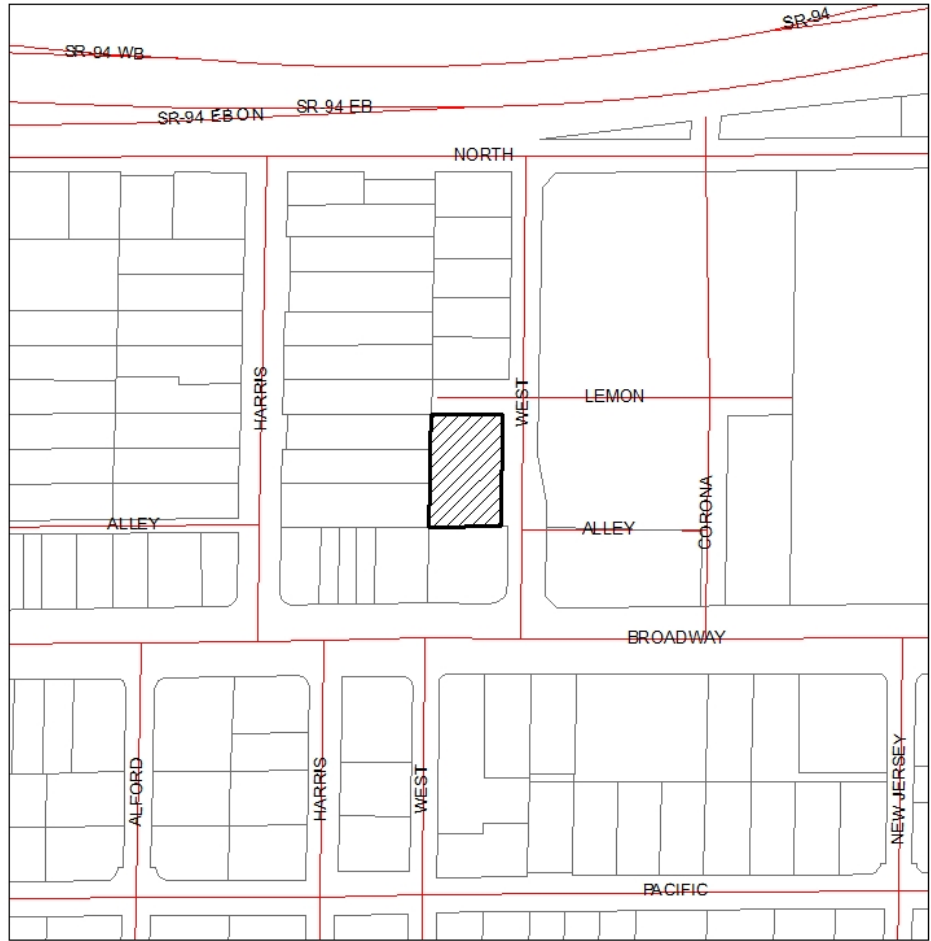
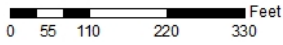
Kristen Steinke, City Attorney

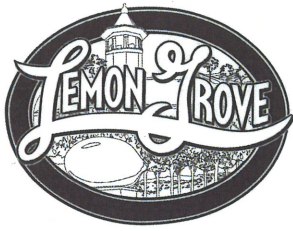
PDP-210-0001



Legend

-  3450 West St.
-  LG Parcels
-  Lemon Grove Boundary
-  Roads





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: Robert Adatto	Mailing	PHONE: (619) 733-9110
ADDRESS: 3450 West Street	6302 Federal Ave.	FAX:
Project / Lemon Grove, CA 91945	San Diego, CA 92114	EMAIL: rob@cethron.com
CASE/PROJECT NUMBER: PDP-210-001		

DECISION /CONDITIONS OF APPROVAL BEING APPEALED (INCLUDE CONDITION ITEM NUMBERS):
Denial of Planned Development Permit per the Planning Commission held Monday, June 27th.
Arguments were that it did not comply with the intent of Special Overlay District STA III.

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

The Staff Report prepared by the planning department states that the development complies with all of the standards of the underlying designation for Heavy Commercial (HC) zone. Although this project received prior approval both for a Planned Development Permit but also a Building Permit our team worked closely with the planning department and made adjustments to the plans in the form of enhanced building finishes and details. Under Title 17 Zoning, Chapter 17.20 Special Overlay Districts, Section F. states that until new land use regulations are developed to implement regional commercial policies of the general plan,
Attach additional sheets if necessary. Continued


Applicants Signature

Date 7/5/2022

TO BE COMPLETED BY PLANNING STAFF

FILE #(s): AA2-200-0004

DATE: 7/6/2022

FEES: \$150 RECEIPT #: 00044204

COMMENTS and/or CONDITIONS:

land use will be governed by the regulations of the underlying zoning categories currently in place as well as requirements in subsections (F)(1) through (5) of this section.

Under Section F.4.b It states that the area bounded by Vista Avenue, the western boundary of the lots abutting *West Street* and the alley to the north side of Broadway, the maintenance, establishment and expansion of uses consistent with either the requirements of the general commercial (GC) zone or the heavy commercial (HC) will be permitted to occur, until large lot retail uses are established consistent with the goals of the general plan.

Under Section F.5 Talks about uses requiring a minimal investment. This topic was originally discussed with the planning department and previous city council in developing the original permitted plan with the idea should such a consolidation of properties occur that the expense to acquire this parcel would not have significant impact to the feasibility of such a consolidation. This is the primary reason that a metal build was designed and that the lot was developed with only approximately 17% lot coverage. In addition to designing the building as a possible interim use of land.

The project is certainly adding to the current quality of what might be considered a blighted area with the addition of a newly constructed building, dedicated sidewalk, planting area within the dedication, street trees, curbs and storm water control.

In the future if a regional large retail use does not come into the area the building is certainly adaptable to be repurposed as a retail use further down the road if the current operation decided not to occupy the space.

We would like the City Council to consider reversing the denial by the Planning Commission and approve the Planned Development Permit for this site.

APPEAL FOR PDP-210-0001

PROJECT DATA

PROPERTY ADDRESS: 3450 West Street

LOT SIZE: 15,680 Sq. Ft.

PROPOSED BUILDING SIZE: 2,688 Sq. Ft. 17% Lot Coverage

AREA OF LANDSCAPING

ONSITE: 2,729 Sq. Ft

IN PUBLIC RIGHT OF WAY: 410 Sq. Ft

PROJECT HISTORY

This project was previously issued a building permit in 2014 and then an extension in 2016. Unfortunately due to some unforeseen circumstances the project was unable to proceed at that time. All of the existing overlays zoning were in place at the time of that approval. The owners at that time negotiated with the city to build the type and size of building at the time that would have a lesser cost in the event that the City opted to take the property in order to consolidate properties into a larger redevelopment site. This idea of a minimal investment is discussed in section F.5 of Chapter 17.20 of the Special Overlay Districts. At this time a 10 ft strip of the property fronting West Street was dedicated to the city. In 2020 we began working with Noah Alvey to hopefully resubmit building plans for permit but were informed that we needed to start back at the planned development phase which we began to prepare drawings for. Working closely with Noah and his staff who were told had consulted with city officials regarding the project. We were requested to make enhancements to the original building design which we did. We added a brick veneer at the bottom half of the building creating both a texture and color change. We also added eyebrow overhangs on the entry door and first floor window along with a decorative metal awning above the second floor windows in a contrasting color to the body of the building. We conformed with every request that was requested of us. To say the least we were very surprised to hear the opposition to the project this late in the game after an unusually long processing time. I know that other business have expressed their frustration with these delays.

PROJECT BEIFITS TO THE CITY

We believe that the project bring many benefits to the city and surrounding neighborhood. As outlined in our appeal application the project meets all of the requirements and allowed uses within the respective zones. The building adds a new and current design to the area with minimal impact as far as use. Added landscaping both to the site and previously dedicated city landscape strip adds beauty and softness to an otherwise blighted area. New curbs and sidewalks add to the compatibility with newer city standards. Storm water treatment on the site along with street improvements within the street help protect the environment and aide in preventing flooding of the public streets.

The low density of the project does and lower building cost does still make it a candidate for consolidation into a larger redevelopment in the future while greatly enhancing the area with all of its improvements to the site and infrastructure to the city.

The building design also could accommodate repurposing should the current owner decide not to continue his current business endeavors. The roll up doors could be converted to storefront windows and the low density will allow the site to provide ample parking for a future use as a retail establishment or other compatible and allowable uses.

A. GENERAL CONDITIONS

- 1. The Contractor shall provide all items, articles, materials, operations or methods listed, mentioned or scheduled on the Drawings and/or herein, including all labor, materials, equipment and incidentals necessary and required for their completion.
2. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the work specified by the plans and specifications.
3. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Designer and/or Owner, Contractor shall assume all responsibility therefor and shall head all costs attributable thereto.
4. The Contractor warrants to the Owner and Designer that all materials and equipment furnished under this Contract will be new (unless otherwise specified), and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents.
5. The Contractor shall review, approve and submit, with reasonable promptness and in such sequence as to cause no delay in the work, or in the work of the Owner or a separate contractor, all shop drawings, product data, and samples required by the Contract Documents.
6. No portion of the work requiring submission of a shop drawing, product data, or sample(s) shall be commenced until the submittal has been approved by the Designer and/or Owner.
7. The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations.
8. The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.
9. This Project shall comply with the 2019 edition the California Building Code (Title 24), which adopts the 2019 CBC, 2019 UMC, 2019 UPC and the 2019 CEC.

- B. INSULATION
1. Open exterior joints around window and door frames, between walls and foundations, between walls and roof, between wall panels, at penetrations of utilities through the envelope, shall be sealed, caulked, or weather stripped to limit air leakage and sound transmission.
C. GLAZING
Section 2406.4. for all fixed or operable glass panels adjacent to a door where the nearest exposed edge of the glazing is within a 24" arc of either vertical edge of the door in a closed position and where the bottom exposed edge of the glazing is less than 60" above the walking surface.
1. Provide safety glazing material in accordance with the CBC 2019.. surface.
2. The opening in any portion of a rated interior corridor shall be protected by fixed glazing listed and labeled for a fire protection rating of at least 3/4 hour. C.B.C. Sec 713.9

- D. FIRE PROTECTION
1. Penetrations of fire resistive walls, floor-ceilings and roof-ceilings shall be protected as required in CBC Sections 714.4.1 through 713.4.3.
2. Exit doorways shall not be less than 36" wide and 6'-8" in height.
3. Maintain 44" minimum aisles to required exits.
4. Doors opening into required one (1) hour fire resistive corridors shall be protected with a smoke or draft stop fire assembly having 20 minute rating.
5. Provide two separate circuits for exit signs conforming to CBC and CEC
6. Provide two separate sources of power for exit signs conforming to code sections as follows: CBC Sec. 1006.3
7. Where indicated on plans, exit lighting and signs are to have minimum 6" letters on contrasting background. C.B.C Section 1006
8. The means of egress, including the exit discharge, shall be illuminated to a level of not less than one foot-candle at the walking surface at all times the building space served by the means of egress is occupied. UBC 1008.2.1; 1006.2
9. Installation of fire alarm systems shall be in accordance with CFC 2019
10. Complete plans and specifications for fire alarm systems; fire-extinguishing systems, including automatic sprinklers and wet and dry standpipes; halon systems and other special types of automatic fire-extinguishing systems; basement pipe inlets; and other fire-protection systems and appliances thereto shall be submitted to fire and life safety for review and approval prior to installation. (CFC 2019) 901.2
11. The installation of Automatic Fire Sprinkler Systems shall be in accordance with CBC 93.3
12. Extend existing automatic sprinklers as required by the
13. Locations and classifications of extinguishers shall be accordance with CFC 906 and California Code of Regulations(CCR), Title 19. Plumbing division of Building and Safety.
13a. During construction, at least one extinguisher shall be provided at each floor level at each stairway, in all storage and construction sheds, in locations where flammable or combustible liquids are stored or used, and where special hazards are present
14. All fire alarm systems shall be installed in compliance with CFC 2019
15. Wall and ceiling materials shall not exceed the flame spread classifications in IBC Table 803.9
16. Interior finish shall comply with CBC AND CFC 2019
17. Decorative materials shall be maintained in a flame-retardant condition. (CFC, CBC 2019)
18. Building occupant shall secure permits required by the Fire Department from the Fire Prevention Bureau prior to
19. Fire Dampers or doors shall be provided where air ducts penetrate fire rated walls or ceilings. All duct openings are limited in area to 100 sq. in. in 100 sq. ft. of ceiling. Access opening one (1) hour rated assembly to be approved by Building Department.
20. Fire dampened assemblies, including sleeves and installation procedures, shall be approved by the building inspector prior to installation.

GENERAL NOTES

- 19. Provide draft stops for double or staggered studs and concealed spaces.
20. Draft stop suspended ceiling in wood frame floor construction every 1,000 s.f. (CFC, CBC 2013) in attics of combustible construction, every 3,000 s.f. (CFC, CBC 2013)
21. One approved audible devise must be connected to every automatic sprinkler system in an approved location on the exterior of the structure. CBC 903.4.2.
22. Wall, floor and ceiling finishes shall not exceed the interior finish classifications in CBC Table 803.3 and shall meet the flame propagation performance criteria of the California Code of Regulations, Title 19, Division 1. Decorative materials shall be properly treated by a product or process approved by the State Fire Marshall with appropriate documentation provided by the City of San Diego.
23. Wall finishes shall conform to Division 42 of the Building Codes. Smoke density = 450 Flame Spread III, 200 (if using vinyl or wood paneling)
24. All valves controlling the water supply for automatic sprinkler systems and water-flow switches on all sprinkler systems shall be electrically monitored where the number of sprinklers is 20 or more. (CBC sec. 903.4.
25. Address identification shall be provided for all new and existing buildings in a position as to be plainly visible and legible from the street or road fronting the property. Where access is by a private road and the building address cannot be viewed from the public way, an approved means shall be used to identify the structure. Premises identification shall conform to Section 96.0209 of the SD Municipal Code and CBC 501.2.
26. The egress path shall remain free and clear of all obstructions at all times. No storage is permitted in any egress paths.
27. Open flames, fires and burning on all premises is prohibited except as specifically permitted by the City of San Diego and CFC 308.
28. Exits, exit signs, fire alarm panels, hose cabinets, fire extinguisher locations, and standpipe connection shall not be concealed with curtains, mirrors or other decorative material.
29. Dumpsters and trash containers exceeding 1.5 cubic yards shall not be stored in buildings or placed within 5 feet of combustible walls, openings or combustible roof eave lines unless protected by an approved sprinkler system or located in IPE or IIA structure separated by 10 feet from other structures. Containers larger than 1 cubic yard shall not be of non-limited-combustible materials or similarly protected or separated.
30. Buildings undergoing construction, alterations or demolition shall conform to CFC Chapter 14. Welding, cutting and other hot work shall be in conformance with CFC Chapter 26.
31. Key boxes shall be provided for all high rise buildings, pool enclosures, gates in the path of a firefighter travel to structures, secured parking levels, doors giving access to control panels and/or annunciators, and any other structures or areas where access is restricted.
32. In buildings that require standpipes, standpipes shall be provided during construction when the height lowest level of fire connection shall be no more than 100 feet from available fire department vehicle access road ways.
33. It is understood that plans for the project have, at the time been reviewed for compliance with exception of the deferred items listed.
34. I/We understand that I/We will not be authorized any inspection of deferred items proposed prior to submittal and approval of plans and/or calculations for these deferred items.

- E. RAMPS
1. The slope of a ramp shall not exceed 1" in 12".
2. The top landings on a ramp must be at least 60" in depth
3. If a door swings onto a top landing, the landing depth shall not be less than 42" plus the width of the door.

- F. ACCESSIBLE SANITARY FACILITIES
1. All passageways leading to sanitary facilities shall have a clear unobstructed opening width of minimum 32".
a. A level and clear area for a minimum of 60" in the direction of the door swing as measured at right angles to the plane of the door in its closed position, and 44" where the door swings away from the level and clear area.
b. Doorways leading to sanitary facilities will have symbols on the doorways identifying men's and women's facilities. (Men's - an equilateral triangle, 1/4 " thick with edges 12" long and a vertex pointing upward. Women's - a circle, 1/4 " thick and 12" in diameter). Existing raised letter identifying men's and women's facilities may be considered equivalent.
2. Multiple accommodation toilet facilities shall have:
a. Clear space measures from the floor to 27" above the floor, within the sanitary facility room, of sufficient size to inscribe a circle with a diameter not less than 60", or a clear space 56" by 63" in size. Doors other than the door to the handicapped toilet compartment in any position may encroach into this space by not more than 12"
b. A toilet located in a compartment shall provide a 28" wide clear space from a fixture or a 32" wide clear space from a wall at one side of the toilet and a 48" long clear space in front of the toilet if the compartment has an end opening door (facing the toilet). A 60" minimum length clear space shall be provided in a compartment with the door located at the side. Grab bars shall not project more than 3" into the clear spaces as specified above.
c. A toilet compartment shall be equipped with a door that has an automatic closing device, and shall have a clear unobstructed opening width of 32" when located at the end and 34" when located at the side with a door positioned at an angle of 90 degrees from its closed position. Except for door opening widths and door swings, a clear unobstructed access not less than 44" shall be provided to toilet compartments designed for use by the handicapped and the space immediately in front of a toilet compartment shall not be less than 48" as measured at right angles to compartment door in its closed position.
3. Grab bars located on each side, or one side and the back of the toilet stall shall be securely attached 33" above and parallel to the floor. Grab bar at the side shall be at least 42" long with the front end positioned 24" in front of the stool and grab bars at the back shall be not less than 36" long.
The diameter or width of the gripping surfaces of a grab bar shall be 1-1/2" or the shape shall provide an equivalent gripping surface. If the grab bars are mounted adjacent to a wall, the space between the wall and the grab bar shall be 1-1/2".
4. A clear space 30" by 48" shall be provided in front of a lavatory to allow a forward approach. Such clear floor space shall adjoin or overlap an accessible route and shall extend into knee and toe space underneath the lavatory.
5. Where urinals are provided, at least one shall have a clear floor space of 30" by 48" in front of the urinal to allow forward approach.

- 6. The height of accessible toilets shall be a minimum of 17" and a maximum of 19" measured to the top of the toilet seat. Flush controls shall be operable by an oscillating handle with a maximum operating force of 3 lbs. or by a remote low voltage button. The handle or button shall be located so they are operable without requiring excessive body movement.
7. Where urinals are provided, at least one elongated rim at a maximum of 17" above the floor is required.
8. Flush controls shall be hand operated and shall be mounted no more than 44" above the floor.
9. Lavatories shall be mounted with a clearance of at least 29" from the floor to the bottom of the apron with knee clearance under the front lip extending a minimum of 30" in width with 8" minimum depth at the top. Toe clearance shall be a minimum of 17" deep from the front of the lavatory.
10. Hot water and drain pipes under lavatories shall be insulated or otherwise covered. There shall be no sharp or abrasive surfaces under lavatories.
11. Faucet controls and operating mechanisms shall be operable with one hand and shall not require tight grasping, pinching or twisting of the wrist. The force required to activate controls shall be no greater than 5 lbs. Lever operated, push type and electronically controlled are examples of acceptable designs. Self closing valves are allowed if the faucet remains open for at least 10 seconds.
12. Doorways leading to sanitary facilities shall be identified per Sec. 115b.5 as follows:
a. Signage shall be located on the wall adjacent to the latch outside of the doorways leading to the sanitary facilities, per Sec 1117b.5.9, Title 24.
G. DRINKING FOUNTAINS
1. Where water fountains are provided, they shall be located completely within alcoves, or otherwise positioned so as not to encroach into pedestrian ways. Water fountains shall conform to the following requirements:
a. The alcove in which the water fountain is located shall be not less than 32" in width and 18" in depth.
b. The surface of the path of travel at the water fountain shall be textured so that it is clearly identifiable by a blind person using a cane. The minimum textured area shall extend from wall supporting the water fountain to 1 foot beyond the front edge of the fountain and shall extend 12" beyond each side of the water fountain or
c. Wing walls shall be provided on each side of the water fountain. The wing walls shall project out from the supporting wall at least as far as the fountain to within 6" of the surface of the of the path of travel. Also, there shall be a minimum of 32" clear between the wing walls.
2. The drinking fountain shall be a minimum of 18" in depth and there shall be clear and unobstructed spaces under the fountain of not less than 27" in height and 18" in depth, the depth measurement being taken from the front edge of the fountain. A side approach drinking fountain is not acceptable.
3. The bubbler shall be operated by a control which is easily operated by a handicapped person such as a hand operated lever type control located within 6" of the front of the fountain, a push bar control along the front of the fountain, etc. The bubbler outlet orifice shall be located within 6" of the front of the fountain and shall be within 36" of the floor. The water stream from the bubbler shall be substantially parallel to the front edge of the drinking fountain.
H. POWER AND DATA
1. All work to be performed by Electrical Contractors shall be in accordance with all applicable local building codes and ordinances and shall be performed by licensed electricians.
2. Electrical Contractors shall be responsible for adequate power and wiring and for all distribution facilities to the demised premises, including but not limited to panels, switches, breakers, etc. to meet all specified requirements.
3. The Electrical Contractor shall perform all shopping, cutting and drilling of partitions and floors as necessary for the proper installation of all electrical work.
4. All high and low voltage wiring to be installed in properly sized, rigid conduit as required by state and local codes.
5. Outlets to be installed at locations shown by dimensions on a telephone and electrical plan.
6. Outlets indicated as back to back to be installed staggered (unless otherwise noted).
7. All high and low voltage wiring to run concealed in walls, columns, floor and above hung ceiling except as noted.
8. Electrical Contractor to refer to equipment on data/power plan when applicable for description of equipment which will receive separate circuiting of special outlets and field survey of tenant's existing equipment for working and electrical requirements for said equipment.
9. Electrical Contractor to coordinate all work with other trades, including HVAC ceiling installation and mechanical equipment. HVAC Contractor will direct this contractor as to adequate power and cable requirements of various HVAC equipment. All wiring of equipment and controls is to be performed by Electrical Contractor.
10. Directional exit signs to be installed to satisfy requirements of local building and fire codes. Illuminated exit signs to be on 24 hour circuit or approved equal.
11. All telephone work is to be coordinated with telephone company representative.
12. All telephone and electrical telephone outlets for telephone equipment, conduit sizes and locations to be verified and approved by tenant's telephone service provider.

PROJECT NAME:

CONTRACTOR'S STORAGE WAREHOUSE

PROJECT TEAM

PROJECT DESIGNER
WILSON/DUTY ASSOCIATES INC
1410 NEPTUNE AVE.
ENCINITAS, CA 92024
CONTACT: DAN DUTY
619 846-6979

CIVIL ENGINEER
FITZMAURICE CONSULTING
3529 RIVIERA DRIVE
SAN DIEGO, CA 92109
CONTACT: THOMAS FITZMAURICE
858 752-2373

LANDSCAPE ARCHITECT
12044 ROYAL ROAD
EL CAJON, CA 92021
CONTACT: CAROL CORNELIUS
619 251-6372

ELECTRICAL ENGINEER AND MECHANICAL ENGINEERS
SALAS O'BRIEN
3220 EXECUTIVE RIDGE ROAD SUITE 210
VISTA, CA 92081
CONTACT: GRACE ZEELIG
760 316-5679

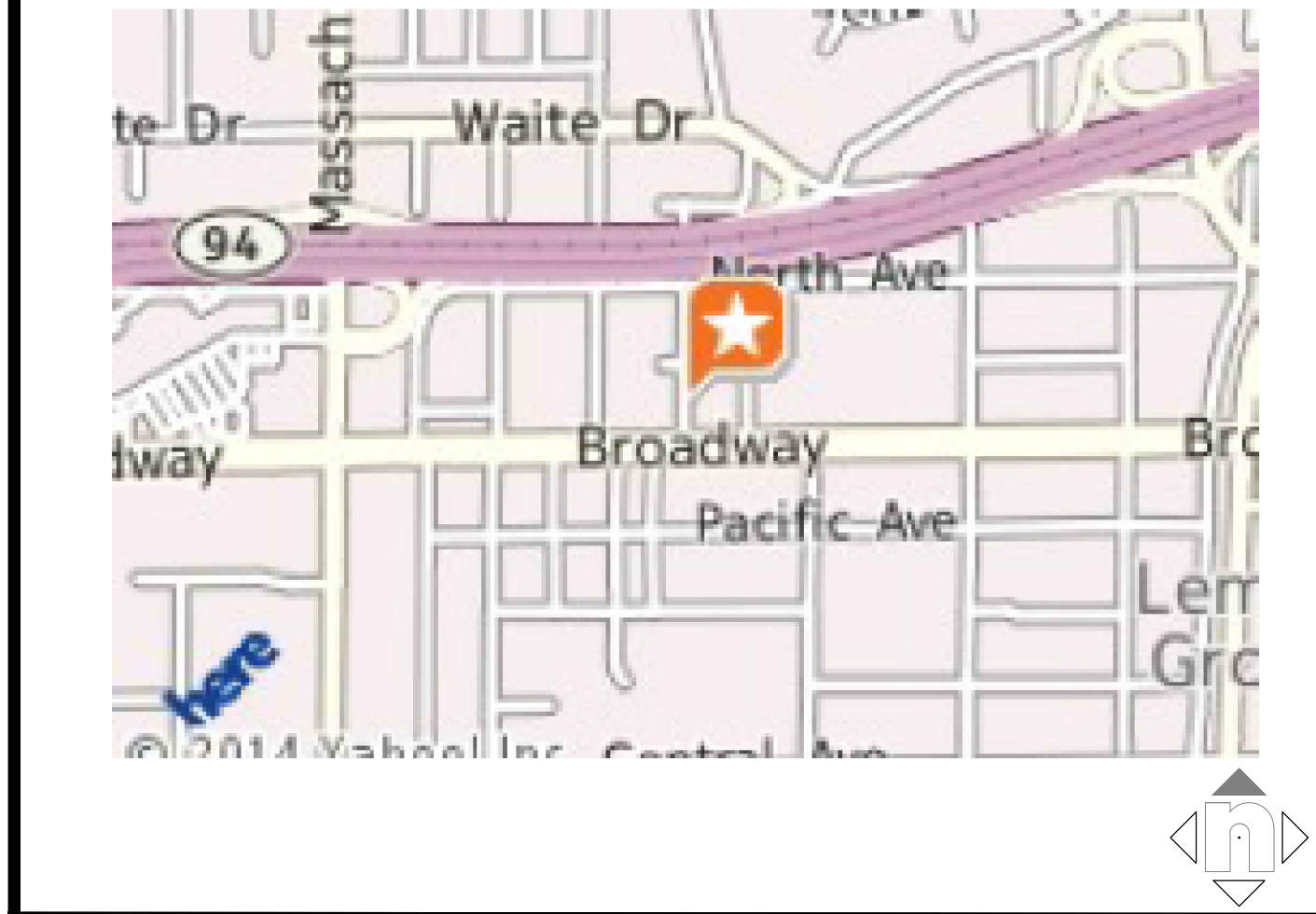
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APPLICABLE CODES

2019 CALIFORNIA GREEN BUILDING STANDARDS
THIS PROJECT SHALL COMPLY WITH THE 2019 CALIFORNIA BUILDING CODE, WHICH ADOPTED THE 2019 IBC, 2019 UPC, 2019 UMC AND THE 2019 NEC AND THE TITLE 24 ENERGY AND DISABLED ACCESS.

HAZARDOUS MATERIALS
No hazardous materials will be stored and/or used within the building that exceed allowable limits.

PROJECT DATA

PROJECT ADDRESS: 3450 WEST STREET
CONSTRUCTION TYPE: TYPE I B SPRINKLERED 1 STORY
OCCUPANCY: GROUP S1
PROJECT DESCRIPTION: PROJECT SITE IS DESIGNATED AS "GC"(GENERAL COMMERCIAL) PROPOSED TO "HC"(HEAVY COMMERCIAL). THE PROJECT CONSISTS OF A CONSTRUCTION STORAGE SITE WHICH IS PROPOSING A SINGLE STORY CONTRACTOR EQUIPMENT STORAGE WAREHOUSE BUILDING. THE BUILDING HAS 190 SF OF GENERAL OFFICE SPACE & TOTAL PARKING SPACES ARE PROVIDED, ONE BEING VAN ACCESSIBLE.
BUILDING OWNER: CETHRON INC. (ROD ADATTO)
6302 FEDERAL BLVD.
SAN DIEGO, CA 92114 PHONE 619 295-1100
SQUARE FOOTAGE: 2,688 SF.
A.P.N. 480-021-72
LEGAL DISCRPTION: LOTS 1,2,3,4,5 & 6 IN BLOCK 3 OF MAP 1609, IN SAN DIEGO COUNTY, STATE OF CALIFORNIA

PROJECT DESCRIPTION/SCOPE

SITE DEVELOPMENT IN PREPARATION FOR THE CONSTRUCTION OF A METAL BUILDING SHELL AND INTERIOR IMPROVEMENTS INCLUDING ELECTRICAL, LIGHTING, MECHANICAL AND PLUMBING.

DEFERRED ITEMS
TITLE SHEET

Table with 3 columns: Revision/Action, Date, and By. Includes entries for APPEAL RE-SUBMITTAL, RE-SUBMITTAL, and SUBMITTAL.



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Table with 2 columns: Drawn By, Approved. Includes names and dates for drawing and approval.

CONTRACTOR'S STORAGE WAREHOUSE

3450 WEST STREET
LEMON GROVE, CA 92122

TITLE SHEET

GENERAL NOTES CONTINUED

13. Ceiling Contractor shall coordinate with Electrical Contractor to verify that adequate depth is provided above ceiling to accommodate recessed lighting fixtures. Before proceeding with work, Designer shall be notified of any obstructions that would interfere with lighting layout.
14. For fixture locations and specifications refer to reflected ceiling plan.
15. All dimensions of lighting fixtures are given from centerline to centerline.
16. All down fixtures shall be:
- Installed in dead center of ceiling tile unless otherwise shown or noted.
 - Circuited to accept 150 watt lamps, event though lesser wattage lamps may be specified, unless otherwise noted.
17. Light fixtures in fire rated corridor ceilings are to be fire proofed per local codes.
18. Where one (1) switch only is indicated on plan, contractor shall provide additional switches as required in accordance with code and best trade practice. Such switches shall be in locations as indicated on plan and grouped in gang plates.
19. Electrical Contractor (Engineer) shall provide night lighting by assigning selected fixtures to a 24 hour (emergency) circuit, or as indicated on plans.

I. HVAC

- General Contractor to provide complete design/build documents for approval by Designer prior to installation of said equipment.
- HVAC Contractor to verify all recess depths of fixtures against A/C units, ductwork, piping, beams, etc.
- Where A/C relief openings are required in partitions above ceiling, see Engineer's drawings for location and size.
- HVAC Contractor to verify all thermostat locations, diffuser and returns against all revised drawings and shall submit thermostat location(s) to Designer for approval prior to installation.
- All non built-in plumbing fixtures to be supplied and installed by Plumbing Contractor.

J. SUSPENDED CEILING SYSTEMS

- The suspended ceiling system shall comply with UBC Tables 25-A, 16-o and 16-B. General Contractor to provide and install lateral and seismic support for all suspended ceilings and ceiling related elements as required by applicable local codes.
- Material, design and workmanship shall comply with requirements for a direct hung ceiling of A.S.T.M. C-635.69 and provisions and exceptions specified.
- All suspension wires shall be minimum 12 gauge galvanized wires. Suspension wires shall not hang more than 1" in 6" out of plumb unless counter sloping wires are provided.
- Cross runners over 12" long and all main runners not connected to walls must be interconnected near the free end with 16 gauge tie wire or metal. Attach strut securely to prevent spreading.
- All ceiling wires, unbraced ducts, and/or pipes must be separated by a minimum of 6".
- All light fixtures shall be attached to the ceiling grid in such a manner so as to resist a horizontal force equal to the weight of the fixture.
- "Or equal ceiling system" must be approved type incombustible ceiling subject to building dept. approval.
- Ceiling tile not to exceed 1.6 lbs/s.f.. Mineral tile with UL label. Flame spread to be 25 or less.
- Where ceiling loads do not exceed 5 lbs/s.f. and where partitions are not connected to the ceiling system, the following bracing method may be employed:
 - Lateral support may be provided by four (4) wires of minimum 12 gauge, splayed in four (4) directions 90 degrees apart and connected to the main runner within 2" of the crossrunner and to the structure above at an angle not exceeding 45 degrees from the plane of the ceiling. These lateral support points shall be placed 5"-0" O.C. in each direction with the first point within 4" from each wall.
 - Allowance shall be made for lateral movement of the system. Main runners and cross runners may be attached at two adjacent walls with clearance between the wall and the runners maintained at the other two walls.
 - Vertical support shall be provided as required in Chapter 25 with the added requirements that discontinuous ends of cross runners and main runners be vertically supported within 8" of such discontinuities as may occur where the ceiling is interrupted by the wall.
- Lighting fixtures and air diffusers shall be supported directly by wires to the structure above.

EXCEPTION: (1) Recessed lighting fixture not over 56 lbs in weight, and suspended and pendant hung fixtures not over 20 lbs in weight may be supported and attached directly to the ceiling system runners by a positive attachment such as screws or bolts.

EXCEPTION: (2) Air diffusers which weigh not more than 20 lbs and which receive no tributary loading from duct work may be positively attached to and supported by the ceiling runners.
- The above requirements are intended to be identical to those currently enforced by the City of San Diego. UBC Standard 2519 is also an acceptable bracing method. Other methods may be used providing they are substantiated by design calculations using those specified in Chapter 16.

K. DOORS AND HARDWARE

- All primary entrances to buildings shall be made accessible to the handicapped.
- Hand activated door opening hardware shall be mounted between 30" and 44" above the floor. Latching and locking pins that are hand activated and which are in a path of travel shall be operable with a single effort by lever type hardware, by panic bars, push-pull activating bars or other hardware designed to provide passage without requiring the ability to grasp the opening hardware. Locked exit doors shall operate as above in egress direction.
- WIDTH AND HEIGHT: Every required exit doorway shall be of a size as to permit the installation of a door not less than 3' in width and not less than 6'-8" in height. When installed in exit doorways, exit doors be capable of opening at least 90 degrees and shall be so mounted that the clear width of the exitway is not less than 32".
- Maximum effort to operate doors shall not exceed 8.5 pounds for exterior doors and five pounds for interior doors, such pull or push effort being applied at right angles to hinged doors and at the center plane of sliding or folding doors. Compensating devices or automatic door operators may be utilized to meet the above standards. When fire doors are required, the maximum effort to operate the door may be increased not to exceed 15 pounds.
- CONSTRUCTION: The bottom 10-inches of all doors except automatic and sliding shall have a smooth uninterrupted surface to allow the door to be opened by a wheel chair footrest without creating a trap or hazardous condition. Where narrow frame doors are used, a 10 inch high smooth panel shall be installed on the push side of the door, which will allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition.
- For hinged doors, the opening width shall be measured with the door positioned at an angle of 90 degrees from its closed position. At least one of a pair of doors shall meet this opening width requirement. Revolving doors shall not be used as a required entrance for the physically handicapped.
- Thresholds shall not exceed 1/2-inch in height.
- There shall be a level clear area on each side of an exit or passage door. Provide sixty-inches clear in the direction of the door swing and 44-inches on the side opposite to door swing direction. Measurements are to be at right angles to the closed doors.
- The width of the required level area on the side into which the door swings shall extend 24-inches past the strike edge for exterior doors and 18-inches past the strike edge for interior doors.
- The space between two consecutive door openings in a vestibule serving other than a required exit doorway shall provide a minimum of 48-inches of clear space from any door opening into the vestibule when the door is open 90 degrees. Doors into a vestibule shall swing in the same direction or they both shall swing away from the vestibule.
- All egress doors to be operable from inside without use of a key or a key or any special knowledge or effort.
- All required exit doorways shall have a minimum 32-inch clear opening with the door at 90 degrees to the closed position.
- Regardless of occupant load, a floor or landing not more than 1/2" below the threshold is required on each side of an egress door. Section 1008.1.7.

material transitions shall be accomplished smoothly, to the satisfaction of Designer.

- Floor covering in closets or storage areas which are ancillary to a room shall match the floor covering in that room unless otherwise noted.
- Designer is not responsible for any finishes other than those specified on our finish plan(s).
- Floor areas where floor is not level or true. Prepare to receive new floor covering.
- The General Contractor shall coordinate the efforts of all floor covering contractors in order to meet specified completion date(s).
- Carpet to be installed by direct glue method unless otherwise noted. Power stretch all carpets laid over pad.
- Where carpeting meets tile, provide "Mercer" vinyl commercial carpet reducer or approved equal unless otherwise noted.
- Wall finishes shall comply to local building code requirements as required for all fire rated areas.
- Wall surfaces shall be prepared for paint and all paint applied in accordance with manufacturer's specification for particular surfaces. Provide minimum two (2) coats over primer as required. Repaint or touch up areas where necessary before completion.
- Wall surfaces receiving vinyl wall covering shall receive one (1) coat of oil based primer.
- Seams must be butted straight. All materials must be left clean without unglued edges or air bubbles. Cut edges must be concealed by hardware, electrical plates, etc.
- Wall Covering Contractor to coordinate all wall covering application in or on cabinet work with cabinet contractor.
- Designer is not responsible for any finish materials used but not specified by our contract documents. All materials used are to be the best of their respective types.

ENERGY CONSERVATION NOTES

- Insulation material shall meet the California Quality Standard per C.M.C.
- All piping and ductwork shall be insulated consistent with the requirements of the C.M.C.
- All HVAC systems shall meet the control requirements per C.M.C.
- All HVAC equipment and appliances shall meet the requirements per C.M.C.
- All doors and windows shall meet minimum infiltration requirements per C.M.C.

GENERAL ACCESS REQUIREMENTS

The following features and facilities shall comply with all applicable provisions of chapter 11B.

- The proposed tenant space and/or area or remodel
- A path of travel from a public way or accessible parking spaces whichever is the primary method of arrival.
- A primary entrance into the building, a path of travel from the accessible building entrance to the area(s) of remodel (including an elevator), and a path of travel to sanitary facilities, public telephones and drinking fountains serving the area of remodel.
- sanitary facilities, drinking fountains and public telephones (when provided) serving the area of remodel or construction.

SANITARY FACILITY FIXTURE & ACCESSIBILITY NOTES

- WATER CLOSETS IN ACCESSIBLE RESTROOM SHALL MEET THE FOLLOWING REQUIREMENTS:
 - THE CONTROLS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST.
 - THE CONTROLS FOR FLUSH VALVES SHALL BE LOCATED ON THE WIDE SIDE OF THE WATER CLOSET AREA AND SHALL BE NO MORE THAN 44" ABOVE THE FLOOR. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LB/ FORCE.
 - TOILET SEATS SHALL NOT SPRING TO RETURN TO A FLIPPED POSITION.
- NEW WATER CLOSETS AND ASSOCIATED FLOWMETER VALVES, IF ANY, SHALL USE NO MORE THAN 6 GALLONS PER FLUSH AND SHALL MEET THE PERFORMANCE STANDARDS OF ANSI A112.19.2 URINALS AND ASSOCIATED FLOWMETER VALVES, IF ANY, SHALL USE NO MORE THAN 1.0 GALLON PER FLUSH AND SHALL MEET ANSI 5 PERFORMANCE STANDARDS.
- URINALS SHALL MEET THE FOLLOWING REQUIREMENT:
 - THE FLUSH CONTROLS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE GRASPING, PINCHING OR TWISTING OF THE WRIST.
- LAVATORIES SHALL COMPLY WITH THE FOLLOWING:
 - FALCET CONTROLS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE AN OPERATING FORCE OF MORE THAN 5 LB/ FORCE. SELF-CLOSING VALVES ARE ALLOWED IF THE FALCET REMAINS OPEN FOR AT LEAST 10 SECONDS.
 - FALCET CONTROLS SHALL BE MOUNTED 40" MAX ABOVE FLOOR.
 - HOT WATER AND DRAIN PIPES UNDER LAVATORIES SHALL BE INSULATED OR OTHERWISE COVERED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACE UNDER THE LAVATORIES.
- SELF-CLOSING VALVES ARE REQUIRED AT ALL LAVATORY FALCETS. THEY SHALL EMIT A MAX OF 2.2 G.P.M.
- GRAB BARS SHALL COMPLY WITH THE FOLLOWING:
 - LOCATE GRAB BARS ON EACH SIDE OR ONE SIDE AND THE BACK OF THE ACCESSIBLE WATER CLOSET SHALL OR COMPARTMENT.
 - GRAB BARS SHALL NOT PROJECT INTO THE CLEAR FLOOR SPACE MORE THAN 3".
- STRUCTURAL STRENGTH OF GRAB BARS, TUB AND SHOWER SEATS, FASTENERS AND MOUNTING DEVICES SHALL MEET THE FOLLOWING SPECIFICATIONS:
 - THE DIAMETER OR WIDTH OF THE GRAB BAR GRIPPING SURFACE SHALL BE 1 1/4" TO 1 3/4" OR THE SHAPE SHALL PROVIDE EQUIVALENT GRIPPING SURFACE. IF MOUNTED ADJACENT TO A WALL, THE SPACE BETWEEN THE WALL AND BAR SHALL BE 1 3/4".
 - FASTENERS AND MOUNTING DEVICES SHALL BE CAPABLE OF RESISTING SHEAR FORCES OF A 250 POUND LOAD. SEE TITLE 24 SECTION 90309(B)(2)(D).
 - TENSILE FORCE INDUCED IN A FASTENER BY A DIRECT TENSION FORCE OF A 250 POUND POINT LOAD PLUS THE MAXIMUM MOMENT FROM THE APPLICATION OF A 250 POUND POINT LOAD, SHALL BE LESS THAN THE ALLOWABLE WITHDRAWAL LOAD BETWEEN THE FASTENER AND SUPPORTING STRUCTURE. CONTRACTOR SHALL PROVIDE BLOCKING W/IN WALL TO ADEQUATELY SUPPORT GRAB BARS, SEATS, AND OTHER MOUNTED DEVICES.
 - GRAB BARS SHALL NOT ROTATE WITHIN THEIR FITTINGS.
 - BARs ARE SMOOTH WITH A MINIMUM RADIUS OF 3". GRAB BARS SHALL BE FREE OF SHARP AND ABRASIVE ELEMENTS.
 - THE MATERIAL OF GRAB BARS AND SEATS SHALL MEET REQUIREMENTS FOR BENDING STRESS AND SHEAR STRESS AS DESCRIBED IN TITLE 24 SECTION 90309(B)(2)(D).
- WATER CLOSET COMPARTMENT DOOR SHALL BE EQUIPPED WITH AN AUTOMATIC CLOSING DEVICE.
- THE INSIDE AND OUTSIDE OF THE COMPARTMENT FLOOR SHALL BE EQUIPPED WITH A LOOP OR U-SHAPED HANDLE IMMEDIATELY BELOW THE LATCH. THE HANDLE SHALL BE FLIP-OVER STYLE, SLIDING, OR OTHER HARDWARE NOT REQUIRING GRASPING OR TWISTING.

K. FIRE SUPPRESSION FIRE ALARMS DEFERRED SUBMITTAL

- COMPLETE PLANS, SPECIFICATION, MATERIAL DATA AND OR CALCULATIONS FOR THE DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED IN A TIMELY MATTER BUT NOT LESS THAN 30 BUSINESS DAYS PRIOR TO INSTALLATION FOR CITY OF LEMON GROVE REVIEW AND APPROVAL.
- THE REGISTERED IRRESPONSIBLE DESIGN PROFESSIONAL SHALL REVIEW THE DEFERRED SUBMITTAL DOCUMENTS AND SUBMIT THEM TO THE BUILDING OFFICIAL, WITH ANNOTATION INDICATING THAT THEY HAVE BEEN REVIEWED AND FOUND TO BE IN GENERAL CONFORMANCE IN THE DESIGN OF THE BUILDING.
- THE DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR DESIGN AND SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL.

GREEN BUILDING STANDARDS

- Bicycle parking. Bicycle parking for projects shall comply with Section 5.106.4. The specific details must be submitted and approved by the City Planning Department.
- Low-emitting, fuel-efficient and carpool/van pool parking. Fuel-efficient vehicle parking will be provided in accordance with CGC Section 5.106.5.2. The specific details for the parking must be submitted and approved by City Planning Department.
- Light pollution reduction. Exterior light pollution must comply with CGC section 5.106.8.
- Moisture control. Landscape irrigation systems shall be designed to prevent spray on structures. Exterior entries subject to foot traffic or wind-driven rain shall be designed to prevent water intrusion into the building. CGC Section 5.407.2.2.1.
- Waste Management. Contractor must submit to the Engineering Department or other Agency that regulates construction waste management a Waste management Plan that outlines the items listed in CGC Section 5.408.1.1.
- Recycling. A minimum of 50% of the construction waste is to be recycled. CGC 5.408.1.1. Documentation of shall be provided to the enforcing agency which demonstrates compliance.
- Recycling. An identified, readily accessible area shall be provided that serves the entire building for collecting recycling, such as paper, cardboard, glass, plastic, metals, etc. CGC Section 5.410.1.
- Documentation. A building "Systems Manual" as listed in the CGC Section 5.410.2.5 shall be delivered to the building owner or representative and facilities operator. The "Systems Manual" shall contain the required features listed in CGC Section 5.410.2.5.1.
- Pollutant control. During Construction, ends of duct opening are to be sealed, and mechanical equipment is to be covered. CGC 5.504.3.
- Pollutant control. VOC's must comply with the limitations listed in Section 5.504.4 and Tables 4.504.1, 5.504.4.1, 5.504.4.2, 5.504.4.3 and 5.504.4.5 for: Adhesives, Sealants, Paints and Coatings, Carpet and Composition Wood Products. CGC 5.504.4.
- Pollutant Control. Mechanically ventilated buildings shall provide regularly occupied areas with air filtration media for outside and return air that provides at least a Minimum Efficiency Reporting Value (MERV) of 8. MERV 8 filters shall be installed prior to occupancy. CGC Section 5.504.5.3

- Pollutant control. Where outdoor areas are provided for smoking, such as areas are prohibited within 25' of building entries, windows and outdoor air intakes. Signage shall be posted to inform occupants of the prohibitions. CGC Section 5.5.4.7.
- Water reduction. The following maximum fixture flow rates from table 5.303.2.3 and Section 5.303.3, as shown below shall apply. Revised general notes, plumbing plans, etc. to match. CGC 5.303. For additions or alterations, this only applies to new fixtures.

MAXIMUM FIXTURE FLOW RATES	
FIXTURE TYPE	MAXIMUM FLOW RATE
Showerheads	2 gmp @ 80psi
Lavatory faucets— nonresidential	0.5 fmp @ 60psi
Kitchen faucets	1.8 gmp @ 60psi
Water closets	1.28 gallon/flush
Urinals	0.5 gallon/flush

- Outdoor water use. Note on the plans that a water budget shall be developed for landscape irrigation use that conforms to the local water efficient landscape ordinance. Where no local ordinance exists, show compliance with the California Department of Water resources Model Water Efficient Landscape Ordinance. See Section 492.5 through 492.9, 492.10 and 492.11 of the State ordinance at <http://www.water.ca.gov/wateruseefficiency/docs/WaterOrdSec492.cfm>
- Outdoor water use. Note on the plans that for new water service (or additions/alterations with >1,000 square feet of cumulative landscaped area), separate sub-meters or metering devices shall be installed for outdoor potable water use. Also, irrigation controllers and sensors shall be installed. CGC Section 5.304.2 and 5.304.3.
- Prior to final inspection the licensed contractor, architect or engineer in responsible charge of the overall construction must provide to the building department official written verification that all applicable provisions from the Green Building Standards Code have been implemented as part of the construction. CGC 102.3.

STORM WATER NOTES

PRIOR TO ANY SOIL DISTURBANCE, TEMPORARY SEDIMENT CONTROLS SHALL BE INSTALLED BY THE CONTRACTOR OR QUALIFIED PERSONS AS INDICATED BELOW:

- ALL REQUIREMENTS OF THE CITY OF SAN DIEGO "STORM WATER STANDARDS MANUAL" MUST BE INCORPORATED INTO THE DESIGN AND CONSTRUCTION OF THE PROPOSED GRADING IMPROVEMENTS CONSISTENT WITH THE APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND/OR WATER POLLUTION CONTROL PLAN (WPCP) FOR CONSTRUCTION LEVEL BMPs AND, IF APPLICABLE, THE STORM WATER QUALITY MANAGEMENT PLAN (SWQMP) FOR POST-CONSTRUCTION BMPs.
- THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL STORM DRAIN INLET PROTECTION, INLET PROTECTION IN THE PUBLIC RIGHT-OF-WAY MUST BE TEMPORARILY REMOVED PRIOR TO A RAIN EVENT TO ENSURE NO FLOODING OCCURS AND REINSTALLED AFTER RAIN IS OVER.
- ALL CONSTRUCTION BMPs SHALL BE INSTALLED AND PROPERLY MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
- THE CONTRACTOR SHALL ONLY GRADE, INCLUDING CLEARING AND GRUBBING, AREAS FOR WHICH THE CONTRACTOR OR QUALIFIED CONTACT PERSON CAN PROVIDE EROSION AND SEDIMENT CONTROL MEASURES.
- THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL SUB-CONTRACTORS AND SUPPLIERS ARE AWARE OF ALL STORM WATER BMPs AND IMPLEMENT SUCH MEASURES. FAILURE TO COMPLY WITH THE APPROVED SWPPP/WPCP WILL RESULT IN THE ISSUANCE OF CORRECTION NOTICES, CITATIONS, CIVIL PENALTIES, AND/OR STOP WORK NOTICES.
- THE CONTRACTOR OR QUALIFIED CONTACT PERSON SHALL BE RESPONSIBLE FOR CLEANUP OF ALL SOIL, DEBRIS, AND MUD ON AFFECTED AND ADJACENT STREETS AND WITHIN STORM DRAIN SYSTEM DUE TO CONSTRUCTION VEHICLES/EQUIPMENT AND CONSTRUCTION ACTIVITY AT THE END OF EACH WORK DAY.
- THE CONTRACTOR SHALL PROTECT NEW AND EXISTING STORM WATER CONVEYANCE SYSTEMS FROM SEDIMENTATION, CONCRETE RINSE, OR OTHER CONSTRUCTION-RELATED DEBRIS AND DISCHARGES WITH THE APPROPRIATE BMPs THAT ARE ACCEPTABLE TO THE RESIDENT ENGINEER AND AS INDICATED IN THE SWPPP/WPCP.
- THE CONTRACTOR OR QUALIFIED CONTACT PERSON SHALL CLEAR DEBRIS, SILT, AND MUD FROM ALL DITCHES AND SWALES PRIOR TO AND WITHIN 3 BUSINESS DAYS AFTER EACH RAIN EVENT OR PRIOR TO THE NEXT RAIN EVENT, WHICHEVER IS SOONER.
- A NON-STORM WATER DISCHARGE LEAVES THE SITE, THE CONTRACTOR SHALL IMMEDIATELY STOP THE ACTIVITY AND REPAIR THE DAMAGES. THE CONTRACTOR SHALL NOTIFY THE RESIDENT ENGINEER OF THE DISCHARGE, PRIOR TO RESUMING CONSTRUCTION ACTIVITY. ANY AND ALL WASTE MATERIAL, SEDIMENT, AND DEBRIS FROM EACH NON-STORM WATER DISCHARGE SHALL BE REMOVED FROM THE STORM DRAIN CONVEYANCE SYSTEM AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
- EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES. ALL NECESSARY MATERIALS SHALL BE STOCKPILED ON SITE AT CONVENIENT LOCATIONS TO FACILITATE RAPID DEPLOYMENT OF CONSTRUCTION BMPs WHEN RAIN IS IMMINENT.
- THE CONTRACTOR SHALL RESTORE AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL BMPs TO WORKING ORDER YEAR ROUND.
- THE CONTRACTOR SHALL INSTALL ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES DUE TO UNFORSSEEN CIRCUMSTANCES TO PREVENT NON-STORM WATER AND SEDIMENT-LADEN DISCHARGES.
- THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATERS CREATE A HAZARDOUS CONDITION.
- ALL EROSION AND SEDIMENT CONTROL MEASURES PROVIDED PER THE APPROVED SWPPP/WPCP SHALL BE INSTALLED AND MAINTAINED. ALL EROSION AND SEDIMENT CONTROLS FOR INTERIM CONDITIONS SHALL BE PROPERLY DOCUMENTED AND INSTALLED TO THE SATISFACTION OF THE RESIDENT ENGINEER.
- AS NECESSARY, THE RESIDENT ENGINEER SHALL SCHEDULE MEETINGS FOR THE PROJECT TEAM (GENERAL CONTRACTOR, QUALIFIED CONTACT PERSON, EROSION CONTROL SUBCONTRACTOR IF ANY, ENGINEER OF WORK, OWNER/DEVELOPER, AND THE RESIDENT ENGINEER) TO EVALUATE THE ADEQUACY OF THE EROSION AND SEDIMENT CONTROL MEASURES AND OTHER BMPs RELATIVE TO ANTICIPATED CONSTRUCTION ACTIVITIES.
- THE CONTRACTOR SHALL CONDUCT VISUAL INSPECTIONS DAILY AND MAINTAIN ALL BMPs AS NEEDED. VISUAL INSPECTIONS AND MAINTENANCE OF ALL BMPs SHALL BE CONDUCTED BEFORE, DURING, AND AFTER EVERY RAIN EVENT AND EVERY 24 HOURS DURING ANY PROLONGED RAIN EVENT. THE CONTRACTOR SHALL MAINTAIN AND REPAIR ALL BMPs AS SOON AS POSSIBLE AS SAFETY ALLOWS.
- CONSTRUCTION ENTRANCE AND EXIT AREA. TEMPORARY CONSTRUCTION ENTRANCE AND EXITS SHALL BE CONSTRUCTED IN ACCORDANCE WITH CASQA FACT SHEET TC-1OR CALTRANS FACT SHEET TC-01 TO PREVENT TRACKING OF SEDIMENT AND OTHER POTENTIAL POLLUTANTS ONTO PAVED SURFACES AND TRAVELED WAYS. WIDTH SHALL BE 10' OR THE MINIMUM NECESSARY TO ACCOMMODATE VEHICLES AND EQUIPMENT WITHOUT BY-PASSING THE ENTRANCE.
- PERFORMANCE STANDARDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTING BMPs BASED ON THE FOLLOWING PERFORMANCE STANDARDS:
 - NON-STORM WATER DISCHARGES FROM THE SITE SHALL NOT OCCUR TO THE MAXIMUM EXTENT PRACTICABLE.
 - STORM WATER DISCHARGES SHALL BE FREE OF POLLUTANTS INCLUDING SEDIMENT TO THE MAXIMUM EXTENT PRACTICABLE.
 - EROSION SHALL BE CONTROLLED BY BMPs TO THE MAXIMUM EXTENT PRACTICABLE. IF RILLS AND GULLIES APPEAR THEY SHALL BE REPAIRED AND ADDITIONAL BMPs INSTALLED TO PREVENT A REOCCURRENCE OF EROSION.
 - INACTIVE AREAS SHALL BE PROTECTED TO PREVENT POLLUTANT DISCHARGES. A SITE OR PORTIONS OF A SITE SHALL BE CONSIDERED INACTIVE WHEN CONSTRUCTION ACTIVITIES HAVE CEASED FOR A PERIOD OF 14 OR MORE CONSECUTIVE DAYS.
 - ACTIVE AND INACTIVE AREAS SHALL BE PROTECTED PRIOR TO RAIN IN ACCORDANCE WITH CHAPTER 5 OF PART 2 OF THE STORM WATER STANDARDS.

APPEAL RE-SUBMITTAL	7/6/2022
RE-SUBMITTAL	10/1/2021
SUBMITTAL	2/24/2021

Rev. _____ Date _____ By _____



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Drawn By _____ Approved _____
Scale _____ Date 2/21/2021

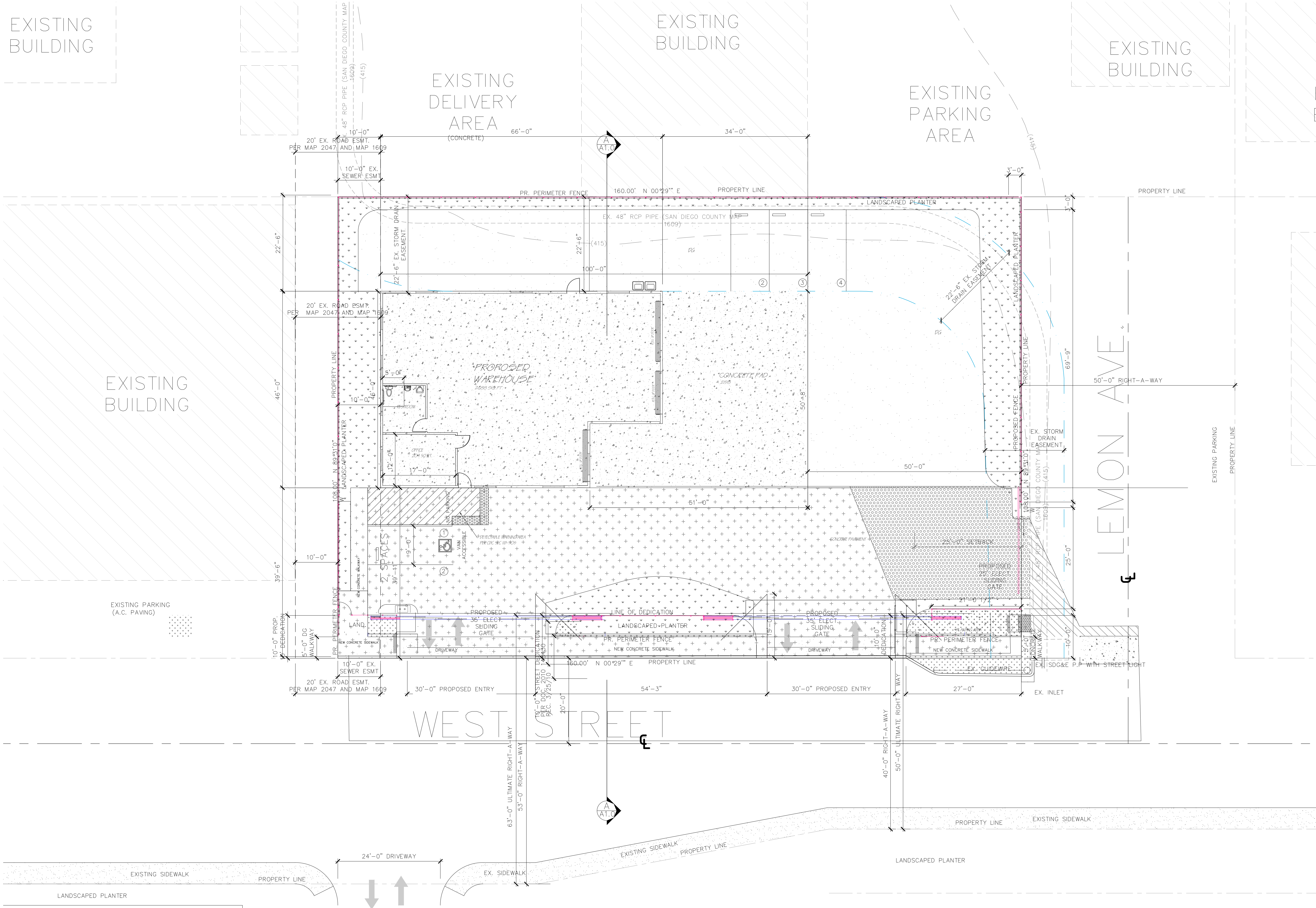
CONTRACTOR'S STORAGE WAREHOUSE

3450 WEST STREET
LEMON GROVE, CA 92122

Sheet Title

NOTES

Project No. _____ Sheet No. _____
Date _____ A-0.1



SITE PLAN
SCALE = 1:100

APPEAL RE-SUBMITTAL	7/6/2022
Rev.	Date By

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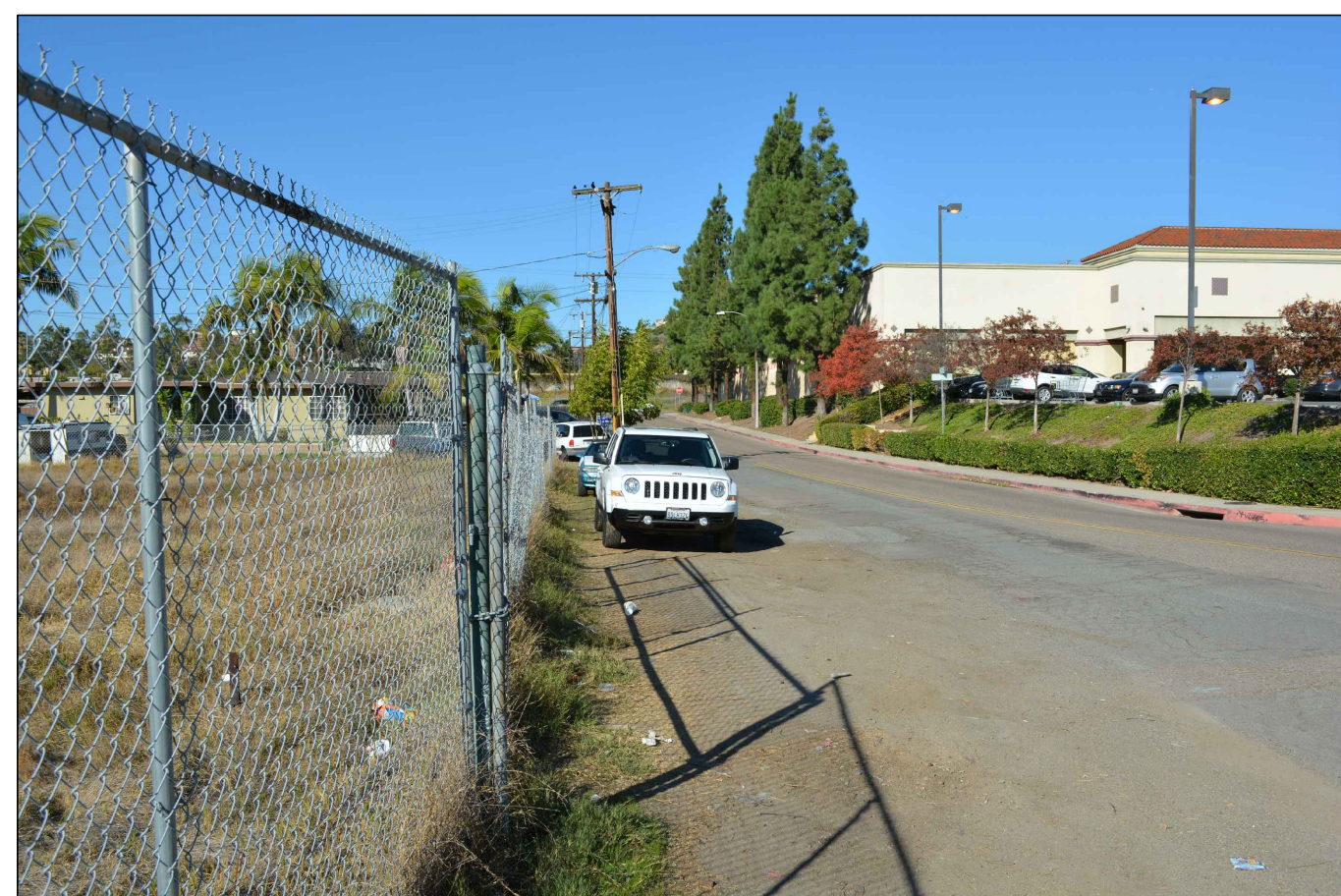
Drawn By	Approved
Scale	Date 2/21/2021

CONTRACTOR'S STORAGE WAREHOUSE

3450 WEST STREET
LEMON GROVE, CA 92122

Sheet Title

Project No.	Sheet No.
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1



5



8



11



2



6



9



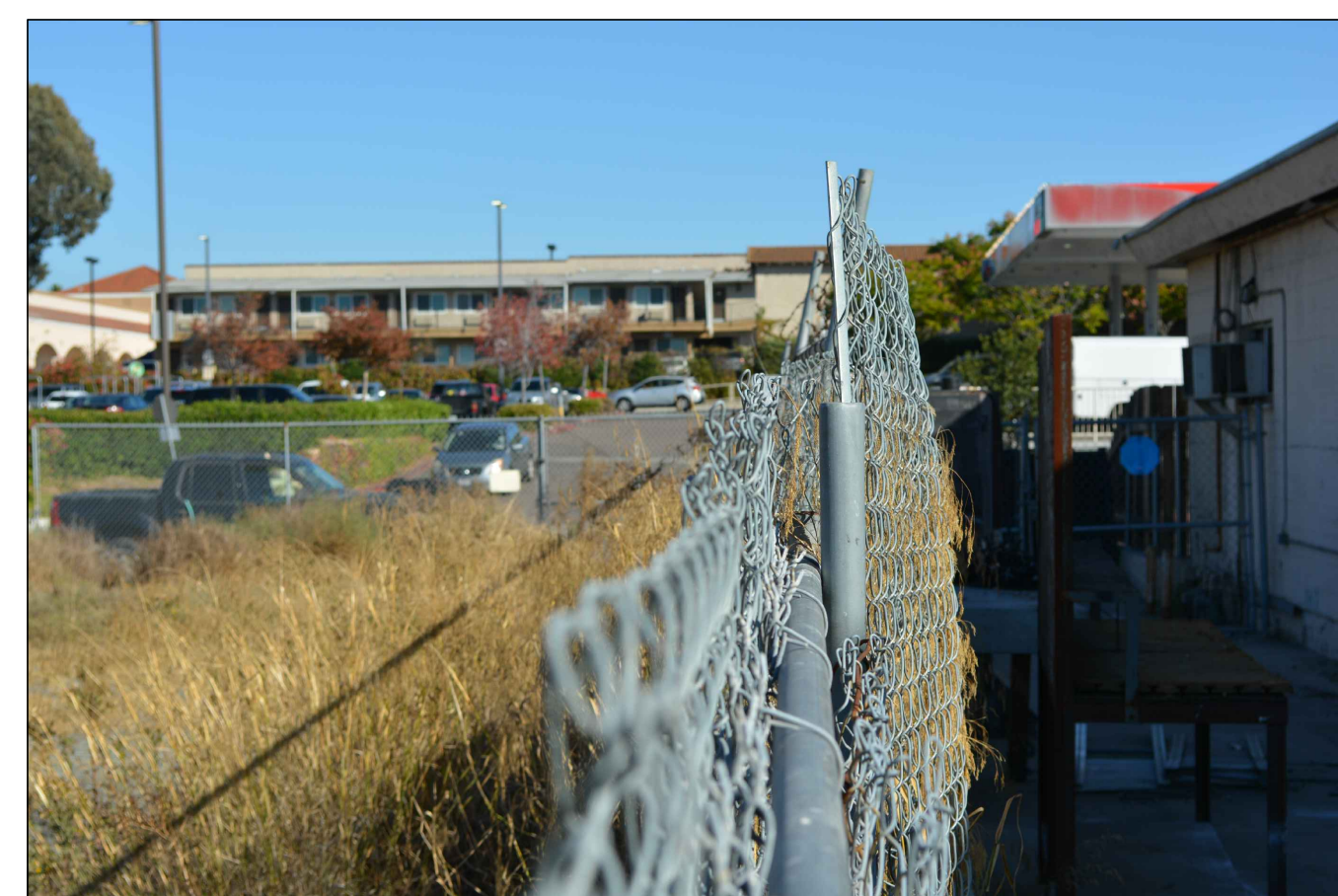
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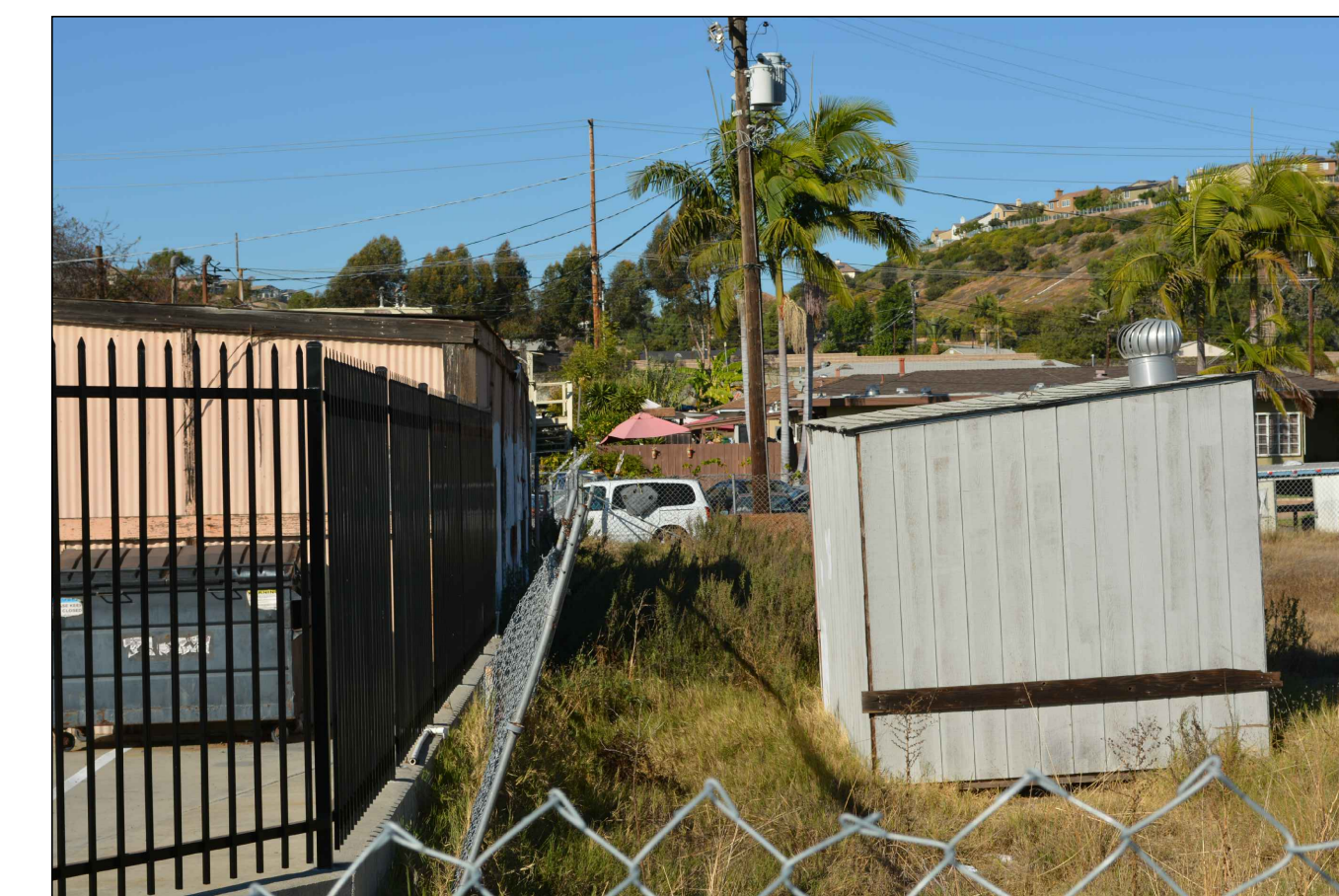
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7



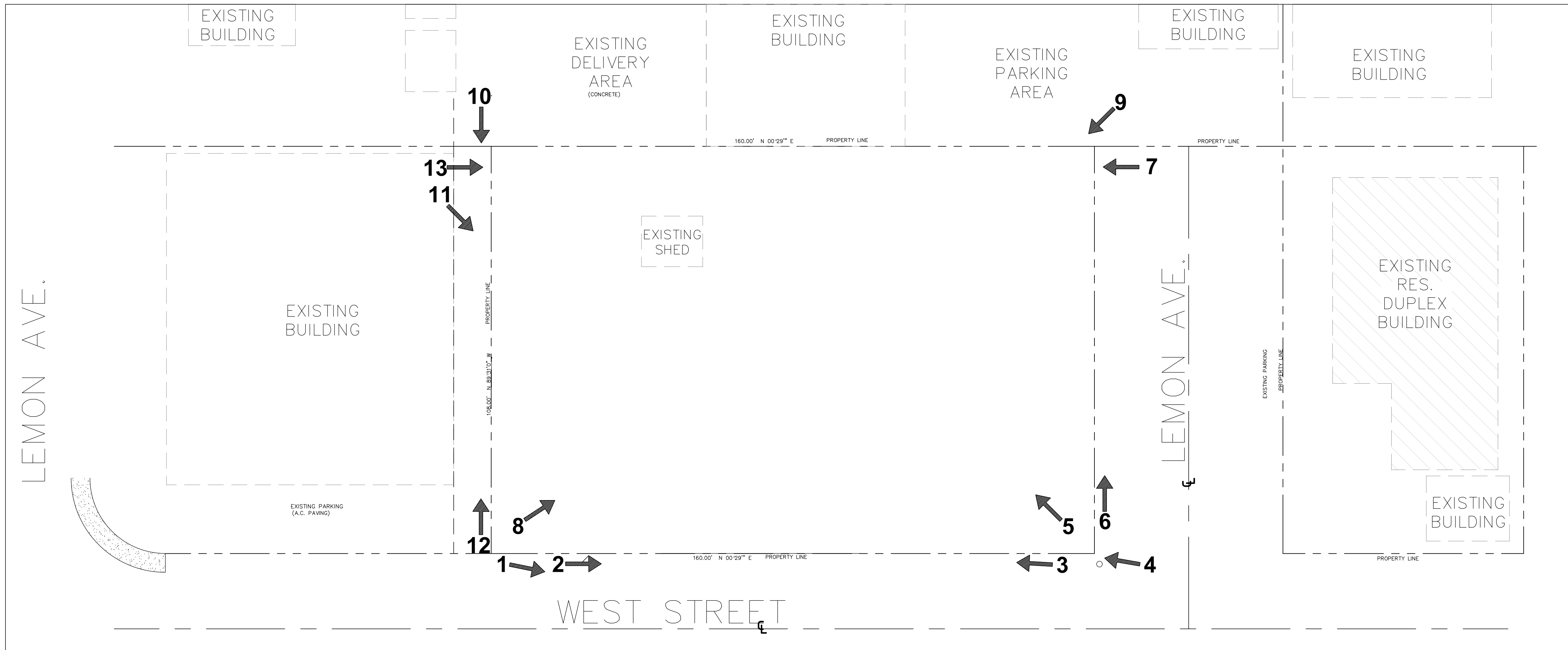
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13



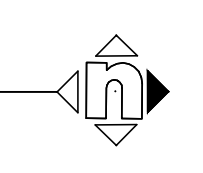
4



SITE PHOTO REFERENCE POINTS

REFERENCE SITE PLAN

NTS



Rev.	APPEAL RE-SUBMITTAL	7/6/2022
	RE-SUBMITTAL	10/1/2021
	SUBMITTAL	2/24/2021



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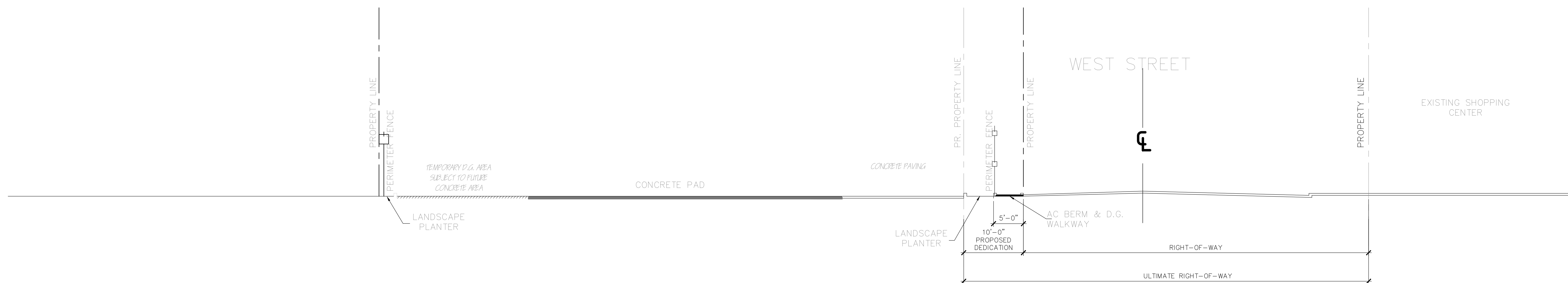
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CONTRACTOR'S STORAGE WAREHOUSE

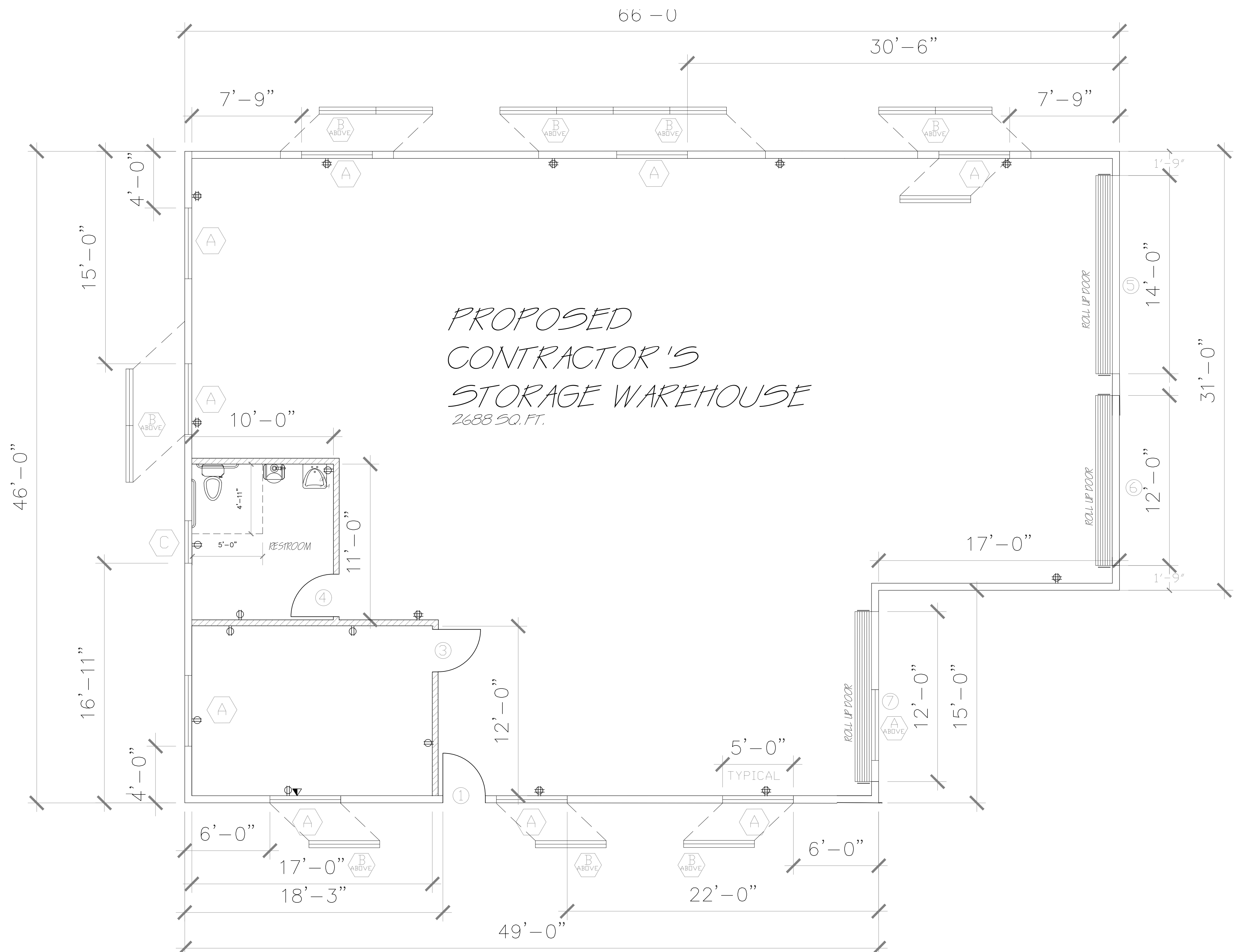
3450 WEST STREET
LEMON GROVE, CA 92122

PHOTO SURVEY

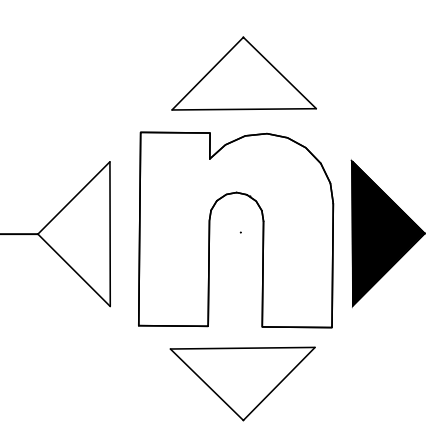


A *SITE SECTION*
SCALE 1/8" = 1'-0"

PARTITION PLAN LEGEND		DOOR AND WINDOW SCHEDULE	
	EXTERIOR WALL OF METAL STRUCTURE	①	NEW METAL EXTERIOR DOOR 3'-0"x8'-0" WITH LOCKSET
	NEW INTERIOR PARTITION	②	NEW METAL EXTERIOR DOOR 3'-0"x8'-0" WITH LOCKSET
	EXTERIOR WINDOW REFER TO SCHEDULE FOR TYPE AND SIZE	③	NEW SOLID CORE WOOD PAINT GRADE INTERIOR DOOR 3'-0"x8'-0" WITH LOCKSET
	NEW DOOR REFER TO SCHEDULE FOR TYPE AND SIZE	④	NEW SOLID CORE WOOD PAINT GRADE INTERIOR DOOR 3'-0"x8'-0" WITH PRIVACY LOCKSET
	NEW DUPLEX ELECTRICAL OUTLET MOUNTED AT 18" TO THE CENTER OF BOX UNLESS OTHERWISE NOTED	⑤	NEW ROLL UP EXTERIOR METAL DOOR 14'-0"x14'-0"
	NEW FOURPLEX ELECTRICAL OUTLET MOUNTED AT 18" TO THE CENTER OF BOX UNLESS OTHERWISE NOTED	⑥	NEW ROLL UP EXTERIOR METAL DOOR 12'-0"x14'-0"
	NEW DATA OUTLET MOUNTED AT 18" TO THE CENTER OF BOX UNLESS OTHERWISE NOTED	⑦	NEW ROLL UP EXTERIOR METAL DOOR 12'-0"x14'-0"
		WINDOW TYPES	
	TYPE A		TYPE B
	TYPE C		



PARTITION = POWER/DATA PLAN
SCALE 1/4" = 1'-0"



APPEAL RE-SUBMITTAL	7/8/2022
RE-SUBMITTAL	10/1/2021
SUBMITTAL	2/24/2021

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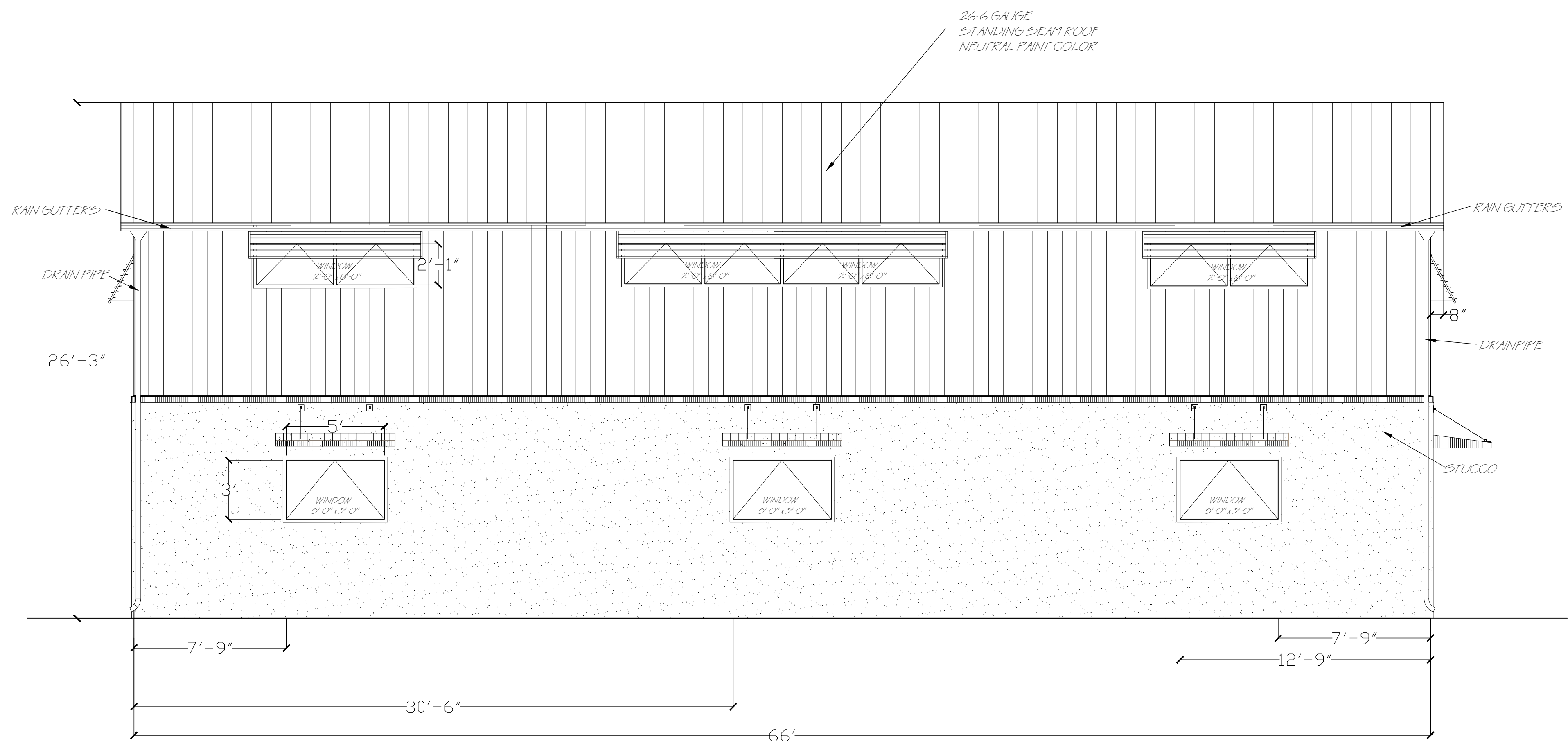
Drawn By: _____
Scale: _____
Approved: _____
Date: 2/21/2021

CONTRACTOR'S STORAGE WAREHOUSE

3450 WEST STREET
LEMON GROVE, CA 92122

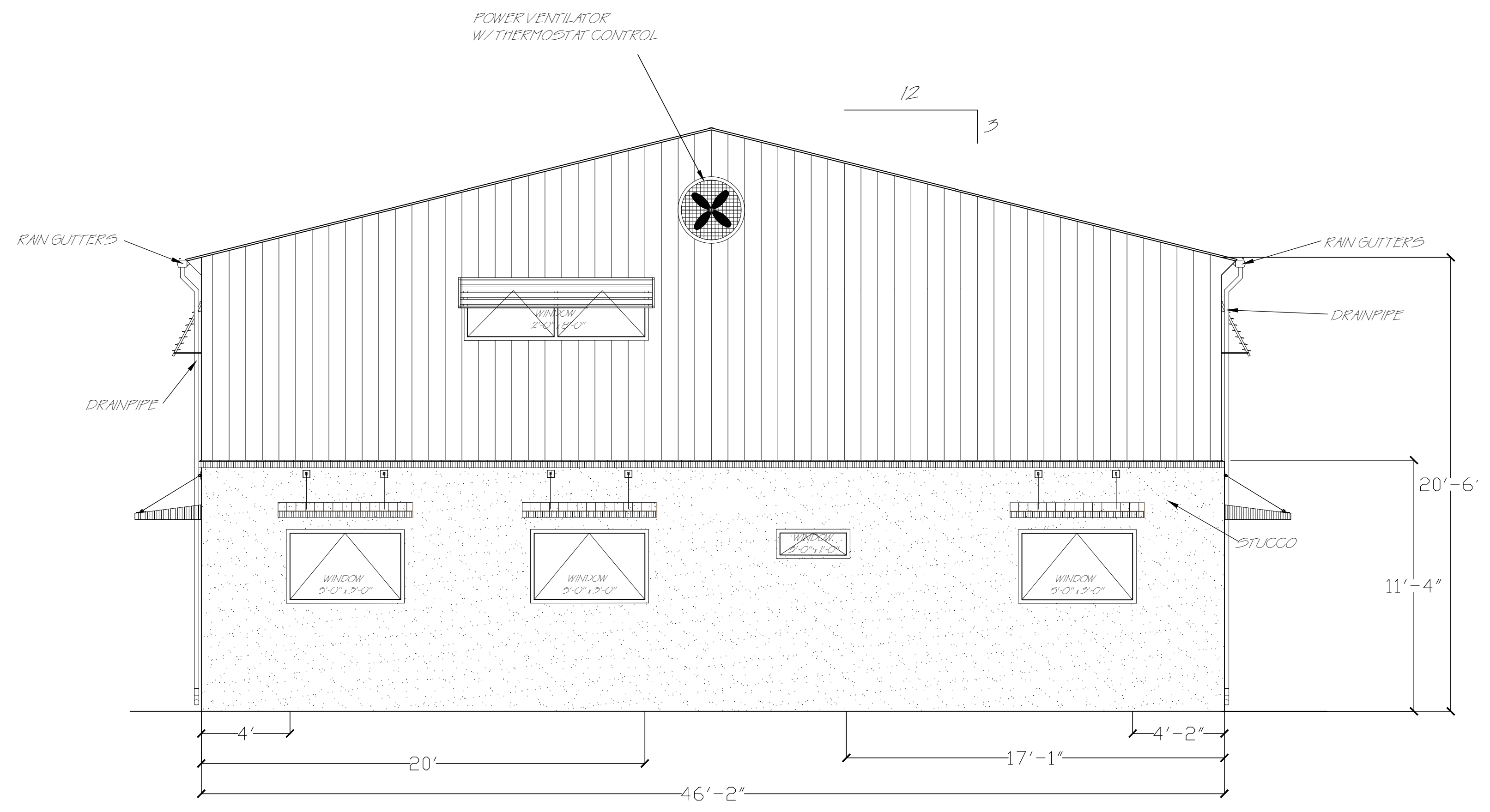
FLOOR PLAN

Project No. _____
Sheet No. **A1.0**



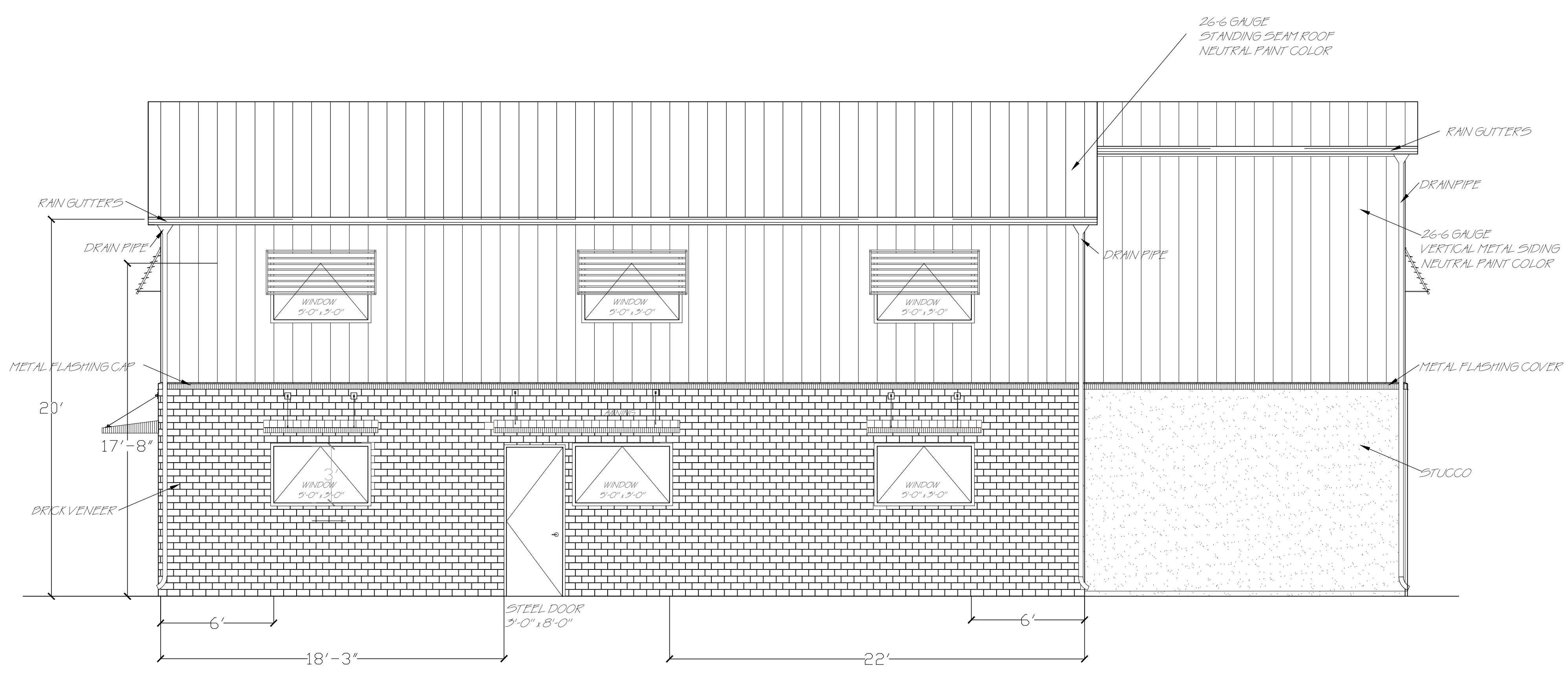
WEST ELEVATION

SCALE: 1/4" = 1'-0"



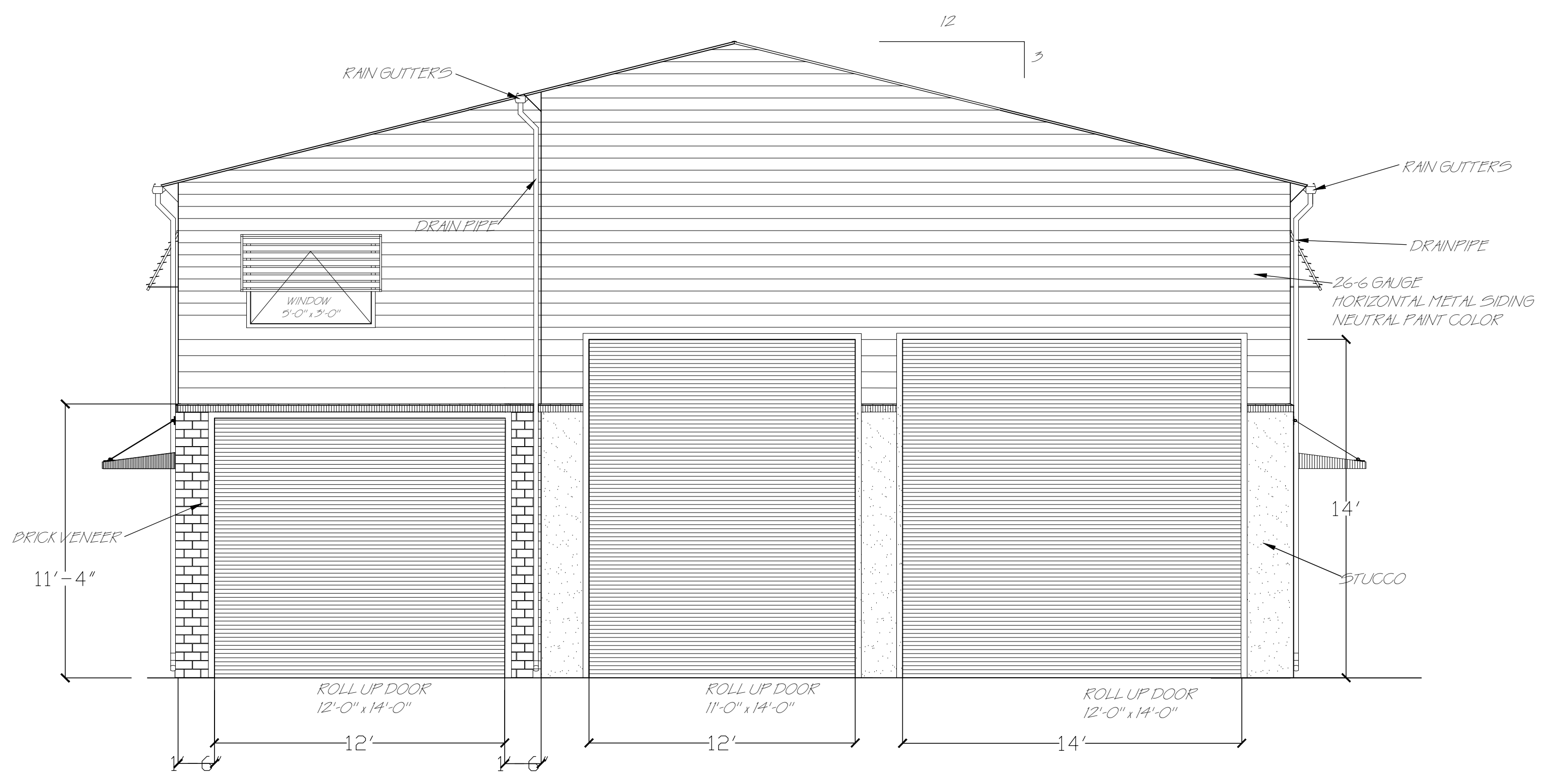
SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



EAST ELEVATION

SCALE: 1/4" = 1'-0"



NORTH ELEVATION

SCALE: 1/4" = 1'-0"

Rev.	DESCRIPTION	Date	By
1	APPEAL RE-SUBMITTAL	7/8/2022	
2	RE-SUBMITTAL	10/1/2021	
3	SUBMITTAL	2/24/2021	



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**CONTRACTOR'S
STORAGE
WAREHOUSE**

3450 WEST STREET
LEMON GROVE, CA 92122

ELEVATIONS

Project No. _____ Sheet No. **A3.1**



EAST ELEVATION AT STREET

Rev.	Date	By
△	5/1/2022	
△	10/1/2021	
---	6/24/2021	
---	2/24/2021	

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 Scale: _____ Date: 2/21/2021

**CONTRACTOR'S
 STORAGE
 WAREHOUSE**

**3450 WEST STREET
 LEMON GROVE, CA 92122**

ELEVATIONS

Project No. _____ Sheet No. **A3.2**

CONTRACTOR WAREHOUSE

PRELIMINARY GRADING PLAN - CITY OF LEMON GROVE

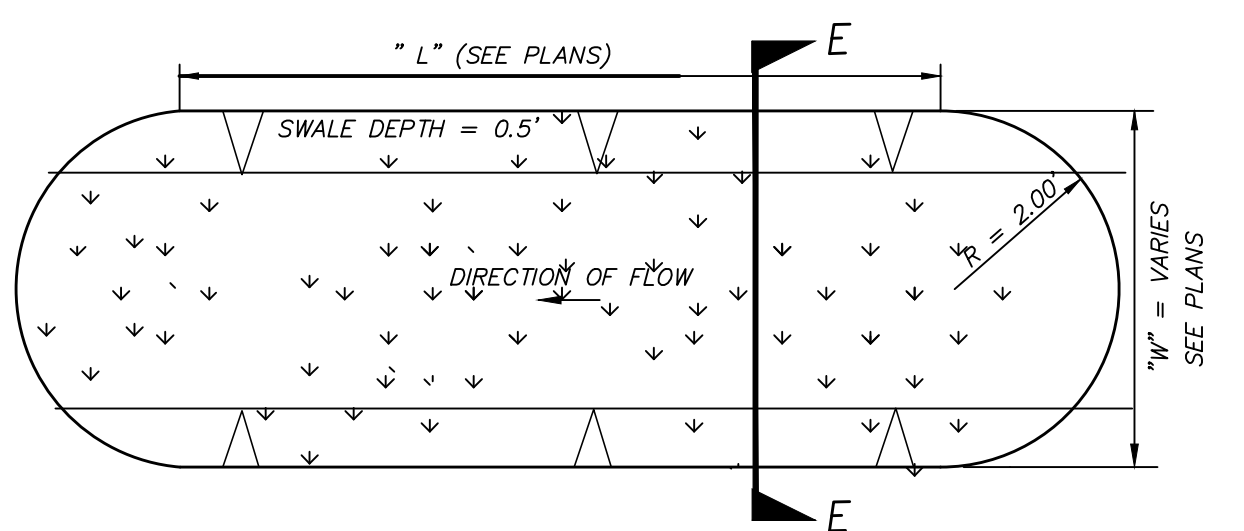
PAVING LEGEND

	ASPHALT OVERLAY/REPAIR (PER GOETECH REPORT)	1,148 SF
	CONCRETE SURFACE	3,734 SF
	CONCRETE CROSS GUTTER	89 SF
	CONCRETE CURB, GUTTER, DRIVEWAY & SIDEWALK	1,383 SF
	AGGREGATE SURFACE	4,205 SF
	GRAVELPAVE	774 SF
	LANDSCAPE	2,729 SF
	BUILDING (SEPARATE PERMIT)	2,670 SF
	CONCRETE PAD (SEPARATE PERMIT)	2,198 SF

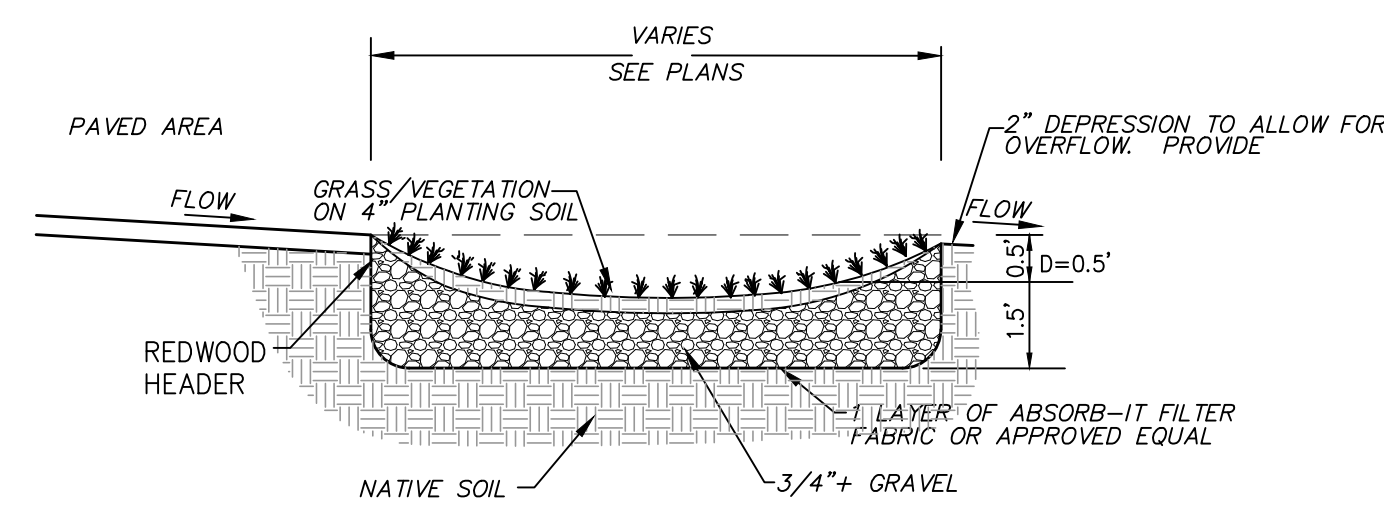
TOTAL PROJECT NEW OR REPLACED IMPERVIOUS AREA: 9,874 SF
 EXISTING ONSITE IMPERVIOUS AREA: 3,875 SF
 EXISTING ONSITE PERVIOUS AREA: 13,549 SF

GRADING NOTES:

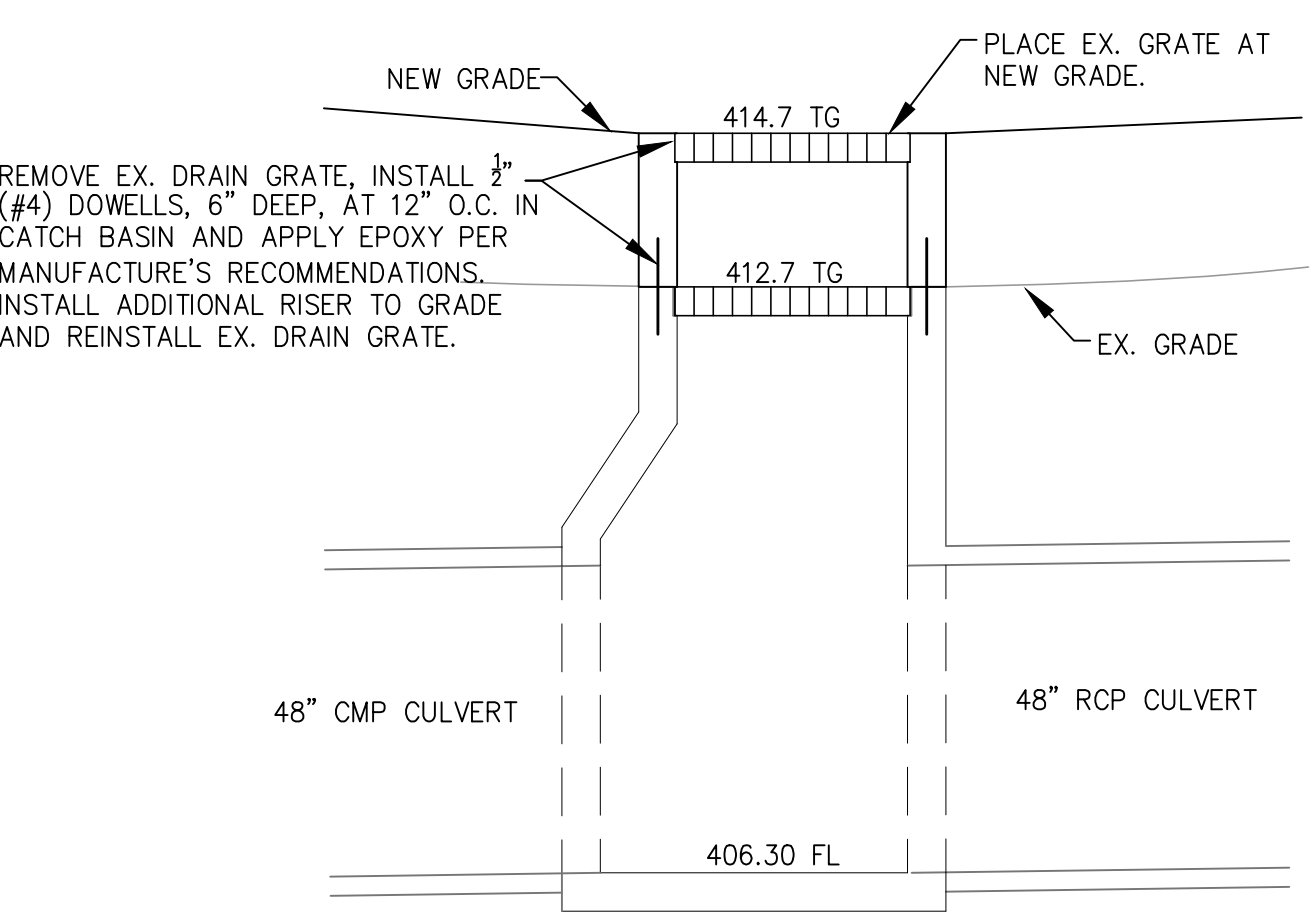
- CONTRACTORS WAREHOUSE BUILDING AND CONCRETE SLAB ARE PER SEPARATE PERMIT.
- GRADING ABOVE THE EX. 48" RCP STORM DRAIN SHALL BE MINIMAL. PER GEOTECHNICAL ENGINEER'S RECOMMENDATION, SCARIFY EXPOSED SURFACES AND MOISTURE CONDITION PRIOR TO PLACING FILL.
- IF THE SOIL ABOVE THE EXISTING STORM DRAIN PIPE IS FOUND TO BE OF INSUFFICIENT DENSITY, THE SOIL SHALL BE REMOVED AND RECOMPACTED (USING A LIGHT WEIGHT WALK BEHIND COMPACTOR) AS NECESSARY TO MEET 90% COMPACTION REQUIREMENTS ON OTHER REQUIREMENTS AS DETERMINED BY THE SOIL'S ENGINEER OF RECORD.
- DRIVEWAYS WILL SLOPE TOWARDS THE LANDSCAPE PLANTERS, AND LANDSCAPE DRAINS WILL BE PROVIDED AND DEPRESSED TO CAPTURE FLOWS IN THE PLANTER. 6" DRAIN PIPES WILL CONVEY RUNOFF FROM THE PLANTERS TO THE EXISTING STORM DRAIN INLET.



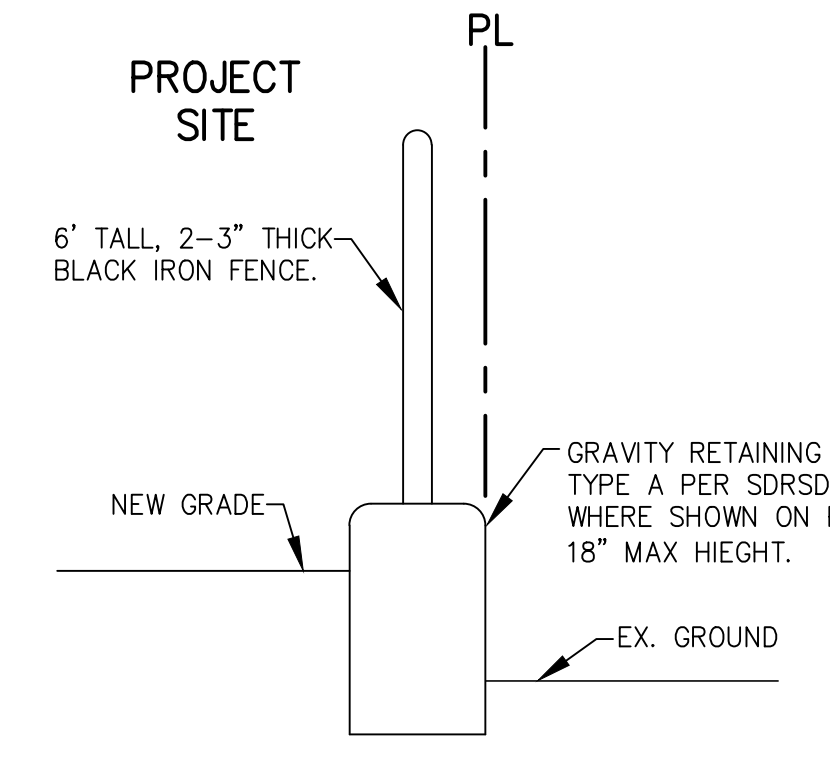
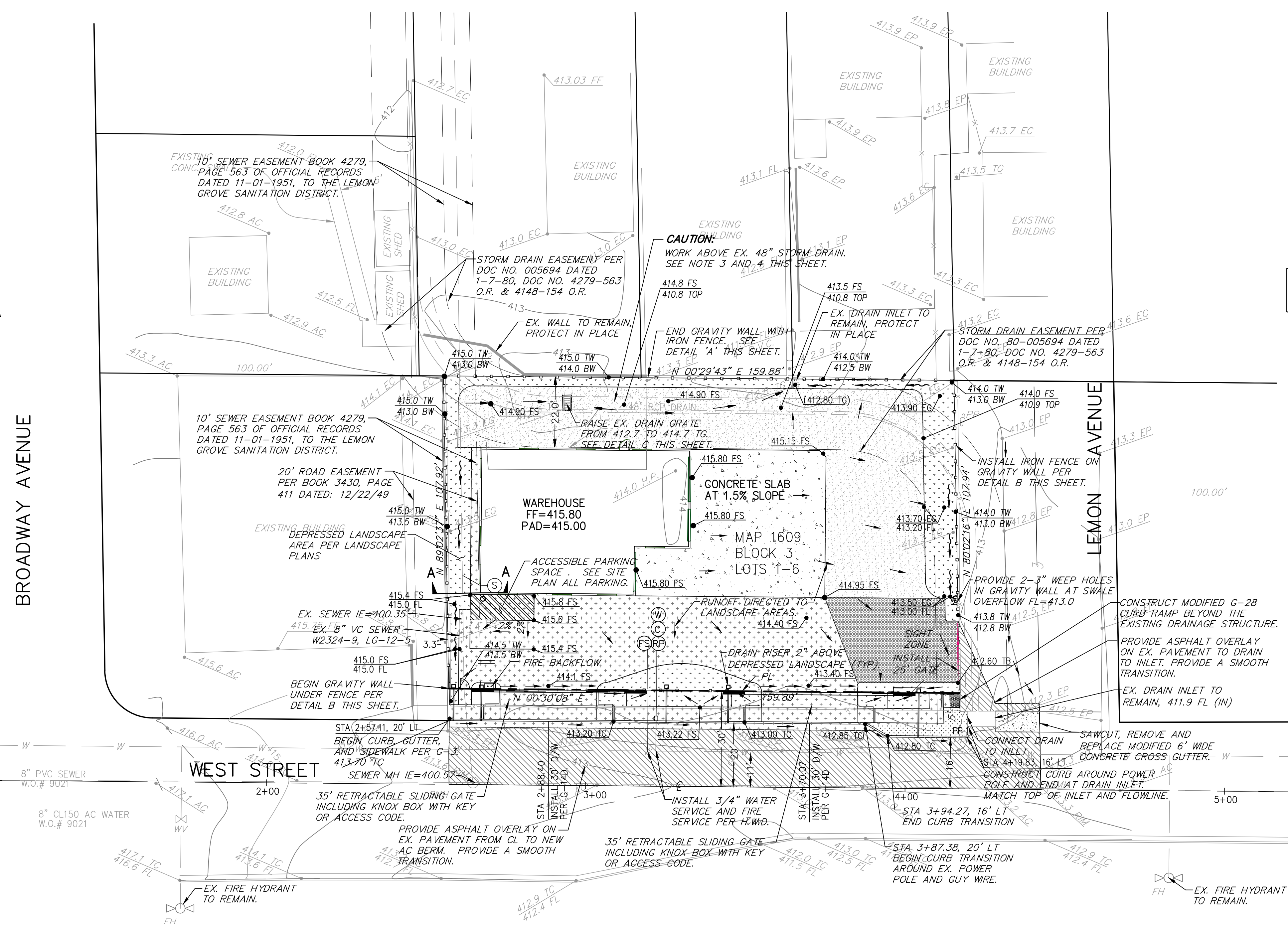
DETAIL 'A'
DEPRESSED LANDSCAPE/PLAN VIEW
NOT TO SCALE



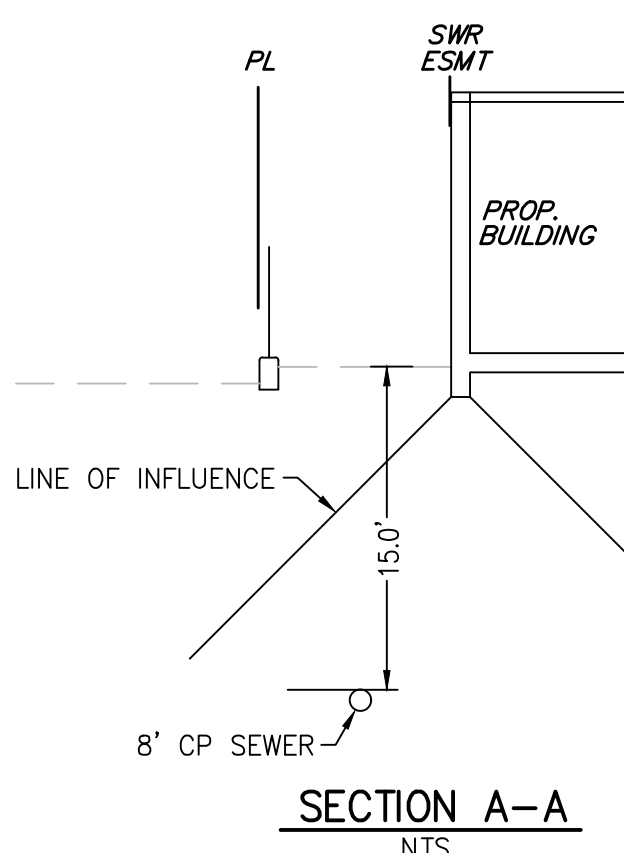
SECTION 'E-E'
DEPRESSED LANDSCAPE AREA
NOT TO SCALE



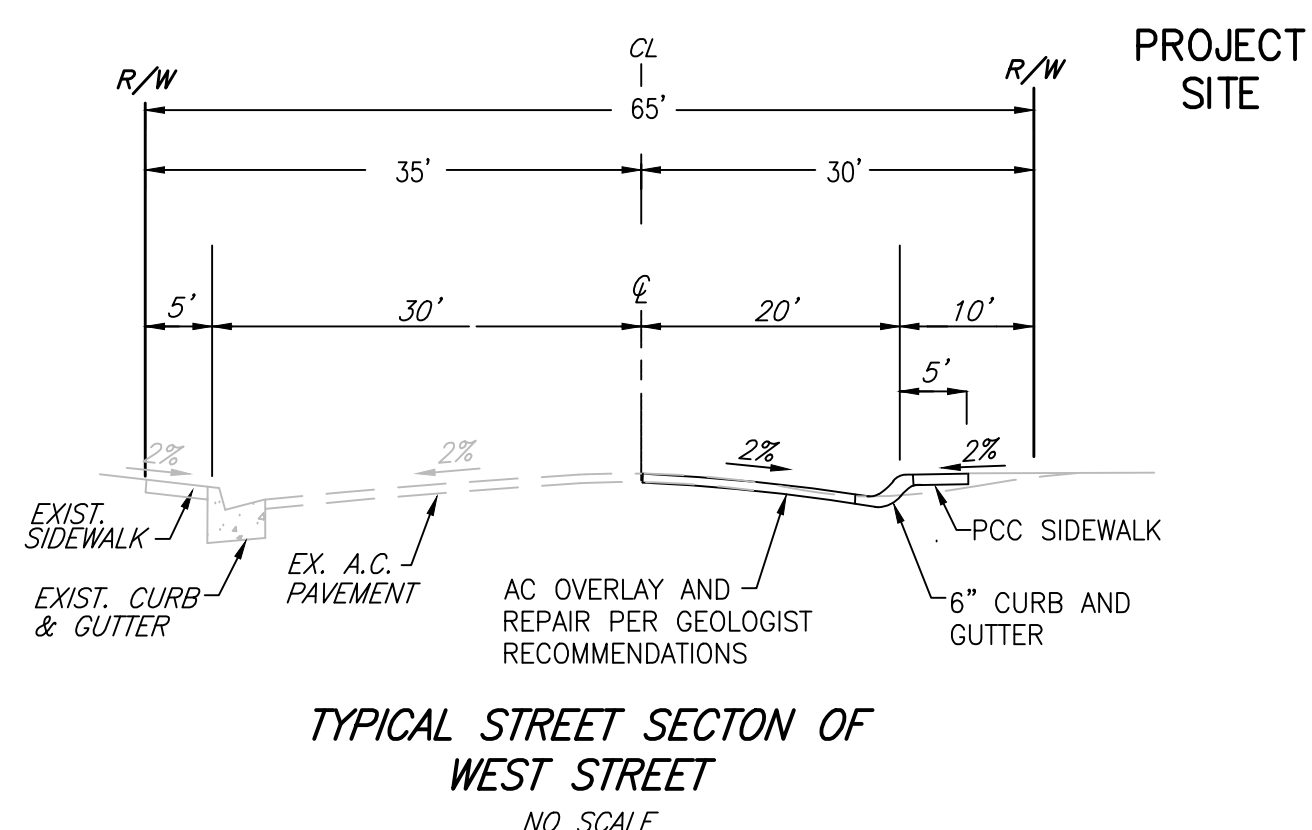
'DETAIL C'
CATCH BASIN MODIFICATION
NTS



'DETAIL B'
NTS

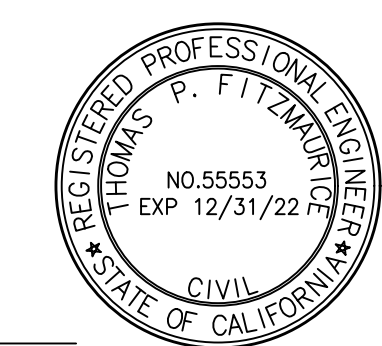


SECTION A-A
NTS

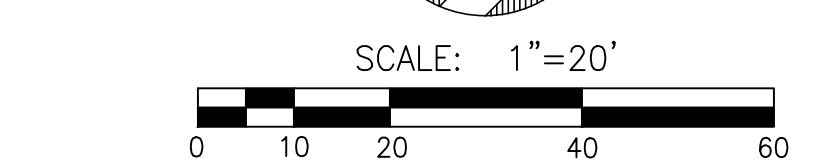


TYPICAL STREET SECTION OF WEST STREET
NO SCALE

ENGINEER OF WORK



THOMAS P. FITZMAURICE R.C.E. 55553 DATE
 EXPIRES ON 12/31/22



PRELIMINARY GRADING PLAN FOR

3450 WEST STREET

CONTRACTOR'S WAREHOUSE		APN 480-021-72
CITY OF LEMON GROVE, CALIFORNIA		CONTRACT NO.
PUBLIC WORKS DEPARTMENT		DEPARTMENT HEAD
SHEET OF SHEETS		PROJECT MANAGER
APPROVED:	DATE	
PATRICK LUND-CITY ENGINEER		
DESCRIPTION	DRAWN BY	APPROVED DATE FILMED
ORIGINAL		
AS-BUILT		
CONTRACTOR	DATE STARTED	632-1851
INSPECTOR	DATE COMPLETED	NAD 83 COORDINATES

PREPARED BY:
FITZMAURICE CONSULTING
 -CIVIL ENGINEERING-
 3529 RIVIERA DRIVE
 SAN DIEGO, CALIFORNIA 92109
 (858) 752-2393
 FCC92109@gmail.com

CONSTRUCTION RECORD	REFERENCES	DATE	BY	REVISIONS	ACPTD	BENCH MARK	SCALE	DESIGNED BY	DRAWN BY	CHECKED BY	REVIEWED	DIG ALERT
						A CHISELED SQUARE 75' SOUTHERLY OF THE INTERSECTION OF BROADWAY AND WEST STREET. ELEVATION: 426.65 DATUM: MEAN SEA LEVEL	HORIZ: VERT:	PLANS PREPARED UNDER THE SUPERVISION OF RLA NO.	DATE EXPIRES	PROJECT ENGINEER	CONTRACTOR MUST NOTIFY THE BELOW LISTED AGENCY AT LEAST TWO (2) WORKING DAYS PRIOR TO COMMENCEMENT OF EXCAVATION: UNDERGROUND SERVICE ALERT (USA) 1-800-422-4133	

NOTES:

ALL LANDSCAPE AND IRRIGATION AREAS SHALL CONFORM TO THE STANDARDS OF THE CITY WIDE LANDSCAPE REGULATIONS AND THE CITY OF SAN DIEGO LAND DEVELOPMENT MANUAL LANDSCAPE STANDARDS, AND ALL OTHER LANDSCAPE RELATED CITY AND REGIONAL STANDARDS.

1. ALL LANDSCAPE AREAS NOT CONTAINING TREES SHALL HAVE A MINIMUM FINISHED DIMENSION OF 3 FEET (WIDTH) MEASURED FROM THE INSIDE FACE OF PAVEMENT.
2. EACH TREE SHALL BE PLANTED IN AN AIR AND WATER PERMEABLE PLANTING AREA OF AT LEAST 40 SQUARE FEET WITH A MINIMUM FINISHED DIMENSION (WIDTH) OF 5 FEET MEASURED FROM THE INSIDE FACE OF PAVEMENT. THE PLANTING SHALL BE UNENCUMBERED BY UTILITIES.
3. ALL VEHICLE USE AREAS (VUA) SHALL HAVE A MINIMUM OF ONE TREE WITHIN 30 FEET OF EACH DESIGNATED PARKING SPACE.
4. ALL PAVEMENT WITHIN 5 FEET OF A TREE SHALL BE LINED WITH A DEEP ROOT BARRIER ALONG THE EDGE OF THE HARDSCAPE.
5. SOIL SURFACE WILL BE A COMBINATION OF BARE TAMPED DECOMPOSED GRANITE, WHICH IS NOT TO BE MULCHED, AND A 3" MIN. DEEP LAYER OF SHREDDED TREE SERVICE OR WOOD MULCH FOR A NATURALISTIC AND ARTISTIC EFFECT. DISTRIBUTION SHALL BE DECIDED BY THE CONTRACTOR / DESIGNER (PLANTS COMPREHENSIVE) AT TIME OF INSTALLATION.
6. ANY CHANGES TO THE SITE AND/OR LANDSCAPE PLANS SHALL BE SUBMITTED TO THE CITY LANDSCAPE PLANNER FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING.
7. ANY DISCREPANCIES OR CONFLICTS IN DIMENSIONS, LANDSCAPE AREA OR MATERIAL SHALL BE BROUGHT TO THE ATTENTION OF THE CITY LANDSCAPE PLANNER, THE OWNERS, AND THE DESIGNER/ARCHITECT PRIOR TO INSTALLATION.
8. TREES REQUIRED BY THIS DIVISION SHALL BE SELF-SUPPORTING, WOODY PLANTS WITH AT LEAST ONE WELL-DEFINED TRUNK AND SHALL NORMALLY ATTAIN A MATURE HEIGHT AND SPREAD OF AT LEAST 15 FEET.
9. IRRIGATION: AN AUTOMATIC, ELECTRICALLY CONTROLLED IRRIGATION SYSTEM SHALL BE PROVIDED AS REQUIRED BY LDC 142.0403(c) 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. ALL PROPOSED IRRIGATION SYSTEMS WILL USE AN APPROVED RAIN SENSOR SHUTOFF DEVICE. THE IRRIGATION SYSTEM WILL UTILIZE BELOW SURFACE DRIP EMITTERS.
10. ALL REQUIRED LANDSCAPE AREAS SHALL BE MAINTAINED BY THE OWNER. THE LANDSCAPE AREAS SHALL BE MAINTAINED FREE OF DEBRIS AND LITTER AND ALL PLANT MATERIAL SHALL BE SATISFACTORILY TREATED OR REPLACED PER THE CONDITIONS OF THE PERMIT.
10. ALL LANDSCAPE AND IRRIGATION SHALL CONFORM TO THE CITY OF SAN DIEGO'S LAND DEVELOPMENT CODE, LANDSCAPE REGULATIONS; THE LAND DEVELOPMENT MANUAL, LANDSCAPE STANDARDS, AND ALL OTHER CITY AND REGIONAL STANDARDS.

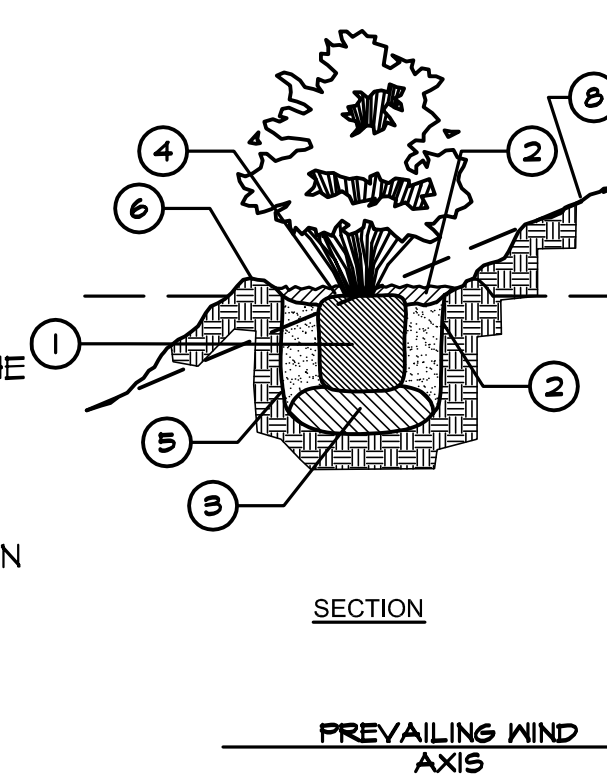
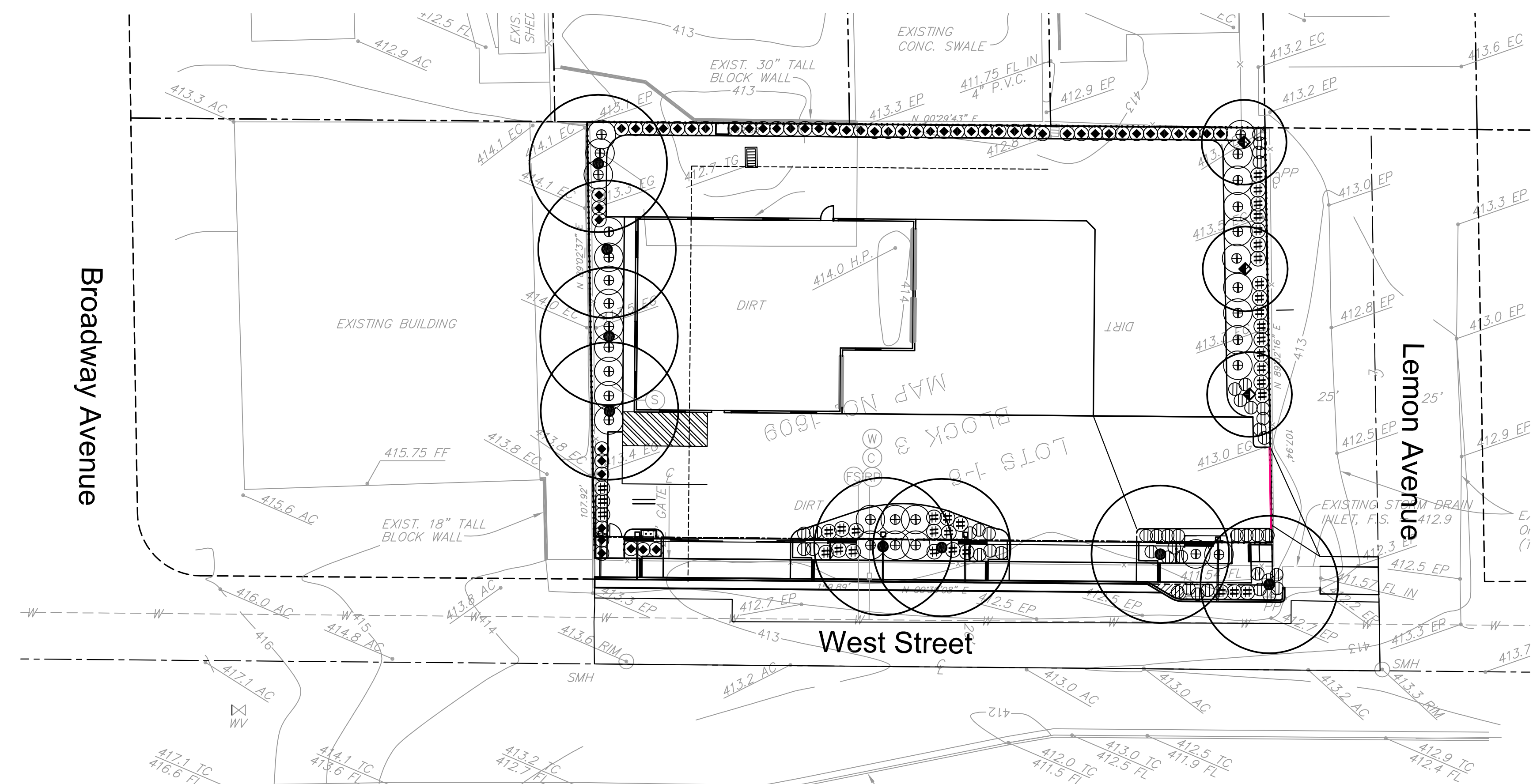
ADDITIONAL CITY NOTES:

1. PRIOR TO ISSUANCE OF PUBLIC RIGHT-OF-WAY PERMITS, THE OWNER/PERMITEE SHALL SUBMIT COMPLETE LANDSCAPE CONSTRUCTION DOCUMENTS DEMONSTRATING THE RIGHT-OF-WAY IMPROVEMENTS TO THE DEVELOPMENT SERVICES DEPARTMENT FOR APPROVAL. IMPROVEMENT PLANS SHALL INDICATE AN AREA EQUAL TO 40 SQUARE FEET AROUND EACH TREE WHICH IS UNENCUMBERED BY UTILITIES, DRIVENWAYS, UTILITIES, DRAINS, WATER AND SEWER LATERALS SHALL BE DESIGNED SO AS NOT TO PROHIBIT THE PLACEMENT OF STREET TREES.
2. PRIOR TO ISSUANCE OF BUILDING PERMITS, THE OWNER/PERMITEE SHALL SUBMIT COMPLETE LANDSCAPE AND IRRIGATION CONSTRUCTION DOCUMENTS CONSISTENT WITH THE LAND DEVELOPMENT MANUAL, LANDSCAPE STANDARDS TO THE DEVELOPMENT SERVICES DEPARTMENT FOR APPROVAL. THE CONSTRUCTION DOCUMENTS SHALL BE IN SUBSTANTIAL CONFORMANCE WITH EXHIBIT "A," LANDSCAPE DEVELOPMENT PLAN, ON FILE IN THE OFFICE OF THE DEVELOPMENT SERVICES DEPARTMENT.
3. PRIOR TO THE PERFORMANCE OF A FINAL INSPECTION, IT SHALL BE THE RESPONSIBILITY OF THE OWNER/PERMITEE TO INSTALL ALL REQUIRED LANDSCAPE. A "NO FEE" STREET TREE PERMIT, IF APPLICABLE, SHALL BE OBTAINED FOR THE INSTALLATION, ESTABLISHMENT, AND ON-GOING MAINTENANCE OF ALL STREET TREES.
4. THE OWNER SHALL MAINTAIN ALL LANDSCAPE IN A DISEASE, WEED AND LITTER FREE CONDITION AT ALL TIMES. SEVERE PRUNING OR "TOPPING" OF TREES IS NOT PERMITTED. THE TREES SHALL BE MAINTAINED IN A SAFE MANNER TO ALLOW EACH TREE TO GROW TO ITS MATURE HEIGHT AND SPREAD. THE LANDSCAPE SHALL BE MAINTAINED 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.
5. THE OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPE AND IRRIGATION IMPROVEMENTS IN THE RIGHT-OF-WAY CONSISTENT WITH THE LAND DEVELOPMENT MANUAL, LANDSCAPE STANDARDS.
6. IF ANY REQUIRED LANDSCAPE (INCLUDING EXISTING OR NEW PLANTINGS, HARDSCAPE, LANDSCAPE FEATURES, ETC.) INDICATED ON THE APPROVED CONSTRUCTION DOCUMENT PLANS IS DAMAGED OR REMOVED DURING DEMOLITION OR CONSTRUCTION, THE OWNER/PERMITEE IS RESPONSIBLE TO REPAIR AND/OR REPLACE ANY LANDSCAPE IN KIND AND EQUIVALENT SIZE PER THE APPROVED DOCUMENTS TO THE SATISFACTION OF THE DEVELOPMENT SERVICES DEPARTMENT WITHIN 30 DAYS OF DAMAGE OR PRIOR TO THE PERFORMANCE OF A FINAL LANDSCAPE INSPECTION.

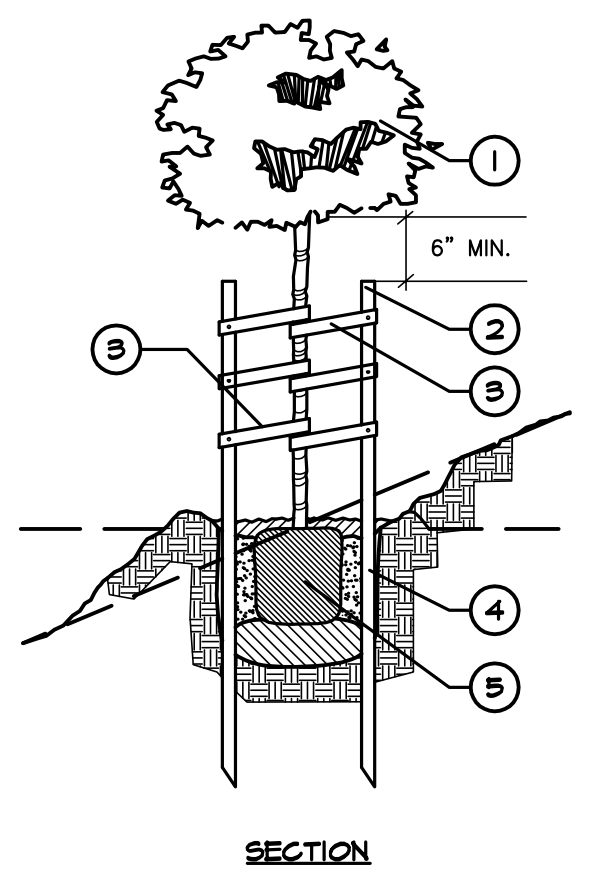
MINIMUM STREET TREE SEPARATION DISTANCE	
IMPROVEMENT	MINIMUM DISTANCE TO STREET TREE
TRAFFIC SIGNALS AND STOP SIGNS	20'
UNDERGROUND UTILITY LINES	5'
ABOVEGROUND UTILITY LINES	10'
DRIVEWAY ENTRIES	10'
INTERSECTIONS	25'
SEWER LINES	10'

LANDSCAPE MAINTENANCE SCHEDULE: (MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNER)

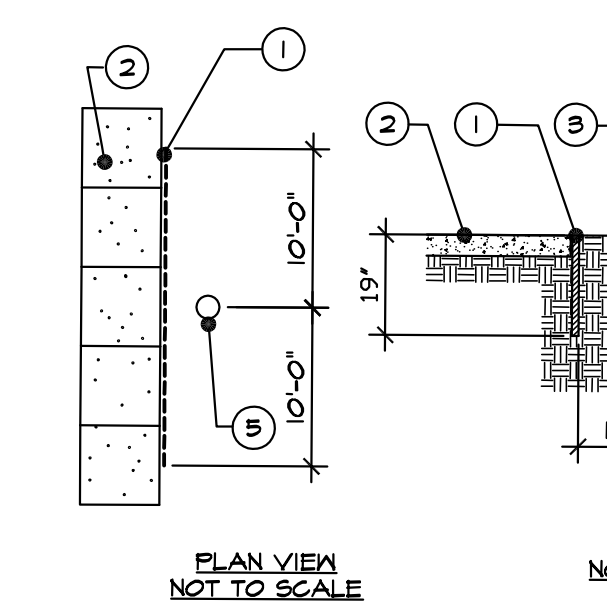
1. KEEP SITE FREE OF TRASH AND DEBRIS - ONCE/WEEK
2. PRUNE DEAD BRANCHES/DEADHEAD FLOWERS - ONCE/WEEK
3. WEEDING, ERADICATING INVASIVE SPECIES - ONCE/WEEK
4. REMOVE DEAD, DYING OR DISEASED VEGETATION, AND REPLACE. REPLACEMENT OF DEAD VEGETATION SHALL BE IN KIND TO PRESERVE HYDROZONES - CONSTANT/ONGOING
5. INSPECT ALL AREAS TO GUARD AGAINST RUNOFF AND EROSION - CONSTANT/ONGOING
6. REPLENISH MULCH - ONCE/YEAR
7. MAINTAIN RIGHT OF WAY AREA TO AVOID OBSTRUCTION OF MOTORIST'S VIEW.



A SHRUB PLANTING
NOT TO SCALE

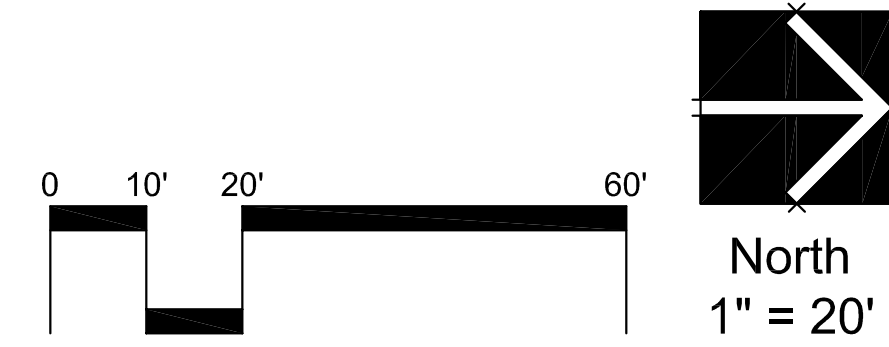


B TREE STAKING
NOT TO SCALE



C ROOT BARRIER
NOT TO SCALE

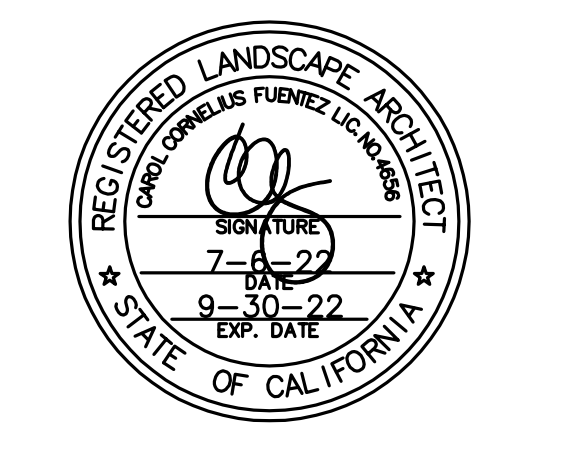
- 1 TREE OR SHRUB ROOTBALL
- 2 DIG HOLE 2X WIDTH AND DEPTH OF ROOTBALL AND FILL WITH WATER AND ALLOW TO PERCOLATE INTO SUBSOIL.
- 3 FILL HOLE WITH 6" DEPTH NATIVE BACKFILL MATERIAL. TAMP AND MOUND SLIGHTLY.
- 4 SET ROOT BALL IN HOLE SO THAT ROOT CROWN IS 1" ABOVE FINISH GRADE.
- 5 REPLACE BACKFILL MATERIAL (PER SPECIFICATIONS) UP TO 2/3 THE HEIGHT OF THE ROOT BALL, TAMPING AND SETTLING AROUND REMAINING 1/3 OF ROOT BALL.
- 6 CREATE IRRIGATION BASIN A MINIMUM OF 6" BEYOND SIDES OF ROOT BALL.
- 7 IRRIGATE FROM TOP TO SETTLE BACKFILL AND BERM, FILLING BASIN.
- 8 FINISH GRADE



PLANT LEGEND

NOTE: ALL LANDSCAPING SHALL BE (1) DROUGHT TOLERANT AND NATIVE OR (2) NON-INVASIVE PLANT SPECIES (I.E. NO PLANT SPECIES LISTED AS PROBLEMATIC AND/OR INVASIVE BY THE CALIFORNIA NATIVE PLANT SOCIETY, THE CALIFORNIA EXOTIC PEST PLANT COUNCIL, OR AS MAY BE IDENTIFIED FROM TIME TO TIME BY THE STATE OF CALIFORNIA, SHALL BE EMPLOYED OR ALLOWED TO NATURALIZE OR PERSIST ON THE SITE. NO PLANT SPECIES LISTED AS "NOXIOUS WEED" BY THE STATE OF CALIFORNIA OR THE U.S. FEDERAL GOVERNMENT SHALL BE UTILIZED WITHIN THE PROPERTY.

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY	WATER USAGE
TREES					
●	QUERCUS AGRIIFOLIA	COAST LIVE OAK	24" BOX	8	LOW
◆	AGONIS FLEXUOSA	PEPPERMINT TREE	24" BOX	3	LOW
SHRUBS					
⊕	LAVATERA ASSURGENTIFLORA	ISLAND TREE MALLOW	15 GALLON	51	LOW
⊕	MIMULUS AURANTIACUS	STICKY MONKEYFLOWER	1 GALLON	57	LOW
⊕	MULLENBERGIA RIGENS	DEER GRASS	1 GALLON	51	LOW
⊕	SALVIA GLEY. - 'CELESTIAL BLUE'	CLEVELAND SAGE	5 GALLON	58	LOW
GROUND COVER					
⊕	MYOP. PARVIFOLIUM PUTAH CREEK	PROSTRATE MYOPORIUM	IN ALL PLTS. AREAS, FLT.S. @ 10' OC.		LOW



Rev. _____ Date By _____

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ENCINITAS, CA 92024

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Drawn By _____ Approved _____
Scale _____ Date _____

CONSTRUCTORS STORAGE WAREHOUSE
3450 WEST STREET
LEMON GROVE, CA 92122

Sheet Title
Landscape Concept Plan

Project No. _____ Sheet No. _____
L-1

DATE: 12/8/20
DRAWN BY: CCF
JOB NUMBER: 09018
FILE: COMM/WEST/LCP
REVISIONS: 9/4/21
7/6/22



STUCCO AND METAL SIDING



TRIM COLOR



STANDING SEAM ROOF COLOR



METAL SIDING



BRICK



WEST FACING ELEVATION AT STREET

SCALE: 3/16" = 1'-0"

3450 WEST STREET

ELEVATION AND MATERIALS

SCALE 3/16" = 1'-0"

7/7/2022



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3.
Meeting Date: July 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
Item Title: Recreation Center on Open Saturdays - Pilot Program

Recommended Action: That the City Council discuss and direct staff on the Open Saturdays Pilot Program at the Recreation Center.

Background: Part of the City Council's Priorities for FY 22-23 is to look at the cost and staffing of the Recreation Center to open on Saturday's for free use.

History of Recreation in Lemon Grove

In June of 2011, the City Council made the decision to eliminate the City's Recreation Department due to the results of the historic world-wide recession. That decision removed youth and adult programs from the City's list of provided municipal services. Several of the Recreation Department's functions—including revenue generating programs—were shifted to the Community Services Division. However, before that migration occurred the information that was presented to the City Council focused primarily on the revenues and expenditures that the department generated, in addition to the types of programs offered. Staff compared revenue and expenditures for providing recreation services over the past years. At the time the Department was eliminated the General Fund was subsidizing the department over \$300,000 a year; this is net of revenues received from program fees.

Since the Department's elimination in 2011, the City has relied on two full-time employees to manage all Community Services activities including the marketing and renting of City facilities and park gazebos, organizing community events, fundraising for said events, and running the City's Day Camp programs. With the loss of the five full-time employees in the Recreation Department, contract services were the only viable option to continue to provide a portion of the recreational programs to the community. By contracting for

services, the City is assured full cost recovery, liability is transferred to the contractor, and less staff is needed to manage contracts. The drawback was fewer programs for residents.

The City Council considered options to bring back recreation programs to City facilities, however the cost to deliver programs, without full cost recovery and high program fees, exceeded the City’s budgetary capabilities at the time. It was hoped at that time, voters would approve a similar tax measure as the City of La Mesa, to subsidize recreation programs as one of the measure’s expenditures.

Currently, the Recreation Center’s programming has remained status quo since the City Council’s last discussion in 2017. Status Quo includes using the Center for Day Camp programs, long term leases and contracting with outside groups for recreation programming. A notable partnership the City established was with San Diego County’s SD Nights program in 2018-19. The County, at their expense, provided free youth programming once a month at the Recreation Center. Initially SD Nights was provided on a Saturday, then during a week-day night, however attendance remained low and was discontinued.

Rentals

The Recreation Center is available for rental for a variety of programming. Since the pandemic, the rental of the facility has been anemic.

See the current schedule below:

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
LGSD*	8 a-3 p	8 a -3 p	8 a-3 p	8 a-3 p	8 a-3 p		
Youth Sports**					6-8 pm	8 a-12 p	
Day Camps***	6 a -6 p	6 a -6 p	6 a -6 p	6 a -6 p	6 a -6 p		
Thrive-Food Distribution****					6-8 p	8-12 p	

* School Year only

** September through June

*** During Winter, Spring and Summer school break

**** Third Friday and Saturday of each month

The highlighted program is the only current paying rental on the schedule at this time.

Discussion: Part of the City Council’s FY 22-23 approved priorities was an item to look at the feasibility of opening the Recreation Center on Saturday for free play.

The table below shows the cost to open with a minimum of two part time staff members, including all overhead costs which includes utilities.

Saturday

Time	Total Cost	6 months (24w)	12 months (52w)
4 hours	\$248.00	\$5952.00	\$12,863.00
6 hours	\$360.00	\$8640.00	\$18,696.00
8 hours	\$472.00	\$11,328.00	\$24,529.00
10 hours	\$584.00	\$14,016	\$30,362.00

Based on the current schedule and the estimated costs, staff recommends running a pilot program to open the Recreation Center on a Saturday for six hours each week for six months. Since this pilot program will cross into the scheduled youth sports rental, staff proposes to open from Noon to 6 pm, every Saturday with the exception of Thanksgiving, Christmas and New Year's Eve, both which fall on a Saturday. There will be no formal planned or organized activities during open play.

Staff will return to City Council with a formal report on attendance at the center by hour, whether the participant is a youth, teen or adult and the type of activities by participant. The report will be presented to the City Council in January with a recommendation to continue, modify or discontinue the program.

Staff recommendation is made considering, it takes some time for a new program to be successful, allow the pilot program to cover summer and school sessions and allows the long standing youth sports program to continue to operate. The current budget can absorb the costs for a six month period.

The one outstanding question in which staff needs direction is, will rentals of the Recreation Center be allowed on a Saturday during the pilot period. In past years, the Center was rented for a weekend (Sat and Sun) to accommodate youth sports tournaments, such as basketball, karate and volleyball. Staff is requesting direction from Council on this matter.

Environmental Review:

Not subject to review

Categorical Exemption, Section |

Negative Declaration

Mitigated Negative Declaration

Fiscal Impact: There is minimal fiscal impact associated with this pilot program in the FY 22-23 budget as proposed by staff.

Public Notification: None

Staff Recommendation: That the City Council discuss and direct staff on the Open Saturdays Pilot Program at the Recreation Center.

Attachments: None.