



# City of Lemon Grove City Council Regular Meeting Agenda

**Tuesday, July 6, 2021 6:00 p.m.**

**Lemon Grove Community Center**  
3146 School Lane, Lemon Grove, California 91945

## **City Council**

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

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

*Effective May 18, 2021 the City of Lemon Grove will resume in-person Open Session meetings at the Lemon Grove Community Center, 3146 School Lane, Lemon Grove, California 91945. Masks and hand sanitizer will be available and social distancing will be maintained in the Chambers. In consideration of others, face coverings will be required.*

*Virtual City Council Regular Meetings will be discontinued, however submission of Public Comment via email prior to the meeting deadline will be accepted in addition to in-person Public Comments. Following the meeting, audio recording only will be posted on the City's website within 72 hours.*

## **Public Comment:**

Written Public Comment will be accepted by email with the subject line PUBLIC COMMENT ITEM \_\_\_\_\_. Email to the Deputy City Clerk at [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) prior to the meeting. The deadline for the public comment to be submitted is **Tuesday, July 6, 2021 at 12:00 p.m.** Any comment received after the deadline will not be read out-loud but will be maintained in the record.

## **Process:**

1. Email the Deputy City Clerk your written comment. In the Subject Line of the email indicate whether comment is for Public Comment (item not on the agenda) or Agenda Item #\_\_\_\_\_.

Participants addressing the City Council by email are encouraged to provide the following information:

- a) Full Name;
- b) Contact Number;
- c) Address;
- d) Public Comment or Agenda Item No;
- e) Subject;
- f) Written Comments

2. Include Comment – Comment is limited up to three (3) minutes. Comment will be read by the Deputy City Clerk up to the three (3) minute mark.

If comment is received but there is no indication as to whether it is to be read under Public Comment or a specific agenda item, the comment will be retained in the record but not read at the meeting.

**City of Lemon Grove  
City Council Regular Meeting Agenda**

**Tuesday, July 6, 2021 6:00 p.m.**

**Lemon Grove Community Center  
3146 School Lane, Lemon Grove, California 91945**

*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:**

San Diego Food Bank, Vice President, Operations, Vanessa Ruiz

Impact of Fentanyl in the Community, Institute for Public Strategies, Program Manager, David Shorey

**Public Comment:**

*Written public comments submitted by the deadline via email to the Deputy City Clerk at [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) will be read into the record by the Deputy City Clerk. To address the Council in-person, you will be required to fill out and submit a speaker slip at the meeting (provided at the City Council Meeting) to the Deputy City Clerk. Per Lemon Grove Municipal Code Section 2.14.150, each comment is allowed up to 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: Rod Greek, Administrative Services Director

Recommendation: Ratify Demands

1.C Approval of City Council Meeting Minutes

Reference: Audrey Malone, Deputy City Clerk

Recommendation: Approval of City Council Minutes, meeting of June 15, 2021.

1.D Award A Professional Services Agreement to Quality Towing and Recovery

Reference: Mike James, Assistant City Manager/Public Works Director and Christian Olivas, Management Analyst

Recommendation: Adopt a resolution awarding a professional services agreement for towing services to Quality Towing and Recovery.

1.E New Part-Time Position Classifications for a Communications Specialist and Revenue Compliance Officer

Reference: Roberto Hidalgo, Human Resources Manager

Recommendation: Adopt a resolution establishing two (2) new part-time classifications.

1.F Authorization to Submit a Grant Application to the Department of Justice for the Justice Assistance Grant

Reference: Christian Olivas, Management Analyst

Recommendation: Adopt a resolutions authorizing the submittal of a grant application to the Department of Justice (DOJ) for the Edward Byrne Justice Assistance Grant (JAG) for Fiscal Year (FY) 2021.

**Reports to Council:**

2. Ordinance No. 458 updating the Lemon Grove Municipal Code for Recreational Cannabis Sales and Associated Uses

Reference: Noah Alvey, Community Development Manager

Recommendation: Conduct second reading, by title only, and adopt Ordinance No. 458 entitled, "An Ordinance of the City Council of the City of Lemon Grove, California, Amending the Lemon Grove Municipal Code to Allow Recreational Cannabis Sales and Associated Uses".

**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:**

**Closed Session:**

- a. Public Employment  
Public Employee Performance Evaluation: City Manager  
Government Code Section 54957

**Adjournment**

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

I, Audrey Malone, Deputy City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours, before the hour of 6:00 p.m. on July 1, 2021 to the members of the governing agency, and caused the agenda to be posted on the City's website at [www.lemongrove.ca.gov](http://www.lemongrove.ca.gov) and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Audrey Malone  
Audrey Malone, Deputy City Clerk

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





# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.B  
**Meeting Date:** July 6, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Rod Greek, Administrative Services Director  
[RGreek@lemongrove.ca.gov](mailto:RGreek@lemongrove.ca.gov)  
**Item Title:** **City of Lemon Grove Payment Demands**

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**Recommended Action:** Ratify Demands.

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Yolanda Cerezo, Interim Finance Manager  
For Council Meeting: 07/06/21

ACH/AP Checks 06/03/21-06/23/21

1,457,834.61

Payroll - 06/15/21

182,171.19

Total Demands

1,640,005.80

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	May19-Jun1 21	Calpers Supplemental Income 457 Plan	06/03/2021	457 Plan 5/19/21-6/1/21	8,299.05	8,299.05
ACH	Jun1 21	Employment Development Department	06/03/2021	State Taxes 6/1/21	8,071.91	8,071.91
ACH	781254	Aflac	06/03/2021	AFLAC Insurance 6/2/21	1,689.44	1,689.44
ACH	May21	Sedgwick Claims Management Services, Inc.	06/03/2021	CLG Workers Comp Claims - May'21	1,435.12	1,435.12
ACH	Feb21	San Diego County Sheriff's Department	06/08/2021	Law Enforcement Services - Feb'21	515,585.65	515,585.65
ACH	Jun1 21	US Treasury	06/08/2021	Federal Taxes 6/1/21	25,256.49	25,256.49
ACH	Refill 6/8/21	Pitney Bowes Global Financial Services LLC	06/09/2021	Postage Usage 6/8/21	250.00	250.00
ACH	May21	Wells Fargo	06/10/2021	Credit Card Processing-Mo.Svc - May'21 Credit Card Transaction Fees-May'21	9.95 731.42	741.37
ACH	May21	Wells Fargo	06/11/2021	Bank Service Charge - May'21	462.54	462.54
ACH	May21	Home Depot Credit Services	06/16/2021	Home Depot Purchases - May'21	527.87	527.87
ACH	72200470	WEX Bank	06/17/2021	Fuel - Fire/PW - May'21	2,364.33	2,364.33
ACH	Jun15 21	Employment Development Department	06/17/2021	State Taxes 6/15/21	14,840.09	14,840.09
ACH	Jun2-Jun15 21	Calpers Supplemental Income 457 Plan	06/18/2021	457 Plan 6/2/21-6/15/21	8,399.05	8,399.05
ACH	Mar21	San Diego County Sheriff's Department	06/22/2021	Law Enforcement Services - Mar'21	514,638.49	514,638.49
ACH	Jun15 21	US Treasury	06/22/2021	Federal Taxes 6/15/21	49,765.94	49,765.94
14433	060121	American General Life Insurance Company	06/09/2021	Life Insurance - L Romero	232.18	232.18
14434	12703	Balestreri, Potocki & Holmes	06/09/2021	Legal Svcs: File 1019-224 - thru Apr'21	5,028.74	5,028.74
14435	268458-Apr21 268459-Apr21 268460-Apr21 268461-Apr21 268462-Apr21 268463-Apr21	Burke, William, & Sorensen, LLP	06/09/2021	08250-00001 General Apr'21 08250-00002 Code Enf Apr'21 08250-00004 Affordable Housing Apr'21 08250-00007 COVID-19 Apr'21 08250-00008 Apr'21 08250-00009 SANDAG Apr'21	10,408.20 298.80 464.80 182.60 1,503.01 99.60	12,957.01
14436	FY22	California City Management Foundation	06/09/2021	FY2021-2022 CCME Membership	400.00	400.00
14437	47427	Colantuono, Highsmith & Whatley, PC	06/09/2021	Legal Services - thru Apr'21	3,263.99	3,263.99
14438	6530	D- Max Engineering Inc	06/09/2021	3450 West St Warehouse SWQMP Review 3/17/21-3/24/21	301.50	301.50
14439	06022120560	DAR Contractors	06/09/2021	Animal Disposal- May'21	162.00	162.00
14440	12/14-17/20	Esgil Corporation	06/09/2021	75% Building Fees- 12/14/20-12/17/20	7,368.53	7,368.53
14441	INV1019904	George Hills Company	06/09/2021	TPA Claims - Adjusting/Other Services - May'21	440.00	440.00
14442	IN276406	Geotab USA, Inc.	06/09/2021	Monthly ProPlus Plan	197.50	197.50
14443	SIN009080 SIN009080	Hinderliter De Llamas & Associates	06/09/2021	Contract Services - Sales Tax - Qtr 2 2021 Sales Tax Audit Services - Qtr 4 2021	1,389.41 2,278.79	3,668.20
14444	HS-5607-006	Home Start, Inc.	06/09/2021	LG Homeless Outreach - May'21	3,369.60	3,369.60
14445	1680	Janazz, LLC SD	06/09/2021	IT Services- City Council- May'21	2,500.00	2,500.00
14446	Kuubix	Kuubix Energy Inc.	06/09/2021	Refund/Building Permit Fee/B20-0458/Kuubix Energy	247.26	247.26
14447	1519531	Liebert Cassidy Whitmore	06/09/2021	Prof Svcs: LE050-0008 thru 4/30/21	101.25	101.25
14448	70750163 71405008	Occupational Health Centers of CA	06/09/2021	Medical Exam 3/15/21 Medical Exam 5/10/21	71.00 105.00	176.00
14449	Owens	Owens, Beverly	06/09/2021	Refund/Owens,Beverly/Deposit-LBH 4/25/20- COVID-19 Refund/Owens,Beverly/Rental-LBH 4/25/20- COVID-19	200.00 850.00	1,050.00

14450	May2021	Preferred Benefit Insurance Administrators	06/09/2021	Dental Insurance- PPO -May'21	3,776.90	3,776.90
14451	3568860625/0621 4154920380/0621	SDG&E	06/09/2021	Electric Usage:St Light 5/1/21-5/31/21 Electric Usage:St Light 5/1/21-5/31/21	1,523.17 2,225.48	3,748.65
14452	L1072895VF	American Messaging	06/16/2021	Pager Replacement Program 6/1/21-6/30/21	50.77	50.77
14453	Fire- 16503556	AT&T	06/16/2021	Fire Backup Phone Line- 4/22/21-5/21/21	45.65	45.65
14454	Reimb- 6/4/21	Brackney, Cody	06/16/2021	Training Reimb- S270 Air Ops Course 5/11/21-5/12/21	229.12	229.12
14455	0000015554 0000015556 0000015556 0000015556 0000015556	City of El Cajon	06/16/2021	HFR Patch Order - Lemon Grove's Share Overtime Reimbursement - Diaz 5/7/21 Overtime Reimbursement - Shaba 5/11/21 Overtime Reimbursement - Timmins 5/9/21 Overtime Reimbursement - Wrisley 5/14/21	89.55 1,309.38 607.93 1,403.18 1,215.85	4,625.89
14456	23094 23094 23177	City of La Mesa	06/16/2021	Overtime Reimbursement - Tasco 5/7/21 Overtime Reimbursement - Provence 5/13/21 FY20-21 Qtr 3 JPA Reconciliation- Jan Mar 21	1,310.41 1,203.32 55,571.00	58,084.73
14457	1000305740	City of San Diego	06/16/2021	Fuel Services-PW: May'21	1,861.20	1,861.20
14458	47902 48051	Colantuono, Highsmith & Whatley, PC	06/16/2021	Legal Svcs: Affordable Housing May'21 Legal Svcs: SDCOE May'21	44.29 42.78	87.07
14459	HIRT-2021-011 UDC-2021-010	County of San Diego- OES	06/16/2021	FY20-21 (7/1/20-6/30/21) HIRT Membership Fee FY20-21 Unified SD County- Emergency Svc Membership Fee	23,585.00 742.00	24,327.00
14460	21CTOFLGN11	County of San Diego- RCS	06/16/2021	800 MHZ Network - May'21	2,451.00	2,451.00
14461	11634	FailSafe Testing	06/16/2021	Ground Ladder Testing 5/17/21	457.20	457.20
14462	Jun15 21	ICMA	06/16/2021	ICMA Deferred Compensation Pay Period Ending 6/15/21	780.77	780.77
14463	13508	Infrastructure Engineering Corporation	06/16/2021	Prof Svc: 177.LEMG.0002.022- CO Svcs 1/30/21-2/26/21	148.00	148.00
14464	7469 7476 7500 7507 7513	North County EVS, Inc.	06/16/2021	E310 AM/Service & Safety Inspection/Service Call/Replace Oil Pan E210 AM/Service Call/Replace Radiator Hose E10 AM/Service Call/Replace Siren Brake/Diagnose Hard Start Issue E310 Service Call/Replace Batteries/Deliver Apparatus to HTF E10 Service Call/Diagnose Check Engine Light	7,584.35 348.94 1,488.27 738.80 110.00	10,270.36
14465	71617836 71617836	Occupational Health Centers of CA	06/16/2021	Medical Exam - 6/2/21 Medical Exam - 6/3/21	179.00 140.50	319.50
14466	81567	Rick Engineering Company	06/16/2021	Prof Svc: City Engineer 3/27/21-4/30/21	49,685.58	49,685.58
14467	May21	SDG&E	06/16/2021	Gas & Electric 4/23/21-5/21/21	22,090.03	22,090.03
14468	8062414750	Staples Advantage	06/16/2021	Office Supplies & Copy Paper - City Hall	260.51	260.51
14469	514144	State of California- Department of Justice	06/16/2021	Fingerprint Apps - New Hires	96.00	96.00
14470	00106828	The East County Californian	06/16/2021	Notice of Public Hearing - LGMC Update Cannabis Reg 6/4/21	171.50	171.50
14471	80049836	Waxie Sanitary Supply	06/16/2021	Janitorial Supplies - Fire	82.01	82.01
14472	1DDC-V6QY-NRD1	Amazon Capital Services, Inc.	06/23/2021	Microphone/Windscreen - City Council Mtg Supplies	236.21	236.21
14473	16611790	AT&T	06/23/2021	Phone Service 5/13/21-6/12/21	94.68	94.68
14474	5656567392 5656574618	AutoZone, Inc.	06/23/2021	Lightbulbs/Tape/Wiper Blades/Cleaner/Oil - Fleet Supply Soldering Gun Kit - PW Yard	143.42 23.80	167.22
14475	5201752	Bearcom Group Inc.	06/23/2021	Portable Radios Monthly Contract 5/22/21-6/21/21	150.00	150.00
14476	Jun2021 Jun2021	Benefit Coordinators Corporation (BCC)	06/23/2021	Life Insurance - Jun'21 LTD Insurance - Jun'21	550.80 666.92	1,217.72
14477	680506 680527	Broadway Auto Electric	06/23/2021	LGPW# 7 - Repair Connections for Light Bar Control Battery & Installation/Sewer Camera - Sanitation	180.00 462.57	642.57
14478	269910-May21 269911-May21 269912-May21 269913-May21 269914-May21 269915-May21 269916-May21	Burke, William, & Sorensen, LLP	06/23/2021	08250-0001 General May'21 08250-0002 Code Enf May'21 08250-0004 Affordable Housing May'21 08250-0005 May'21 08250-0007 COVID-19 May'21 08250-0009 May'21 08250-0008 May'21	8,466.00 481.40 33.20 49.80 132.80 298.80 1,058.81	10,520.81
14479	6641	D- Max Engineering Inc	06/23/2021	7431 Broadway SWQMP Plan Review 3/16/21-5/25/21	1,180.50	1,180.50
14480	64682	EW Truck & Equipment Company, Inc.	06/23/2021	LGPW#32 GapVax- Replace Brakes	1,235.28	1,235.28
14481	D153915-00	Forms + Surfaces	06/23/2021	Deposit/Lightscale Bollard Repair - Promenade Park	10,031.53	10,031.53
14482	24552	Grant & Kessler, APC	06/23/2021	Legal Svcs/WIT & SWRAJ - thru 5/31/21	854.40	854.40

14483	21104	Helix Water District	06/23/2021	Contractual Svc - Lateral Repair/Noble St	1,294.14	1,294.14
14484	60923 61416	Horrocks Engineers Inc	06/23/2021	Prof Eng Svcs: FY19/20 Sewer CIP Rehab Proj Design thru 3/31/21 Prof Eng Svcs: FY19/20 Sewer CIP Rehab Proj Design thru 4/30/21	7,192.30 36,975.50	44,167.80
14485	145833	Knott's Pest Control, Inc.	06/23/2021	Monthly Bait Stations- Sheriff- Jun21	45.00	45.00
14486	1521607	Liebert Cassidy Whitmore	06/23/2021	Prof Svcs: LE050-00001 thru 5/31/21	468.00	468.00
14487	INV35643	Logicopy	06/23/2021	Ricoh C3502 Copier Contract Charge-PW Yard-6/7/21-7/6/21	51.58	51.58
14488	5099769 5099770	Mallory Safety and Supply, LLC	06/23/2021	Nitrile Gloves/Hard Hats - COVID-related Drivers Gloves/Nitrile Gloves - COVID-related	223.16 406.66	629.82
14489	Morrison	Morrison, David	06/23/2021	Refund/Morrison, David/Doc Prep & Street Ded Fees	595.00	595.00
14490	INV-000161	Municipal Sewer Tools	06/23/2021	8" TruGrit Wheels/Hub Adapter Sets/6' Poles - Sanitation	1,893.64	1,893.64
14491	4236	Pacific IP	06/23/2021	Remote Programming of x3811 - 6/18/21	25.00	25.00
14492	3963	Qual Chem Corp.	06/23/2021	Hand Sanitizer Wipes - Sanitation	1,101.47	1,101.47
14493	109799102-001	SiteOne Landscape Supply, LLC	06/23/2021	E-Z Reachers	125.68	125.68
14494	Jun1 Jun15	Southern CA Firefighters Benefit Trust	06/23/2021	LG Firefighters Benefit Trust 6/1/21 LG Firefighters Benefit Trust 6/15/21	784.55 784.55	1,569.10
14495	208473 208583 208869	Superior Ready Mix Concrete LP	06/23/2021	Asphalt Tack - Noble St Digout Asphalt Tack - Noble St Asphalt Tack - Noble St	624.95 245.67 93.74	964.36
14496	72966380 72967750 72973802	Vulcan Materials Company	06/23/2021	Asphalt/SS1H 4.5 Gallon Bucket Asphalt Asphalt/SS1H 4.5 Gallon Bucket	176.71 90.24 136.30	403.25
14497	80080699	Waxie Sanitary Supply	06/23/2021	Janitorial Supplies	729.31	729.31
					1,457,834.61	1,457,834.61



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.C  
**Meeting Date:** July 6, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Audrey Malone, Deputy City Clerk  
[amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov)  
**Item Title:** **Approval of City Council Meeting Minutes**

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**Recommended Action:** Approval of City Council Meeting Minutes, meeting of June 15, 2021.

**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.

**MINUTES OF THE REGULAR MEETING  
OF THE LEMON GROVE CITY COUNCIL  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945  
TUESDAY, June 15, 2021 at 6 PM**

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

**Call To Order:**

Mayor Vasquez called the Regular City Council Meeting to order at 6:03 p.m.

**Present:**

Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron, and Councilmember George Gastil  
Absent: None.

**Staff Members Present:**

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

**Pledge of Allegiance:**

Pledge of Allegiance to the Flag was led by Councilmember Gastil.

**Changes to the Agenda:** Mayor Vasquez rearranged the agenda, moving the Planning Commission Interviews to the front of the agenda.

**Presentation:**

Home Grown Fun, San Diego County Fair, Katie Mueller steps in to replace Ashley Colburn who was not present.

Proclamation presented to Molly Brennan, Administrative Services Director.

**Reports to Council:**

3. Planning Commission Vacancy Interviews and Appointment

Each Councilmember chose one question that was asked to each applicant. Interviews were conducted in alphabetical order by applicant's last name. Each applicant provided a 3 minute introductory statement followed by one question from each Councilmember. Order of interviews were as follows,

1. Burns, John
2. Cahoon, Bryan,
3. Heredia, Jessica
4. Jacobs, Emily
5. Shanae, May
6. O'Keefe, Scott
7. Pasis, Sheryll (*No Show*)
8. Ramos, Daniel (*Disqualified*)

- 9. Robertson, Brian
- 10. Russo, Julie

At the conclusion of the interviews, Mayor Vasquez calls a five minute recess at 7:49 p.m. The City Council reconvened from their break at 7:56 p.m.

City Council began deliberations on planning commission applicants; each providing their top three applicants resulting in a three way tie between, Burns, Jacobs and May.

Second round of Council deliberation result in a two way tie between Burns and Jacobs.

Final round of Council deliberation result in Emily Jacobs as the top applicant for Planning Commission.

**Motion:** Appoint Emily Jacobs to the Planning Commission to serve a four year term.

**Action:** **Motioned by Mayor Pro Tem Jones and Second by Councilmember Mendoza. The motion passed by the following roll call vote:**

- Ayes:** Vasquez, Jones, Mendoza, LeBaron, Gastil
- Noes:** None.
- Absent:** None.

Mayor Vasquez calls a five minute recess at 8:23 p.m. before moving forward with the agenda, reconvening at 8:29 p.m.

**Public Comment,**

Email Submitted - *read into the record by Deputy City Clerk, Audrey Malone.*

- Two comments received by Robert Holguin

In-Person

- John L. Wood
- Kathy Campbell (submitted speaker slip, did not approach podium when called upon)
- Mark Dekervor (submitted speaker slip, did not approach podium when called upon)

**Consent Calendar:**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda
- 1.B City of Lemon Grove Payment Demands
- 1.C Approved City Council Meeting Minutes for the meeting of June 1, 2021.
- 1.D Approve the Engineer’s Report Detailing Sewer Service Charges for FY 2122
- 1.E Approve the Engineer’s Report Detailing Zone L Assessments for FY 21-22
- 1.F Stryker EMS Equipment and Maintenance Agreement.
- 1.G Amendment No. 1 to the Professional Services Contract with Rick Engineering Company

**Action:** Motion by Mayor Pro Tem Jones, seconded by Councilmember Gastil to approve the Consent Calendar Items 1.A – 1.G.

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

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

**Noes:** LeBaron

**Absent:** None.

**Public Hearing:**

2. Introduce an Ordinance to update the Medical Marijuana Ordinance (Title 17) and delete Chapter 8.64 (Title 8) of the Municipal Code

Mayor Vasquez introduces Noah Alvey, Community Services Manager to present.

At the conclusion of staff's presentation Council address staff with comments and questions.

**Public Hearing opened at 9:06 p.m.**

**Public Comments**, read into the record by Deputy City Clerk, Audrey Malone, Email Submitted

- Barbara Gordon
- Carol Green
- Diane Grace
- Judi Strang
- Kelly McCormick
- Kathleen Lippitt
- Peggy Walker
- Mark Wilcox
- Terri-Ann Skelly
- Rebecca Rapp

In-Person

- Jessica McElfresh
- Gina Austin

**Motion:** Close the Public Hearing.

**Action:** Motioned by Mayor Pro Tem Jones and Second by Councilmember LeBaron. The motion passed by the following roll call vote:

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

**Noes:** None.

**Absent:** None.

**Public Hearing closed at 9:32 p.m.**

Council provide final questions and comments to staff.

**Motion:** Introduce an Ordinance to update the Medical Marijuana Ordinance (Title 17) and delete Chapter 8.64 (Title 8) of the Municipal Code.

**Action:** Motioned by Mayor Pro Tem Jones and Second by Councilmember Mendoza. The motion passed by the following roll call vote:

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

**Noes:** None.

**Absent:** None.

Mayor Vasquez checks in with City Manager, Lydia Romero regarding remaining items on the agenda in respect to time.

City Manager, Lydia Romero advised Council of estimated time to complete the remaining items on the agenda, to the Council to deliberate on the remaining agenda items to be heard. .

Council agrees to move forward with item number four on the agenda and to move City Council Reports and the City Manager Report to a future meeting.

**Reports to Council:**

4. Fiscal Year 2021-2022 Consolidated Operating and Capital Budget

Mayor Vasquez introduces Molly Brennan, Administrative Services Director to present. After Ms. Brennan's presentation, she introduces Mike James, Assistant City Manager/Public Works Director to conclude presentation.

Council discussion providing comments/feedback.

**Public Comment:** *read into the record by Deputy City Clerk, Audrey Malone*

Email Submitted:

- None.

In-Person:

- Sydel Howell (submitted speaker slip, did not approach podium when called upon)

**Motion:** Adopt a resolution approving the Fiscal Year 2021-22 City of Lemon Grove Budget, removing the mileage auto allowance and reverting to the previous year's auto allowance for city council members.

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

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

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

**Noes:** LeBaron

**Absent:** None.

**Motion:** Adopt a resolution approving the Salary Plan & Classification Summary

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

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

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

**Noes:** None.

**Absent:** None.

**Motion:** Adopt a resolution approving the Fiscal Year 2021-22 Appropriations Limit

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

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

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

**Noes:** LeBaron

**Absent:** None.

**Motion:** Adopt a resolution approving the Fiscal Year 2021-22 Lemon Grove Roadway Lighting District Budget

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

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

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

**Noes:** LeBaron

**Absent:** None.

**Motion:** Adopt a resolution approving the Fiscal Year 2021-22 Lemon Grove Sanitation District Budget

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

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

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

**Noes:** LeBaron

**Absent:** None.

**Motion:** Adopt a resolution approving the list of projects for Fiscal Year 2021-22 funded by SB 1: The Road Repair and Accountability Act of 2017

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

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

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

**Noes:** LeBaron

**Absent:** None.

**Adjournment:**

There being no further business to come before the Council, the meeting was adjourned at 10:13 p.m. Mayor Vasquez adjourned to the next meeting to be held Tuesday, July 6, 2021 at 6 p.m. for a Regular City Council Meeting.

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Audrey Malone  
Deputy City Clerk



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.D

**Meeting Date:** July 6, 2021

**Submitted to:** Honorable Mayor and Members of the City Council

**Department:** City Manager's Office

**Staff Contact:** Mike James, Assistant City Manager/Public Works Director  
[Mjames@lemongrove.ca.gov](mailto:Mjames@lemongrove.ca.gov); Christian Olivas, Management Analyst, [Colivas@lemongrove.ca.gov](mailto:Colivas@lemongrove.ca.gov)

**Item Title:** **Award a Professional Services Agreement for Towing Services to Quality Towing and Recovery**

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**Recommended Action:** Adopt a resolution (**Attachment A**) awarding a professional services agreement for towing services to Quality Towing and Recovery.

**Summary:** Each evening at City parks, Public Works staff closes the restrooms and locks the parking lot gates. In some instances, staff encounters vehicles without owners being present. Instead of locking unattended vehicles in the parking lot overnight, staff will sometimes spend a significant amount of time looking for the vehicle owner. In addition, some vehicle owners have become verbally abusive with staff when asked to move their vehicles to outside of the parking lot area. When a vehicle owner cannot be found, staff must consider locking it in the parking lot overnight. An agreement for towing services will provide staff an additional tool to consider using when an unattended vehicle is encountered after hours and staff have exhausted all means of locating the vehicle owner.

**Background:** Over the last few years, Public Works staff have encountered cars that are left after the park closes in the parking lots at Berry Street, Lemon Grove, and Treganza Heritage Parks, irrespective of signage that states the prohibition of overnight parking as stated in the Lemon Grove Municipal Code (LGMC) Chapter 10.28.180. When Public Works staff attempts to close a park parking lot often there are vehicles still parked inside; staff attempts to contact the owners of the vehicles to remove them from the parking lot. Often, staff cannot locate a vehicle owner or the owner refuses to remove their vehicles. A towing services agreement will provide Public Works staff the ability to have these vehicles towed.

**Discussion:** On March 18, 2021, the City publicly advertised a Request for Proposals (RFP) that sought towing services from a qualified towing services company. The

advertisement was open for approximately four weeks and closed on April 13, 2021. One proposal was received from Quality Towing and Recovery.

Rather than extend the open submittal period, staff decided to review and evaluate the proposal. A thorough evaluation of the proposal was assigned to a review committee, consisting of the Assistant City Manager/Public Works Director, Code Enforcement Officer, and Management Analyst. The proposal was evaluated using the following criteria: relevant experience, organization and structure, and expected satisfaction of meeting scope of services.

The review committee learned that Quality Towing and Recovery is locally based, has strongly positive references, and has over 15 years of experience providing excellent towing services in the San Diego County region. Furthermore, the review committee concluded that Quality Towing and Recovery is a qualified contractor to provide towing services for the City of Lemon Grove. City staff believes that contracting with Quality Towing and Recovery will be in the best interest to the City.

#### Proposed Scope of Services

In accordance with the RFP and the Professional Services Agreement (PSA), Quality Towing and Recovery will provide the following scope of services:

- Tow vehicles that are in violation of the LGMC Chapter 10.28.180 Parking Time Limited at the following City parks: Berry Street Park, Lemon Grove Park, and Treganza Heritage Park.
- Provide automatic towing services with either a flatbed truck or swing truck and respond to calls within 15 minutes, every day of the year, 24 hours a day and may include working under adverse conditions.
- Perform lock out services on vehicles that need to be opened prior to towing to allow the vehicle to be properly inventoried.
- Remove inoperable or junk vehicles and remove vehicles from tight spots or vehicles that are possibly wedged between other vehicles, without causing damage.
- Remove any debris left in street from vehicle(s) being towed, including auto body parts, trash, debris or any fluids leaked, such as oil, radiator and transmission fluids.
- Store impounded vehicles on its property and allow registered owner(s) to remove personal items from vehicle until the vehicle is released to the owner.

- Maintain a current list of drivers, and if requested by the City, shall furnish a copy of the list to and any other personnel information that may be requested under the deadline that is provided.
- Provide the City access to City or Sheriff’s Department equipment tows at no charge.
- Provide data on a monthly basis to demonstrate that the towing services are effective in reducing the number of vehicles that are in violation of the Lemon Grove Municipal Code at the park locations listed above.

Additionally, the City may use the agreement to remove vehicles that do not move when there is a 72 hour no parking sign posted for a public works construction project. If Quality Towing and Recovery is awarded this agreement, the owner of the vehicle that is towed will provide compensation to the contractor for the costs associated with the performance of the services that are outlined in the agreement. Therefore, the City will not be required to provide any compensation to Quality Towing and Recovery.

**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.

**Staff Recommendation:** Staff recommends that the City Council adopt a Resolution awarding a professional services agreement for towing services to Quality Towing and Recovery.

**Attachments:**

**Attachment A** – Resolution

**RESOLUTION NO. 2021-3828**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR TOWING SERVICES TO QUALITY TOWING AND RECOVERY**

**WHEREAS**, Public Works staff have encountered cars that are being left after hours in the parking lots of Berry Street, Lemon Grove, and Treganza Heritage Park, in violation of the Lemon Grove Municipal Code Chapter 10.28.180 Parking Time Limited; and

**WHEREAS**, staff believes that a towing services agreement will provide Public Works staff an additional tool to use to enforce the Lemon Grove Municipal Code when staff cannot locate owners of the vehicles; and

**WHEREAS**, on March 18, 2021, City staff publicly advertised a request for proposals to provide towing services for the City of Lemon Grove; and

**WHEREAS**, on April 13, 2021, the City received one proposal from Quality Towing and Recovery; and

**WHEREAS**, Quality Towing and Recovery was identified by City staff as a company that is locally based, has strong and positive references, and has over 15 years of experience providing excellent towing services in the San Diego County region, and would be able to provide satisfactory towing services to Lemon Grove; and

**WHEREAS**, Quality Towing and Recovery would be expected to provide towing services to the City by enforcing Chapter 10.28.180 Parking Time Limited of the Lemon Grove Municipal Code at Berry Street Park, Lemon Grove Park, and Treganza Heritage Park; and

**WHEREAS**, City staff believes that it is in the best interest of the City to establish a professional services agreement with Quality Towing and Recovery for towing services.

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

1. Approves a professional services agreement (**Exhibit 1**) with Quality Towing and Recovery to provide towing services; and
2. Authorizes the City Manager or designee to execute and manage all agreement documentation.

**PASSED AND ADOPTED** on July 6, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2021-3828, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Racquel Vasquez, Mayor**

**Attest:**

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**Audrey Malone, Deputy City Clerk**

**Approved as to Form:**

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**Kristen Steinke, City Attorney**

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF LEMON GROVE  
AND  
CONTRACTOR**

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 Quality Towing & Recovery, a professional towing organization with extensive experience providing towing and road assistance services in the San Diego County region (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide towing services to the CITY.

WHEREAS, the CITY has determined that the CONTRACTOR is a professional towing organization that is qualified by experience and has ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

1. **ENGAGEMENT OF CONTRACTOR.** The CITY hereby agrees to engage the CONTRACTOR and the CONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein.

The CONTRACTOR represents that all services required hereunder will be performed directly by the CONTRACTOR or under direct supervision of the CONTRACTOR.

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform towing services as set forth in Exhibit "A" (Attached).

The CONTRACTOR 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 CONTRACTOR shall participate in meetings if required to keep staff advised of the progress of the project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR 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 Management Analyst hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. The President is designated as the Project Director for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on actual work performed. All costs associated with services described in Exhibit "A" shall be absorbed by the owner of the vehicle that is towed. The CITY will not provide any compensation to the CONTRACTOR without prior written authorization from the CITY. If authorized, 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 and in the sole discretion of the CITY.

The CONTRACTOR 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.** The Agreement will expire one (1) year from the effective date. Upon the conclusion of the one (1) year term, the CITY may grant up to two additional (2) year extensions, not to exceed a total of five (5) years.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, and other documents prepared by the CONTRACTOR 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 CONTRACTOR hereby assigns to the CITY and CONTRACTOR 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 CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

enacted. The CONTRACTOR, 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 CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR 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 CONTRACTOR to practice its profession.

11. **STANDARD OF CARE.**

A. The CONTRACTOR, 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 CONTRACTOR'S trade or profession currently practicing under similar conditions and in similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

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

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR 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 CONTRACTOR has notified the CITY otherwise, the CONTRACTOR 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 CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR 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 CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR 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 CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONTRACTOR without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR 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.** The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, and its officers, officials, 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. CONTRACTOR'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. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONTRACTOR 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.

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

16. **INSURANCE.** The CONTRACTOR, 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 and \$2 million aggregate limit, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

E. The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.

F. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds.

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONTRACTOR 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 CONTRACTOR 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 attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

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 principles, 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.** A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the CONTRACTOR. During said 30-day period the CONTRACTOR shall perform all services in accordance with this Agreement. The Contractor 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.

B. 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 CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

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

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

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

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

To the CITY: Christian Olivas  
Management Analyst  
CITY OF LEMON GROVE  
3232 Main Street  
Lemon Grove, CA 91945-1701

To the CONTRACTOR: Rodi Mikha, President  
QUALITY TOWING & RECOVERY  
8280 Broadway  
Lemon Grove, CA 91945

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

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR 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 CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONTRACTOR 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 CONTRACTOR has a financial interest as defined in Government Code Section 87103. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall:

1. Go to [www.fppc.ca.gov](http://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 City of Lemon Grove with the signed agreement.

The CONTRACTOR 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 CONTRACTOR.

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**

**CONTRACTOR**

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

By: \_\_\_\_\_  
Lydia Romero  
\_\_\_\_\_  
City Manager  
(Title)  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
Rodi Mikha  
\_\_\_\_\_  
President  
(Title)  
\_\_\_\_\_  
(Date)  
\_\_\_\_\_  
(Name 2)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kristen Steinke  
\_\_\_\_\_  
City Attorney  
(Title)  
\_\_\_\_\_  
(Date)

By: \_\_\_\_\_  
(Name)  
\_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Date)

**SCOPE OF SERVICES**

A. The CONTRACTOR shall tow vehicles that are in violation of the Lemon Grove Municipal Code at the following City parks: Berry Street Park, Lemon Grove (LG) Park, and Treganza Heritage Park.

B. The CONTRACTOR shall provide automatic towing services with either a flatbed truck or swing truck and respond to calls within 15 minutes, every day of the year, 24 hours a day and may include working under adverse conditions.

C. The CONTRACTOR shall perform lock out services on vehicles that need to be opened prior to towing to allow the vehicle to be properly inventoried.

D. The CONTRACTOR shall remove inoperable or junk vehicles and remove vehicles from tight spots or vehicles that are possibly wedged between other vehicles, without causing damage.

E. The CONTRACTOR shall remove any debris left in street from vehicle(s) being towed, including auto body parts, trash, debris or any fluids leaked, such as oil, radiator and transmission fluids.

F. The CONTRACTOR shall store impounded vehicles on CONTRACTOR'S property and allow registered owner(s) to remove personal items from vehicle until the vehicle is released to the owner.

G. The CONTRACTOR shall maintain a current list of drivers, and if requested by the City, shall furnish a copy of the list to and any other personnel information that may be requested under the deadline that is provided.

H. The CONTRACTOR shall provide the CITY access to City or police equipment tows at NO Charge.

I. The CONTRACTOR shall provide data on a monthly basis to demonstrate that the towing services are effective in reducing the number of vehicles that are in violation of the Lemon Grove Municipal Code at the park locations listed above.

J. The owner of the vehicle that is towed will provide compensation to the CONTRACTOR for the costs associated with the performance of the services that are outlined below.



## TAB 1: PROPOSAL SUMMARY

Christian Olivas, Management Analyst  
City of Lemon Grove  
3232 Main Street  
Lemon Grove, CA 91945

Mar 29, 2021

### Re: RFP- (Vehicle Towing Service)

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To the City of Lemon Grove,

We, the Quality Towing and Recovery or QUALITY, a local minority owned and operated company that provides towing and impound services to all of San Diego County and has been in business for 15 years would like to offer our service.

We are interested to become the licensed "Vehicle Tow Service" provider for the City of Lemon Grove areas where we have full towing and recovery presence over the years and became our business HUB for towing services.

We employ 72 personnel. Our portfolio of customers ranges from local service shops to regional organizations and municipalities, to nationwide companies. QUALITY is very much qualified to become the licensed Vehicle Tow Service Provider for the City areas because we have proven our service for yearson the following:

#### Rapid Response

Quality's response times are rapid, averaging 10-15 minutes per call. QUALITY'S rapid response reduces the time City agent waits for a truck to clear the scene freeing the agent to respond to other callssooner. This is a direct benefit to the City's efficiency and citizen safety.

We respond rapidly because our fleet is large, and our yards are within close range to each other withinor near these the city areas for towing. Our Dispatch truly understands the "sense of urgency" and goesabove and beyond to ensure our customers are accurately and effectively receiving our services in a timely manner. QUALITY will meet or beat the response times required in the RFP.

#### Equipment Fully Qualified

QUALITY is fully qualified as per the RFP and the City's *Scope of Work Manual*, the authority whichlists all requirements and specifications an offeror *must have* in order to qualify with no waivers, exceptions or other cut-outs for anything less than what is listed. QUALITY Towing **meets or exceedsall requirements and specifications including every truck listed as required.**

#### Capacity for Towing

QUALITY Towing maintains a fleet of twenty-two (22) light duty tow trucks. Fifteen (15) of these trucks are utilized on any given 24-hour day, 7days per week. Our 15 light duty trucks carry an average of 365



calls per 24-hour day, or 11,300 calls per month. Currently, by placing the full fleet of Light Duty trucks into 24-hour rotation, **QUALITY will increase its capacity to tow to 16,500 calls per month or an additional 5,200 more calls every month.**

Specialized Equipment

QUALITY also possesses additional equipment and is the only company with the capacity to respond to every kind of tow, from light duty to flatbeds, to low rise flatbeds for clearing bridges and overhangs, to a heavy duty flatbed, to a 4x4, to our Class C & D "30 Ton" which is one SUPER DUTY Tow truck in the county.

Green Fleet

With QUALITY'S, the City of Lemon Grove will comply with the County of San Diego's Clean air Act and Federal Water Pollution Control Act because the entirety of QUALITY's fleet is green. We believe QUALITY is one of the companies responding with an entirely green fleet.

Maintenance

QUALITY's drivers have a mandatory requirement to submit a vehicle inspection report before and after each and every shift. Quality has a chief mechanic that checks the trucks weekly unless thereed arises before then. QUALITY believes we have one, if not *the* safest tow fleet on the road!

Capacity for Impound

QUALITY's 6 impound yards release an average of 60 vehicles per day or approximately 1,800 per month. This gives Quality Towing the capacity to absorb an additional 1,000 or more vehicles per month amongst its six yards.

Diverse, Professional and Courteous Staff

In compliance with the City's Equal Opportunity employment policies, 94% of QUALITY'S employees are minorities. QUALITY does not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, disability; or any other form of unlawful discrimination in its solicitation, selection, hiring or treatment of employees.

Exemplary Treatment of Staff

QUALITY has never had an employee bring a complaint and has certainly never had to pay to settle egregious behavior by senior management who denied their employees breaks and lunches. We pride ourselves on our treatment of our staff. A happy staff is a courteous staff.

Authorized Signature

The persons authorized to sign for and make representations for QUALITY Towing is **Rodi Mikha**, President, who can be reached at **8280 Broadway, Lemon Grove, CA 91945** with telephone number (619) 212-1508

We hope you will find our proposal comprehensive and in order for your acceptance and approval.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rodi Mikha".

**Rodi Mikha**, President, Quality Towing & Recovery



**CITY OF LEMON GROVE  
TOWING RATES**

SERVICE	
LIGHT BASIC TOW	\$200.00
MEDIUM BASIC TOW	\$220.00
HEAVY BASIC TOW	\$260.00
DOLLIES	\$55.00
MAX STORAGE PER DAY	\$55.00
STORAGE PER HOUR	\$15.00
AFTER HOURS GATE FEE AFTER 5PM, BEFORE 8AM	\$75.00
<i>*Including Holidays/Weekends</i>	
SHORT LIEN	\$70.00
LONG LIEN	\$100.00
CITY FEES	
<i>*Inside City of Lemon Grove</i>	
POLICE EQUIPMENT TOWING	NO CHARGE
CITY EQUIPMENT TOW	NO CHARGE



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.E  
**Meeting Date:** July 6, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Roberto Hidalgo, Human Resources Manager  
[rhidalgo@lemongrove.ca.gov](mailto:rhidalgo@lemongrove.ca.gov)  
**Item Title:** **New Part-Time Position Classifications for a  
Communications Specialist and Revenue Compliance Officer**

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**Recommended Action:** Adopt a resolution (**Attachment A**) establishing two (2) new part-time classifications.

**Summary:** Approval of this resolution will establish two (2) part-time classifications for a Communications Specialist and Revenue Compliance Officer. The Communications Specialist hourly salary range is \$21.25 - \$27.13. The Revenue Compliance Officer hourly salary range is \$23.43 - \$29.93. In addition, attached to the resolution is the job description details (**Exhibit 1 & 2**) and salary schedule (**Exhibit 3**) for each new classification.

**Discussion:** As part of the City Council FY21-22 Priorities and in order support and improve the City's outreach and communications efforts, staff recommends establishing the classification of Communications Specialist. This position, under general direction and supervision of the City Manager will work closely with the City Manager to communicate with and engage the Lemon Grove Community about City programs and current/future events.

During budget discussions, staff requested revising the office aide position in Finance to a revenue collection/code compliance position. This position would help with revenue collection with outstanding business licenses, dog licensing and regulatory permits, such as alarm permits. The intent of this part time position is to increase collection efforts to collect revenue owed to the City. This position needs code enforcement capabilities, to issue citations when needed and to assist the current code enforcement officer.

Both of these positions are pilot programs and will be reviewed annually to ensure the goals of better communication and outreach and increased revenue collection are being accomplished.

**Environmental Review:**

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

**Fiscal Impact:**

The City Council approved FY 21-22 budget included revenue allocations for both positions for this fiscal year.

**Public Notification:**

None.

**Staff Recommendation:** Establish two (2) new part-time classifications and amend the FY 2021-22 fiscal plan.

**Attachments:**

**Attachment A** – Resolution

**Exhibit 1** – Communications Specialist Job Description

**Exhibit 2** – Revenue Compliance Officer Job Description

**Exhibit 3** – Salary Schedule

**RESOLUTION NO. 2021-3829**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA ESTABLISHING TWO NEW PART-TIME CLASSIFICATIONS,  
COMMUNICATIONS SPECIALIST AND REVUNUE COMPLIANCE OFFICER AND  
AMENDING THE FISCAL YEAR 2021-22 FISCAL PLAN.**

**WHEREAS**, periodically, the demands of City service and changing needs require establishing new positions and salary ranges; and

**WHEREAS**, the City Council finds it in the public interest to approve two (2) new part-time position classifications for Communications Specialist and Revenue Compliance Officer; and

**WHEREAS**, the City Council amends the FY 2021-22 Salary Plan to include the two (2) new positions of Communications Specialist and Revenue Compliance Officer.

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

1. The attached Communications Specialist job description (**Exhibit 1**);
2. The attached Revenue Compliance Officer (**Exhibit 2**); and
3. The attached salary schedule (**Exhibit 3**).

Attachment A

***PASSED AND ADOPTED*** on July 6, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2021-3829, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

---

***Audrey Malone, Deputy City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***



**City of Lemon Grove**  
**COMMUNICATIONS SPECIALIST**  
**(Part-Time)**  
**Class Specification**

**DEFINITION**

Under general direction and supervision of the City Manager, supports the City's outreach and communications platforms; works closely with the City Manager and City staff to help the City communicate with and engage our residents about City programs and current (and planned) events; possesses strong writing skills; and assists in preparing marketing publications concerning City services, activities, and programs.

**ELSA STATUS**

Part-Time: (Non-Exempt – Eligible for Overtime)

**SUPERVISION RECEIVED AND EXERCISED**

Direction is provided by the City Manager and/or his/her designee.

**EXAMPLES OF DUTIES**

- Manage and expand the City's social media accounts; monitor and update information as necessary.
- Research, draft, for approval, and disseminates timely and accurate City related information to the public through various outlets including, but not limited to, social media, email notifications, newsletters, articles, reports, etc.
- Evaluate and measure mobile and social media accounts, pages, and groups on all applicable platforms.
- Create visual and written content and support development of print and online materials for the City.
- Write, edit, verify and review materials for completeness, accuracy, and conformity to standards; ensure Citywide communications consistently reflect common themes, messages, and styles.
- Create flyers, brochures, and other materials using a variety of desktop applications.
- Research and recommend new and alternative ways to maximize public outreach to enhance community outreach and engagement and increase public awareness of City happenings.
- Recommend procedural and process changes to ensure efficient operations; maintain a variety of files and records.
- Represent the City at assigned meetings, functions, or events as assigned while fostering positive working relationships with partner agencies, community groups, non-profit organizations and the community.
- Conduct special projects and studies; provide other project and communications support to the City Manager's Office.
- Interact with co-workers at all levels in the organization using principles of good customer service.
- Perform related duties as assigned.

## **MINIMUM QUALIFICATIONS**

### Knowledge of:

Techniques and methods used in the development and evaluation of communications; principles and practices of research, journalism, and graphic design; latest technologies and mechanisms for social media and interactive outreach; principles of business letter writing and report preparation; pertinent Federal, state, and local laws, codes and regulations; computer applications related to desktop publishing; word processing, and graphic presentations; proper English and journalistic styles appropriate for print.

### Ability to:

Possess strong writing skills; research and prepare public information materials for presentation and dissemination through a variety of communications media; prepare and present a variety of communications materials; exercise judgment in release of information; work on concurrent assignments under time constraints; work independently without direct supervision and communicate clearly and concisely, both orally and in writing.

## **EXPERIENCE AND EDUCATIONS**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

### Experience:

A minimum of one (1) year of responsible level experience involving the development and coordination of public affairs, public information, community outreach, social media, and marketing.

### Education:

Bachelor's degree from an accredited college/university with major course work in communications, public relations, marketing, journalism or closely related field.

### License or Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

## **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

### Environment:

Work is performed primarily in a standard office and field environment with extensive public contact and frequent interruptions; may be required to travel outside City boundaries to attend meetings/City events.

### Physical:

Primary functions require sufficient physical ability and mobility to work in an office and field environment; conduct field inspections and document findings accordingly; handle potentially adversarial or hostile situations; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; lift, carry, pull, and/or push light to moderate objects (up to 25 lbs.); to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

## **GUIDELINES**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The list may not include all required duties. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The class specification does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Lemon Grove City Council: July 6, 202



City of Lemon Grove

**REVENUE COMPLIANCE OFFICER**  
**Part-Time**  
**Class Specification**

**DEFINITION**

Under general direction and supervision of the Administrative Services Director, performs general office support, receptionist and basic cashiering duties for City Hall; monitors and enforces a variety of codes and ordinances in support of the Finance Department, including enforcing business licenses, dog licenses, and regulatory permits.

**FLSA STATUS**

Part-Time: (Non-Exempt – Eligible for Overtime)

**SUPERVISION RECEIVED AND EXERCISED**

Direction is provided by the Administrative Services Director and/or his/her designee.

**EXAMPLES OF DUTIES**

Office Responsibilities:

- Respond to public inquiries in a professional and efficient manner by phone and in person.
- Provide requesting information from staff and the general public.
- Maintain front counter and office area.
- Receive, sort, and distribute mail and deliveries.
- Perform general clerical duties including typing, mailing, scanning, filing, copying, and maintaining records.
- Build and maintain positive working relationships with co-workers, other City employees and the public using principles of good customer service.
- Perform related duties as assigned.

Business License Enforcement Responsibilities:

- Perform on-site inspections of commercial establishments and construction sites within the City; verify the existence of a valid and appropriate business licenses and permits.
- Perform field inspections and administrative reviews of transient businesses such as solicitors, contractors, landscapers, to ensure proper business licensing.

- Locate unlicensed businesses and determine business license status using various methods and techniques including field inspections and review of phone directories, sales tax records, sewer and property tax records, customer complaints and tips, advertisements, the internet, and other written and computerized resource documents.
- Issue administrative citations for businesses that fail to procure the necessary licenses and regulatory permits for their operation after appropriate warnings have been sent and documented.

**Additional Revenue Enforcement Responsibilities:**

- Responsible for performing field, written, and phone collections work to collect revenues due to the City for delinquent accounts and/or taxes, license fees, regulatory permits, and other miscellaneous revenue.
- Understand and interpret City ordinances, policies, procedures, and documents relevant to the assigned work.
- Issue administrative citations to individuals and businesses that fail to comply with the Lemon Grove Municipal Code after appropriate warnings have been sent and documented.
- Assist the Code Enforcement Officer with related duties as needed.

**MINIMUM QUALIFICATIONS**

Knowledge of:

Modern principles, practices, and philosophies of cashiering, compliance and inspection work; principles and practices of effective customer service; general accounting principles; modern office procedures, methods and equipment, including computer equipment and Microsoft Office programs, including Word, Excel, and Outlook.

Ability to:

Perform clerical related functions; organize and prepare financial and statistical reports; understand and carry out written and oral instructions; work independently without direct supervision; effectively meet and deal with the general public; use independent and sound judgment to resolve problems; observe safety principles and work in a safe manner; and communicate clearly and concisely, both orally and in writing.

**EXPERIENCE AND EDUCATIONS**

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Experience:

Two (2) years of increasingly responsible experience in a customer service environment preferably in a governmental or municipal setting.

Education:

High school graduation or equivalent, supplemented by college level courses in general office practices, inspection, and/or general accounting.

License or Certificate:

Possession of, or ability to obtain, a valid Class C California driver's license.

## **PHYSICAL DEMANDS AND WORKING ENVIRONMENT**

### Environment:

Work is performed primarily in a standard office and field environment with extensive public contact and frequent interruptions; may be required to travel outside City boundaries to attend meetings.

### Physical:

Primary functions require sufficient physical ability and mobility to work in an office and field environment; conduct field inspections and document findings accordingly; handle potentially adversarial or hostile situations; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; lift, carry, pull, and/or push light to moderate objects (up to 25 lbs.); to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other locations using various modes of private and commercial transportation; and to verbally communicate to exchange information.

## **GUIDELINES**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The list may not include all required duties. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The class specification does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Lemon Grove City Council: July 6, 2021

**2021 SALARY PLAN**

**Communications Specialist**

	A	B	C	D	E	F	G
Hourly	21.25	22.31	23.43	24.59	25.83	26.47	27.13

**Revenue Compliance Officer**

	A	B	C	D	E	F	G
Hourly	23.43	24.59	25.83	27.12	28.48	29.19	29.93



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.**                    **1.F**

**Meeting Date:**        July 6, 2021

**Submitted to:**        Honorable Mayor and Members of the City Council

**Department:**        City Manager's Office

**Staff Contact:**        Christian Olivas, Management Analyst  
[colivas@lemongrove.ca.gov](mailto:colivas@lemongrove.ca.gov)

**Item Title:**            **Authorization to Submit a Grant Application to the Department of Justice for the Justice Assistance Grant**

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**Recommended Action:** Adopt a resolution authorizing the submittal of a grant application to the Department of Justice (DOJ) for the Edward Byrne Justice Assistance Grant (JAG) for Fiscal Year (FY) 2021, and direct the City Manager or her designee to execute any grant related documents.

**Summary:** The City of Lemon Grove is submitting a grant application to the DOJ for the JAG Program to request funding for FY 2021 to continue the success of the City's Bicycle Patrol Program (BPP) with the San Diego County Sheriff's Department, Lemon Grove Sub-station. The program was implemented in 2016 and has continued to be funded through subsequent DOJ grant awards. The grant funds would pay for the costs associated with bicycle patrol training, overtime wages to conduct bicycle patrols, and bicycle maintenance.

**Background:** The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. These funds can be used to support a wide range of program areas within law enforcement. The City was initially awarded JAG funds in September of 2016 to implement a bicycle patrol program with the intent to augment sheriff patrols in parks, at special events, and the downtown core area. Each year thereafter, staff recommended and the City Council concurred to continue the use of JAG funds for the bicycle patrol program.

**Discussion:** Staff is proposing to submit a grant application to the Department of Justice JAG Program for FY 2021 for a total of \$12,349 in funding to support the bicycle patrol program. This amount is determined by the DOJ using a formula-based allocation. The JAG Program requires that the governing body, in this instance, the City Council, approve the proposed grant application.

### *Bicycle Patrol Program Project Goals*

Through coordination with the San Diego County Sheriff's Department, Lemon Grove Sub-station, several key goals are identified for the Bicycle Patrol Program, as listed below:

- 1) Provide an increased law enforcement presence along Lemon Grove's Downtown and Village Core areas that would allow for interaction with the public and a timely response to the community's needs;
- 2) Improve and increase the community policing presence within Lemon Grove.
- 3) Address narcotics, gangs and transients in violation of the Lemon Grove Municipal Code;
- 4) Patrol all City parks; and
- 5) Promote conduct that is responsive and sensitive to the needs of Lemon Grove.

### *Strategies*

The above mentioned project goals will be achieved through the implementation of the strategies provided below:

- 1) Sheriff Deputies on bicycles are more approachable than in an enclosed patrol vehicle moving with the flow of traffic. This community policing approach will improve responses as bicycles are able to navigate to areas better than a traditional patrol vehicle;
- 2) Bicycle patrols improve the quality of service to the City, with an emphasis on Lemon Grove's Downtown and Village Core areas. Increased contact with the community will nurture a law enforcement-resident-City partnership; and
- 3) Conduct proactive, directed patrols of all City parks, the Trolley Station, and the downtown core area.

### *Allocation of Grant Funds*

Staff is proposing to continue allocating grant funds towards the bicycle patrol program that would pay for the costs associated with bicycle patrol training, overtime wages to conduct bicycle patrols, and bicycle maintenance. In addition, this grant will further the City Council's strategic priorities, to improve public safety.

### **Environmental Review:**

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

**Fiscal Impact:** This grant does not need matching funds, therefore there is no fiscal impact on the current budget.

**Public Notification:** None.

**Staff Recommendation:** Staff recommends that the City Council adopt a resolution authorizing the submittal of a grant application to the Department of Justice (DOJ) for the Edward Byrne Justice Assistance Grant (JAG) for Fiscal Year (FY) 2021, and direct the City Manager or her designee to execute any grant related documents.

**Attachments:**

**Attachment A – Resolution**

**RESOLUTION NO. 2021-3830**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A GRANT  
APPLICATION TO THE DEPARTMENT OF JUSTICE FOR THE EDWARD  
BYRNE JUSTICE ASSISTANCE GRANT**

**WHEREAS**, the Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. These funds can be used to support a wide range of program areas within law enforcement; and

**WHEREAS**, the City of Lemon Grove supports the San Diego County Sheriff's Department in their mission to provide the highest quality public safety services to the Lemon Grove community; and

**WHEREAS**, the City was initially awarded JAG funds in September of 2016 to implement a bicycle patrol program with the intent to augment sheriff patrols in parks, at special events, and the downtown core area. Each year thereafter, staff recommended and the City Council concurred to continue using JAG funds for the bicycle patrol program; and

**WHEREAS**, staff is proposing to submit a grant application to the Department of Justice JAG Program for FY 2021 for a total of \$12,349 in funding to support the bicycle patrol program; and

**WHEREAS**, the City of Lemon Grove recognizes the value in community-oriented policing strategies that are implemented through the bicycle patrol program in partnership with the San Diego County Sheriff's Department, Lemon Grove Sub-station to achieve the aforementioned goals as set forth in the grant application; and

**WHEREAS**, the City of Lemon Grove will comply with grant requirements outlined in the grant guidelines; and

**WHEREAS**, funding in the amount of \$12,349 will be requested and if awarded, will help implement the public safety priority of the City Council.

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

1. Authorizes the application submittal of the Department of Justice Edward Byrne Memorial Justice Assistance Grant FY 2021 to fund bicycle patrol training, overtime wages for patrols, and bicycle maintenance; and
2. Directs the City Manager or her designee to execute any grant related documents.

***PASSED AND ADOPTED*** on July 6, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2021- 3830, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, Deputy City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 2  
**Meeting Date:** July 6, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** Community Development Department  
**Staff Contact:** Kristen Steinke, City Attorney  
**Item Title:** **Ordinance No. 458 updating the Lemon Grove Municipal Code for Recreational Cannabis Sales and Associated Uses**

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**Recommended Action:** Conduct second reading, by title only, and adopt Ordinance No. 458 (**Attachment A**) entitled, “An Ordinance of the City Council of the City of Lemon Grove, California, Amending the Lemon Grove Municipal Code to Allow Recreational Cannabis Sales and Associated Uses”.

**Summary:** The introduction and first reading of the above-entitled Ordinance was approved at a Regular City Council Meeting on June 15, 2021. All Councilmembers were present. There were two public speakers and written comments provided.

The Ordinance is now presented for second reading and adoption by title only.

Vote at first reading: **AYES: Jones, Mendoza, LeBaron, Gastil, Vasquez**  
**ABSTAINED:** None  
**ABSENT:** None  
**DISQUALIFIED:** None

### Environmental Review:

- Not subject to review  Negative Declaration  
 Categorically Exempt  Mitigated Negative Declaration

The proposed Municipal Code update will result in minor changes in land use limitations regarding the permit process to sell different types of cannabis and allow cannabis cultivation, manufacturing, research, and development as allowed by Class 5 (Minor Alterations in Land Use Limitations) of Section 15305 of the California Environmental Quality Act. The conduct of cultivation, manufacturing, research, and development is substantially similar to other light industrial and manufacturing uses and any project specific impacts will be addressed through the associated discretionary permit process.

**Fiscal Impact:** The fiscal impact for processing recreational cannabis applications is expected to be cost neutral. The discretionary permit process would require a deposit and recovery of staff costs.

**Public Notification:** Published legal notice of the public hearing in the newspaper of record on June 25, 2021.

**Recommended Action:** Conduct second reading, by title only, and adopt Ordinance No. 458 (**Attachment A**) entitled, “An Ordinance of the City Council of the City of Lemon Grove, California, Amending the Lemon Grove Municipal Code to Allow Recreational Cannabis Sales and Associated Uses”.

**Attachment:**

**Attachment A** – Ordinance 458

**ORDINANCE NO. 458**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, AMENDING THE LEMON GROVE MUNICIPAL CODE TO  
ALLOW RECREATIONAL CANNABIS SALES AND ASSOCIATED USES**

***WHEREAS**, the City of Lemon Grove adopted ordinances for the purpose of regulating medical marijuana/cannabis sales; and*

***WHEREAS**, the City Council discussed updating existing medical marijuana/cannabis ordinances to allow for recreational marijuana/cannabis sales and associated uses; and*

***WHEREAS**, the Planning Commission conducted a public hearing to consider Municipal Code amendments for recreational marijuana/cannabis sales and associated uses on May 24, 2021 and recommended City Council approval of updates to Chapter 17.32 of the Lemon Grove Municipal Code to allow recreational cannabis sales and associated uses; and*

***WHEREAS**, the deletion of Chapter 8.64 of the Lemon Grove Municipal Code is necessary in order to be consistent with the changes to Chapter 17.32 of the Lemon Grove Municipal Code; and*

***WHEREAS**, the proposed amendments to the Municipal Code are consistent with the General Plan because they will foster revitalization of the light industrial district along Federal Blvd. in accordance with Policy 1.5 of the General Plan Community Development Element; and*

***WHEREAS**, the proposed amendments to the Municipal Code are consistent with the General Plan because they will expand commercial and light industrial opportunities for cannabis in accordance with Objective 4 of the General Plan Community Development Element; and*

***WHEREAS**, the proposed amendments to the Municipal Code will create a discretionary permit process for cannabis related businesses that will ensure compatibility with surrounding properties and uses; and*

***WHEREAS**, on June 15, 2021, the City Council held a public hearing on the proposed amendments to the Municipal Code.*

***NOW, THEREFORE**, the City Council of the City of Lemon Grove, California, does ordain as follows:*

***SECTION ONE.** The foregoing recitals are true and correct; and*

***SECTION TWO:** The existing Lemon Grove Municipal Code Chapter 17.32, entitled "Medical Marijuana Regulations" is hereby amended to read as shown in bold, underlined and italicized additions and strikeouts in the attached Exhibit A; and*

***SECTION THREE:** Finds that if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Council of the City of Lemon Grove hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, respective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional. If any provision of this Ordinance or application thereof to any person or circumstances is held invalid. Such invalidity shall not affect other provisions or applications and, to this end, the provisions of the Ordinance are declared to be severable; and*

***SECTION FOUR:** Finds that nothing in this ordinance or in the Codes hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby rescinded as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance; and*

***SECTION FIVE:** This Ordinance shall be effective thirty (30) days following its adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by state law.*

***INTRODUCED** by the City Council on June 15, 2021.*

***PASSED AND ADOPTED*** by the City Council of the City of Lemon Grove, State of California, on July 6, 2021 by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

---

***Racquel Vasquez, Mayor***

***Attest:***

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***Lydia Romero, City Manager***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***

**NOTE:** Text proposed to be added is displayed in underlined type and text to be removed in shown in ~~strike through~~.

## **Chapter 17.32 ~~MEDICAL MARIJUANA~~ CANNABIS REGULATIONS**

### **17.32.010 Purpose.**

This chapter establishes the regulations for ~~the use of~~ medical marijuana cannabis, to the extent allowed by state law, in a way that will minimize the impacts on the community and help pay for costs associated with the usage of a controlled substance. This chapter does not authorize or permit any conduct not allowed by state law.

### **17.32.020 Applicability.**

- A. The intent of this chapter is to regulate the cultivation, processing and dispensing of ~~medical marijuana~~ cannabis in a manner that protects the health, safety and welfare of the community.
- B. This ~~section~~ chapter is not intended to interfere with a *qualified patient* or *primary caregiver's* right to *medical marijuana*, as provided for in California Health and Safety Code Section 11362, nor criminalize the same. *Medical marijuana* for personal use shall be in conformance with the standards set forth in this title.

### **17.32.030 Release of liability and hold harmless.**

The owner and permittee of a ~~medical marijuana cannabis dispensary business~~ or cultivation, facility shall release the city of Lemon Grove, and its agents, officers, elected officials, and employees from any injuries, damages, or liabilities of any kind that result from any arrest or prosecution of ~~cooperative or collective or cultivation cannabis business~~ owners, operators, employees, *primary caregiver* or *qualified patients* for violation of state or federal laws in a form satisfactory to the ~~director~~ manager of development services the Community Development Department. In addition, the ~~business-owner and permittee of a cannabis business~~ each medical marijuana cooperative, collective or cultivation facility shall indemnify and hold harmless the city of Lemon Grove and its agents, officers, elected officials, and employees for any claims, damages, or injuries brought by adjacent or nearby property owners or other third parties due to the operations at the ~~cooperative, collective cannabis business~~, and for any claims brought by any of their customers or qualified patients for problems, injuries, damages, or liabilities of any kind that may arise from the ~~distribution, cultivation and/or on- or off-site use of~~ medical marijuana cannabis business provided at the ~~cooperative, collective~~ in a form satisfactory to the ~~director~~ manager of development services the Community Development Department.

### **17.32.040 Application.**

Medical marijuana dispensary Cannabis businesses which dispense, deliver, process, manufacture, distribute, and cultivate ~~medicinal~~ medical marijuana cannabis shall be required to obtain a conditional use permit consistent with Section 17.28.050 prior to operation. The fact that an applicant possesses other types of state or city permits or licenses does not exempt the applicant from the requirement of obtaining a conditional use permit to operate a medical marijuana cannabis business.

### **17.32.050 Definitions.**

The following words and phrases are italicized throughout this title and shall have the meanings found in this section.

“Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include Industrial hemp, as defined in Section 11018.5 of the California Health & Safety Code, unless otherwise specified; or the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or other product.

“Cannabis accessories” means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body.

“Cannabis business” means any business activity involving cannabis or industrial hemp, including, but not limited to, cultivating, transporting, distributing, manufacturing, compounding, converting, processing, preparing, storing, packaging, delivering, testing, dispensing, retailing and wholesaling of cannabis, cannabis products, industrial hemp, industrial hemp products or of ancillary products and accessories, whether or not carried on for gain or profit.

“Cannabis product(s)” means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, including but not limited to, concentrated cannabis, or an edible or tropical product containing cannabis or concentrated cannabis and/or other ingredients. “Cannabis product(s)” also means cannabis products as defined by Section 11018.1 of the California Health and Safety Code and is not limited to medicinal cannabis products.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

“Delivery” means the commercial transfer of cannabis or cannabis products to a customer by a dispensary or its authorized agents. “Delivery” includes the use by a dispensary of any technology platform owned and controlled by the retailer, or independently licensed under California law, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of cannabis or cannabis products.

“Director” means a corporate officer, corporate board member, or employee with supervisory responsibilities of an authorized *dispensary* business that dispenses *medical cannabis*.

“Dispensary” means a facility where cannabis, cannabis accessories, or cannabis products are offered, either individually or in any combination, for retail sale.

“Distribution” means the procurement, sale, and transport of cannabis and cannabis products between licensed entities for commercial use purposes.

“Licensed physician” means a person educated, clinically experienced, and licensed by the Medical Board of California, or the Osteopathic Medical Board of California to practice medicine.

“Manufacturer” means the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

“Medical marijuana” or “medical marijuana product” means cannabis or ~~marijuana~~ cannabis product, used for the treatment of pain and suffering caused by diseases and ailments. intended to be used, sold or sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, for a medical marijuana patient in California who possesses a physician’s recommendation, or a medical marijuana identification card issued pursuant to Health and Safety Code Section 11362.71. Medical marijuana does not include recreational use.

“Medical marijuana dispensary (dispensary)” means a facility where medical cannabis, medical cannabis products, or devices for the use of medical cannabis or medical cannabis products are offered, either individually or in any combination, for retail sale, as defined by Section 19300.5 of the California Business and Professions Code.

“Medical marijuana identification card (MMIC)” A document provided by the San Diego County *medical marijuana identification card* (MMIC) program pursuant to the State Department of Health Services that identifies a *qualified patient* authorized to engage in the medical use of marijuana and the person’s designated *primary caregiver*, if any as per California Health and Safety Code Section 11362.7, and as may be amended.

“Microbusiness” means a cannabis business licensed by the State of California to act as three or more of the following at the same licensed premises: a distributor, dispensary, manufacturer, or cultivator .

“Non-Storefront Retailer” means a licensed retailer that conducts retail sales exclusively by delivery.

“Operations manual” a manual that each *dispensary* shall develop, implement and maintain on the *premises* which contains requirements outlined in Section 17.32.090(C)(6).

“Person with an identification card” means an individual who is a *qualified patient* who has applied for and received a valid *identification card* pursuant to this chapter and the California Health and Safety Code Section 11362.7, and as may be amended.

“Premises” means a lot, parcel, tract or plot of land, together with the buildings, structures and appurtenances thereon.

“Primary caregiver” means the individual or individuals designated by a *qualified patient* who has consistently assumed responsibility for the housing, health or safety of that *qualified patient*. As used herein, a *primary caregiver* may only grow, administer, transport, or engage in the activities regulated hereunder on behalf of the *qualified patient* for whom they have consistently assumed responsibility for the housing, health or safety of that *qualified patient*. A *primary caregiver* may engage in other activities as specifically enumerated herein.

“Protected uses” are for purposes of computing distance separations from any public or private preschools and schools, licensed daycare facilities, any park or playground, alcohol and substance abuse treatment centers.

“Qualified patient” means a person who has obtained a written recommendation or approval from a *licensed physician* to use cannabis for personal medical purposes.

“Regulated uses” are for purposes of computing distance separations for ~~medical marijuana~~ *cannabis cooperative or collective businesses* (with or without accessory cultivation uses) but excluding individual residential cultivation sites operated by *qualified patients* or *primary caregivers* and located solely in single-family residential zones.

“Research” means the conduct of investigational activities that require cannabis and/or cannabis accessories in order to investigate opportunities for new cannabis products and/or develop new cannabis products.

### **17.32.060 General provisions.**

The following information must be submitted with an application to request *medical marijuana* use in conformance to this section and the city of Lemon Grove. All documents which relate to the general provisions and the requirements listed in the submittal requirements must be included in the *operations manual*.

- A. Physician/Patient Confidentiality. All processes and reviews conducted pursuant to this chapter shall preserve to the maximum extent possible all legal protection and privileges. Disclosure of any member information shall not be deemed a waiver of confidentiality of those records under any provision of state law.
- B. *Medical Marijuana* Cultivation Permitted by Compassionate Use Act. All cultivation of marijuana for medical purposes shall not be declared unlawful by the city of Lemon Grove when said cultivation is conducted solely for the personal medical purposes of *qualified patients*, ~~in accordance with the Compassionate Use Act of 1996. Such cultivation may include the cultivation and possession of both male and female plants in all stages of growth, clones, seedlings and seeds and related cultivation equipment and supplies. *Qualified patients* and/or their *primary caregivers* may cultivate individually and/or collectively~~ as permitted by the state of California and as outlined in the following sections.

### **17.32.080 Findings.**

In addition to the findings required for the granting of a conditional use permit by Section 17.28.050 of this title or minor use permit by Section 17.28.052 of this title, the decision making authority shall consider the following:

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

### **17.32.090 Medical marijuana Cannabis dispensary regulations.**

- A. Zones. *Dispensaries* may be established by conditional use permit in the heavy commercial (HC), limited commercial (LC), general commercial (GC) and light industrial (LI) zones and subject to the distance requirements. *Dispensaries* are prohibited in

mixed-use zones (Downtown Village Specific Plan and Central Commercial) and all residential zones (RLM, RL, RM, RMH).

B. Distance Requirements. An application may be submitted provided the proposed facility meets the required distance measurements. For purposes of measurements, all *dispensaries* are considered *regulated uses* and public parks as defined at Section 12.20.030 of Lemon Grove Municipal Code, playgrounds as defined at Section 18.28.020, subdivision (v), of the Lemon Grove Municipal Code, licensed day care facilities as defined at Section 17.08.030 of Lemon Grove Municipal Code, schools as defined at California Health and Safety Code Section 11362.768, subdivision (h), and alcohol and substance abuse treatment centers are considered *protected uses*. Measurement is made between the closest property lines of the *premises* in which the *regulated uses* and *protected uses* are located. A regulated use must not be:

1. Within one thousand feet of any other regulated use which is located either inside or outside the jurisdiction of the city,
2. Within one thousand feet from any protected use which is located either inside or outside the jurisdiction of the city.

The measurement of distance between uses will take into account natural topographical barriers and constructed barriers such as freeways or flood control channels that would impede direct physical access between the uses. In such cases, the separation distance shall be measured as the most direct route around the barrier in a manner that establishes direct access.

C. Standards.

1. Background Check Required for *Directors* and Employees. The *director* and employees of a *dispensary* must obtain a ~~LiveScan~~ background check through the California Department of Justice or the San Diego County sheriff's department prior to employment. *Directors* convicted of a serious felony, as defined in California Penal Code Section 1192.7, subdivision (c), and Health and Safety Code Section 11359 (Possession for sale) within the previous ten years shall not be eligible for a license. Other potential-~~collective~~ employees and volunteers convicted of the crimes identified in this section in the previous five years are ineligible for employment or participation. If during employment with the *dispensary*, a *director* or employee is convicted of a crime identified in this section shall be immediately dismissed from employment or required to resign as a corporate board member or officer. For purposes of this section, a conviction in another state that would have been a conviction equivalent under California law to those convictions specified in this section will disqualify the person from employment or volunteering at the *dispensary*.
2. Security Personnel Required. *Dispensaries* shall have at least one uniformed security guard on duty during operating hours that possess a valid Department of Consumer Affairs "Security Guard Card."
3. Community Relations Liaison Required. *Dispensaries* shall designate a community relations liaison (liaison) who shall be at least ~~eighteen~~ twenty-one years of age. The liaison may also be the *director* of the *dispensary*. To address community complaints or operational problems with the *dispensaries*, the

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

- a. Lemon Grove city manager;
  - b. San Diego County sheriff's department personnel supervising law enforcement activity in Lemon Grove;
  - c. All neighbors within one hundred feet of the *dispensary*.
4. Inspection of *Premises*. City code enforcement officers, San Diego sheriff's department staff, and any other employee of the city requesting admission for the purpose of determining compliance with the standards set forth in this section shall be given access to the *premises*. City and sheriff staff shall not retain information pertaining to individual patient records viewed during an inspection, and information related to individual patients shall not be made public. Inspectors will give reasonable notice of a scheduled inspection. Unannounced inspections of a *dispensary* may occur if city or sheriff's department staff have probable cause that the ~~collective~~ dispensary is violating the law.
5. Inspection Requirements. In order to facilitate verification that a *dispensary* operates pursuant to state and local laws, the following records must be maintained at the *premises* at all times and available for inspection by city code enforcement officers, San Diego sheriff's department staff, and any other employee of the city:
- a. Client Records. The *dispensary* shall keep a record of its medical marijuana clients. The record shall include the following and shall be maintained for a two-year period:
    - i. *Qualified patient* member's name, name of *primary caregiver* when appropriate, and name of *licensed physician* recommending use of *medical marijuana* for the member.
  - b. *Medical marijuana* Records. *Dispensary* shall keep a record of its *medical marijuana* transactions. The following records shall be maintained for a two-year period and labeling shall occur as specified:
    - i. A record identifying the source or sources of all *medical marijuana* currently on the *premises* or that has been on the *premises* during the two-year period preceding the current date. The record shall include the name of the cultivator or manufacturer and the address of the cultivation or manufacturing location.
    - ii. All *medical marijuana* at the *premises* must at all times be physically labeled with information that will allow for identification of the source of the *medical marijuana*.
    - iii. All *medical marijuana* at the *premises* shall be physically labeled with the monetary amount to be charged.
  - c. Financial Records. *Dispensary* shall maintain records of all transactions involving money and/or ~~medieal~~ *medical marijuana* occurring at the *premises*.

Records shall be maintained for a two-year period preceding the current date.

- d. Employee Records. *Dispensary* shall maintain a record of each employee/volunteer and *director*. The record shall include name and background check verification. Records shall be maintained for a two-year period following the end of an employee's employment or *director's* relationship with the *dispensary*.
6. *Operations manual*. The application for a conditional use permit shall include a detailed *operations manual* including, but not necessarily limited to, the following information:
    - a. Authorization for the city, its agents and employees, to seek verification of the information contained within the application;
    - b. A description of the staff screening process including appropriate background checks;
    - c. The hours and days of the week the *dispensary* will be open;
    - d. Text and graphic materials showing the site, floor plan and facilities of the *dispensary*. The material shall also show adjacent structures and land use;
    - e. A description of the security measures located on the *premises*, including, but not limited to, lighting, alarms, and automatic law enforcement notification;
    - f. A description of the screening, registration and validation process for *qualified patients*;
    - g. A description of *qualified patient* records acquisition and retention procedures;
    - h. The process for tracking *medical marijuana* quantities and inventory controls employed, including the source of *medical marijuana* (on-site cultivation, processing, or plant material, or processed products, received from outside sources);
    - i. Procedures to ensure accurate record keeping, including protocols to ensure that quantities purchased do not suggest re-distribution;
    - j. Other information required by the development services director.
  7. Operating Standards. *Dispensaries* shall comply with all of the following operating standards. In addition to these standards, the *dispensaries* shall comply at all times with conditions outlined in the approved conditional use permit and the operational manual.
    - a. Dispensing *medical marijuana cannabis* to an individual *qualified patient or primary caregiver* more than once a day is prohibited;
    - b. *Dispensaries* shall only dispense *medical marijuana* to an individual *qualified patient or primary caregiver* who has a valid, verified *licensed*

*physician's* recommendation, and if appropriate, a valid *primary caregiver* designation. The *dispensary* shall verify that the *licensed physician's* recommendation is current and valid;

- c. On-site evaluation by a *licensed physician* for the purposes of obtaining a qualified status is prohibited;
- d. *Dispensaries* shall display the client rules and/or regulations in a conspicuous place that is readily seen by all persons entering the *dispensary*. The client rules and/or regulations shall include, but are not limited to:
  - i. Each building entrance to a *dispensary* shall be clearly and legibly posted with a notice indicating that smoking, ingesting or consuming ~~*medical marijuana*~~ *cannabis* on the *premises* or in the vicinity of the *dispensary* is prohibited unless specifically authorized within the governing conditional use permit.
  - ii. The building entrance to a *dispensary* shall be clearly and legibly posted with a notice indicating ~~that persons under the age of eighteen are precluded from~~ criteria for entering the *premises*.
  - iii. The hours of operation for an authorized *dispensary* shall be limited to between ~~eight six~~ eight ten a.m. to ~~eight ten~~ eight ten p.m. or as specified within the conditional use permit.
  - iv. *Dispensaries* shall not permit the use or consumption of ~~*medical marijuana*~~ *cannabis* on-site unless specifically authorized under the conditional use permit.
  - v. *Dispensaries* shall not permit the on-site display of unprocessed ~~*marijuana cannabis*~~ *cannabis* plants or representations of ~~*marijuana cannabis*~~ *cannabis* plants in any areas visible to the public;
  - vi. All signage for *dispensaries* shall require a sign permit from the city prior to installation. Signage shall not include any terminology (including slang) or symbols for ~~*marijuana cannabis*~~ *cannabis*.
  - vii. *Dispensaries* shall only permit the distribution of ~~*medical marijuana cannabis*~~ *cannabis* plant material and ~~*medical marijuana cannabis*~~ *cannabis* manufactured products from licensed sources as allowed by the approved conditional use permit. ~~Such distribution shall be limited to qualified patients or primary caregiver;~~
- e. *Dispensaries* shall maintain on the *premises* an on-site training curriculum capable of meeting employee, agents and volunteer training needs. The minimum training curriculum shall include professional conduct, ethics, and state and federal laws regarding patient confidentiality; specific procedural instructions for responding to an emergency, including robbery or violent incident.

- f. *Dispensaries* shall maintain all necessary permits, and pay all appropriate taxes. *Dispensaries* shall also provide invoices to cultivators and manufacturers to ensure tax liability responsibility;
  - g. *Dispensaries* shall implement procedures as outlined in their approved *operations manual*;
  - h. *Dispensaries* shall submit an “annual performance review report” for review and approval by the ~~development services director~~ Community Development Department. The “annual performance review report” is intended to identify effectiveness of the approved conditional use permit, *operations manual*, and conditions of approval, as well as any proposed modification to procedures as deemed necessary. The ~~development services director~~ Manager of the Community Development Department may review and approve amendments to the approved “*operations manual*”; and the frequency of the “annual performance review report.” ~~Medical marijuana~~ Cannabis cultivation and dispensing monitoring review fees pursuant to the current Master Fee Schedule shall accompany the “annual performance review report” for costs associated with the review and approval of the report.
  - i. *Dispensaries* shall maintain twenty-four-hour recorded video surveillance of the *premises*. Recordings shall be retained for ~~thirty~~ ninety days for inspection by city staff. City staff must provide valid cause for viewing video surveillance. City staff must ensure that patient privacy is safeguarded. Video surveillance will not be shared with law enforcement except when formally requested as part of a law enforcement investigation directly involving the *dispensary*.
  - j. Sales of alcoholic beverages are prohibited.
  - k. Sales of tobacco and tobacco products are prohibited.
  - l. Sales of drug paraphernalia are prohibited.
  - m. The location of the *dispensary* shall include the installation of a centrally monitored alarm system.
  - n. Lighting shall be installed to adequately light the exterior and interior of the *dispensary premises* while in conformance with Section 17.28.080.
8. Source of ~~Medical marijuana~~ cannabis. A *dispensary* shall only dispense ~~marijuana~~ cannabis from the following sources and this information shall be included in the *operations manual*:
- a. On-Site Cultivation, Manufacturing, and Distribution for Authorized *Dispensary*. If the conditional use permit authorizes ~~limited~~, on-site ~~medical marijuana~~ cannabis cultivation, manufacturing, or distribution at the *dispensary*, on-site cultivation, manufacturing, or distribution shall be considered an accessory use and shall not exceed twenty five percent of the ~~dispensaries’ total floor area and in no case exceed one thousand five hundred square feet. In addition to these area limitations, the accessory use shall~~ conform to the specific zone regulations, Section 17.24.060

Accessory Buildings and Uses, Section 17.32.100 of this title, and applicable Building and Fire Codes. The *operations manual* shall include information regarding the on-site cultivation including, but not limited to:

- i. Description of measures taken to minimize or offset energy use from the cultivation, ~~or processing,~~ or manufacturing of *medical marijuana cannabis* on-site; and
  - ii. Description of chemicals stored or used; and
  - iii. Description of any effluent discharged into the city's wastewater and/or stormwater system;
- b. Licensed External Source. ~~Until one year following the date when the California State Bureau of Medical Marijuana Regulation begins accepting applications for licenses, or sooner, if such a deadline is set by the Bureau,~~ ~~Dispensaries~~ shall source their *medical marijuana cannabis* from licensed distributors and microbusinesses authorized to engage in distribution cultivators and manufacturers that have obtained a local business license from the State of California or equivalent document showing that the organization is operating in zoning and regulatory compliance from another jurisdiction for the *medical marijuana cannabis* cultivation or manufacturing. ~~One year from the date that the California State Bureau of Medical Marijuana Regulation begins accepting applications for licenses, or sooner, if such a deadline is set by the Bureau,~~ all sources of *medical marijuana* or *medical marijuana* products sold in a *dispensary* must also have a state license for their *medical marijuana* activities.

### **17.32.100 Medical Personal use *marijuana cannabis* cultivating regulations.**

The cultivation of *medical marijuana cannabis* for personal use ~~by a *qualified patient*~~ shall be permitted in connection with a residence ~~owned or leased by a *qualified patient*~~ and meeting the minimum standards ~~noted below~~ required by the State of California.

~~A. *Medical marijuana* Cultivation for Personal Use. An individual *qualified patient* shall be allowed to cultivate *medical marijuana* within his or her private residence. If the private residence is leased or rented, a notarized authorization from the property owner must be filed with the city. A *primary caregiver* shall only cultivate *medical marijuana* at the residence of a *qualified patient* for whom he/she is the *primary caregiver*.~~

~~B. *Zones*. Cultivating *medical marijuana* is allowed in conforming residential low (RL) and residential medium/low (RLIM) zones where there is an existing single family development subject to the following standards and authorized by a zoning clearance.~~

~~C. *Standards*:~~

- ~~1. Cultivation shall only occur within an enclosed structure that can be secured and locked including the residence, new or remodeled addition to a residence, residential accessory building or a legally converted garage.~~
- ~~2. Garage conversions shall require a replacement in kind prior to authorizing a cultivation area.~~

- ~~3. The grow area shall be within a self-contained structure, with a one-hour firewall assembly made of green board, and shall be ventilated with odor control, and shall not create a humidity or mold problem.~~
- ~~4. The *qualified patient* shall reside in the residence where the *medical marijuana* cultivation occurs.~~
- ~~5. The interior area dedicated to the cultivation of marijuana in an existing residence or within a proposed addition to the residence shall not exceed fifty square feet.~~
- ~~6. An accessory structure containing a *medical marijuana* cultivation area shall not exceed fifty square feet and shall be consistent with the accessory structure requirements of the residential zone and Section 17.24.060.~~
- ~~7. *Medical marijuana* cultivation lighting shall not exceed one thousand two hundred watts.~~
- ~~8. Evidence of *medical marijuana* cultivation either within or outside the residence shall not be visible from outside the *premises*.~~
- ~~9. The residence shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and shall not be displaced by *medical marijuana* cultivation.~~
- ~~10. The *medical marijuana* cultivation area shall be in compliance with the current, adopted edition of the California Building Code Section 1203.4 Natural Ventilation or Section 402.3 Mechanical Ventilation (or its equivalent(s)).~~
- ~~11. The *medical marijuana* personal cultivation and processing shall comply with stormwater, wastewater, and applicable greenhouse gas reduction requirements.~~
- ~~12. Personal *medical marijuana* cultivation and processing shall not be visible from the exterior of the *premises*.~~
- ~~13. A *qualified patient* or *primary caregiver* shall participate in *medical marijuana* cultivation in only one residential location within the city of Lemon Grove.~~

~~D. Prohibitions.~~

- ~~1. The cultivation of *medical marijuana* shall not be authorized by or considered a home occupation and no home occupation permit shall be issued.~~
- ~~2. The use of gas products (CO<sub>2</sub>, butane, etc.) for *medical marijuana* cultivation or processing for personal use.~~
- ~~3. Sale or dispensing of *medical marijuana* from a residential zoned property.~~
- ~~4. Signage identifying any uses related to *medical marijuana* in a residential zone.~~

~~E. Deviations.~~

- ~~1. Any proposed *medical marijuana* cultivation for personal use by an individual *qualified patient* or *primary caregiver* that does not meet the grow area standard of Section 17.32.090(C)(8) shall require review and approval by the director of development services or designee. The proposed deviation from the cultivation area limitations shall be processed as a zoning clearance. The director~~

of development services or designee shall review the submitted information and make an interpretation of need. A complete application shall include the following documentation:

- a. ~~Licensed physician's recommendation or verification of more than one qualified patient living in the residence shall be submitted with the request showing why the cultivation area standard is not feasible.~~
- b. ~~Written permission from the property owner.~~
- c. ~~Show conformance to the residential zone and accessory building regulation.~~
- d. ~~The building official and fire chief may require additional specific standards to meet the California Building Code and Fire Code, including, but not limited to, installation of fire suppression sprinklers.~~
- e. ~~Medical marijuana cultivation area shall be enclosed in a structure with a one hour firewall assembly of green board.~~
- f. ~~The medical marijuana cultivation area shall not exceed one hundred square feet.~~

**17.32.110 General cannabis cultivation, manufacturing, distribution, research, and/or development.**

Cannabis cultivation, manufacturing, distribution, research and/or development may be permitted within an enclosed building in the Light Industrial (LI) zone subject to the issuance of a conditional use permit. The separation standards set forth in Section 17.32.090 shall only apply to cannabis cultivation, manufacturing, or distribution conducted at a dispensary where cannabis, cannabis accessories, or cannabis products are offered, either individually or in any combination, for retail sale.

Cannabis cultivation, manufacturing, distribution, research, and/or development may be established in conjunction with a dispensary in the heavy commercial (HC), limited commercial (LC), general commercial (GC) zones as an accessory use subject to the issuance of a conditional use permit.

**17.32.110 17.32.120 Transportation or dDelivery of medical marijuana cannabis.**

~~All activities involving the transportation of marijuana for personal patient use, to the extent permitted by The Compassionate Use Act of 1996, shall be conducted by qualified patients and/or the authorized primary caregiver of the qualified patient, where the quantity transported and the method, timing and distance of the transportation are reasonably related to the medical needs of the qualified patient. All personal transportation shall be conducted in accordance with state law.~~

~~All activities involving the transportation delivery of marijuana cannabis for by a dispensary shall comply with California State Regulations, restrictions and guidelines established by the State of California, as enumerated in Division 8, Chapter 3.5 of the California Business and Professions Code, and established by the Bureau of Medical Marijuana Regulations.~~

The delivery of cannabis from any dispensary to a retail or medical customer within the City shall only be permitted by a validly issued conditional use permit or as otherwise permitted by Section 17.32.130.F.

The delivery of cannabis from a dispensary or non-storefront retailer outside of the City to customers within the City shall be permitted from dispensaries and non-storefront retailers that have obtained a license from the State of California or equivalent document showing that the dispensary or non-storefront retailer is operating in zoning and regulatory compliance from another jurisdiction.

**~~17.32.120~~ 17.32.130 Procedures.**

- A. Administrative Citation and Revocation.
  - 1. Any violation of this chapter occurs the city has the authority to immediately cite a *dispensary* for the violation. The *dispensary* is given one warning and if not corrected within seven calendar days, the city may issue an administrative citation of five hundred dollars per violation. The citations may escalate according to the schedules identified in Section 1.12.012 until and unless the violations have been corrected.
  - 2. A use permit may be revoked according to Section 17.28.020(n) (Revocation of permits and approval). Revocation proceedings may occur for noncompliance with the governing condition use permit or zoning clearance and any of the standards in this chapter.
- B. Transfer of Use Permit. The rights of an approved use permit to operate a *dispensary* may be transferred to another *dispensary* as a use permit modification according to Section 17.28.020(m).
- C. Appeals. Any applicant or other interested person may appeal a decision by the ~~development services director~~ Community Development Manager according to Section 17.28.020(I).
- D. Fees. Applications filed under this chapter shall be reviewed and processed on a full cost recovery basis pursuant to the current Master Fee Schedule. The city council may amend the Master Fee Schedule from time to time to ensure for full cost recovery of administration of any permit issued under this chapter.
- E. Amendments. Amendments to this chapter shall conform to the process identified in Section 17.28.080.
- F. Modifications to an Approved Conditional Use Permit. A dispensary with an approved conditional use permit may add uses permitted by specific zoning districts subject to the issuance of a minor use permit described in Section 17.28.052.

NOTE: Chapter 8.64 is proposed to be deleted and all text is shown in strike-through.

## **~~Chapter 8.64 PROHIBITION OF RECREATIONAL MARIJUANA BUSINESSES~~**

### **~~8.64.010 Definitions.~~**

The following definitions shall be used in this chapter as follows:

- A. ~~“Recreational marijuana business” or “business” means any facility or location, whether fixed or mobile, where recreational marijuana is made available, grown, processed or sold for any non-medicinal purpose.~~
- B. ~~“Recreational marijuana cultivation” or “cultivation” means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof, and any and all associated business and/or operational activities, either as a for profit or non-profit operation.~~
- C. ~~“Marijuana delivery” or “delivery” means the commercial delivery, transfer or transport, or arranging for the delivery, transfer or transport, or the use of any technology platform to arrange for or facilities the commercial delivery, transfer or transport of marijuana, marijuana edibles, and/or any marijuana products to or from any location within the jurisdictional limits of the city of Lemon Grove, and any and all associated business and/or operational activities, either as a for profit or non-profit operation. (Ord. 444 § 2, 2017; Ord. 437 § 2, 2016)~~

### **~~8.64.020 Recreational marijuana dispensaries as a prohibited use and/or activity.~~**

~~A recreational marijuana business as defined in Section 8.64.010 is prohibited in all zones within the city’s jurisdictional limits. No permit, whether conditional or otherwise, shall be issued for the establishment of such use. This ban includes the cultivation, manufacture, transportation, storage, distribution, processing, sale of recreational marijuana, and associated activities. This chapter shall not regulate businesses with a valid conditional use permit issued pursuant to Chapter 17.28 of the Lemon Grove Municipal Code. (Ord. 444 § 2, 2017; Ord. 437 § 2, 2016)~~

### **~~8.64.030 Violations.~~**

~~The provisions of this chapter shall be enforced by means of administrative, civil, and/or criminal remedies. Such remedies are cumulative and not exclusive. (Ord. 444 § 2, 2017; Ord. 437 § 2, 2016)~~

### **~~8.64.040 Cultivation of marijuana as a prohibited use and/or activity.~~**

~~Except as specifically allowed under a valid permit issued pursuant to Chapter 17.32 of the Lemon Grove Municipal Code, marijuana cultivation by any person or entity, including clinics, collectives, cooperatives and dispensaries, is prohibited in all zones within the city’s jurisdictional limits. No permit, whether conditional or otherwise, shall be issued for the establishment of such activity. Any cultivation that takes place in violation of any provision of this chapter is unlawful, and is hereby declared a public nuisance. This prohibition includes the cultivation, manufacture, transportation, storage, distribution, sale of recreational marijuana, and associated activities. Nothing in this chapter is intended to, nor shall it be construed to,~~

make legal any cultivation activity that is otherwise prohibited under California law. Nothing in this chapter is intended to, nor shall it be construed to, preclude any landlord from limiting or prohibiting marijuana cultivation by their tenants. (Ord. 444 § 2, 2017; Ord. 437 § 2, 2016)

**8.64.050 Delivery of marijuana as a prohibited use and/or activity.**

Recreational marijuana delivery by any person or entity, including clinics, collectives, cooperatives and dispensaries, is prohibited in the city. No permit, whether conditional or otherwise, shall be issued for the establishment of such activity. This prohibition includes the cultivation, manufacture, transportation, storage, distribution, sale of recreational marijuana and associated activities. Any delivery that takes place in violation of any provision of this chapter is unlawful, and is hereby declared a public nuisance. Nothing in this chapter is intended to, nor shall it be construed to, make legal any delivery activity that is otherwise prohibited under California law. Nothing herein prevents the use of public streets within the city of Lemon Grove by lawful businesses pursuant to state law. (Ord. 444 § 2, 2017; Ord. 437 § 2, 2016)

**From:** [Judi Strang](#) on behalf of [annriddle](#) [REDACTED]  
**To:** [Audrey Malone](#)  
**Subject:** Lemon Grove comments for Item 2 < Please read  
**Date:** Tuesday, July 6, 2021 11:43:18 AM

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Hello Mayor Vasquez and City Council members.

I work in Lemon Grove in public health. I am concerned that City Council is moving from medi pot to recreational marijuana too quickly and this action will expand the number of and type of marijuana businesses in Lemon Grove with unfortunate consequences for our quality of life, and reputation.

I respectfully ask that Lemon Grove create a financial balance sheet that weighs marijuana tax revenue and permit fees against 1) City's staff and enforcement expenses, 2) Cost to youth and their family, and 3) Impact on neighborhoods and the services that support them.

I wanted to share with you what the public health community is seeing in the City of San Diego as it deal with recreational marijuana businesses there.

San Diego Police Department does not include minor decoy operations for marijuana stores or deliveries regarding access to youth, nor does the California's Bureau of Cannabis Control.

San Diego City Attorney press release in May indicated that the number of Marijuana impaired drivers has increased.

San Diego Union Tribune articles have increased re the number of Hash oil manufacturing explosions every couple of months in SD which has caused death, injuries, damaged and destroyed properties, displacement of residents including children, and diminished air quality.

There are NO controls on High THC concentrates sold from marijuana storefronts and which are the number one purchased item, especially young adults.

High THC marijuana products precipitate mental health crises, hallucinations and paranoia, sometimes leading to violence and

suicide, as reported at a County mental health advisory board.

Thank you, Ann Riddle

**From:** [Carol Green](#)  
**To:** [Audrey Malone](#)  
**Subject:** Lemon grove item #2  
**Date:** Tuesday, July 6, 2021 1:11:50 PM

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Honorable Mayor and members of the Lemon Grove City Council:

As you consider the second reading of the marijuana ordinance, I wanted to respond one more time. It is important to remember who profits from Marijuana Commercialization and who they profit from. I realized Lemon Grove was forced into marijuana commercialization through a ballot measure. And I understand that finances are a concern for Lemon Grove But at what price do you sell your citizen's health and safety. Where do you draw the line as a public official sworn to protect your community. Do not fall for the shiny false promises of big marijuana businesses. We only need to look at the track record of tobacco. False promises of money. Yes, marijuana businesses generate some tax revenue AND they cost money to manage and regulate and they cost money to mitigate the harmful impacts and they impact other businesses that generate tax revenues for the city AND although the original ask is to tax the businesses, it is usually followed up with you are overtaxing us and we can't survive. The promise that allowing marijuana businesses will somehow eliminate the "illegal" or "unpermitted" market, is not true and we see that when there are permitted shops all kinds of illegal places pop up and hide in plain sites and cost lots of money for law enforcement to shut them down. Please do your best to hold the line against this big business that markets to our children and benefits themselves and not residents, communities, or neighborhoods. No one says I want lots of pot shops near my house, school, church, or park. Let's preserve our community and limit the normalization of marijuana.

Thank you for your consideration,  
Carol Green

**From:** [REDACTED]  
**To:** [Audrey Malone](#)  
**Subject:** COMMENT TO BE READ IN REGARDS TO ITEM 2 on JULY 6, 2021 CITY COUNCIL AGENDA  
**Date:** Tuesday, July 6, 2021 11:59:58 AM

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Good evening City Council,

As a mother and grandmother, I am writing again to express my concern regarding the second reading of Item 2 on tonight's agenda in regards to expanding the number and types of marijuana businesses in Lemon Grove.

As mentioned in the staff report, one of the first item marijuana businesses will ask ,when lobbying for, is "Distribution Sites" – this is better known as ‘old school deliveries’.

Make sure you realize these distribution sites will have huge impacts on traffic safety, wherever they are located. Trucks will be in and out of the location, transporting marijuana and marijuana products while retailers, distributors, cultivators, and manufacturers will be coming and going at all hours. Also be mindful that directors, officers, managers, employees, agents, and contractors of the distributor could be present at these distribution sites applications, as well.

All of this could mean a significant number of daily trips, contributing to profound and unexpected safety issues for surrounding businesses and residents. Please monitor traffic safety data which should be collected regarding any marijuana business. These results should then be posted at an ‘easy to find’ location on Lemon Grove's city website. I ask too that you make sure applicant fees are high enough to include the costs of those analyses.

Also distribution sites should have regular and regulated business hours as well as code enforcement should be involved to make sure that the hours are respected. As a City Council, picture what large trucks coming and going at any time during the night would be like for neighboring establishments. Do you want that in your beautiful city?

Thanking you in advance,  
Diane Grace

**From:** [Kelly McCormick](#)  
**To:** [Audrey Malone](#)  
**Subject:** Public Comment Item 2  
**Date:** Tuesday, July 6, 2021 10:32:29 AM

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I am speaking to you as the director of a youth mentoring program, and as a public health educator. It is worth noting that you are having a presentation on skyrocketing fentanyl deaths the same night you are voting on regulating recreational marijuana.

Dr. Roneet Lev, Director of Emergency Medicine at Scripps Mercy Hospital, has said that she has not seen a single person being treated for a drug overdose in their emergency department, who did not start their drug journey by using marijuana. It is the gateway to other drugs. The vapes, edibles, and other concentrates can be more than 90% THC, unlike anything available in the past. They change the brain's chemistry, especially when used by those under age 25. The brain becomes hardwired to crave more. For many, it will lead them to try more powerful drugs. Unfortunately today, almost all of the illicit drug supply is tainted with fentanyl.

Regulating recreational marijuana ushers in a new level of commercializations designed to lure new consumers and keep them coming back for more. Could this really be what you want for the future of Lemon Grove? Is this the environment that Lemon Grove's parents want for their children?

Please vote no,  
Kelly McCormick

**From:** [Mark Wilcox](#)  
**To:** [Audrey Malone](#)  
**Subject:** To Lemon Grove CC / Item 2  
**Date:** Tuesday, July 6, 2021 11:56:26 AM

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*Good evening City Council members.*

*As you consider adding Marijuana recreational sales to medi pot sales, I would like to share that I work with young people and I've learned firsthand the damaging and costly role marijuana can play in a family, and especially to teens and young adults. I am a father of 4 and grandfather of 13 and I want them to be proud of Lemon Grove.*

*Parents have requested the Sheriff and the California's Bureau of Cannabis Control to do minor decoy operations. Parents have been told by both that they do have the resources to do that.*

*I see that nothing is to be gained by moving into the sales of recreational pot when the our City and County and the state's Bureau of Cannabis Control clearly doesn't have the resources to protect youth.*

*Parents have also contacted Bureau of Cannabis Control (BCC) regarding restrictions on very additive, high potency marijuana products, a favorite of young adults. Again there is no political will to move forward with these.*

*I feel that this is an especially bad time to be enabling more pot use through extending the footprints of a business whose business plan, to be successful, encourages increased use with the potential for addiction.*

*It would be wise to postpone this decision until*

*comprehensive law enforcement regarding the marijuana access by youth become available. What is the rush?*

*Thanks,*

*Mark Wilcox*

**From:** [Peggy Walker](#)  
**To:** [Audrey Malone](#)  
**Subject:** Read aloud Comment  
**Date:** Tuesday, July 6, 2021 12:01:58 PM

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[REDACTED]

[REDACTED]

Dear Council,

I hope you do not capitulate to industry pressure to allow widespread commercialization of marijuana, per this Ordinance. The move from medical to recreational has always been a ploy of the marijuana industry to get a foot in the door with “medical,” in order to eventually move into the more widespread recreational market and thus greater profit from addictive drug sales.

This industry is taking over other cities with false narratives of need and promises of tax revenues that do not materialize and don’t come close to addressing high societal costs. Please don’t buy into it. Estimates are that, for every tax dollar received from marijuana taxes, there are \$4.50 in regulatory and social costs.

Further, states like Colorado are passing legislation to pull back on THC levels, now engineered to such high levels they are creating pediatric and health crises that are overburdening the medical and treatment communities.

Warnings on problematic THC levels are causing worldwide concern. The **United Nations Office on Drugs and Crime**, following a year-long “World Drug Use Study” has just called for

1. A global ban on marijuana advertising because of its negative influence, and
2. THC potency caps.

This study is a wakeup call for the world, particularly the US, which has the highest marijuana use level in the world. Other countries, recognizing the harms, are pulling back on marijuana availability. A move to recreational here would be exploitive of families who want to raise children free from the oppressive influence of an addictive drug industry.

Regards,  
Peggy Walker  
TUPE Educator and Program Developer and  
Youth Drug Use Prevention Educator  
Coastal Communities Drug Free Coalition

**From:** [Rebecca Rapp](#)  
**To:** [Audrey Malone](#)  
**Subject:** Please Read out loud during item #2 on tonight's agenda  
**Date:** Tuesday, July 6, 2021 11:02:12 AM

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Please read out loud during item #2 on tonight's agenda..... medi pot to recreational pot.

Thank you,  
Becky Rapp

Good evening Lemon Grove, my name is Becky Rapp, I'm a parent and youth group mentor here to raise concerns regarding potential amendments to the Municipal code. My primary concern is the negative impact some of these amendments will have on youth. Changing medicinal marijuana dispensaries to add recreation sends a clear message that the city feels marijuana is safe for all to use regardless if they have a medical condition.

When a city permits recreational pot, teens and young adults trust that it's a safe product and have a much higher likelihood of using it. When I ask my teens if they think it's safe to use, they say that the city wouldn't call it recreational if it wasn't safe. This is not the message you want to send to Lemon Grove teens and youth.

In past years the city has been clear about their goals and has set a high bar. By changing municipal code, you will be directly contradicting past goals and messages sent to residents.

Not all cities are embracing Medi pot or recreational marijuana. I would like to be clear that there are many more cities in our county who continue to hold strong with bans. San Marcos, Escondido, Solana Beach, El Cajon and Poway just to name a few. In fact, 80% of the state still bans the sales of marijuana. I ask you to uphold the current municipal code which is Medi pot only and send the message that you will continue to uphold prior goals and priorities.

Thank you

**From:** [Terri-Ann Skelly](#)  
**To:** [Audrey Malone](#)  
**Subject:** Item #2 - please read out loud  
**Date:** Tuesday, July 6, 2021 10:06:15 AM

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Good evening Mayor Racquel Vasquez & City Council members.

I have appreciated the City's attempts to keep our City safe and healthy, up to now.

However Item 2 is bad timing.

Raising my three adult sons, I have been concerned that they and their friends have had their lives upended and have grappled with the changes that have come from the disruption of their educational and economic trajectories as the result of COVID.

The City has been sensitive to needs of our families and our businesses, both of which are sometimes very fragile.

So I am really surprised by the City's proposal of bringing recreational marijuana businesses to Lemon Grove.

I wonder if we all really comprehend the consequences of the having more marijuana storefronts in town, with its pervasive signage and advertising. This visibility and promotion - threatens, sabotages, and diverts the lives of young people who may well decide that an acceptable form of relaxation, diversion or digression, is getting high.

Sometimes it has been suggested that permitting of marijuana storefronts will control the black market. This promise that unpermitted retail markets would just go away is a ridiculous industry assertion that is absolutely not supported by the data.

This is probably why 77 percent of California Cities DO NOT permit recreational marijuana storefronts.

I respectfully suggest that we need to continue with the City's present policies on no recreational marijuana stores which will protect young people's mental health.

Terri-Ann Skelly  


# Lemon Grove Regular City Council Meeting

**PLEASE MUTE ALL DEVICES**

Meeting is recorded for the purpose of drafting meeting minutes.

Audio of the meeting is uploaded to the City website within 72 hours following meeting.



CALL TO ORDER



# CHANGES TO THE AGENDA



# PRESENTATIONS:



# San Diego Food Bank



San Diego Food Bank,  
Vice President, Operations, Vanessa Ruiz

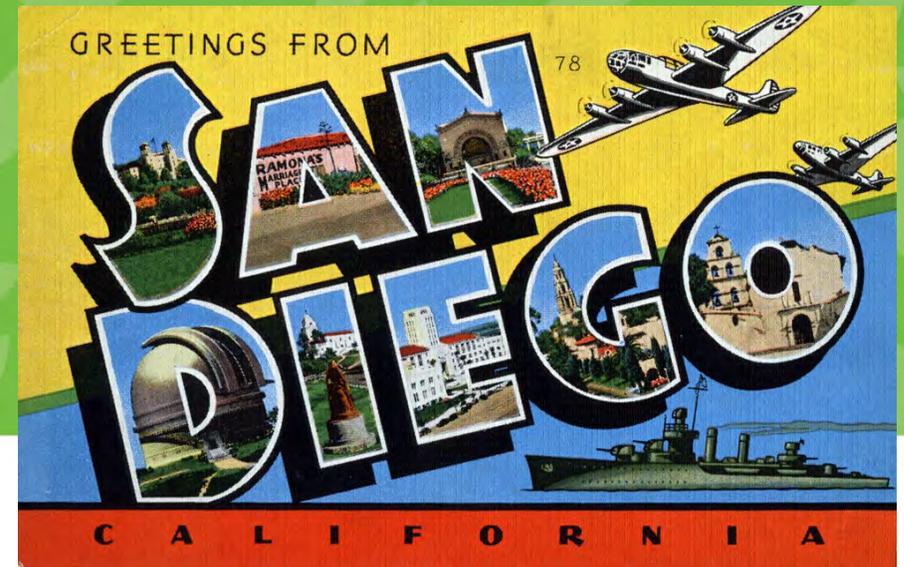


*Food  
Insecurity –  
Emphasis on  
the City of  
Lemon Grove*



Vanessa Ruiz, VP of Operations  
[vruiz@sandiegofoodbank.org](mailto:vruiz@sandiegofoodbank.org)

# POPULATION PROFILE



## San Diego County

- Population: 3.3M (more people than 22 states)
- 500+ nonprofit partners; including 200 direct distributions

## San Diego Statistics:

- Median Household Income \$78,000+
- Housing Median \$563,000+
- Over 10% Living in Poverty

\*Research provided by 2019 Census



# FOOD INSECURE PROFILE

## What is Nutrition Insecure?

Someone who is unable to provide three, nutritious meals per day for themselves and/or their families.



# FOOD INSECURE PROFILE

- **San Diego County November 2020 Nutrition Insecurity Rates**

- Total nutrition insecure population: **1,034,000**
  - 31% of total population (3,380,000), or 1 in 3 people
- Nutrition insecure adults: **603,000**
  - 29% of total adult population or 1 in 3 adults
- Nutrition insecure children: **284,000**
  - 40% of total child population or more than 2 in 5 children

- **San Diego County Food Insecure Household Characteristics in 2019 (Pre-COVID-19 Pandemic)**

- **25%** of the total population in San Diego County falls under 200% FPL.
- **44%** of the **Black** population falls under 200% FPL.
- **37%** of the **Native** population falls under 200% FPL.
- **29%** of the **White** population falls under 200% FPL.
- **29%** of the **Pacific Islander** population falls under 200% FPL.
- **23%** of the **Asian** population falls under 200% FPL.
- **43%** of the **Hispanic/Latinx** population (across all nationalities) are under 200% FPL.

*\*Research by San Diego Hunger Coalition, 2020*



# People Served Profile

## Great Recession verses Pandemic era

Year	People Served – Average Monthly
2008 – Great Recession	200,000
2009-2016	400,000
2017	375,000
2018-2019	350,000
2020-2021 – COVID-19 Pandemic	550,000-600,000



# FOOD BANK PROFILE



## Fiscal Year Numbers:

	2017	2018	2019	2020	2021
Total Pounds of Food <b>Received</b>	27,368,944	28,441,925	33,723,544	45,374,508	58,880,069
% Increase over last year	14%	4%	19%	35%	30%

	2017	2018	2019	2020	2021
Total Pounds of Food <b>Distributed</b>	25,779,655	28,011,092	31,788,618	43,601,861	59,671,020
% Increase over last year	19%	9%	13%	37%	37%



# FOOD BANK PROFILE

- CalFresh Outreach
- Diaper to Degree
  - Diaper Bank
  - Food 4 Kids Backpack
  - On the Go (middle & high school)
  - College Hunger-Relief Program
- Food to Nonprofits
  - Super Pantry Program
- Neighborhood Distribution & Mobile Pantry
- Nutrition & Wellness Education
- USDA Programs
  - Emergency Food Assistance Program (EFAP/TEFAP)
  - Commodity Supplemental Food Program (CSFP)



# Food Insecurity in Lemon Grove



# FOOD INSECURE PROFILE

Food Assistance in San Diego County by Zip Code (Summary)	
February 2021	
Meal Surplus	(617,734)
CalFresh	283,690
School and Youth Meals	149,385
Food Distribution	616,774
WIC	-
Senior Meals	11,132
FDPIR	-
<b>Total Meals Provided</b>	<b>1,060,981</b>



# Food Insecure Profile

## Pounds of Food Distributed in Lemon Grove: Calendar year

- 2020: 4,934,988 lbs. (712% increase in 5 years)
- 2019: 2,767,821 lbs.
- 2018: 874,198 lbs.
- 2017: 782,646 lbs.
- 2016: 607,291 lbs.



# Food Pantry Partners in Lemon Grove

1. Common Bond Community - 6970 San Miguel Avenue, Lemon Grove
2. Exodus Sober Living Home - 7625 North Avenue, Lemon Grove
3. Fuente De Vida - 1819 Englewood Dr, Lemon Grove
4. Lemon Grove Foursquare - 2115 Lemon Grove Ave, Lemon Grove
5. Ministerio Tiempo Nuevo - 2074 El Prado Avenue, Lemon Grove
6. North Park Apostolic Church - 2515 Lemon Grove Avenue, Lemon Grove
7. Samoa Lutheran Feeding Ministry - 2055 Skyline Drive, Lemon Grove
8. St. John of the Cross Catholic Church - 8086 Broadway, Lemon Grove
9. St. John's Plaza Senior Apartments - 8150 Broadway, Lemon Grove
10. Thrive Lemon Grove - 3131 School Lane, Lemon Grove



# Food Pantry Partner Spotlights

1. North Park Apostolic Church has received three (3) grants from the San Diego Food Bank prior to and during COVID-19. They average 150-250 people each week (Tuesdays, Wednesdays, and Thursdays). They have over 30 volunteers who make the food bank run smoothly. For the month of June, North Park Apostolic Church was named Agency of the Month. Their vision is to Love God, Love Others, Serve Others and Share the Gospel.
2. Samoa Lutheran Feeding Ministry has been a member of the San Diego Food Bank for almost 20 years. They are open Monday-Wednesday from 9am-12pm and have larger mass distributions twice a month on the 1<sup>st</sup> and last Friday. They also deliver food to seniors who are homebound. Over 2,000 people are served monthly at Samoa Lutheran Feeding Ministry.



# Food Pantry Partner Spotlights

3. Thrive Lemon Grove is a tax-exempt, charitable and educational organization, founded in 2014. Their mission is to be a local conduit for healthy initiatives that improve lives of Lemon Grove residents through public safety and health initiatives, community gardens, educational partnerships, family programs and services; to add vibrancy to aging neighborhoods, revitalize the local economy and encourage impactful community involvement with local government. In collaboration with Council Member Jennifer Mendoza, Lemon Grove Lions Club, The City of Lemon Grove and with the generous assistance of the San Diego Food Bank, the **Lemon Grove Food Distribution Program** has been able to provide food and other essentials for up to 130 families monthly.



How can you  
help?



# How Can You Help?

- With the rise in demand, our partners continue to see an increased need for **food** and **capacity expenses**.
- **Funding** to the **San Diego Food Bank**, and or, our **partners** directly, can allow us to continue to meet the current demand in Lemon Grove.
- Many of our partners continue to seek out **volunteers** to support them with their distributions. Please reach out to them directly if interested.
- You may also **volunteer** at the San Diego Food Bank Monday through Saturday.
- Last, but not least, you can help **spread the word!** There are still many **families** in need and our goal is to ensure no one goes to bed hungry.





**SanDiegoFoodBank.org**



**NorthCountyFoodBank.org**

*Vanessa Ruiz*  
*VP of Operations*

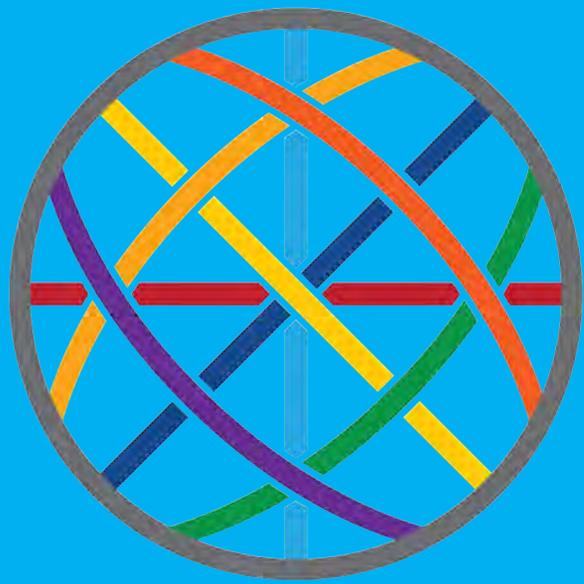
*vruiz@sandiegofoodbank.org*  
*(858) 863-5114*



# Impact of Fentanyl in the Community,

Institute for Public Strategies, Program  
Manager, David Shorey





# INSTITUTE FOR PUBLIC STRATEGIES

## FENTANYL- CHANGING THE FOCUS

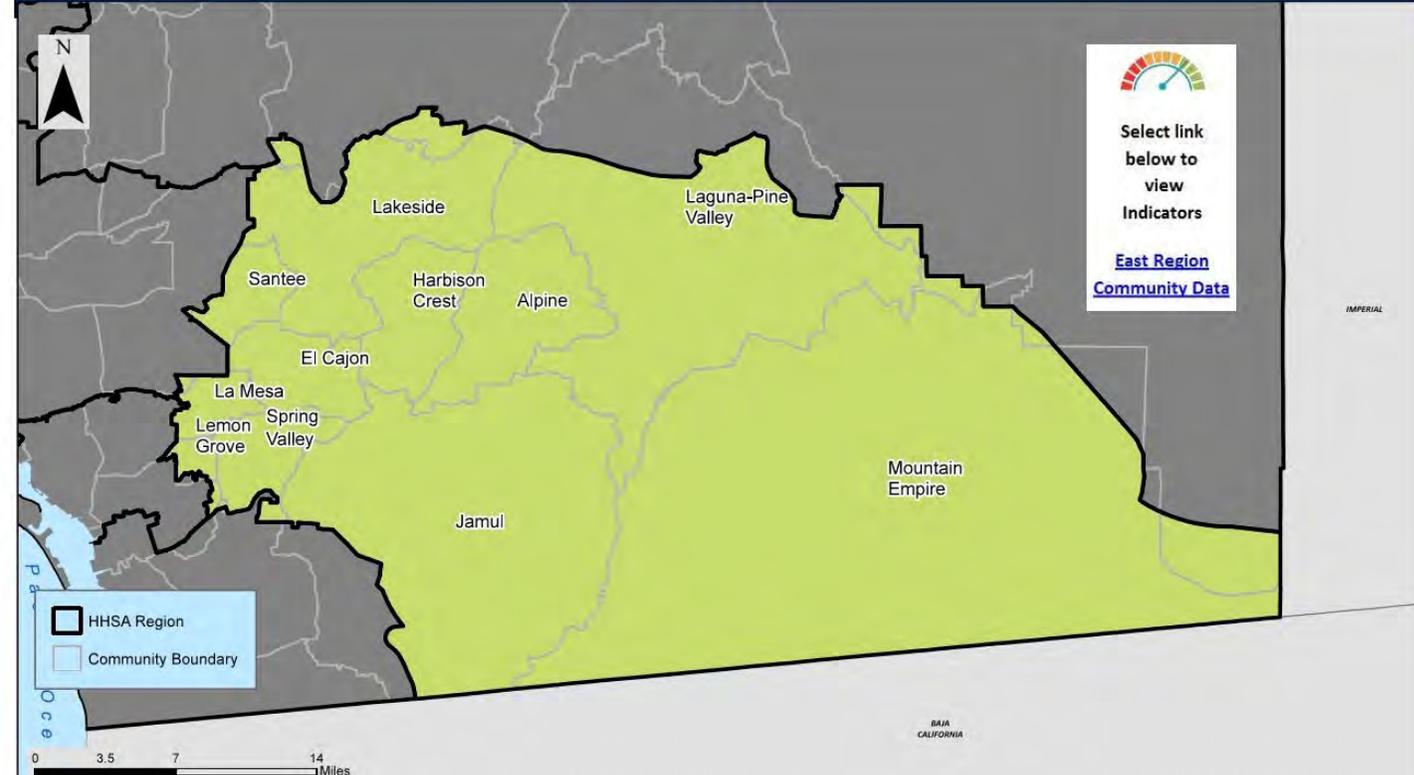
Community based solutions to combat overdose

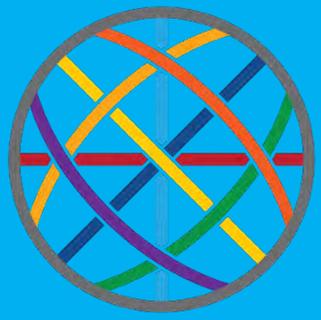


# IPS

EAST COUNTY

## HHSR Regions & Communities in San Diego County, CA East Region





# INSTITUTE FOR PUBLIC STRATEGIES

## Our Core Values

- ▶ **Equity.** We are committed to just and fair solutions.
- ▶ **Diversity.** We are committed to learning the unique needs of communities.
- ▶ **Empowerment.** We are committed to elevating the voices of those directly affected by societal problems and emboldening them to take action.
- ▶ **Systems Change.** We are committed to advancing healthy social, economic and physical environments.
- ▶ **Results.** We are committed to achieving positive, measurable change.
- ▶ **Integrity.** We are committed to being accessible, accountable and inclusive.





# ADVANCING EQUITY...

To build healthy communities

Equity tops IPS's list of core values and advancing equity is a fundamental feature of our work. Inequitable community and social conditions are at the root of most health disparities. Expanding equity can transform communities. It is an upstream approach that ensures all individuals regardless of race, income, education, or gender identity, have the opportunity to live healthy, safe, fulfilling lives.



# FENTANYL

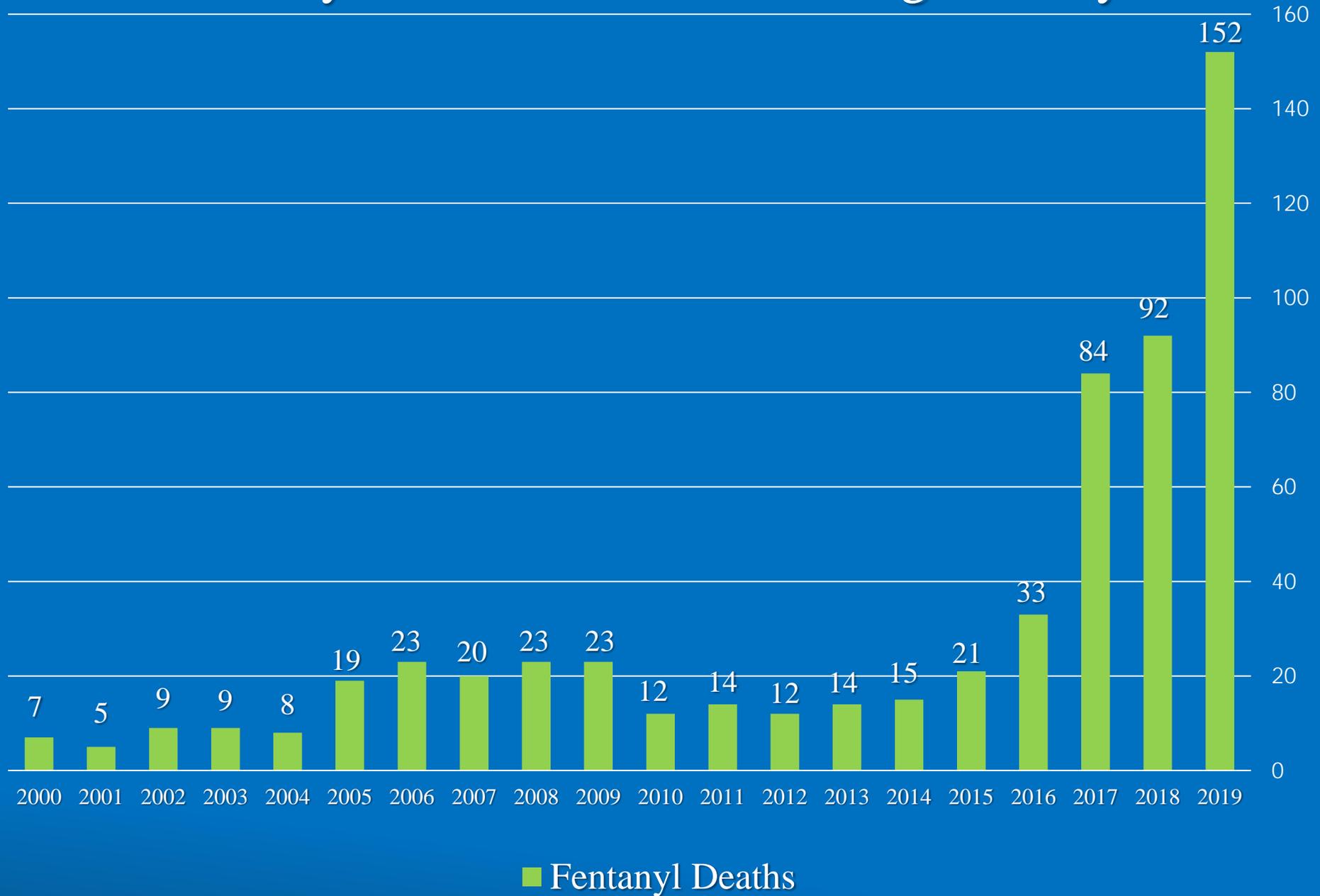
## The Drug that Changed Everything

- Fentanyl is manufactured in China, Imported through Mexico and making it's way across the boarder
- A very small amount, 2 mg can be fatal
- It is often cut into counterfeit prescription drugs sold on the street
- It is now showing up in many street drugs including cocaine and methamphetamine

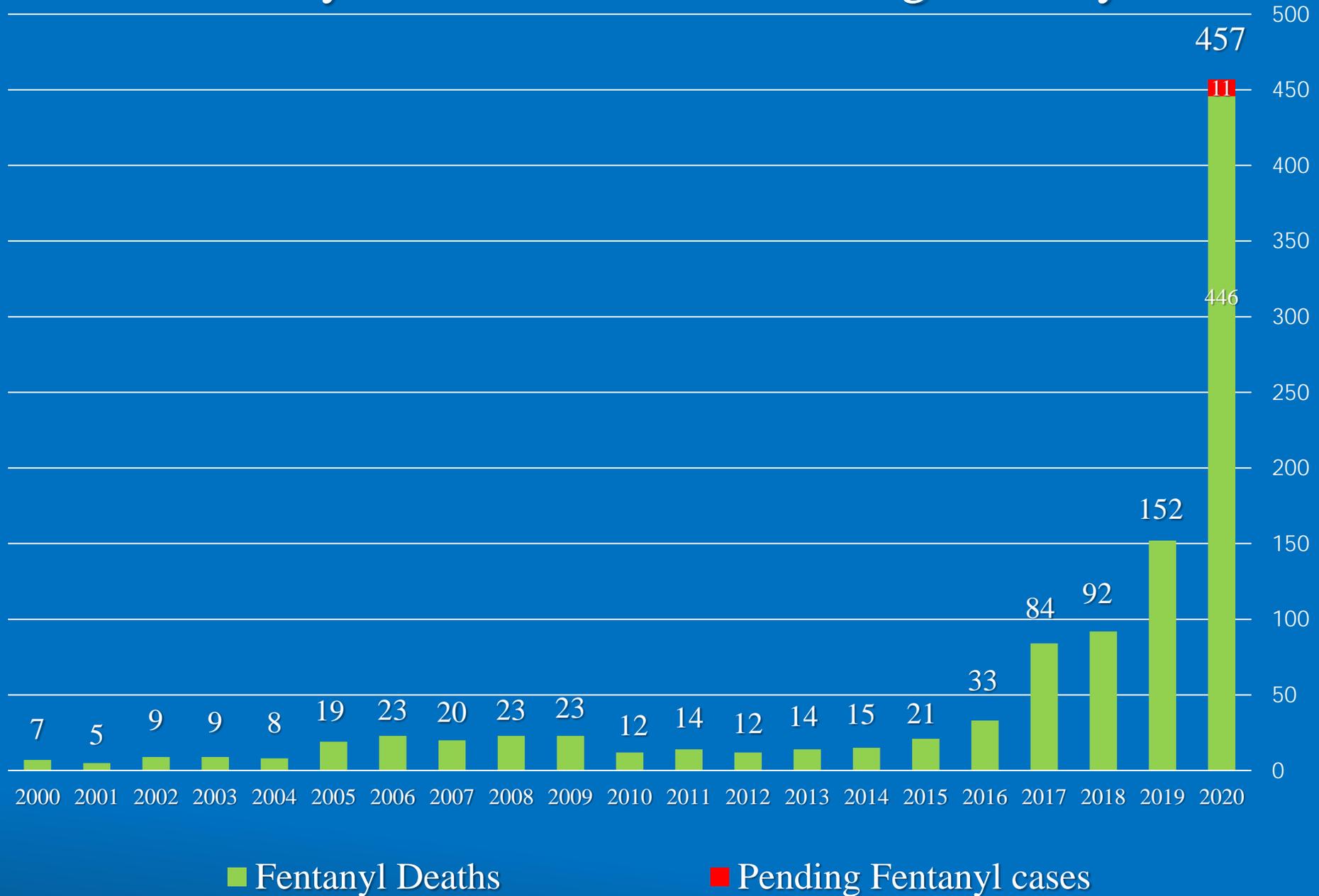


Fatal dose of fentanyl  
(2 mg or 2000 mcg)

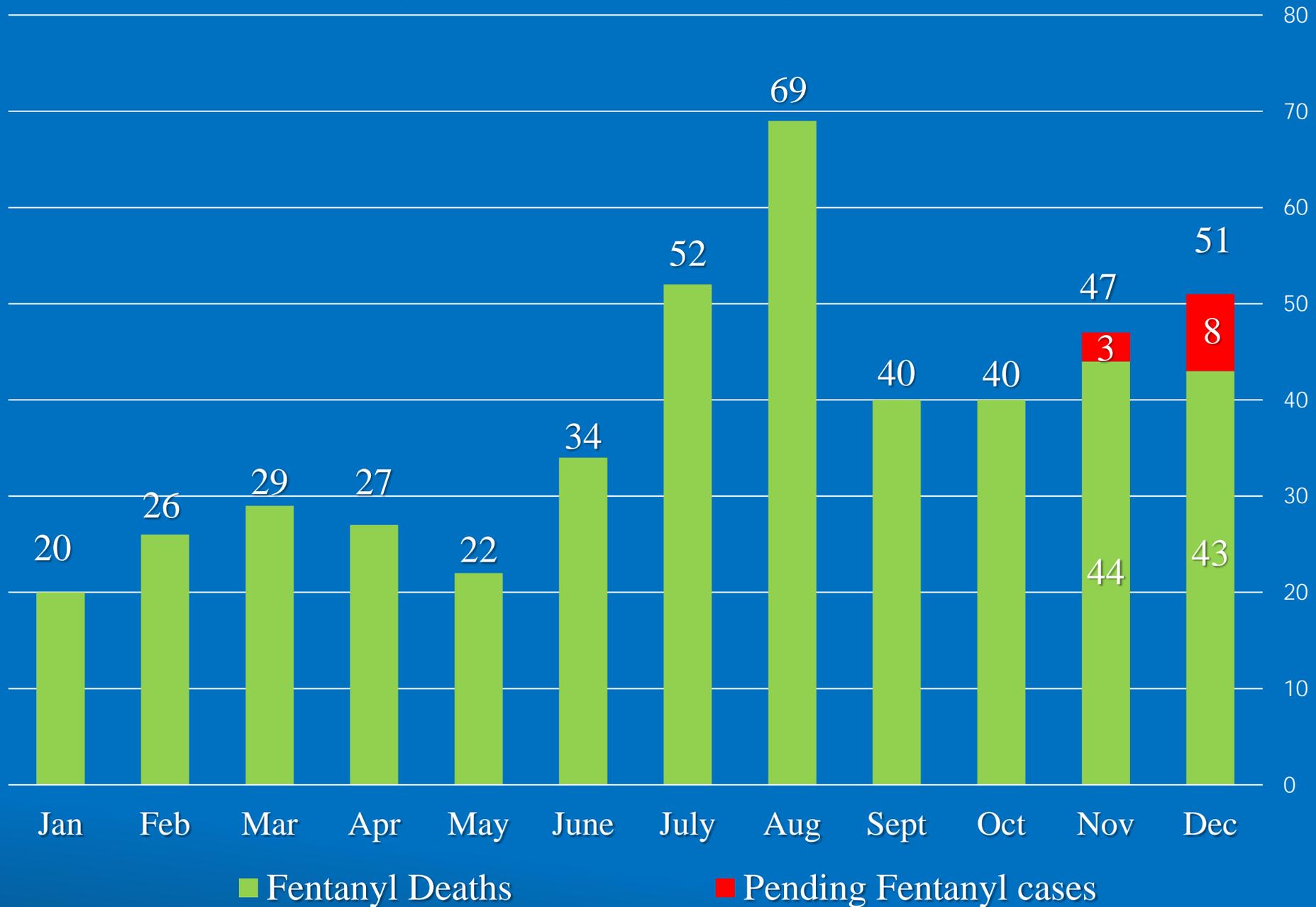
# Fentanyl related deaths in San Diego County



# Fentanyl related deaths in San Diego County



# Fentanyl related deaths by month, 2020



## SDME Fentanyl fatalities, 2020

446 confirmed

11 pending (as of 03/13/21)

457 Total (preliminary)

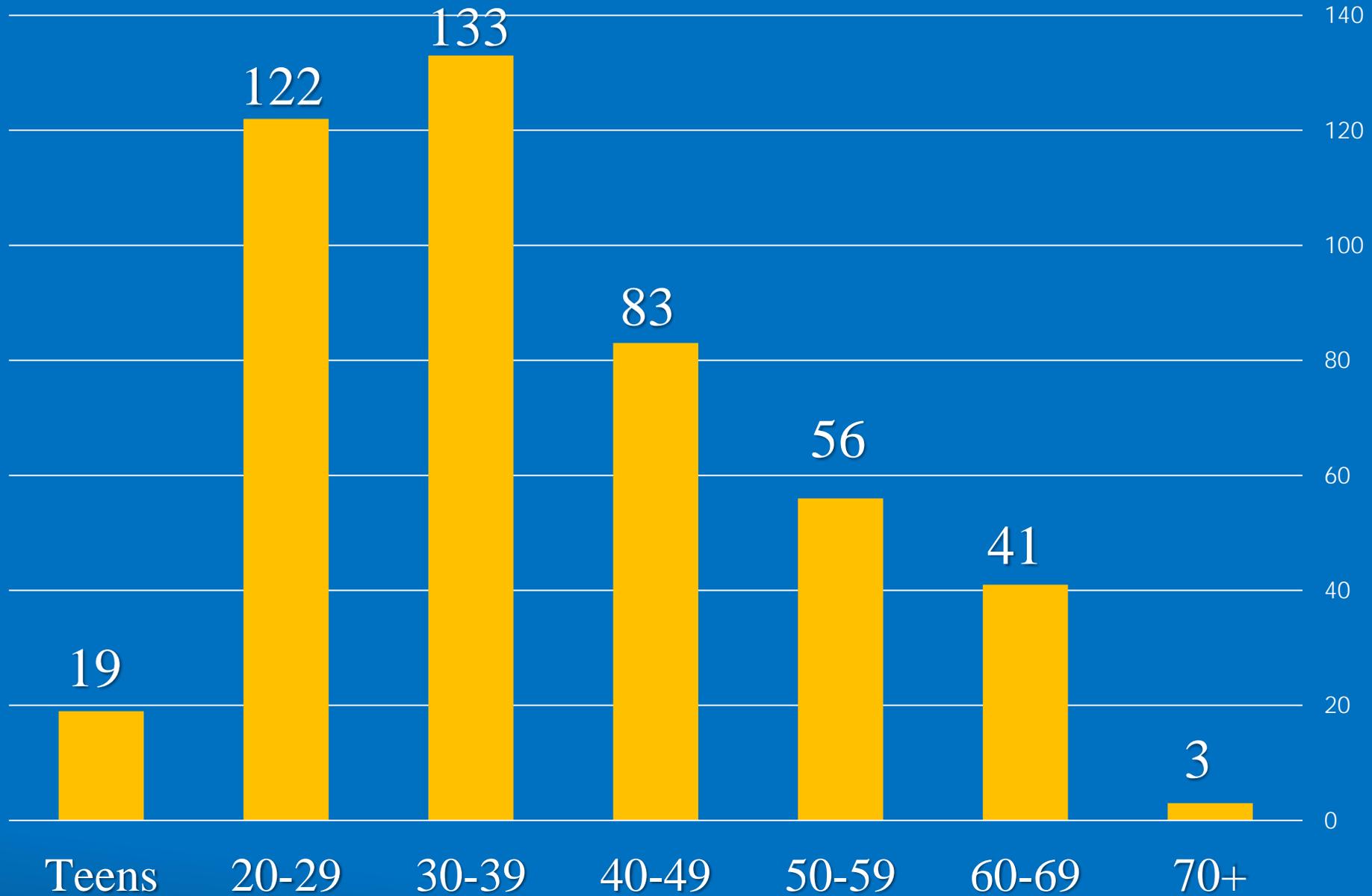
351 male (77 %)

106 female (23 %)

Average age = 37 years old

Age range: 14 - 76 years old

# Fentanyl related deaths by age in San Diego County 2020



\*numbers include currently pending cases

2019

vs

2020

152 Total

133 male (88 %)  
19 female (12 %)

446 confirmed  
11 pending  
457 Total (prelim)

351 male (77 %)  
106 female (23 %)

305 more Fentanyl deaths than 2019\*

\*this number could change as cases are closed

## Fentanyl related deaths

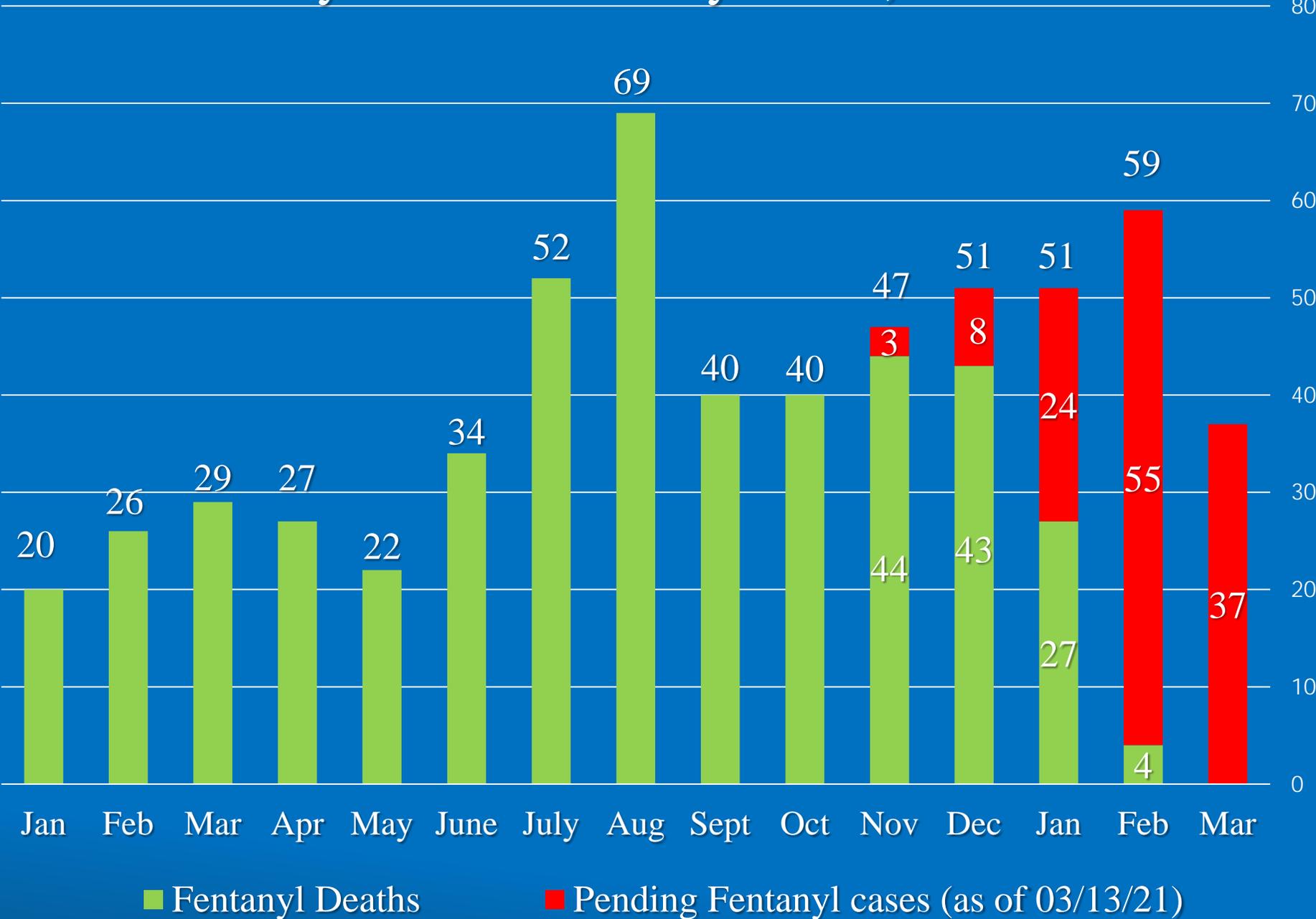
2019

vs

2020

- Fentanyl deaths increased **200%**  
(152 => 457)
- Male Fentanyl deaths increased **164%**  
(133 => 351)
- Female Fentanyl deaths increased **458%**  
(19 => 106)

# Fentanyl related deaths by month, 2020-2021



# MEETING THE EPIDEMIC UPSTREAM TO PROMOTE AN EQUITY-BASED SOLUTION

Addressing the factors which contribute to opioid use

Social Determinants Impact Opioid Misuse

- Cultural and racial inequities
- Socioeconomic factors
- Barriers to treatment



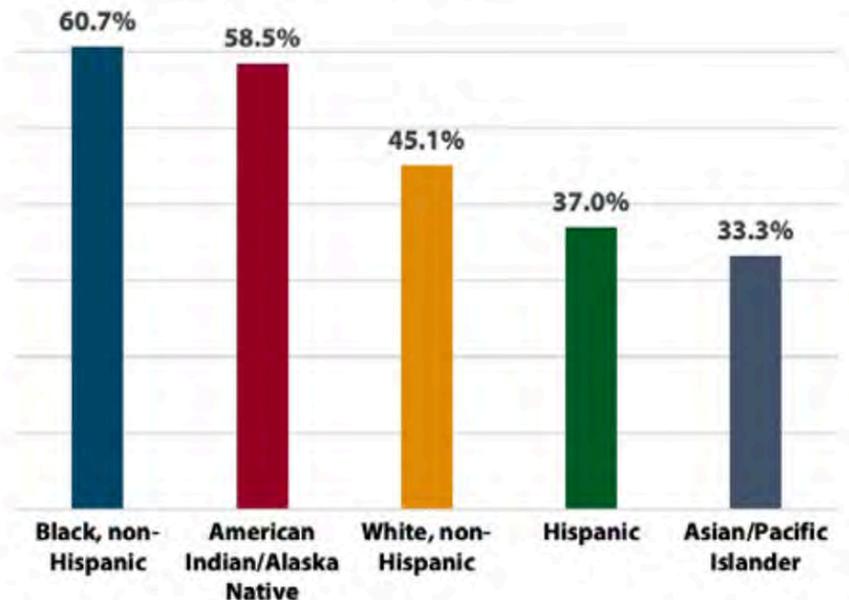
# CULTURAL AND RACIAL INEQUITIES

Communities of color face greater challenges meeting the epidemic despite significant impact

Challenges to prevention, treatment and recovery

- Lack of culturally responsive and respectful treatment and care
- Separate and unequal prevention efforts
- Preexisting negative stereotypes and prejudices

Percent change in overdose deaths due to synthetic opioid use (not methadone) by race, 2016 — 2017



Source: Scholl L, Seth P, Kariisa M, Wilson N, Baldwin G. Drug and Opioid-Involved Overdose Deaths—United States, 2013-2017. Centers for Disease Control and Prevention, Morbidity and Mortality Report. 4 January 2019. 67(51&52): 1419-1427.

\*Rates are calculated per 100,000.

# ECONOMIC CONDITIONS

The majority of overdoses occur in living at or above the poverty level

- Economic resources influence health outcomes overall
- Technology access is a barrier to prevention messaging
- Lack of adequate healthcare creates a barrier to substance use treatment
- Unhoused population particularly hard hit



# ADDRESSING THE BARRIERS TO TREATMENT AND PREVENTION

UPSTREAM SOLUTIONS TO MITIGATE BARRIERS AND PROMOTE PREVENTION

MEETING AGE, RACE AND CULTURAL BARRIERS

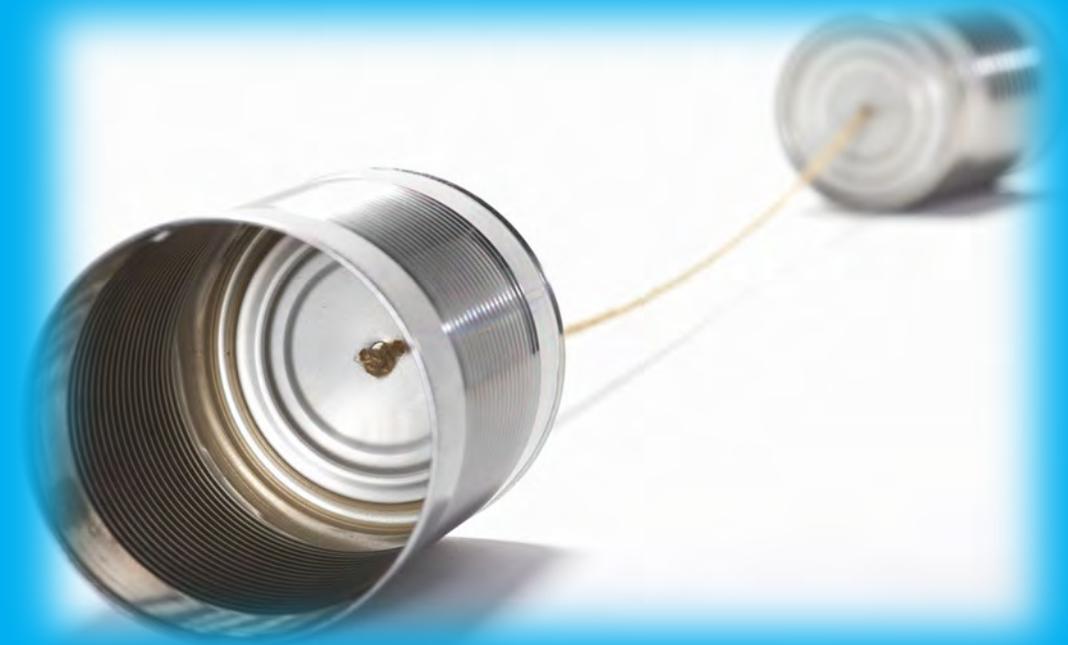
TARGETING LOWER INCOME COMMUNITIES

BREAKING DOWN BARRIERS TO TREATMENT



# REACHING OUT TO LOWER INCOME COMMUNITIES AND PEOPLE EXPERIENCING HOMELESSNESS

- Low-tech solutions for those without computers
  - Using printed material strategically placed to increase reach
- Partnering with resource engagement points for unhoused people and others impacted by poverty
  - Food distribution sites
  - Job training and workforce development sites
  - Libraries and resource distribution sites



# INCREASING ACCESS TO AND AWARENESS OF SUD TREATMENT OPTIONS

- Increase awareness of the effectiveness of medically assisted treatment (MAT) as a bridge to sustained recovery
- Increase access to care
- Remove barriers to seeking care
- Address stigma.....



# STIGMA IN ITS MANY FORMS IS THE BIGGEST BARRIER

- ▶ **Institutional and Structural – political will and funding for preventing and treating substance use disorders**
  - ▶ Lack of access to healthcare
  - ▶ Lack of resources
  - ▶ Lack of outreach to unhoused population
- ▶ **Law Enforcement and Justice System**
  - ▶ Less access to Medically Assisted Treatment
  - ▶ Less likely to offer diversion programs



# CRIMINAL OR VICTIM? ADDICT OR FIRST TIME USER?

What we believe to be true about people who use drugs no longer applies

- ▶ Most fentanyl overdose victims did not knowingly purchase the drug
- ▶ Many overdose victims are first-time recreational users
- ▶ In a recent SANDAG study, 68% of adult arrestees stated they would not purchase a drug knowing it contained fentanyl
- ▶ Counterfeit pills containing inconsistent amounts of the drug are believed to be responsible for many fentanyl overdoses
- ▶ In addition to counterfeit pills, fentanyl is present in many street drugs including cocaine and methamphetamine



# MEETING AGE, RACE AND CULTURAL BARRIERS

- Applying racial and cultural humility to prevention
  - Using culturally appropriate messaging
  - Being aware of the impact of the ‘War on Drugs’
- Crafting age appropriate prevention messaging to teens



# GETTING THE MESSAGE OUT TO PARENTS AND YOUTH

- Meet them at their level
  - Ask them what works, let them craft the message
- Educate without enticing or sparking rebellion
  - Stress the seriousness of drug use without focusing on the effects
- Take a realistic approach
  - Scare tactics don't work
  - Be realistic: experimenting is part of growing up



# WADING UPSTREAM: FOSTERING SKILLS THAT HELP KIDS MAKE BETTER CHOICES

- Youth Engagement
  - East County Youth Coalition provides students an opportunity to participate in community change
- Promote Leadership Skills
  - ECYC, NAMI and other programs help students gain leadership skills
- Build Positive Self Esteem
  - Encourage personal growth programs to build a healthy self-image



# COMMUNITY BASED SOLUTIONS: WHAT YOU CAN DO TO HELP

Increase awareness:

- Help to circulate informational material

Take substance use signs seriously and intervene quickly

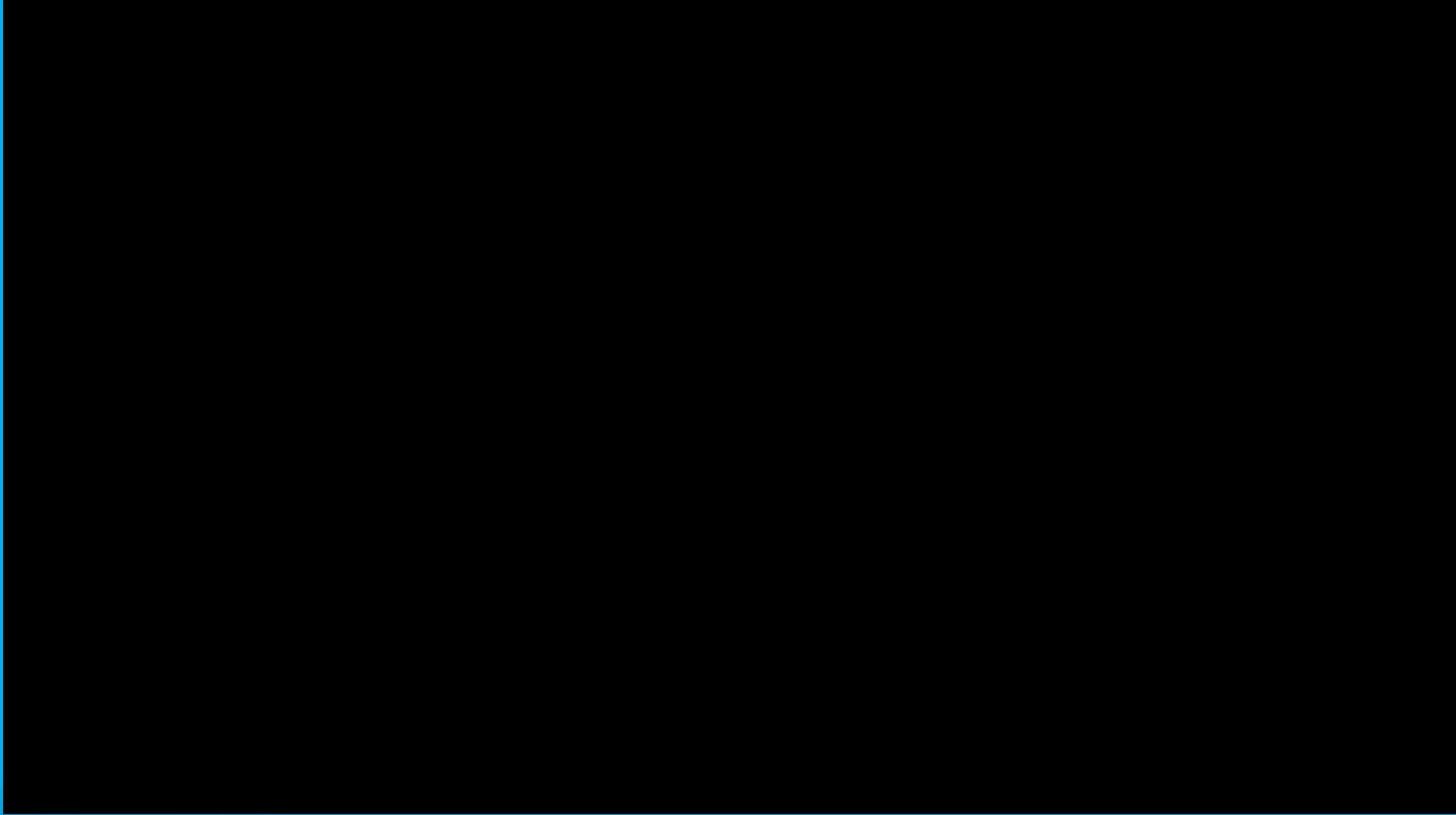
- If you know someone with an substance use problem, reach out to help

Help foster community growth

- Sponsor programs to build youth leadership skills
- Sponsor outreach and treatment programs



**WHEN OVERDOSE OCCURS, NARCAN SAVE LIVES**



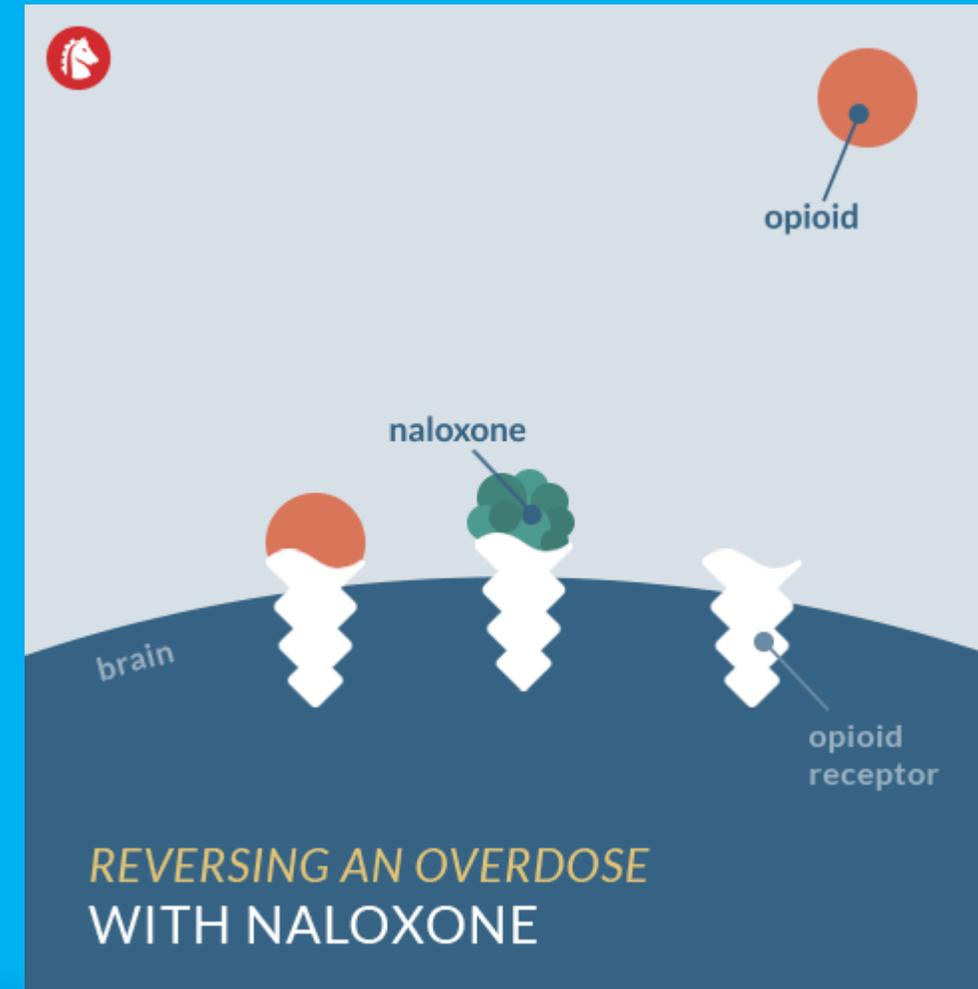
# WHAT IS NALOXONE OR NARCAN?

- Opioid antagonist ("blocker") which reverses opioid overdose
- Causes sudden withdrawal in the opioid dependent person - an unpleasant experience
- Has no effect if an opioid is not present
- Naloxone can't get you high
- Negative side effects from Naloxone are very rare



# HOW DOES NARCAN WORK?

- The brain has many receptors for opioids. An overdose occurs when too much of any opioid fits in too many receptors slowing and then stopping the breathing. Naloxone has a stronger affinity to the opioid receptors than opioids so it strips the opioids off the receptors for a short time. This allows the person to breathe again.



# WHO CAN CARRY NARCAN?

- Anyone! Upon training, a card is issued stating that the person holding naloxone is trained to use the antidote and is legally permitted to carry it.
- Under the provisions of *Assembly Bill 635*, individuals are permitted to possess and administer naloxone in an emergency, and are protected from civil or criminal prosecution.

WHO CAN?  
YOU CAN!

NARCAN!!

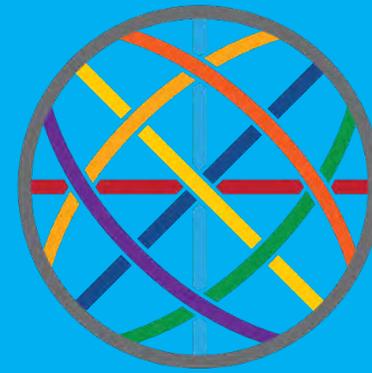


# HOW TO OBTAIN NARCAN

- The Naloxone Distribution Project (NDP) is funded by SAMHSA and administered by DHCS to combat opioid overdose-related deaths throughout California.
- The NDP aims to address the opioid crisis by reducing opioid overdose deaths through the provision of free naloxone
- Since October 2018, the NDP had distributed over 601,000 units of naloxone, and recorded over 31,750 overdose reversals
- [https://www.dhcs.ca.gov/individuals/Pages/Naloxone\\_Distribution\\_Project.aspx](https://www.dhcs.ca.gov/individuals/Pages/Naloxone_Distribution_Project.aspx)



# REFERENCES



**INSTITUTE FOR  
PUBLIC  
STRATEGIES**

Materials used in this presentation were obtained from the following sources:

- Grace 'Katie' Bell, MSN RN-BC CARN PHN
- California Department of Public Health, Opioid Dashboard
- SANDAG
- Prescription Drug Abuse Task Force
- Ray Gary, Toxicologist, San Diego County Medical Examiner's Office
- The Solace Foundation of Orange County

The Institute for Public Strategies is funded by the County of San Diego Health and Human Services, Behavioral Health Service

# CONTACT INFORMATION

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# PUBLIC COMMENT

Written Public Comment is due to the Deputy City Clerk via email at [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) 6 hours prior to the meeting.

In-person Public Comment requires a speaker slip to be filled out and submitted at the Council Meeting.



# 1. CONSENT CALENDAR



## 2. REPORTS TO COUNCIL

### Second Reading and Adoption of Ordinance No. 458 Updating the Lemon Grove Municipal Code for Recreational Cannabis Sales and Associated Uses

Presented by: Kristen Steinke, City Attorney



# RECOMMENDATION:

Conduct second reading, by title only, and adopt Ordinance No. 458 entitled, "An Ordinance of the City Council of the City of Lemon Grove, California, Amending the Lemon Grove Municipal Code to Allow Recreational Cannabis Sales and Associated Uses".



# CITY COUNCIL REPORTS ON MEETINGS ATTENDED AT THE EXPENSE OF THE CITY



# CITY MANAGER REPORT



# CLOSED SESSION:

- a. Public Employment  
Public Employee Performance  
Evaluation: City Manager  
Government Code Section 54957



# ADJOURNMENT



**From:** [Barbara](#)  
**To:** [Audrey Malone](#)  
**Subject:** Non-agenda Public Comment  
**Date:** Tuesday, July 6, 2021 7:46:35 AM

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Dear City Council Members,

My name is Barbara Gordon. I'm a youth group mentor and want to express my concerns with the City Council moving to recreational marijuana.

Research tells us marijuana is both addictive and harmful to the human brain, especially when used as an adolescent. Marijuana use is associated with a six-fold risk of suicide and five-fold risk of developing psychosis. According to the CA Healthy Kids Survey marijuana use is at an all-time high with our teens.

It's frustrating when policymakers ignore the evidence regarding the harms of marijuana, primarily by those who stand to profit from it. The community wants the types of businesses that will make the neighborhoods clean and safe, and our teens mental and physical health protected.

Quoting Gandhi, "the true measure of any society can be found in how it treats its **most vulnerable** members." Our young people are our most vulnerable members, please don't sacrifice our kids to increase the bottom line.

Thank you

Sent from [Mail](#) for Windows 10