City of Lemon Grove
City Council Regular Meeting Agenda

Tuesday, April 7, 2015, 6:00 p.m.
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA

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

SANDAG - Regional Comprehensive Plan

HEAL Zone Update

Public Comment
(Note: In accordance with State Law, the general public may bring forward an item not scheduled on the agenda; however, the City Council may not take any action at this meeting. If appropriate, the item will be referred to staff or placed on a future agenda.)

1. 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. Items that are pulled will be considered at the end of the agenda.)

A. Approval of Meeting Minutes

March 17, 2015 – Regular Meeting
Members present: Gastil, Jones, Mendoza, and Vasquez

Reference: Susan Garcia, City Clerk
Recommendation: Approve Minutes

B. City of Lemon Grove Payment Demands

Reference: Cathy Till, Finance Director
Recommendation: Ratify Demands

C. Waive Full Text Reading of All Ordinances on the Agenda

Reference: James P. Lough, City Attorney
Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only

D. Mass Decontamination Unit Agreement

The City Council will consider a resolution approving an agreement with the San Diego Unified Disaster Council to house and staff a mass decontamination unit.

Reference: Daryn Drum, Division Fire Chief
Recommendation: Adopt Resolution

2. 2015 City Council Priorities

The City Council will review its priorities identified at the February 24, 2015, Strategic Planning Workshop and discuss specific goals for each of the priorities.

Reference: Graham Mitchell, City Manager
Recommendation: Provide Direction

3. Rejection of Bids for Sewer CIP Upsizing Project

The Sanitation District will consider a resolution rejecting all bids received related to a Capital Improvement Program sewer upsizing project.

Reference: Tamara O'Neal, Interim City Engineer
Recommendation: Adopt Resolution

City Council Oral Comments and 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.)

Department Director Reports (Non-Action Items)

Closed Session:

Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators
Agency Designated Representative: Graham Mitchell, City Manager
Employee Organization: Local 2728 of the International Association of Firefighters

Conference with Legal Counsel- Existing Litigation Pursuant to Subdivision (a) of Government Code Section 54956.9:
The Affordable Housing Coalition of San Diego County v. Sandoval
Case No. 34-2012-80001158-CU-WM-GDS

Adjournment

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 sgarcia@lemongrove.ca.gov prior to the meeting. A full agenda packet is available for public review at City Hall.

MINUTES OF A MEETING OF
THE LEMON GROVE CITY COUNCIL
March 17, 2015

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

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Call to Order

Mayor Pro Tem Vasquez reported that Mayor Sessom is out of town attending to a family matter.

Members present: George Gastil, Jerry Jones, Jennifer Mendoza, and Racquel Vasquez.
Members absent: Mary Sessom.

City Staff present: Graham Mitchell, City Manager; Dave DeVries, Principal Planner; Carol Dick, Development Services Director; Daryn Drum, Division Fire Chief; Leon Firsht, City Engineer; Susan Garcia, City Clerk; James P. Lough, City Attorney; Mike James, Public Works Director; Rick Sitta, Fire Chief; and Cathleen Till, Finance Director.

Public Comment

Leticia Oliver commented on bee keeping adjacent to her residence.

John L. Wood commented on street light vandalism and illegal trash dumping.

Larry Vlassoff commented on bee keeping and expressed interest in residential energy producing windmills.

Larry McGill commented on bee keeping in the City.

Brenda Hammond commented on law enforcement, City issues, and crosswalk lighting.

1. Consent Calendar

- **A. Approval of City Council Minutes**
  February 17, 2015 Regular Meeting
  March 3, 2015 Regular Meeting
- **B. Ratification of Payment Demands**
- **C. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda**
- **D. Regional Transportation Congestion Improvement Plan Fee Amendment**

Action: Motion by Councilmember Gastil, seconded by Councilmember Jones, to approve the Consent Calendar passed, by the following vote:

Ayes: **Gastil, Jones, Mendoza, Vasquez**
Absent: **Sessom**

Resolution No. 2015-3325: Resolution of the City Council of the City of Lemon Grove, California Amending the Regional Transportation Congestion Improvement Plan Fee

2. Public Hearing for Review of the 2014 General Plan Annual Progress Report

Dave DeVries explained that State law requires cities to annually review, conduct a public hearing, and authorize the submission of a General Plan Annual Progress Report (Report) to the State.

Mr. DeVries provided a presentation of the Report including the status of the General Plan implementation and the progress towards meeting regional housing needs.

Public Speaker(s)

Lorenzo Higley, Communities Against Substance Abuse, praised the City for protecting the health of Lemon Grove's citizens.

Action: Motion by Councilmember Jones, seconded by Councilmember Gastil, to adopt the resolution passed, by the following vote:

Ayes: **Gastil, Jones, Mendoza, Vasquez**
Absent: **Sessom**

Resolution No. 2015-3322: Resolution of the City Council of the City of Lemon Grove Accepting the 2014 General Plan Annual Progress Report and Directing Staff to Submit the Report to the State of California in Accordance with Government Code Section 65400(A)(2)

3. Award Contracts for the Sewer Capital Improvements Project

Leon Firsht reported that in support of the City's Five-Year Capital Improvement Program, staff advertised a notice inviting bids for "Sewer Capital Improvements Project: Cured in Place Pipe Lining". In addition to the lining, the project proposes to install new cleanouts and a new manhole.

On January 22, 2015, bid documents for the project were advertised in the East County Californian, online at eBidboard, and on the City's website. A voluntary pre-bid meeting was held on February 11, 2015; three potential bidders attended. On February 25, staff received four sealed bids.

The engineer's estimate for this project was $329,200. The low bid was submitted by Nu Line Technologies, LLC for $189,946. After staff reviewed Nu Line Technologies, LLC's project work history, contacted all listed references, and reviewed its construction license, staff concluded that Nu Line Technologies, LLC is the lowest responsive and responsible bidder.

Staff also requested and received a proposal from Dokken Engineering, one of the City's as-needed engineering consultants, for construction phase services which include engineering review of submittals and construction inspections. Ninyo & Moore, the City's as-needed geotechnical consultant, will provide geotechnical and material testing services for the project. Staff reviewed the proposals submitted by Dokken Engineering and Ninyo & Moore for the project and deemed it a reasonable cost for the stated services.

Public Speaker(s)
There were no requests from the public to speak.

Action: Motion by Board Member Jones, seconded by Board Member Mendoza, to adopt the resolutions passed, by the following vote:

Ayes: **Gastil, Jones, Mendoza, Vasquez**
Absent: **Sessom**

Resolution No. 2015-270: Resolution of the Lemon Grove Sanitation District Board of Directors Awarding a Contract for the Sewer Capital Improvements Project

Resolution No. 2015-271: Resolution of the Lemon Grove Sanitation District Awarding a Professional Services Contract for the Sewer Capital Improvements Project

4. Risk Management Program Update

Mike James stated that the City of Lemon Grove has been a member of the San Diego Pooled Insurance Program Authority (SANDPIPA) since 1986. SANDPIPA was established to enable its current 12 member cities to secure excess liability and property insurance coverage at economical rates.

The City's coverage against tort liability claims consists of three layers. The first layer is the City's self-insured retention (SIR), which is currently set at $125,000. The second layer is coverage provided by SANDPIPA, which is currently set at $2.5 million. The third layer is an additional $45 million in excess of insurance coverage, for a total of $47.5 million of excess liability coverage.

SANDPIPA is a small organization, wit only one full-time employee, a General Manager. But, because SANDPIPA is small, SANDPIPA's corporate knowledge is confined primarily to the General Manager. In 2015, the General Manager announced that she will retire in 2016. With the pending retirement of the General Manager, SANDPIPA began to explore strategic business plan options for the future.

Some of the member agencies also initiated research to explore alternatives and test the market. Recently, 9 out of the 12 member agencies submitted notices of intent to withdraw. Lemon Grove was one of the member agencies. Should all of these members withdraw from SANDPIPA it would no longer be a viable excess insurance provider. Pursuant to the Joint Powers Authority (JPA) agreement, if three-fourths of the cities withdraw, the JPA agreement would be terminated and the JPA would continue to exist for the sole purpose of disposing of all claims, distribution of assets, and all other functions necessary to close out the affairs of the JPA.

It is important to note that if a few of the larger members, such as Chula Vista, Escondido, and Oceanside leave SANDPIPA, the costs may increase Lemon Grove's annual premium and decrease the stability of SANDPIPA for the remaining members making SANDPIPA no longer an affordable risk management option.

There are several municipal joint powers insurance programs that operate in Southern California, including San Diego County. These include the Public Entity Risk Management Authority (PERMA) of which La Mesa is a current member, CSAC-Excess Insurance Authority (CSAC-EIA) of which El Cajon is a member, and the California Joint Powers Insurance Authority (CALJPIA) to which Poway and San Marcos belong.

It is important to note that Chula Vista, the first member that submitted a notice of intent to withdraw from SANDPIPA, obtained a preliminary quote or "indication" from CSAC-EIA. Subsequently, the insurance broker for SANDPIPA worked with CSAC-EIA to conduct an analysis to provide indications for all 12 member cities.

Based on the outcome, it was noted that cost savings could be achieved by a number of members if they withdrew from SANDPIPA and joined CSAC-EIA.

At this time, the SANDPIPA Board is reviewing these options in greater detail. Staff may remove the notice of intent to withdrawal if it is determined that the SANDPIPA Board needs additional time to analyze options. Staff will keep the City Council updated as needed regarding any significant developments. In the interim, staff will continue to seek quotes from other providers.

Public Speaker(s)
There were no requests from the public to speak.

5. TransNet Amendment – Regional Transportation Improvement Program 2014

Leon Firsht stated that every two years the San Diego Association of Governments (SANDAG) adopts a Regional Transportation Improvement Program (RTIP). The current RTIP (2014) began July 1, 2014 and encompasses Fiscal Years (FY) 2014-15 and 2015-16.

Prior to each RTIP, staff estimates the amount of TransNet funds to be spent. With the 2012 RTIP coming to a conclusion, due to the estimation and reimbursement accounting process used by SANDAG, staff needs to update the City's TransNet budgets. In addition to the update, staff is requesting an increase in TransNet funds.

Lastly, the proposed 2014 RTIP which encompasses FY 2015-19 has been submitted to SANDAG and is currently pending approval once the City Council approves a resolution.

Public Speaker(s)
There were no requests from the public to speak.

Action: Motion by Councilmember Jones, seconded by Councilmember Mendoza, to adopt the resolutions passed, by the following vote:

Ayes: Gastil, Jones, Mendoza, Vasquez
Absent: Sessom

Resolution No. 2015-3323: Resolution of the City Council of the City of Lemon Grove, California Approving the City of Lemon Grove Revised TransNet Budget for Fiscal Year 2014-2015 and Authorizing Expenditures Thereto

Resolution No. 2015- 3324: Resolution of the City Council of the City of Lemon Grove, California, Adopting the TransNet Local Street Improvement Program of Projects for Fiscal Years 2015 through 2019

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City. (GC 53232.3 (d))

Councilmember Jones attended SANDAG, Metro Wastewater, and MTS meetings, and is participating in a law enforcement citizen's academy. He added that the East County Chamber of Commerce will be conducting a trash pick-up on March 21 from 8:00 to 11:00 a.m.

Councilmember Mendoza attended the Water Education Conference for Latio Leaders, League of California Cities luncheon, Lemon Grove clergy breakfast, HealZone, Soroptimist, and Gillespie Field Development Council meetings.

Councilmember Gastil reported that the LOSSAN meeting was canceled.

Mayor Pro Tem Vasquez attended the Salute to Women Leaders in the 79th Assembly District.

City Manager and Department Director Reports

The City Manager and Department Directors thanked Leon Firsht for his years of service to the City of Lemon Grove.

Adjournment

There being no further business to come before the City Council, Housing Authority, Sanitation District Board, Lemon Grove Roadway Lighting District Board, and the Lemon Grove Successor Agency the meeting was adjourned at 7:40 p.m.

Susan Garcia

Susan Garcia, City Clerk

City of Lemon Grove Demands Summary
Approved as Submitted:
Cathleen Till, Finance Director
For Council Meeting: 04/07/15

ACH/AP Checks 03/10/15-03/26/15	867,146.60
Payroll - 03/17/15	143,141.38
Total Demands	1,010,287.98

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Mar10 15	US Treasury	03/10/2015	Federal Taxes	29,491.95	29,491.95
ACH	4154920380	SDG&E	03/10/2015	Electric Usage:St Light 1/31/15-2/28/15	2,576.03	2,576.03
ACH	3568860625	SDG&E	03/10/2015	Electric Usage:St Light 1/31/15-2/28/15	1,034.10	1,034.10
ACH	Feb 15	Wells Fargo Bank	03/11/2015	Bank Service Charge - Feb'15	857.23	857.23
ACH	Jan 15	San Diego County Sheriff's Dept	03/12/2015	Law Enforcement Services - Jan'15	398,032.42	398,032.42
ACH	Feb 15	Home Depot Credit Services	03/13/2015	Home Depot Charges - Feb'15	2,242.91	2,242.91
ACH	Mar17 15	Pitney Bowes Global Financial	03/18/2015	Postage Usage 3/17/15	200.00	200.00
ACH	Mar3 15	Calpers Supplemental Income 457	03/19/2015	457 Plan 2/4/15-3/3/15	16,768.52	16,768.52
ACH	Mar17 15	Employment Development Dept.	03/19/2015	State Taxes 3/17/15	6,903.67	6,903.67
ACH	Feb4-Mar3	Ca Public Empl Retirement System	03/26/2015	Pers Retirement 2/4/15-3/3/15	93,593.59	93,593.59
3504	10247	AAA Imaging	03/11/2015	Business Cards, Entertainer/Manager Permits	162.00	162.00
3505	L1-072895	American Messaging	03/11/2015	Pager Replacement Program- 3/1/15-3/31/15	45.28	45.28
3506	81706919	Boundtree Medical LLC	03/11/2015	Medical Supplies	1,521.57	1,521.57
3507	999355-reissue	Cannon Pacific Services Inc.	03/11/2015	Street Sweeping/Parking Lot- Aug14	5,571.28	5,571.28
3508	152-28	Circulate San Diego	03/11/2015	Caltrans Safe Routes to School- 11/1/14-11/30/14	9,867.49	36,603.33
	152-29			Caltrans Safe Routes to School- 12/1/14-12/31/14	17,522.11	
	152-30			Caltrans Safe Routes to School- 1/1/15-1/31/15	9,213.73	
3509	16939	City of La Mesa	03/11/2015	Overtime Reimbursement- Kleist 2/7/15	475.80	5,915.80
	JPA-Qtr2			JPA Reconciliation- 2nd Qtr.	5,440.00	
3510	Mar 15	Cox Communications	03/11/2015	Peg Circuit Svc 3/1/15-3/29/15	2,851.39	2,851.39
3511	Mar1 15	Department of Consumer Affairs	03/11/2015	CPA License Renewal- Till	50.00	50.00
3512	0103152305	Domestic Linen- California Inc.	03/11/2015	Shop Towels & Safety Mats- 01/03/15	72.25	294.85
	0213152305			Shop Towels & Safety Mats- 02/13/15	72.25	
	0227152305			Shop Towels & Safety Mats- 02/27/15	72.25	
	1010142305			Shop Towels & Safety Mats- 10/10/14	78.10	
3513	3/2-5/15	Esgil Corporation	03/11/2015	75% Building Fees- 3/2/15-3/5/15	5,118.87	5,118.87
3514	2-938-35655	Federal Express	03/11/2015	Shipping	75.95	75.95
3515	May14-Mar15	Firsht, Leon	03/11/2015	Cell Phone Reimbursement- May14-Mar15	385.00	385.00
3516	0023437-IN	Hinderliter De Llamas & Associates	03/11/2015	Sales Tax 1st Qtr Audit Services/Sales Qtr 3 2014	965.00	965.00
3517	12	Janazz, LLC	03/11/2015	IT Services- 02/03/15	375.00	2,070.00
	13			IT Services- 02/09/15	50.00	
	14			IT Services- 02/12/15	425.00	
	21			IT Services- 02/19/15	400.00	
	22			IT Services- 02/28/15	450.00	

	24			IT Services- 03/03/15	370.00	
3518	Uni- 2/13/15	Loftis, Zach	03/11/2015	Uniform Allowance- Loftis 2/13/15	321.84	321.84
3519	Uni- 2/10/15	Medina, Travis	03/11/2015	Uniform Allowance- Medina 2/10/15	723.04	723.04
3520	15-006-01	MJC Construction	03/11/2015	Pacific Avenue and Olive Street Stormwater Conveyance Upgrade	29,500.00	29,500.00
3521	186537	Ninyo & Moore	03/11/2015	Inspection Svc/ Thru Jan15/ KD Grove/ 7128 San Miguel	597.00	8,647.50
	186538			Inspection Svc/ Thru Jan15/ Valencia/ San Altos	8,050.50	
3522	3965	North County EVS, Inc.	03/11/2015	E210 Repair	5,190.66	5,190.66
3523	19026	Opper & Varco LLP	03/11/2015	Prof Serv: City Mark Project- Jan15	1,249.50	1,249.50
3524	Mar 15	PLIC- SBD Grand Island	03/11/2015	Dental Insurance - Mar'15	4,039.34	4,039.34
3525	4312	RapidScale Inc.	03/11/2015	Virtual Hosting 2/28/15	1,666.63	1,666.63
3526	7897635-7	Trugreen Landcare	03/11/2015	Landscape Maintenance - Feb'15	9,447.00	9,447.00
3527	38052	Uniforms Plus, Inc.	03/11/2015	Uniform Allowance- Schroeder	135.50	508.10
	38053			Uniform Allowance- Ek	372.60	
3528	272444910	US Bank Equipment Finance	03/11/2015	Defibrillator Lease-Contract Payment- 3/11/15	1,663.30	1,663.30
3529	9740486900	Verizon Wireless	03/11/2015	Mobile Broadband Access- 1/13/15-2/12/15	76.02	505.82
	9740885986			EMS Tablets/EOC Router- 1/21/15-2/20/15	239.75	
	9740903714			Engine Cell Phones- 1/21/15-2/20/15	190.05	
3530	20150130	Air Pollution Control District	03/18/2015	Emission Fee Renewal- Engine	309.00	309.00
3531	13123-1	All Access Rentals	03/18/2015	Boom Rental- Basketball Court	450.70	450.70
3532	4364267	Bearcom	03/18/2015	Portable Radios Monthly Contract- 2/22/15-3/21/15	150.00	150.00
3533	4015268151	Canon Business Solutions Inc.	03/18/2015	Copier Maintenance- 11/27/14-/02/26/15	575.17	575.17
3534	AR135982	City of Chula Vista	03/18/2015	Animal Control Services- Feb15	16,440.15	16,440.15
3535	719	Clothing International, Inc.	03/18/2015	LG Logo & Name Embroidery- Hats/Jackets	852.70	852.70
3536	2015-PWCP	County of San Diego- Public Works	03/18/2015	Stormwater Program	36,806.00	36,806.00
3537	02150560	DAR Contractors	03/18/2015	Animal Disposal- Feb15	162.00	162.00
3538	3/9-12/15	Esgil Corporation	03/18/2015	75% Building Fees- 3/9/15-3/12/15	3,781.59	3,781.59
3539	210158	Evans Tire & Service Center	03/18/2015	Vehicle Maintenance - Animal Control	2,398.30	2,398.30
3540	5515-8	Frazee Paint & Wallcovering Inc.	03/18/2015	Flexpro Hose	51.61	51.61
3541	PS010244586	Hawthorne Machinery Co	03/18/2015	Plate Assembly	118.20	118.20
3542	2/25/2015	Helix Water District	03/18/2015	Water Services- 12/23/14-02/25/15	4,874.13	4,874.13
3543	00029035	Hudson Safe-T- Lite Rentals	03/18/2015	Basketball Court Closed Signs	152.60	152.60
3544	108578	Knott's Pest Control, Inc.	03/18/2015	Monthly Bait Stations-Berry St - Mar'15	70.00	175.00
	108579			Monthly Bait Stations- Civic Center - Mar'15	60.00	
	108580			Monthly Bait Stations- Sheriff - Mar'15	45.00	
3545	333889-01	RJ Safety Co Inc.	03/18/2015	Gloves	75.17	75.17
3546	Shockley	Shockley, Christina	03/18/2015	Business License Refund/ Shockley, Christina	77.00	77.00
3547	5610008510	Siemens Industry Inc.	03/18/2015	Repair Driver Feedback Sign - Canton @ Woodrow	745.00	745.00
3548	5430	Spring Valley Lawn Mower Shop	03/18/2015	Concrete Grinder Recoil Repair	24.60	24.60
3549	356514	Sun Badge Company	03/18/2015	Badge 149- Burtz	124.94	124.94
3550	686564	Superior Ready Mix Concrete LP	03/18/2015	Concrete- Palm & Skyline	115.02	916.38

	686823			Concrete	115.02	
	687091			Concrete	115.02	
	687766			Concrete- Palm & Skyline	115.02	
	687767			Emulsion Oil- Palm & Skyline	91.80	
	688094			Emulsion Oil	64.80	
	688095			Concrete- Palm & Skyline	115.02	
	690633			Emulsion Oil	108.00	
	690634			Concrete- Palm & Skyline	76.68	
3551	38153	Uniforms Plus, Inc.	03/18/2015	Uniform Allowance- Wrisley	844.32	844.32
3552	Mar17 15	Vantage Point Transfer Agents-457	03/18/2015	ICMA Deferred Compensation Pay Period Ending 3/17/15	280.77	280.77
3553	H39803-001	County of San Diego	03/25/2015	Case#: H39803-001/Main St Promenade, Lemon Grove	1,420.00	1,420.00
3554	55364	Anthem Blue Cross EAP	03/25/2015	Employee Assistance Program- Mar15	165.00	165.00
3555	Mar22 15	AT&T	03/25/2015	AT&T High Speed Internet Max- 2/23/15-3/22/15	65.00	65.00
3556	822400-000E	Berens-Tate Consulting Group	03/25/2015	LGCDA Tax Allocation Bonds 2007	4,000.00	4,000.00
3557	Apr31 15	California Dental Network Inc.	03/25/2015	Dental Insurance - Mar'15, Apr'15	751.08	751.08
3558	3/19/2015	California State Disbursement Unit	03/25/2015	Garnishment	267.00	267.00
3559	4015268152	Canon Solutions America, Inc.	03/25/2015	Copier Maintenance- 11/27/14-2/26/15 Fire Stn	19.36	19.36
3560	FSA 2015	Cappiello, Marjorie	03/25/2015	Capiello FSA- 1/1/014-1/6/15	390.97	390.97
3561	16929	City of La Mesa	03/25/2015	HHW Service: 12/06/14	1,044.50	1,512.50
	16985			HHW Service: 01/24/15	468.00	
3562	81425282	Corelogic Information Solutions Inc.	03/25/2015	RealQuest Graphics Package- Feb15	300.00	311.00
	81426348			Image Requests- Feb15	11.00	
3563	Mar1 15	Cox Communications	03/25/2015	Fire Phone Service - 3/1/15-3/31/15	386.75	952.04
	Mar31 15			Monthly Phone Service - Mar15 City	565.29	
3564	CurtisEng	Curtis Engineering Corp	03/25/2015	Overpaid BL Late Fee- Curtis Engineering Corp.	11.50	11.50
3565	2811	D- Max Engineering Inc.	03/25/2015	Valencia Stormwater- 2/4-2/18-2/27	1,682.93	2,424.63
	2813			WQTR Review- Vernon Ranch	741.70	
3566	28720	Dokken Engineering	03/25/2015	Vernon Ranch/Golden Row Final Map Review- 2/1/15-2/28/15	632.50	632.50
3567	3/16-19/15	Esgil Corporation	03/25/2015	75% Building Fees- 3/16/15-3/19/15	3,170.38	3,170.38
3568	92947814	ESRI Inc.	03/25/2015	ArcGIS Engine without Extension Maintenance- 3/1/15-2/29/16	104.00	104.00
3569	23038	Excell Security, Inc.	03/25/2015	Senior Center Security Guard - 3/14/15	72.00	72.00
3570	72174	Fire Etc.	03/25/2015	Goggles/Wildland Gear	436.86	436.86
3571	27379	KTU + A Planning + Landscape Architectur	03/25/2015	Prof Serv: Main St Promenade Phase2 - Mar1-31,2015	35,009.08	35,009.08
3572	07-1911	Lemon Grove School District	03/25/2015	Fire Fuel Services- Feb15	661.91	2,706.10
	07-1912			Fuel Services-PW: Feb15	2,044.19	
3573	Lopez	Lopez, Viridiana	03/25/2015	Refund/ Lopez, Viridiana- Rec Ctr 3/7/15	200.00	200.00
3574	Feb15	Lounsberry Ferguson Altona & Peak	03/25/2015	General 01163-00002	3,570.80	21,827.03
				DOF 01163-00017	584.60	
				Moore Vs. City 01163-00018	142.20	
				Affordable Housing 01163-00019	4,945.87	
				RDA- General 01163-00004	47.40	
				City v Sempra Energy,et al 022	6,453.16	
				Cost-Share Agreement 01163-00023	6,083.00	
3575	Mar25 15	Municipal Auditing Services, LLC	03/25/2015	Business License Audit Svc	72.80	72.80
3576	15020459	Nolte Associates, Inc.	03/25/2015	LG Ave Realignment- Professional Services 12/28/14-1/31/15	658.61	658.61
3577	19091	Opper & Varco LLP	03/25/2015	Professional Services- City Mark 2/12-2/17	484.50	484.50

3578	7029747-MR15	Pitney Bowes Global Financial Serv.	03/25/2015	Postage Meter Rental- 12/30/14-3/30/15	167.37	167.37
3579	4377	RapidScale Inc.	03/25/2015	Virus Removal from Shared Drive 3/12/15	390.00	390.00
3580	Feb15	SDG&E	03/25/2015	Gas & Electric- 1/21/15-2/20/15	20,013.70	20,013.70
3581	2811299642	Sharp Rees-Stealy Medical Centers	03/25/2015	DMV Exam- Landeros	59.00	59.00
3582	5610005648	Siemens Industry Inc.	03/25/2015	Traffic Signal Maintenance- Feb15	1,222.00	2,687.07
	5620005021			Traffic Response Call Outs- Feb15	1,465.07	
3583	44608	The East County Californian	03/25/2015	Notice of Public Hearing- 3/5/15	119.00	119.00
3584	220150376	Underground Service Alert	03/25/2015	New Ticket Charges- Feb15	52.50	52.50
3585	STMT 2/23/15	US Bank Corporate Payment Systems	03/25/2015	Engine Repair	27.08	14,745.22
				Helmet Shield - Govea,Hull	257.50	
				Carpet Cleaning - Fire Stn	579.00	
				"Have Fun @ Work Day"	43.58	
				Giftcards - Wellness Program	35.00	
				Vehicle Repair	34.32	
				Firehouse World Parking - Drum	30.00	
				ALS Supplies	46.83	
				JEMS Conference- Wilson, Feb25-28,Baltimore,MD	525.00	
				JEMS Conference- Loftis,Feb25-28,Baltimore MD	525.00	
				Airfare- JEMS Conference-Loftis,Wilson,Baltimore MD	900.40	
				Hotel for JEMS Conference- Wilson,Loftis,Baltimore MD	1,981.18	
				Visor Transmitter	74.00	
				Shelf Support	75.68	
				Sink Mounting Repair	29.50	
				Wireless Keyboard	98.09	
				Union Tribune Subscription	34.85	
				Office Supplies	5.43	
				MTS Meeting Parking	2.25	
				Monitor- Devries	129.59	
				Computers for PW	2,207.38	
				Continuing Education CPA 100 - Till	126.65	
				Office Supplies - City Hall	126.33	
				Hotel Tax for CSMFO Conference - Till	5.99	
				Self Inking Rubber Stamp	26.95	
				Sandag TW6 Meeting Refreshments	20.02	
				Map Copy	8.00	
				Concrete Sidewalk Repairs	175.69	
				Gas Cap - Truck #22	24.14	
				14 Work Bomber Jackets with Removable Fleece Liner	984.87	
				Hotel Charge for Conference Feb7-10 - James	703.39	
				Office Furniture	3,872.88	
				Spare Keys	71.35	
				Equipment Repair - Fire Stn	15.00	
				Doorstop	19.34	
				Wall Repair - Fire Stn	70.52	
				Aluminum Tread Brite	340.33	
				Screws, Cut- off Blade	12.29	
				Charging Cable	21.02	
				Oil Change & Filter- Ford Ranger Truck #14	32.40	
				Oil Change & Filter, Battery - '08 Chevy Colorado	214.40	
				Oil Change & Filter - '02 Chevy 2500	32.40	
				Oil Change & Filter, Leak Repair - '03 Chevy 2500	102.40	
				Oil Change & Filter - Chevy Colorado	32.40	
				Oil Change & Filter - '00 Ford Ranger	32.40	
				Oil Change & Filter - '99 Ford 350	32.40	
3586	103923	West Coast Arborists, Inc.	03/25/2015	14-15 Tree Maintenance 2/16/15-2/28/15	4,070.00	4,070.00
					867,146.60	867,146.60

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 1.D
Mtg. Date April 7, 2015
Dept. Fire

Item Title: **Mass Decontamination Unit Agreement**

Staff Contact: Daryn Drum, Division Chief

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement with the San Diego Unified Disaster Council for temporary transfer of one mass decontamination unit (MDU) to be housed at the fire station and staffed by Fire Department personnel during a disaster or regional event.

Item Summary:

In 2007, The Unified Disaster Council (UDC) purchased four 26-foot box vans and equipped them with decontamination equipment and supplies for regional use in the event of a disaster. The MDUs are housed and staffed by various fire agencies throughout the County and rotated periodically as needed. Staff recommends that the City enter into an agreement with the UDC that allows Heartland Fire & Rescue-Lemon Grove to provide the staffing and to house one of the MDUs. Costs associated with staffing in the event of a disaster will be reimbursed through the California Disaster and Civil Defense Master Mutual Aid Agreement. Additionally, maintenance and repairs to the vehicle will be performed by County personnel at the expense of the UDC.

Fiscal Impact:

None.

Environmental Review:

☒ Not subject to review
☐ Negative Declaration
☐ Categorical Exemption, Section
☐ Mitigated Negative Declaration

Public Information:

☒ None
☐ Newsletter article
☐ Notice to property owners within 300 ft.
☐ Notice published in local newspaper
☐ Neighborhood meeting

Attachments:

A. Staff Report
B. Resolution

Attachment A

LEMON GROVE CITY COUNCIL
STAFF REPORT

Item No. 1.D

Mtg. Date April 7, 2015

Item Title: **Mass Decontamination Unit Agreement**

Staff Contact: Daryn Drum, Division Chief

Discussion:

The City of Lemon Grove is a member of the Unified San Diego County Emergency Services Organization, also known as the Unified Disaster Council (UDC), which was formed by a Joint Powers Agreement (last amended in 2005). The Joint Powers Agreement recognizes that the County and incorporated cities of San Diego desire to provide a unified emergency service organization to coordinate and facilitate a regional plan for the preservation of life, safety and property in the event of a multi-jurisdictional emergency or disaster.

In 2007, the UDC purchased four 26-foot box vans (MDU) with mass decontamination supplies and equipment to be used to decontaminate large numbers of citizens and first responders in the event of a regional emergency that requires decontamination of chemical, biological, radiological, nuclear or electronic material. The MDUs are housed and staffed by various fire agencies throughout the County and rotated periodically as needed. As these MDUs are rotated through the County, each member agency is expected to take a turn hosting and staffing one of the vehicles. In order to participate in the program, it is necessary to enter into an agreement with the UDC. The agreement (included in **Attachment B**) temporarily transfers possession of the MDU to the City. Additionally, included in the agreement are funding provisions for personnel training, maintenance and repair of the vehicle and equipment, supply replacement and personnel cost reimbursements.

Conclusion:

Staff recommends that the City Council adopt the resolution (**Attachment B**) approving an agreement between the City and the UDC.

Attachment B

RESOLUTION NO. 2015-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING AN AGREEMENT FOR TEMPORARY TRANSFER OF A MASS DECONTAMINATION UNIT TO THE CITY

WHEREAS, the City of Lemon Grove is a member of the Unified San Diego Emergency Services Organization, also known as The Unified Disaster Council (UDC); and

WHEREAS, the City of Lemon Grove has an interest in the coordination and facilitation of regional plans to provide for the safety of its citizens, protect life and preserve property in the city and throughout the region; and

WHEREAS, in 2007, the Unified Disaster Council purchased four box vans to serve as mass decontamination units; and

WHEREAS, cities in San Diego County house and staff the mass decontamination units on a rotational basis; and

WHEREAS, cities are reimbursed for costs associated with housing and staffing the mass decontamination units; and

WHEREAS, it is the City's intent to house and staff the mass decontamination unit on a temporary basis.

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

1. Approve an Agreement (Exhibit 1) with the Unified San Diego Emergency Services Organization,
2. Authorize the City Manager to execute said Agreement.

/ / / / /
/ / / / /

Attachment B

EXHIBIT 1

UNIFIED SAN DIEGO COUNTY EMERGENCY SERVICES ORGANIZATION AGREEMENT FOR TEMPORARY TRANSFER OF MASS DECONTAMINATION UNIT

This Agreement is entered into this ____ day of (Month), 2015, by and between the San Diego Unified Disaster Council ("UDC") and the City of Lemon Grove

RECITALS

Whereas, the UDC is a joint powers authority formed pursuant to the Fifth Amended Emergency Services Agreement; Government Code sections 6500, 8605 and 8610;

Whereas, TRANSFEREE is a member of the UDC;

Whereas, the UDC has acquired the mass decontamination apparatus ("MDU") consisting of a truck and equipment as more fully described below and in Appendix A to this Agreement;

Whereas, the UDC has determined that the emergency service needs of the County of San Diego Operational Area would be best served by the positioning of the MDU within the geographic boundaries of TRANSFEREE;

Whereas, TRANSFEREE has determined that its interests would be served by having the MDU positioned within its boundaries;

IT IS HEREBY MUTUALLY AGREED, for good and valuable consideration, between the parties hereto as follows:

1. **Transfer of Possession and Use of The MDU**

a. The UDC hereby transfers possession only, but not ownership, to TRANSFEREE and TRANSFEREE hereby accepts possession from UDC of the MDU listed in Appendix A, which is incorporated into this Agreement, for the period commencing April 19, 2007, for the following all-hazard, homeland security, civil defense and disaster preparedness or response purposes, including: Mass decontamination incidents threatening human life, properties vital to homeland security or the continuity of essential government or private sector services and operations; mutual aid support to other jurisdictions or agencies; parades and displays; training of regular and auxiliary firefighters and other first responders; temporary standby for TRANSFEREE's regular apparatus while out of service for repairs; and TRANSFEREE emergency preparedness and response use provided that use does not significantly impact the availability of MDU to perform the missions noted in this agreement. Other deployment activities performed may be at the request of the UDC provided in conjunction with, or in preparation for, a proclamation of local emergency and/or Governor and/or Presidential declaration of disaster or emergency, or as a pre-deployed resource in a standby status for use during a designated special event.

b. Unified San Diego County Emergency Services Organization will title the vehicle to show the Unified San Diego County Emergency Services Organization as the lessor and TRANSFEREE as registered owner/lessee. Vehicle registration will show the Unified San Diego County Emergency Services Organization as legal owner/lessor and TRANSFEREE jurisdiction as lessee. County Office of Emergency Services (OES) on behalf of the UDC, supported by County Fleet Management, will coordinate these and related actions such as the preparation of any leasing documents to show the responsibilities of the parties during the lease

duration, and will assume any transaction costs associated with these actions. Once the lease agreement is terminated, County OES will coordinate the return transfer.

c. Summary Description of MDU: Mobile mass decontamination treatment supply cache mounted in truck.

Cache Truck Description: Freightliner 2007 Model M2106 (22/26) Foot Truck

Cache Truck Designation: San Diego Regional Response Vehicle (Number)

Cache Truck Identification number: (from Vehicle Registration/Vehicle)

Cache Truck License number: (to be provided by County Fleet Maintenance)

Value of Truck, Emergency Lighting and Sirens: ($92,700.64/$92,216.84)

Value of Decontamination Cache Equipment and Supplies: approx. $282,904.43

Value of Truck Communications Equipment: approx. $22,027.62

Value of Truck Branding: ($1067.34/$1126.34)

Acquisition Cost: approx. $398,404.43.

d. Equipment inventories as listed in Appendix A, may be changed during the term of this agreement, utilizing property accountability procedures established or approved by the UDC, through written agreement of the UDC and TRANSFEREE.

2. Housing, Maintenance, Repair and Replacement.

a. During the term of this agreement, TRANSFEREE agrees to adequately house, staff, operate, maintain and repair the MDU and equipment (hereinafter collectively referred to as "the MDU" except where it is desired to refer to the equipment alone, in which case the term "equipment" is used) at its sole cost and expense, save as otherwise expressly provided in this Agreement. The MDU shall be housed on property of the TRANSFEREE under conditions similar to those afforded TRANSFEREE'S other emergency response vehicles and in a manner to provide reasonable protection against sabotage, theft or malicious damage. The MDU shall be maintained in such condition that it is available for immediate emergency use (available to respond within 20 minutes of direction to do so), and at the same general standard as other emergency apparatus operated by County. Maintenance (including preventive maintenance) shall include but not be limited to: preventive maintenance; standard vehicle part and system maintenance; federal, State and local inspections and requirements; motor tune-ups; transmission, differential and all running gears inspections and replenishment; brake and exhaust systems inspection and maintenance; cooling devices including radiator maintenance; lift-gate maintenance; care of: equipment, truck, batteries, tires, belts, hoses, appliances, fluids and lubrication (but not fuel), communications, lighting and alarm systems, branding, general cleaning and polishing, and periodic testing. Maintenance is to be performed to manufacturer's specifications and intervals to ensure warranty compliance. Whether incurred through normal wear and tear, breakage or accident, deviations from specifications or mission readiness will be repaired expeditiously. TRANSFEREE has the option of performing all maintenance, repairs and replacements using own fleet procedures and facilities, or coordinating with the County to enter the vehicles into the County Fleet Maintenance Information System (FMIS) and ensuring vehicle maintenance and repair is kept current. If TRANSFEREE chooses to use County maintenance facilities TRANSFEREE will coordinate that action with San Diego County Fleet Management via the San Diego County Office of Emergency Services (OES). If TRANSFEREE chooses to use own facilities and procedures for maintenance and repair, TRANSFEREE will provide semi-annual maintenance history updates to County Fleet Management, and again upon termination of this agreement. Guidance on Standards of Maintenance can be provided

by County Fleet Maintenance. Issues regarding maintenance standards will be resolved by the County Office of Emergency Services. TRANSFEREE is encouraged to use the County Fleet Maintenance Fuel System when doing so is practical and cost effective.

b. Maintenance, repairs and replacements, or coordination with County Fleet Maintenance for the same, shall normally be the responsibility of TRANSFEREE .

c. Funding to perform maintenance and repair is discussed in paragraph 11, Allowances, of this Agreement. If maintenance and repair costs exceed the annual allowance TRANSFEREE may request reimbursement for excess costs from the UDC. Written requests for reimbursement may be submitted to the UDC, via County OES, on a semi-annual basis. UDC review of submitted requests will be identified in the UDC Meeting Agenda prepared by County OES. Upon UDC approval of the request, County OES will oversee the processing of the reimbursement. A UDC-identified funding source should be used for above stated maintenance, repairs and replacements. The UDC will develop a Joint Powers Agreement (JPA) to establish governance, operations, maintenance and long term sustainment of regional vehicles and any other regional items.

d. If and to the extent that the need for repair is the result of misuse and/or negligence on the part of the TRANSFEREE in the maintenance or use of the MDU, TRANSFEREE shall bear the cost of each such item of repair or replacement.

e. Subject to paragraph 2.d., above, repair or replacement of the MDU shall be the responsibility of UDC when the MDU is consumed, lost, stolen, damaged or destroyed

(i) during mutual aid operations when UDC has dispatched or directed the dispatch of the MDU through the Operational Area Fire and Rescue Coordinator,

(ii) during TRANSFEREE initiated emergency preparedness or response operations where Operational Area Fire and Rescue Coordinator and Zone Coordinator notification has been made, or when

(iii) the UDC has reassigned said apparatus pursuant to the provisions of this Agreement.

f. TRANSFEREE agrees that it will assume responsibility for the repair or replacement of equipment that has been consumed, lost, stolen, damaged or destroyed in operations other than referred to in paragraph 2 e above.

3. Inspection of MDU.

TRANSFEREE agrees that representatives of the UDC and other authorized UDC personnel may inspect the MDU during normal working hours with reasonable notification to the TRANSFEREE.

4. Staffing.

a. Reasonable and sustained training shall be carried on so that Driver/Operator trained and other qualified personnel ("Crew") shall be available to staff and operate the MDU. The TRANSFEREE shall staff the MDU with a minimum of two qualified personnel whenever the MDU is dispatched. At least one must be an emergency medical technician (EMT) qualified and certified in emergency medical procedures and equipment. The other will be an Engineer or driver trained for relevant truck weight and class operations. The MDU may be assigned to incidents outside of the Operational Area. The Crew will have primary responsibility for the set-up, activation and technical operation of the MDU's equipment, and will provide ongoing assistance to incident staff as assigned by the Incident Commander.

b. The TRANSFEREE must ensure crews can safely provide mass decontamination functions to victims or emergency responders in a field environment, while maintaining a defensive posture to prevent additional casualties.

c. Assigned crews shall evaluate the effects of severe weather, the security environment, and other difficult conditions and operate safely during all activations.

d. Inability of the TRANSFEREE to meet the staffing requirements described in this Agreement shall be immediately reported to the Operational Area and Regional Fire and Rescue Coordinator and Zone Coordinator, and County OES for resolution.

5. Terms and Conditions of Use.

a. TRANSFEREE agrees to dispatch MDU covered by this agreement under policies established by:

(1) California Disaster and Civil Defense Master Mutual Aid Agreement;

(2) California Fire Service and Rescue Emergency Mutual Aid System Mutual Aid Plan;

(3) San Diego County Fire Mutual Aid Agreement;

(4) Unified San Diego County Emergency Services Organization Operational Area Emergency Plan Annex B, Fire and Rescue Mutual Aid Operations;

(5) State Emergency Management (SEMS) Resource Ordering and Tracking: A Guide for State and Local Government (as appropriate, and modified for National Incident Management (NIMS) compliance).

b. TRANSFEREE agrees to dispatch equipment to a location outside of San Diego County under the California Fire Service and Rescue Mutual Aid Plan only when approved by the local San Diego County Operational Area Coordinator, the local Zone Coordinator and the TRANSFEREE.

c. When activated for any reason, MDU will comply with all California laws and TRANSFEREE Agency laws and policy regarding use of emergency flashers, lights, sirens and other devices.

d. TRANSFEREE agrees to dispatch the equipment for use in exercises, demonstrations, educational displays and other uses only in accordance with policies and concurrence of either the UDC or TRANSFEREE Agency.

e. All movement of the MDU shall be handled through the official dispatching channels of TRANSFEREE. TRANSFEREE dispatchers will recognize and act on all official requests for movement of the MDU in conformance with Operational Area Emergency Plan Annex B while keeping the Zone Coordinator and Operational Area Fire and Rescue Coordinator informed. TRANSFEREE may initiate MDU response within its local jurisdiction keeping Zone Coordinator and Operational Area Fire and Rescue Coordinator informed.

f. The UDC reserves the right to dispatch, direct the dispatch of, or temporarily reassign the MDU whenever, in the opinion of the UDC, its OES Director, or the Operational Area and Regional Fire and Rescue Coordinator, the MDU is essential to the protection of life and property in another jurisdiction or in the best interest of the UDC.

g. TRANSFEREE agrees to maintain fully stocked levels of all expendable supplies specified for the equipment in the inventory as set forth in Appendix A at all times. Supplies may be expended only during activations for events covered by the purpose and scope of this Agreement except as specified below.

Attachment B

h. Supplies will not be used to resupply TRANSFEREE or other jurisdiction equipment under normal circumstances (i.e., no cannibalization), unless an opportunity presents itself to maximize the efficient use of both UDC and TRANSFEREE supplies, in which case supplies may be exchanged on a one-for-one basis provided shelf life tolerances or other accepted inventory control practice are not violated.

i. Supplies may be expended during exercises, training and other approved uses only to the extent that acceptable replacements are on-hand for immediate replenishment at the conclusion of the approved use.

j. Equipment will be used only for the purposes covered by the Terms and Conditions of Use in this agreement. All use of equipment will be in a manner specified by the manufacturer and approved by law and consistent with Homeland Security Grant Program guidance. Any other use will be deemed as misuse under this Agreement, and the TRANSFEREE will be fully liable for any and all costs associated with such misuse.

k. MDU will not be assigned for "take-home" use.

6. Notifications

The TRANSFEREE will notify the UDC through the Director of the Office of Emergency Services ("OES") (or the OES Duty Officer after hours), the Operational Area and Regional Fire and Rescue Coordinator and Zone Coordinator at the following times:

a. When MDU is unavailable or not mission ready (NMR) for any reason

b. When unavailable/NMR MDU is returned to service

c. When planned preventative maintenance is scheduled

d. When MDU is dispatched for any reason

e. When MDU is associated with an injury or involved in an accident

f. When MDU is the subject of press or media interest

g. When MDU is no longer needed or can no longer be maintained by the TRANSFEREE.

7. Reimbursable Response.

Pursuant to the California Disaster and Civil Defense Master Mutual Aid Agreement, the mutual aid extended under this Agreement shall be without reimbursement unless otherwise expressly provided for. Reimbursement for mutual aid may be provided pursuant to a governor's disaster proclamation or if conditions should warrant invoking the California Fire Assistance Agreement (Cooperative Agreement for Local Government Fire Suppression Assistance). No party shall be obligated to pay or reimburse any other party for any aid furnished pursuant hereto, except that, if conditions warrant, reimbursement shall be made by the party receiving such aid pursuant to the Fire Mutual Aid Operational Plan for fire fighting supplies actually used in fire suppression by the Agencies furnishing assistance hereunder. There is no other existing provision for mutual aid reimbursement.

8. Temporary Use

Subject to conditions set forth herein, TRANSFEREE shall be permitted to use the MDU on a temporary basis when emergency conditions warrant, or when other regular Mobile Mass Decontamination or Casualty apparatus, or Hazardous Incident Response units are out of service, provided that use supports management and administration, planning, training or exercises to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies. In either case the TRANSFEREE shall immediately notify

the UDC through the OES Director (OES Duty Officer after hours), the Operational Area and Regional Fire and Rescue Coordinator and Zone Coordinator.

9. Report of Accidents.

TRANSFEREE shall immediately notify UDC via County OES of any and all accidents involving the MDU. It shall be the responsibility of TRANSFEREE to fill out a TRANSFEREE agency "Report of Automobile Accident," and file the report with County OES. The TRANSFEREE shall retain a copy of this report and the original copy shall be forwarded to the UDC via County OES.

10. Insurance Protection

a. Within 10 working days of inception of the Agreement, TRANSFEREE shall submit to County OES on behalf of the UDC certificates of insurance and appropriate separate endorsements or evidence of self-insurance, evidencing that the TRANSFEREE has obtained insurance coverage for the period of the Agreement, in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A-, VII. County OES may coordinate extension approval for TRANSFEREES seeking third party insurance, provided any change in risk or liability during the extension is approved by interested parties.

1. Listing the TRANSFEREE as lessee on the title and registration establishes an insurable interest. It is expected that TRANSFEREE will be able to insure the vehicles without the specific transfer of ownership. If the TRANSFEREE jurisdiction is self-insured, the TRANSFEREE can assume the liability of the vehicles they do not own but use. If the TRANSFEREE jurisdiction is not self-insured and has a third party insurer, the TRANSFEREE will check with their insurance carrier to inquire about a non-owner insurance policy. Amounts and extent of coverage for these policies vary. A determination on whether coverage is workable will be done on a case by case basis. If acceptable coverage cannot be obtained, then the UDC will 'convey' the vehicle so that the TRANSFEREE jurisdiction is a registered owner and maintain itself as a lienholder (a/k/a lease). Any such 'conveyances' done on behalf of the UDC, will be done by County OES through County Purchasing and Contracting.

2. A claims made policy of Commercial General Liability insurance insuring TRANSFEREE against liability for bodily injury, personal injury or property damage arising out of or in connection with the TRANSFEREE's performance of work or service under this agreement of not less than $1,000,000 per occurrence and $2,000,000 general aggregate. The UDC shall be added as Additional Insured by separate endorsement to the policy.

3. Statutory Workers' Compensation, as required by State of California and Employer's Liability at $1,000,000 each accident for bodily injury or disease.

4. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than $2,000,000 each accident. Coverage shall include Additional Insured clause to UDC and registered owner of described vehicle.

5. Automobile Physical Damage providing ACV Comprehensive and Collision on described vehicle, maximum deductible $5,000 per occurrence. Coverage shall include Loss Payable clause to UDC and registered owner of described vehicle.

6. Certificates of insurance provided by TRANSFEREE must evidence that the insurer providing the policy will give UDC 30 days' written notice, at the address shown in the section of the Agreement entitled "Notices," in advance of any cancellation, lapse, reduction or other adverse change respecting such insurance.

b. The UDC shall retain the right to review the coverage, form and amount of insurance required herein and may require TRANSFEREE to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. UDC requirements shall be reasonable. UDC retains the right to demand a certified copy of any insurance policy required herein after 15 days notice.

c. TRANSFEREE may fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. TRANSFEREE's utilization of self-insurance shall not in any way limit liabilities assumed by TRANSFEREE under the Agreement. Evidence of self-insurance shall be provided to UDC by Statement of Coverage or other evidence.

11. Allowances

An annual allowance (not to exceed 10% of the acquisition cost identified in paragraph 1.c. of this Agreement) will be provided to the TRANSFEREE in the form of reimbursements from a UDC-identified funding source to pay for the costs of replenishment of expendable supplies, maintenance outside of warranties, and replacement of other equipment provided as part of the original equipment that becomes inoperable through fair wear and tear. The TRANSFEREE agrees to incur other expenses. The UDC will develop a Joint Powers Agreement (JPA) to establish governance, operations, maintenance and long term sustainment of regional vehicles and any other regional items. All expenses incurred as a result of unauthorized use or abuse of the equipment are the sole responsibility of the TRANSFEREE. If TRANSFEREE chooses to use County maintenance facilities TRANSFEREE portion of maintenance, repair and replacement allowance will be reallocated to County Fleet Management.

12. Training

Any authorized cost incurred by the TRANSFEREE while performing training on behalf of the UDC to other agencies shall be reimbursable. Authorized costs typically include Overtime, Backfill and training delivery costs. If training costs when combined with maintenance and repair costs exceed the annual allowance TRANSFEREE may request reimbursement for excess costs from the UDC per the process identified in paragraph 2.c. of this Agreement.

13. Unauthorized Use of The MDU.

Use of the MDU other than as specified in this Agreement will be considered a breach of this agreement.

14. Use of Radio Equipment.

a. UDC will furnish, at UDC'S sole cost, radio equipment installed in the MDU to be operated in accordance with the San Diego Urban Area Tactical Interoperable Communications (TIC) Plan. Radios will be programmed per the Metropolitan Medical Strike Team (MMST) Fleetmap. If radio maintenance, repair, replacement and licensing costs when combined with training and other MDU maintenance and repair costs exceed the annual allowance, TRANSFEREE may request reimbursement for excess costs from the UDC per the process identified in paragraph 2.c. of this Agreement.

b. The TRANSFEREE may install additional interoperable radio communications, mobile data, GPS, or similar equipment with the approval of the UDC. TRANSFEREE agrees to maintain such additional equipment without cost to UDC.

c. The TRANSFEREE agrees to operate all radio equipment in accordance with the Rules and Regulations of the Federal Communications Commission and the County Tactical Interoperable Communications Plan.

d. UDC shall retain ownership of any equipment it installs. All applications to the Federal Communications Commission seeking authority to add, modify or replace radio equipment covered by this Agreement shall be made by and in the name of the UDC. In compliance with the control requirements of the Communications Act of 1934, as amended, the UDC hereby deputizes the Chief of the fire department of said TRANSFEREE, and such regularly employed and salaried assistants as shall be designated by the Chief of the fire department as his agents to operate said radio equipment as specified in paragraph 14c above.

15. Defense and Indemnification

a. Claims Arising From Sole Acts or Omissions of UDC

UDC hereby agrees to defend and indemnify TRANSFEREE, its agents, officers and employees (hereinafter collectively referred to in this paragraph as 'TRANSFEREE'), from any claim, action or proceeding against TRANSFEREE, arising solely out of the acts or omissions of UDC in the performance of this Agreement. At its sole discretion, TRANSFEREE may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve UDC of any obligation imposed by this Agreement. TRANSFEREE shall notify UDC promptly of any claim, action or proceeding and cooperate fully in the defense.

b. Claims Arising From Sole Acts or Omissions of TRANSFEREE

TRANSFEREE hereby agrees to defend and indemnify the UDC, its agents, officers and employees (hereafter collectively referred to in this paragraph as 'UDC') from any claim, action or proceeding against UDC, arising solely out of the acts or omissions of TRANSFEREE in the performance of this Agreement. At its sole discretion, UDC may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve TRANSFEREE of any obligation imposed by this Agreement. UDC shall notify TRANSFEREE promptly of any claim, action or proceeding and cooperate fully in the defense.

c. Claims Arising From Concurrent Acts or Omissions

UDC hereby agrees to defend itself, and TRANSFEREE hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of UDC and TRANSFEREE. In such cases, UDC and TRANSFEREE agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph e below.

d. Joint Defense

Notwithstanding paragraph c above, in cases where UDC and TRANSFEREE agree in writing to a joint defense, UDC and TRANSFEREE may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of TRANSFEREE and UDC. Joint defense counsel shall be selected by mutual agreement of UDC and TRANSFEREE. UDC and TRANSFEREE agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph e below. UDC and TRANSFEREE further agree that neither party may bind the other to a settlement agreement without the written consent of the other party.

e. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the parties may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

Attachment B

16. Deemed Notice

All notices herein provided to be given, or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the U.S. mail, registered and postage prepaid and addressed as follows: To the TRANSFEREE at 7853 Central Ave, Lemon Grove, CA 91945 and to the UDC via Director, Office of Emergency Services at 5555 Overland Avenue, Suite 1911, San Diego, CA 92123-1294. The address to which notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinabove provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

17. Amendments

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and that no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

18. UDC Waiver Of Maintenance Requirements

The UDC may in its sole discretion and for such good cause as it determines waive in writing in whole or in part any requirement of this Agreement that the MDU and/or equipment shall be maintained in operating condition, or repaired, or replaced, providing that any such waiver shall be applicable only to the specific apparatus or equipment to which it refers.

19. Termination of Agreement

a. Either party may terminate this Agreement upon 14 days written notice to other party, or TRANSFEREE may relinquish or UDC may repossess any portion of the MDU upon like notice to the other party, except that UDC may repossess any portion thereof without written notice whenever it deems the same is not being maintained in accordance with this Agreement.

b. Upon the termination of this Agreement, TRANSFEREE agrees to return MDU in the same condition as received, reasonable wear and tear, acts of God, and conditions over which he has no control excepted, along with maintenance history discussed in paragraph 2 of this Agreement.

c. As inventory changes occur, or items of equipment are replaced, deleted or added by the UDC or replaced by TRANSFEREE, it is mutually agreed that no amendment to this Agreement need be made at the time of the change; provided however, at the termination of this Agreement a complete reconciliation of all equipment will be made. TRANSFEREE further agrees that all replacements for the MDU will be made with identical or substantially like items.

d. Nothing in this agreement shall be construed to create a new property interest or right of action for the TRANSFEREE.

20. Administration of Agreement

The UDC authorizes the Director, County Office of Emergency Services and such regularly employed and salaried assistants as shall be designated by the Director to execute the provisions and administration of this Agreement.

Attachment B

IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the date first above written.

TRANSFEREE:

By _____
Graham Mitchell, City Manager

SAN DIEGO COUNTY UNIFIED DISASTER COUNCIL:

By_____
Chairperson

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 2
Mtg. Date April 7, 2015
Dept. City Manager's Office

Item Title: **2015 City Council Priorities**

Staff Contact: Graham Mitchell, City Manager

Recommendation:

Provide direction to staff on the City Council's 2015 priorities.

Item Summary:

On February 24, 2015, the City Council held a Strategic Planning Retreat, facilitated by Peter B. Stark. The purpose of the retreat was to begin a dialogue on common visions shared by City leaders and to identify priorities that garnered consensus.

The purpose of this agenda item is to summarize the priorities identified during the retreat and to establish goals/tasks related to the priorities. These goals/tasks will become the "workplan" for the upcoming year, help staff prepare the upcoming budget, and help staff and the City Council maintain focus on the identified priorities. The staff report (**Attachment A**) provides a brief overview of the retreat discussion and suggests potential workplan goals for 2015.

Fiscal Impact:

None.

Environmental Review:

☒ Not subject to review
☐ Negative Declaration
☐ Categorical Exemption, Section
☐ Mitigated Negative Declaration

Public Information:

☒ None
☐ Newsletter article
☐ Notice to property owners within 300 ft.
☐ Notice published in local newspaper
☐ Neighborhood meeting

Attachments:

A. Staff Report
B. Strategic Planning Retreat Summary

Attachment A

LEMON GROVE CITY COUNCIL
STAFF REPORT

Item No. 2

Mtg. Date April 7, 2015

Item Title: 2015 City Council Priorities

Staff Contact: Graham Mitchell, City Manager

Discussion:

On February 24, 2015, the City Council held a Strategic Planning Retreat, facilitated by Peter B. Stark. Prior to facilitating the retreat, Mr. Stark met individually with Councilmembers and department directors to gauge concerns and interests regarding City Council priorities for the upcoming year. The purpose of the February 24th retreat was to begin a dialogue on common visions shared by City leaders and to identify priorities that garnered consensus.

The purpose of this agenda item is to summarize the priorities identified during the retreat and to establish goals/tasks related to the priorities. These goals/tasks will become the "workplan" for the upcoming year, help staff prepare the upcoming budget, and help staff and the City Council maintain focus on the identified priorities.

Vision and Priorities

During the retreat, the City Council began a discussion on its vision for Lemon Grove. Three components of a vision emerged—"Live Here," "Work Here," and "Play Here." For each vision component, participants at the retreat listed visioning statements that further help define the vision. The list of visioning statements is included in the Strategic Planning Retreat Summary (**Attachment B**), prepared by Mr. Stark.

After a brief discussion on visioning, the City Council and staff discussed priorities for the upcoming year. It is interesting to note that the priorities fit in with the three vision components. Overall, six priorities were identified in the following rank order:

1) Economic Development,
2) Clean Up of the City, Neighborhoods, and Website,
3) Infrastructure,
4) Public Safety,
5) General Plan, and
6) Recreational Opportunities.

The Strategic Planning Retreat Summary includes lists of potential goals associated with each of these six priorities. Also, since the retreat, the City Council has reviewed the General Plan Annual Report, which may have prompted additional ideas for priorities in 2015.

The following section of this staff report provides a summary of incomplete tasks from the previous year and introduces goal suggestions for the upcoming year for each of the identified priorities.

2015 Priorities & Goals

Because staff recognizes that individual City Councilmembers may define each priority differently, staff presents suggested workplan goals for further discussion by the City Council. These suggestions are based on the retreat discussion and other insights. Prior to addressing

Attachment A

2015 priorities, the staff report summarizes the goals that remain incomplete from 2014. Most of the incomplete priorities fit within the 2015 City Council Priorities.

2014 Priorities & Goals

In 2014, the City Council identified five priorities (Community Programs/Services, Economic Development, Public Safety, Infrastructure, and Miscellaneous) and 32 related tasks. Tasks either not completed or in process include:

- A follow-up discussion on Keys to Housing,
- Smoke shop zoning analysis,
- Lemon Grove Avenue Realignment (ongoing, multi-year tasks),
- Main Street Promenade Extension (ongoing, multi-year tasks),
- Sidewalk Incentive Program (in process),
- CIP with more maps, photos and regular updates on the web, and
- Housing Element obligations (scheduled in next few months).

Staff recommends that the City continue its efforts to complete the Lemon Grove Avenue Realignment project—including securing utility easements, modifying underground districts, final determination on vacated right-of-way, and advertising bids for construction. Staff also recommends completing the design of the Main Street Promenade Extension (Connect Main Street) and continuing to seek funding for implementation phases. Finally, staff recommends continuing the sidewalk incentive discussion, presenting Housing Element obligations, and creating a more "user friendly" CIP. These projects tie into the 2015 City Council priorities identified at the retreat.

Economic Development

Economic Development was one of the priorities that attracted the most interest from the City Council. Based on the discussion at the retreat, the concept of economic development has varying meanings to the City Council ranging from increasing the sales tax base, to increasing shade and trees, to parking regulations, to attracting new businesses (just to name a few). Based on the retreat discussion, 15 different potential goals were listed as part of economic development (see **Attachment B**, page 2).

Staff recommends that the City Council focus on three to four goals related to the Economic Development priority with a focus on growing and attracting businesses to Lemon Grove. Some specific goals the City Council could consider include:

- continuing to work with the East County Chamber of Commerce on business attraction and support,
- supporting businesses that are interested in exploring a business assessment district,
- determining niche businesses that could be attracted to Federal Boulevard, and
- identifying areas for which different parking regulations should be considered.

Once the goals are narrowed down, staff can present a plan to accomplish each of the goals for further discussion by the City Council.

Clean Up of the City, Neighborhoods, and Website

The second priority identified by the City Council was enhancing the appearance of the City. Based on the City Council discussion this included physically cleaning the community (trash, shopping carts, graffiti), making street improvements (sidewalk and street paving), and addressing issues such as carports and the City's website. During the retreat, several

strategies were discussed, including additional community clean-up events, adding more street trees, the formation of a business improvement district, and finding homes for the homeless.

Prior to the retreat, staff conducted an internal survey of City staff that measured which factors have the greatest degrading impact on the appearance of the City—staff feels that this list may be useful to the City Council in considering potential goals. The top ten factors included:

- Dilapidated business facades and signage,
- Transients around busy intersections,
- Material and vehicles stored in front yards,
- Southside of Broadway ("parking wars," parking lot maintenance, private walk, facades),
- Graffiti,
- Lack of sidewalks, curb and gutter,
- The view of North Avenue from SR-94,
- Sidewalks in the commercial districts are dirty,
- Abandoned shopping carts, and
- Unmaintained private property landscaping.

Staff recommends that the City Council identify several issues it wishes to address in 2015. Once the issues are addressed, staff can present various strategies to accomplish the goal of the City Council.

Infrastructure

During the infrastructure discussion, the City Council addressed topics such as considering or planning for traffic calming measures, introducing the concept of "complete streets," seeking grant funding to escalate CIP projects, and identifying strategies to make it easier for private property owners to make improvements. Additionally, the City Council discussed enhancing the user's experience of streets, considering locations for "road diets," and increasing walkability. Several of the infrastructure discussion items tie in with the General Plan discussion, specifically the notion of "complete streets."

Several of the ongoing or unfinished goals from 2014 (identified on page 4 of this staff report) also relate to infrastructure: Lemon Grove Avenue Realignment, Main Street Promenade extension ("Connect Main Street"), the sidewalk incentive program, and creating a more user friendly CIP. Also, if the City is successful in several of the grant applications that have recently been submitted, there will be a need to re-direct staff time toward working on grant-funded projects.

Staff recommends that the City Council identify several goals it wishes to accomplish in 2015.

Public Safety

Three topics were specifically addressed regarding the priority of public safety: enhance the perception of Lemon Grove as a safe place, continue to encourage participation in the Crime Free Multi-Housing program, and develop a plan regarding homelessness.

One of the suggested strategies that came from the Public Safety Working Group was the marketing of the Crime Free Multi-Housing Program. Staff suggests that work continue on promoting Crime Free Multi-Housing participation. The City Council has directed staff to provide an update on its efforts regarding the marketing of the Crime Free Multi-Housing program—this update will occur in August.

Staff recommends that the City Council address several additional goals related to public safety.

Attachment A

General Plan

The City Council discussed two potential goals regarding the General Plan priority. First is to begin putting aside funds for the eventual General Plan update. Staff estimates that the cost of a full General Plan update could be as low as $400,000 or as high as $2 million, depending on the scope of work and the level of outreach. The City has applied for several grants that could provide data collection for portions of the General Plan update (i.e. circulation data). If these grants are awarded, the overall cost of the General Plan update could be reduced. In addition to setting aside funding, the City could also begin a search for grants to help fund this project.

The second comment raised during the General Plan discussion was the thought of conducting a review of the General Plan twice each year. Currently, the General Plan is reviewed by the City Council annually, as required by State law. At the last review, staff was directed to distribute the previous review to the City Council prior to next year's City Council priority setting workshop.

Staff seeks direction on goals related to updating the General Plan.

Recreation Opportunities

The last priority identified by the City Council was increasing recreation opportunities. Specifically, the City Council discussed using volunteers to keep the cost to operate programs low, seeking recreation grants, and seeking more collaboration opportunities with school districts and the County library to make facilities available or to operate programming.

In August 2014, staff met with representatives of the YMCA about establishing a youth basketball league at the Recreation Center. The basketball program would augment the judo and pee-wee sports programs currently offered. The YMCA marketed the program through the schools and offered two free basketball clinics. Through these efforts, only twenty Lemon Grove youth signed up—not a sufficient number to run a league. As such, the program never launched.

Since the retreat, staff has been in discussions with STAR/PAL (a non-profit organization aimed at "providing free programs for underserved and at-risk youth in San Diego that are led by law enforcement officers. These programs focus on violence prevention, mentoring, leadership, civic engagement, outdoor enrichment, and physical fitness"). Also, the HEAL Zone Steering Committee has formed a working group to explore increasing recreational opportunities.

Lastly, as was discussed at the March 17th City Council meeting, staff is working with Lemon Grove School District staff to update a joint use agreement to expand public usage of the fields and courts behind the Recreation Center after school hours. A draft joint use agreement will be presented to the City Council before August 2015.

Staff recommends that the City Council provide direction to staff on several goals it wishes to accomplish in the next year related to increasing recreational opportunities.

Conclusion:

Staff recommends that the City Council provide direction to staff on its 2015 priorities.

Attachment B

City of Lemon Grove

Strategic Planning Retreat

February 24, 2015

What Are Your Expectations?

1. Out by 8:30 p.m.
2. List of goals reasonably achievable
3. Outline priorities and outline work plan
4. Achievable goals
5. Provide direction to staff
6. Statement of our vision and priorities to give to staff
7. Understanding by all that we have limited resources and time

What Will it Take to Meet Your Expectations?

1. Start with what we have – get the easy stuff out of the way
2. Focus on the broad vision
3. Keep moving – stay out of the weeds
4. Have fun!

Vision Components:

- **Live Here**
  - City of working people who want to stay in Lemon Grove long term
  - A place you never want to leave
  - We are a connected, strong community where people seek to live
  - A beautiful city
  - Lemon Grove has a reputation as a great place to live
  - Opportunity for great home ownership that is centrally located
  - Great quality of life for everyone to enjoy
- **Work Here**
  - Vibrant downtown village
  - Quaint restaurants and shops
  - Hub for small manufacturing and businesses in our commercial zone
  - Economic growth and financially secure
  - Redevelopment
  - Innovative city
- **Play Here**
  - Clean, safe walkable and bike-able neighborhoods
  - Paved streets and sidewalks
  - Maintain community character while moving ahead to better future
  - Gateways, monuments and signage

Attachment B

- Parks and recreation facilities for all ages
- Recreational opportunities that are family oriented
- Safe, drug free community with low crime rate

Independent Concepts:

- Nurture community bonds
- Inform the people outside Lemon Grove about great opportunities

Priority Goals:

- Economic Development **** ###
  - Increase gateways to the city
  - Increase sales tax base and shopping
  - Niche businesses or industry (2)
  - Vibrant downtown
  - Greater diversity of restaurants
  - Increase jobs (2)
  - Increase gathering places
  - Increase shade and trees
  - Business improvement
  - Parking regulations
  - Marketing incentives working with the chamber
  - Staff person solely focused on economic development: grants, philanthropy
  - Attracting new businesses
  - Strategic or marketing for specific focused areas – Downtown and Federal
  - Activities for our residents - stores where our residents want to shop

Secondary Long-Term Goals:

- Clean up neighborhoods, city and website**(*) #
  - General physical cleanup: trash, shopping carts, homeless trash, gateways, utility poles, and bus stops
  - Website more user friendly, transparent and easy to find things
  - More community events that involve clean up
  - Reduce graffiti
  - Encourage pride of ownership
  - Homes for homeless
  - Add more shade and more trees
  - BID's
  - Street improvements – sidewalks, pavement
  - Carports

Attachment B

Infrastructure *(*) #:

- Traffic calming
- Complete streets – Madera
- CIP funding including grants
- Make it easier for private owners to make improvements
- Enhancing user experience of the streets: road diets; increase walkability

Public Safety **:

- Enhance perception and tell our own story
- Crime free multi-housing
- Develop a homeless plan

General Plan **:

- Put money away to make happen in 2016
- Begin biannual review of general plan

Recreation Opportunities **:

- Use volunteers to help keep programs affordable
- Grants
- Collaborate more with school district and the county library to make facilities available

Legend: * = Council vote; (*) = Staff vote; # = Council priority

LEMON GROVE SANITATION DISTRICT
AGENDA ITEM SUMMARY

Item No. 3
Mtg. Date April 7, 2015
Dept. Development Services

Item Title: **Rejection of Bids for Sewer CIP Upsizing Project**

Staff Contact: Tamara O'Neal, Interim City Engineer

Recommendation:

Adopt a resolution (**Attachment B**) rejecting all bids received for the Sewer CIP Upsizing Project.

Item Summary:

In 2013, staff presented to the Board of Directors a Capital Improvement Program (CIP) Update which included the need to create a new project to rehabilitate sanitary sewer mains, including replacement, upsizing and repairs. On January 22, 2015, bid documents for the project (Contract No. 2015-02) were advertised. Based on that advertisement, the District received five sealed bids.

Staff recommends that the District Board of Directors consider a resolution (**Attachment B**), rejecting the bids. The staff report (**Attachment A**) provides analysis regarding staff's recommendation. If the resolution is adopted, staff will re-advertise the project.

Fiscal Impact:

Sanitation District funds were budgeted for this project as part of the Fiscal Year 2013-14 budget.

Environmental Review:

☒ Not subject to review
☐ Negative Declaration
☐ Categorical Exemption, Section
☐ Mitigated Negative Declaration

Public Information:

☒ None
☐ Newsletter article
☐ Notice to property owners within 300 ft.
☐ Notice published in local newspaper
☐ Neighborhood meeting

Attachments:

A. Staff Report
B. Resolution

Attachment A

LEMON GROVE SANITATION DISTRICT
STAFF REPORT

Item No. 3

Mtg. Date April 7, 2015

Item Title: **Rejection of Bids for Sewer CIP Upsizing Project**

Staff Contact: Tamara O'Neal, Interim City Engineer

Discussion:

In 2013, staff presented to the Board of Directors a Capital Improvement Program (CIP) Update which included the need to create a new project to rehabilitate sanitary sewer mains, including replacement, upsizing and repairs. On January 22, bid documents for the project (Contract No. 2015-02) were advertised in the East County Californian, online at eBidboard and the City's website.

On February 25, the District received five sealed bids. The name of each bidder, their location, and amount of their bid are listed below:

Bidder's Name	Location	Amount
MJC Construction	Bonita, CA	$1,018,006.50
Wier construction	Escondido, CA	$1,040,858.00
GRFCO	Brea, CA	$1,091,930.00
Just Construction	San Diego, CA	$1,141,934.00
Paul Hansen Equipment Inc.	San Diego, CA	$1,228,241.00

The engineer's estimate for this project was $1,215,830. The low bid was submitted by MJC Construction Corp. for $1,018,006.50. After staff reviewed the low bid, it was determined that the required reference information was incomplete and that not all projects referenced were within the three-year time frame stipulated in the specifications. Review of the second lowest bid revealed a similar irregularity with respect to the referenced projects being completed outside of the required three-year time frame.

Due to the large dollar amount between the two lowest bidders and the third bidder, staff recommends that all bids received at the February 25 bid opening be rejected, and that the project be re-advertised allowing projects that were completed within the last five years to be submitted for reference.

The Municipal Code and the bid document allows the District to reject all bids and staff believes that this measure will result in a significant savings to the District.

Conclusion:

Staff recommends that the Board of Directors adopt the resolution (**Attachment B**) rejecting all bids received for the Sewer CIP Upsizing Project.

Attachment B

RESOLUTION NO. 2015-___

RESOLUTION OF THE LEMON GROVE SANITATION DISTRICT BOARD OF DIRECTORS REJECTING ALL BIDS RECEIVED FOR THE SEWER CIP UPSIZING PROJECT

WHEREAS, on January 22, 2015, bid documents for the Sewer Capital Improvement Project: Upsizing (project) were advertised in the East County Californian, and online at eBidboard and the City's website; and

WHEREAS, on February 25, 2015, five bids were received for the project; and

WHEREAS, said bids were opened and the two lowest bids contained irregularities; and

WHEREAS, the third lowest bid submitted was significantly higher in cost than the lowest two bids; and

WHEREAS, Section 3.24.120 of the Lemon Grove Municipal Code allows the Board of Directors to reject any or all bids presented; and

WHEREAS, the Board of Directors finds it in the public interest that the bids be rejected and the project re-advertised;

NOW, THEREFORE, BE IT RESOLVED that the Lemon Grove Sanitation District Board of Directors hereby rejects all bids received at the February 25, 2015 bid opening for the Sewer CIP Upsizing Project.

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