



**City of Lemon Grove
City Council Regular Meeting Agenda
Tuesday, May 5, 2020, 6:00 p.m.**

Virtual Meeting via Zoom platform

<https://www.zoom.us/home?zcid=2478>

Meeting Access & Password # 619-825-3800

<https://us04web.zoom.us/j/6198253800>

City Council

Racquel Vasquez, Mayor
Jennifer Mendoza, Mayor Pro Tem
Jerry Jones, Councilmember
David Arambula, Councilmember
Yadira Altamirano, Councilmember

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

Public Participation

In accordance with Executive Orders N-25-20, N-29-20 and N-35-20 paragraph 3, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the Regular Meeting of the City Council scheduled for Tuesday, May 5, 2020, at 6:00 p.m. will be a virtual meeting – audio only.

Below are the ways to participate. For any questions contact the City Clerk's Office at (619) 825-3800.

Members of the public are able to participate in the following ways:

1. Listen to audio live via zoom
2. Written Public Comment: Which will be accepted by email with the subject line PUBLIC COMMENT ITEM #____. Email to the City Clerk schapel@lemongrove.ca.gov prior to the meeting. The deadline for the public comment to be submitted is **Monday, May 4, 2020 at 5:00 p.m.** Any comment received after the deadline will not be read at the meeting, but will be maintained in the record.

Join the Meeting

Before joining a Zoom meeting on a computer or mobile device, you can download the Zoom app from the [Zoom Download Center](#). Otherwise, you will be prompted to download and install Zoom when you click a join link.

Prerequisites

- Each meeting has a Meeting Access ID and Password that will be required to join a Zoom meeting. #619-825-3800. If you have eNotification set-up it will be included on your email notification. If you have not yet set-up notifications for City meetings and events please go to the City website and [sign up](#).

- Meeting will be Audio only for all participants.
1. Open the Zoom desktop client
 2. Join a meeting using one of these methods:
 - * Click Join a Meeting if you want to join in without signing in.
 - * Sign in to Zoom then click join.
 3. Enter the Meeting ID number and your display name
 4. If you're not signed in, enter a display name.

All audio will be muted upon entering.

The meeting audio will be available on the City website within 24 hours of the meeting.

Public Comment:

In accordance with Executive Orders N-25-20, N-29-20 and N-35-20 paragraph 3, executed by the Governor of California on March 17, 2020. Written Public Comment: Which will be accepted by email with the subject line PUBLIC COMMENT ITEM ____ . Email to the City Clerk schapel@lemongrove.ca.gov prior to the meeting. The deadline for the public comment to be submitted is Monday, May 4, 2020 at 5:00 p.m. Any comment received after the deadline will not be read but will be maintained in the record. **Monday, May 4 by 5:00 p.m.**

Process:

1. Email 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 City Clerk and timed and if comment extends longer than three (3) minutes it will be timed out.

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.

Currently public comment is only being accepted by email to be read by the City Clerk. City Clerk email address: schapel@lemongrove.ca.gov

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

**Tuesday, May 5, 2020, 6:00 p.m.
Virtual Meeting via Zoom platform**

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

Call to Order

Pledge of Allegiance:

Changes to the Agenda:

Public Comment:

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

Public comment will be read into the record by the City Clerk. Per Lemon Grove Municipal Code Section 2.14.150, each comment is allowed up to three (3) minutes.

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City.
(GC 53232.3 (d)) (53232.3(d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)

City Manager Report:

1. Consent Calendar:

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

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.

B. City of Lemon Grove Payment Demands

Reference: Molly Brennan, Finance Director

Recommendation: Ratify Demands

C. Approval of Meeting Minutes

April 21, 2020 – Regular Meeting

April 28, 2020 - Special Meeting – Budget Workshop

Reference: Shelley Chapel, City Clerk

Recommendation: Approve Minutes

D. Acceptance of Approved Planning Commission Meeting Minutes
March 9, 2020 – Special Meeting – Climate Action Plan

Reference: Shelley Chapel, City Clerk
Recommendation: Note and File.

E. Lease Agreement with Home Start

Reference: Mike James, Assistant City Manager and Public Works Director
Recommendation: Adopt Resolution entitled, "A Resolution of the City Council of the City of Lemon Grove, California, Approving a No Fee Lease Agreement with Home Start.

F. Rejection of Claim - Ratcliff

Reference: Molly Brennan, Administrative Services Director
Recommendation: Reject Claim

Public Hearing:

2. Appeal of the Community Development Department's Decision to Deny Minor Use Permit No. MUP-190-0005, A Request for Early Separation Findings to Establish a Medical Marijuana Dispensary at 3648 Olive Street in the Heavy Commercial Zone.

Reference: Noah Alvey, Community Development Manager
Recommendation: Conduct the Public Hearing, Receive Public Comment, and Adopt a Resolution of the City Council of the City of Lemon Grove, California, Denying Administrative Appeal No. AA1-900-0003, Upholding the Community Development Department's Decision to Deny Minor Use Permit No. MUP-190-0005; a Request for Early Separation Findings to Establish a Medical Marijuana Dispensary at 3648 Olive Street, Lemon Grove, California.

Reports to Council:

3. California Joint Powers Insurance Authority (JPIA) Participation

Reference: Molly Brennan, Administrative Services Director
Recommendation:

1. Authorize participation in the California Joint Powers Insurance Authority (CJPIA) and approve the use of the CJPIA and Alliant Insurance Services for other insurance needs; and
2. Adopt a resolution (Attachment B) to join the California Joint Powers Insurance Authority and execute the Joint Powers Agreement (Attachment C); and
3. Adopt a resolution (Attachment D) to join the California Joint Powers Insurance Authority's Primary Liability Protection Program; and
4. Adopt a resolution (Attachment E) delegating tort liability claims handling responsibilities to the California Joint Powers Insurance Authority; and
5. Adopt a resolution (Attachment F) to join the California Joint Powers Insurance Authority's Excess Workers' Compensation Protection Program; and
6. Adopt a resolution (Attachment G) to provide Worker's Compensation Coverage for certain City of Lemon Grove volunteers; and
7. Authorize the City Manager, or their designee, to execute the CJPIA related agreements and documents; and
8. Authorize the Administrative Services Director, or their designee, to fund and replenish reserve funds for the payment of the self-insured retention (SIR) portion of workers' compensation claims.

Closed Session:

1. LIABILITY CLAIM
Government Code Section 54956.95
Claimant: Farson
Agency Claimed Against: City of Lemon Grove

Adjournment

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

I, Shelley Chapel, MMC, 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 May 5, 2020, to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Shelley Chapel
Shelley Chapel, MMC, 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 schapel@lemongrove.ca.gov. A full agenda packet is available for public review at City Hall



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A

Meeting Date: May 5, 2020
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Kristen Steinke, City Attorney
Item Title: **Waive the Full Text Reading of all Ordinances**

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

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.B

Meeting Date: May 5, 2020
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Molly Brennan, Administrative Services Director
<mailto:MBrennan@lemongrove.ca.gov>

Item Title: City of Lemon Grove Payment Demands

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:

Molly Brennan, Administrative Services Director
For Council Meeting: 05/05/20

ACH/AP Checks 04/14/20-04/22/20

1,175,793.79

Payroll - 04/21/20

114,947.63

Total Demands

1,290,741.42

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Apr7 20	US Treasury	04/14/2020	Federal Taxes 4/7/20	24,716.41	24,716.41
ACH	Refill 4/15/20	Pitney Bowes Global Financial Services LLC	04/17/2020	Postage Usage 4/15/20	250.00	250.00
ACH	64809952	WEX Bank	04/17/2020	Fuel - Fire Dept - Mar'20	89.48	89.48
ACH	Jan20	San Diego County Sheriff's Department	04/21/2020	Law Enforcement Services - Jan'20	514,060.32	514,060.32
12816	2020-03	American Asphalt South, Inc.	04/15/2020	FY2019-20 St Rehab Proj/Contract # 2020-10 thru 2/28/20	552,551.67	552,551.67
12817	Mar2020	BCC	04/15/2020	LTD Insurance - Mar'20 Life Insurance - Mar'20	709.56 510.60	1,220.16
12818	May 2020	California Dental Network Inc.	04/15/2020	California Dental Insurance -May20	342.12	342.12
12819	CarsForYou	Cars For You	04/15/2020	Refund/Cars For You/Duplicate Payment/Fire Fee	38.00	38.00
12820	Castellanos	Castellanos, Cindy	04/15/2020	Refund/Castellanos, Cindy/Deposit - LBH- 5/2/20 COVID-19	300.00	300.00
12821	20401088	CSAC Excess Insurance Authority	04/15/2020	Employee Assistance Program - Apr-Jun 20	334.95	334.95
12822	Dell	Dell Investment Prop	04/15/2020	Refund/Dell Investment Prop/Late Fee	8.50	8.50
12823	Fotu	Fotu, Leigagato	04/15/2020	Refund/Fotu, Leigagato "Nana"/Deposit - LBH- 6/6/20 COVID-19 Refund/Fotu, Leigagato "Nana"/Rental - LBH- 6/6/20 COVID-19	200.00 300.00	500.00
12824	Lee	Lee, James	04/15/2020	Refund/Lee, James R/Permit Cancellation - B20-0137	592.86	592.86
12825	Mataitusi	Mataitusi, Kilisi	04/15/2020	Refund/Mataitusi, Kilisi/Deposit - CC- 5/9/20 COVID-19	200.00	200.00
12826	IN1444405 IN1444845	Municipal Emergency Services Inc.	04/15/2020	7 Snap Change Gas Cylinders/Carbon-Wrapped, Pressure 4500,30 Min QRAE3 Calibration Kit/Gas Mix/Regulator & Tubing	6,750.54 806.02	7,556.56
12827	6962	North County EVS, Inc.	04/15/2020	E310 AM Service & Safety Inspection/Repair Coolant Leak/PkgBrake	9,919.74	9,919.74
12828	67619892	Occupational Health Centers of CA, A Medical	04/15/2020	Medical Exam - 4/6/20	140.50	140.50
12829	3010313404	Parkhouse Tire Inc.	04/15/2020	E10 - 4 Tires & Installation	1,853.66	1,853.66
12830	Apr-20	Preferred Benefit Insurance Administrators	04/15/2020	Dental Insurance- PPO -Apr'20	3,634.40	3,634.40
12831	017360254	San Diego Union Tribune	04/15/2020	Recruitment/Job Posting/Tech I - Jan '20	499.00	499.00
12832	FAUD-00002190	State Controller	04/15/2020	Annual Street Report 7/1/19-6/30/20	2,806.78	2,806.78
12833	Apr2020	BCC	04/22/2020	Life Insurance - Apr'20 LTD Insurance - Apr'20	510.60 710.15	1,220.75
12834	4/21/20	California State Disbursement Unit	04/22/2020	Wage Withholding Pay Period Ending 4/21/20	161.53	161.53
12835	Mar20	Colonial Life	04/22/2020	Colonial Optional Insurance -Mar20	515.56	515.56
12836	0303202305 0331202305 0414202305	Domestic Linen- California Inc.	04/22/2020	Shop Towels & Safety Mats 3/3/20 Shop Towels & Safety Mats 3/31/20 Shop Towels & Safety Mats 4/14/20	92.70 92.20 94.20	279.10
12837	INV1017589	George Hills Company	04/22/2020	TPA Claims- Adjusting/Other Services - Mar 20	1,426.30	1,426.30
12838	21284-Feb20 21284-Mar20	Grant & Kessler, APC	04/22/2020	Legal Svcs/ WIT & SWRAJ - thru 2/29/20 Legal Svcs/ WIT & SWRAJ - thru 3/31/20	6,414.84 3,433.95	9,848.79
12839	20-4772	I love a Clean San Diego	04/22/2020	ILACSD Recycling Educ Community Outreach Events thru 3/31/20	1,900.00	1,900.00
12840	Apr21	ICMA	04/22/2020	ICMA Deferred Compensation Pay Period Ending 4/21/20	780.77	780.77
12841	1496082	Liebert Cassidy Whitmore	04/22/2020	Prof Svcs: LE050-00006 CalPERS Audit thru 3/31/20	2,364.00	2,364.00
12842	Mar20 Mar20 Mar20 Mar20	Lounsbery Ferguson Altona & Peak LLP	04/22/2020	General 03529-00001 Mar'20 Code Enforcemt 03529-00002 Mar'20 03529-00006 Mar'20 03529-00015 Mar'20 03529-00016 Mar'20	9,679.78 215.80 132.80 415.00 149.40	10,592.78
12843	Mar20	SDG&E	04/22/2020	Gas & Electric 2/24/20-3/24/20	21,267.11	21,267.11

12844	Apr 23 Apr 9	Southern CA Firefighters Benefit Trust	04/22/2020 LG Firefighters Benefit Trust 4/23/20 LG Firefighters Benefit Trust 4/9/20	830.70 830.70	1,661.40
12845	STMT 3/23/2020	US Bank Corporate Payment Systems	04/22/2020 Postage - Fire Lodging & Transpo/PARMA Conference/Monterey/2/24-28/20 James Credit - AutoCAD Annual Subscription Cancellation Vehicle Maint/Battery Charger/Air Filter/Coolant - Fire Fire Station Supplies - Detergent/Cord Protector/Oil Absorbent Vehicle Maint/4 Tires & Installation - Utility 10 F350 Fire Webinar/COVID19 Employmt Issues/Brennan Passport Supplies/ID Checking Guide/Envelopes/Pens/Posters Nameplates - Bell/Prahalad Recruitment/Lunch for Interview Panel/Mgmt Analyst 3/19/20 Supplies/Streets Workshop 2/28/20 Supplies/Daycamp Daycamp/SkyZone 8/5/20 - Deposit	8.30 1,670.90 -1,610.00 161.70 107.23 601.89 75.00 220.78 28.02 96.88 61.34 138.55 600.00	2,160.59
				1,175,793.79	1,175,793.79



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C

Meeting Date: May 5, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Shelley Chapel, City Clerk

Schapel@lemongrove.ca.gov

Item Title: **Approval of City Council Meeting Minutes**

Recommended Action: Approval of City Council Meeting Minutes.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF REGULAR MEETING
OF THE LEMON GROVE CITY COUNCIL
VIRTUAL MEETING VIA ZOOM**

TUESDAY, APRIL 21, 2020

*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.*

Regular Meeting of the City Council of the City of Lemon Grove, California, took place virtually only pursuant to California Governor Executive Orders N-25-20, N-29-20 and N-35-20, and in the interest of public health and safety, we temporarily took actions to prevent and mitigate the spread and effects of the COVID-19 pandemic by holding City Council and other public meetings via virtual video media only.

Call To Order:

Mayor Vasquez called the Regular Meeting to order at 6:02 p.m.

Present: Mayor Racquel Vasquez, Mayor Pro Tem Jennifer Mendoza, Councilmember Yadira Altamirano, Councilmember David Arambula, and Councilmember Jerry Jones.

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, Fire Chief Steve Swaney, San Diego County Sheriff Lieutenant Rand, and Shelley Chapel, City Clerk.

Pledge of Allegiance was led by Councilmember Altamirano.

Public Comment was read into the Record by City Clerk, Chapel: None.

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City

Mayor Pro Tem Mendoza attended the following meetings and events:

- Virtual SANDAG Transportation Meeting

Mayor Vasquez attended the following meetings and events:

- Virtual SANDAG Board of Directors Meeting
- Virtual California Office of Emergency Services

Consent Calendar:

- 1.A Waive Full Text Reading of All Ordinances on the Agenda.
- 1.B Ratification of Payment of Demands
- 1.C City Council Meeting Minutes for Special Emergency Meeting of March 31, 2020 and Regular Meeting of April 7, 2020.
- 1.D Resolution No. 2020-3713 Approving Regional Transportation Congestion Improvement Amendment
- 1.E Rejection of Claim – Britton
- 1.F Rejection of Claim – Stidum

- 1.G Resolution No. 2020-3714 Accepting of FY 19 State Homeland Security Grant Program Urban Areas Security Initiative Funds (UASI)
- 1.H Resolution No. 2020-3715 Adopting Local Agency Investment Fund Authorization

Action: Motion by Councilmember Arambula, seconded by Mayor Pro Tem Mendoza, to approve Consent Calendar Items 1.A-1.H.

The motion passed by the following vote:

Ayes: Vasquez, Mendoza, Altamirano, Arambula, Jones

Noes: None.

Reports to Council:

- 2. Resolution Declaring the Results of the Tuesday, March 3, 2020, Statewide Presidential Primary Election

Mayor Vasquez introduced City Clerk, Shelley Chapel, who gave the report and PowerPoint presentation.

No Public Comment.

Action: Motion by Mayor Pro Tem Mendoza, seconded by Councilmember Arambula, to approve.

Motion passed by the following vote to adopt Resolution No. 2020-3712, Reciting the Fact of the Statewide Presidential Primary Municipal Election Held on Tuesday, March 3, 2020, Declaring the Result and Such Other Matters as Provided by Law.

Ayes: Vasquez, Mendoza, Altamirano, Arambula, Jones

Noes: None.

- 3. Resolution Approving the Fiscal Year 2020-2021 Road Maintenance Rehabilitation Account Funding Allocation

Mayor Vasquez introduced Assistant City Manager / Public Works Director, Mike James who gave the report.

No Public Comment.

Action: Motion by Councilmember Altamirano, seconded by Mayor Pro Tem Mendoza, to approve.

Motion passed by the following vote to adopt Resolution No. 2020-3716, Approving a List of Projects for Fiscal Year 2020-2021 Funded by SB1: The Road Repair and Accountability Act of 2017.

Ayes: Vasquez, Mendoza, Altamirano, Arambula, Jones

Noes: None.

Mayor Vasquez announced that a Special City Council Meeting – Budget Workshop will be held Tuesday, April 28, 2020 at 5:00 p.m.

City Attorney Steinke convened the meeting into Closed Session at 6:23 p.m. Closed Session was conducted via teleconference phone line separate from the “virtual meeting.” The Audio Recording for the Meeting was paused at that time.

Closed Session:

1. LIABILITY CLAIM

Government Code Section 54956.95

Claimant: Ratcliff

Agency Claimed Against: City of Lemon Grove

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Government Code § 54956.9(a)

Name of Case: Citrus St Partners, LLC vs City of Lemon Grove

San Diego Superior Court - Case No.: 37-2019-00064690-CU-MC-CTL)

The meeting was reconvened into Open Session at 6:59 p.m. with all Councilmembers present, the City Attorney reported there was no action taken in Closed Session.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 7:04 p.m. to a meeting to be held Tuesday, April 28, 2020, as a Virtual Meeting, for a Special City Council Meeting – Budget Workshop.

Shelley Chapel, MMC
City Clerk

**MINUTES OF SPECIAL MEETING – BUDGET WORKSHOP
OF THE LEMON GROVE CITY COUNCIL
VIRTUAL MEETING VIA ZOOM**

TUESDAY, APRIL 28, 2020

*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.*

Regular Meeting of the City Council of the City of Lemon Grove, California, took place virtually only pursuant to California Governor Executive Orders N-25-20, N-29-20 and N-35-20, and in the interest of public health and safety, we temporarily took actions to prevent and mitigate the spread and effects of the COVID-19 pandemic by holding City Council and other public meetings via virtual video media only.

Call To Order:

Mayor Vasquez called the Regular Meeting to order at 6:02 p.m.

Present: Mayor Racquel Vasquez, Mayor Pro Tem Jennifer Mendoza, Councilmember Yadira Altamirano, Councilmember David Arambula, and Councilmember Jerry Jones.

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, and Shelley Chapel, City Clerk.

Pledge of Allegiance was led by Mayor Vasquez.

Reports to Council:

City Manager Romero introduced the item and Administrative Services Director Brennan.

FY 2019-20 and FY2020-2021 General Fund Budget Discussion

Molly Brennan, Administrative Services Director and Lydia Romero, City Manager gave the report and PowerPoint Presentation.

Mayor called a brief recess at 6:42 p.m. the meeting reconvened with all members present. The virtual recording was paused.

City Council provided direction to staff to return on Tuesday, May 12, 2020 at 5:00 p.m. for additional discussion and direction.

City Manager Romero reminded the public that comments, and suggestions can be emailed to budget@lemongrove.ca.gov

Mayor Vasquez announced that the next Virtual Regular City Council Meeting would be held Tuesday, May 5, 2020 at 6:00 p.m.

Adjournment:

There being no further business to come before the Council, the meeting was adjourned at 8:04 p.m. to a meeting to be held Tuesday, May 5, 2020, as a Virtual Meeting, for a Regular City Council Meeting.

Shelley Chapel, MMC
City Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.D

Meeting Date: May 5, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Shelley Chapel, City Clerk

Schapel@lemongrove.ca.gov

Item Title: **Note and File Planning Commission Meeting Minutes**

Recommended Action: Note and file.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF A MEETING OF
THE LEMON GROVE PLANNING COMMISSION
MONDAY, MARCH 9, 2020**

Call To Order:

Chair Bailey called the Special Meeting to order at 6:05 p.m.

Present: Chair Bailey, Commissioner Browne (arrived at 6:06 p.m.), Commissioner LeBaron, Commissioner Evans, and Commissioner Smith.

Absent: None.

Staff Members Present:

City Manager, Lydia Romero, Planning Commission Attorney Punam Prahalad, City Clerk/Commission Clerk Shelley Chapel, Noah Alvey, Community Services Manager, and Mike Viglione, Associate Planner.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Commissioner Evans.

Approval of Meeting Minutes

1. November 25, 2019 Regular Meeting

Action: Motion by Commissioner LeBaron, seconded by Commissioner Smith to approve meeting minutes.

The motion passed by the following vote:

Ayes: Bailey, Browne, LeBaron, and Smith

Abstain: Evans

Changes to the Agenda:

Chair Bailey asked Planning Commission Clerk, Shelley Chapel to administer the Oath of Office to newly appointed Commissioner Miranda Evans. Mrs. Evans was appointed by the City Council on December 3, 2019, to fulfill the term vacated by former Planning Commissioner Relucio who resigned her seat as she relocated outside of the city limits.

Public Comment: There were no speakers.

Public Hearing:

2. Climate Action Plan

Noah Alvey, Community Development Manager presented the staff report and PowerPoint Presentation.

Chair Bailey opened the Public Hearing at 6:29 p.m.

Appeared to comment were: Galena Robertson, Evelyn Andrade, Jeanne M. Peterson, John Michno, and Erik Haverstein.

Action: The public hearing was closed at 7:11 p.m. on a motion by Commissioner Evans, and second by Commissioner Smith and to adopt Resolution No. 2020-01.

The motion passed by the following vote:

Ayes: Bailey, Browne, Evans, LeBaron, and Smith

Noes: None

Chair Bailey asked for a Motion to Adjourn Meeting. Commissioner Smith made the motion, seconded by Commissioner Evans.

Ayes: Bailey, Browne, Evans, LeBaron, and Smith

Noes: None

Adjournment:

There being no further business to come before the Commission, the meeting was adjourned at 7:23 p.m. to a meeting to be held Monday, April 27, 2020, in the Lemon Grove Community Center located at 3146 School Lane, for a Regular meeting.

Shelley Chapel, MMC
Planning Commission Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E

Meeting Date: May 5, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Mike James, Assistant City Manager / Public Works Director

mjames@lemongrove.ca.gov

Item Title: Lease Agreement with Home Start

Recommended Action: Adopt a resolution approving a lease agreement with Home Start.

Summary: On February 18, 2020, the City Council directed staff to offer workspace for Home Start to operate within City Hall. Staff worked with Home Start to finalize a lease agreement to operate a satellite office in an unused office space in City Hall. The agreement (Attachment A) formalizes the parameters in which Home Start will be allowed operate in City Hall.

Discussion: At the City Council meeting held on February 18, 2020, staff provided a homelessness partnership plan update that summarized activities that staff performed since the summer of 2018. Staff continues to make progress to complete all the actions that the Council wished to pursue. One specific option, listed as Option #4: Offer Workspace for Home Start to Operate within City Hall, is now finalized and requires the City Council approval to move forward.

The agreement outlines the details in which Home Start has agreed to work from the unused office space in City Hall for Lemon Grove to include specific duties and responsibilities while service its homeless population. It is a month-to-month agreement that does not require a lease payment for the use of approximately 181 square feet of space. No clients will be seen in City Hall but they may be seen outside City Hall or at a different location in the City. Home Start will use the office space during normal City Hall working hours and there will be no other requirements needed other than supplying the office space, wireless internet, copying services for Lemon Grove related activities and access to the kitchen/break room and restrooms.

Staff recommends that this agreement be approved by the City Council. It will allow Home Start's Outreach Coordinator the ability to more frequently visit clients in Lemon Grove as well as support the East County regional effort to help reduce the number of individuals and families that are experiencing homelessness.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

Staff Recommendation: Adopt a resolution approving a lease agreement with Home Start.

Attachments:

Attachment A – Resolution

RESOLUTION NO. 2020 -
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING A NO FEE LEASE AGREEMENT
WITH HOME START

WHEREAS, the City of Lemon Grove is seeking a non-profit organization to provide street outreach and service delivery to those individuals and families that are experiencing homelessness in the City; and

WHEREAS, Home Start was one of four entities that elected to serve the East San Diego County Region with funds from the Homeless Emergency Aid Program authorized by Senate Bill 850, that provided \$18.8 million of one-time block grant funds to the Regional Task Force on the Homeless; and

WHEREAS, since 2018, Home Start has partnered with the City to successfully provide a number of services to aid the homeless population; and

WHEREAS, in order to increase Home Start's success when serving individuals and families experiencing homelessness, the City desires to provide a remote office in City Hall to operate from; and

WHEREAS, in exchange for Home Start's increased presence to serve the City it will not be required to pay a lease for use of an office space and related operational areas; and

WHEREAS, the agreement will enhance the City's level of services to its homeless population.

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

1. Approves the agreement (*Exhibit 1*); and
2. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents which may be necessary for the completion of the agreement.

PASSED AND ADOPTED on May 5 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2020-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

**LEASE AGREEMENT BETWEEN
THE CITY OF LEMON GROVE AND HOME START
FOR PARTIAL USE OF OFFICE SPACE AT CITY HALL**

1. Basic Provisions.

- 1.1 Parties: This Lease ("Lease") is made by and between the City of Lemon Grove ("Lessor") and Home Start ("Lessee"), (collectively, the "Parties", or individually, "Party").
 - 1.1.1 Premises: An office space located at the building known as the City of Lemon Grove City Hall located at 3232 Main Street, Lemon Grove, CA, 91945, consisting of approximately 181 square feet ("Office") as shown in Attachment "A". Lessee shall not have any rights to the building or furnishings. Common areas shown in Attachment "A" also include the copy room, restrooms, and the kitchen/break area.
- 1.2 Term: Commencing on April _____, 2020, the term of the Lease shall be month-to-month, as mutually agreed to by both parties. There shall be no holdover tenancy and any changes shall be subject to a written approval by both parties.
- 1.3 Base Rent: There is no cost to the Lessee. If that changes at any time in the future, both parties will mutually agree to establish a cost per month ("Base Rent"), payable on the 1st day of each proceeding month. Any payments not received by the 10th day of each month will incur a 10 percent late fee penalty.
 - 1.3.1 If a Base Rent is established, an initial deposit will also be mutually agreed upon with the deposit due the next first day of the month-to-month lease.
 - 1.3.2 Annual Rent Increase: Once established, the annual base rent may increase on July 1st each year based on the increase in the Consumer Price Index for All Urban Consumers (CPI-U) in the San Diego Area or 2.5 percent, whichever percent is greater at the discretion of the City Manager. The Lessor has the option to defer any annual rent increase each fiscal year.
- 1.4 Utilities and Premises Maintenance Costs. San Diego Gas & Electric, Helix Water District, telephone, internet and EDCO solid waste costs will be paid for by the Lessor.
 - 1.4.1 If a Base Rent is established, each July 1st, costs for utilities and maintenance will be evaluated by the Lessor to determine if a future cost sharing agreement is necessary.
- 1.5. Agreed Use: Lessee intends to use the Premises to operate as a satellite location to coordinate homeless outreach, schedule field visits, provide services during field visits, and related coordination activities.
 - 1.5.1 The Lessee is authorized to use the conference room (known as Conference Room A) when not programmed for use by the City and only for professional meetings.

1.5.2 Any activity not listed as an agreed use, must be reviewed and approved in writing by the Lessor at least thirty (30) calendar days before its occurrence.

2. Premises.

2.1 Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the Term of the lease, and upon all of the terms, covenants and conditions set forth in this Lease.

2.2 Lessee shall not assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, permit any assignment or other such foregoing transfer of this Lease or any interest hereunder by operation of law, sublet the Premises or any part thereof, or permit the use of the Premises by any persons other than Lessee and its employees.

2.3 Lessor shall deliver the Premises to Lessee an office space that is clean and free of debris on the Start Date and warrants that the existing electrical, plumbing, and lighting, shall be in good operating condition on said date. If a noncompliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such noncompliance, malfunction or failure, rectify same at Lessor's expense.

2.4 Lessee shall be entitled to use any publicly available parking space in the City Hall Parking lot or on a public street. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pickup trucks, herein called "Permitted Size Vehicles."

2.4.1 Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.

2.4.2 Lessee shall not service or store any vehicles in the parking spaces.

3. Possession.

3.1 Lessee Compliance. Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance and secures a business license from the City of Lemon Grove. Pending delivery of such evidence of insurance and approved business license, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession-pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Term shall commence, but Lessor may elect to withhold possession until such conditions are satisfied, in Lessor's sole discretion.

4. Agreed Use.

The Premises shall be used and occupied only for said Agreed Use as defined in Paragraph 1.5 of this Lease. Furthermore, the premises will remain clean and trash free at the conclusion of each use by the Lessee.

5. Insurance Risks/Security

6.1 Indemnity. Lessee shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the Lessee or its employees, agents, or others in connection with its use and occupation of the Premises under this Agreement, except only for those claims arising from the negligence or willful misconduct of the City, its officers, agents, or employees. Lessee's indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the City, its officers, agents, or employees in defending against such claims, whether the same to proceed to judgment or not. Lessee at its own expense shall, upon written request by the City, defend any such suit or action brought against the City, its officers, agents, or employees. Lessor shall hold Lessee harmless from claims arising from Lessor's sole active negligence or sole willful misconduct or that of its officers, agents or employees.

6.2 Insurance.

6.2.1 Lessee shall, throughout the duration of this Agreement, maintain comprehensive general liability or commercial general liability insurance and property damage insurance covering all operations and activities of Lessee, its agents and employees, performed in connection with this Agreement including but not limited to, its personal property, the interior improvements of the PREMISES and automobile coverage. Lessee shall obtain and maintain fire, extended coverage, and vandalism insurance policy(s) on all insurable property on the PREMISES, including the PREMISES.

6.2.2 Lessee shall maintain the following minimum limits:

<u>General Liability</u>	
Combined Single Limit	
Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

6.2.3 All insurance companies affording coverage to the Lessee shall be required to add the City of Lemon Grove as an "additional insured" under the insurance policy(s) required in accordance with this Agreement.

6.2.4 All insurance companies affording coverage to the Lessee shall be insurance organizations authorized by the Insurance Commissioner of the State Department of Insurance to transact the business of insurance in the State of California.

- 6.2.5 Lessee shall provide a thirty (30) day written notice to the City of Lemon Grove should any insurance policy be canceled before the expiration date. For the purposes of this notice requirement, any material change in any policy prior to the expiration shall be considered a cancellation. Cancellation of any coverage required by the terms hereof shall be grounds for termination of this Lease pursuant to the provisions of section 6.2.9 hereof.
- 6.2.6 Lessee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, and endorsements thereon, in a form satisfactory to the City Attorney concurrently with the submittal of this Agreement.
- 6.2.7 Lessee shall provide a substitute certificate of insurance no later than thirty (30) days prior to the policy expiration date. Failure by the Lessee to provide such a substitution and extend the policy expiration date shall be considered a default by Lessee and subject the Lessee to a termination of this Agreement.
- 6.2.8 Maintenance of insurance by the Lessee as specified in this Agreement shall in no way be interpreted as relieving the Lessee of any responsibility whatever and the Lessee may carry, at its own expense, such additional insurance as it deems necessary.
- 6.2.9 If Lessee fails or refuses to procure and maintain the required insurance, or fails to provide the proof of coverage, Lessor, has the right but not the obligation, to obtain the insurance. Lessee shall reimburse Lessor for the premiums paid with interest at the maximum allowable legal rate then in effect in California. Lessor shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by Lessee on the first (1st) day of the month following the notice of Payment by the Lessor. Notwithstanding the preceding provisions of this Subsection, any failure or refusal by Lessee to procure or maintain insurance as required in this Agreement, or failure to provide proof of Insurance, shall be deemed a default under this Agreement.
- 6.2.10 Lessee may choose to satisfy the insurance obligations identified in this Lease through a self-insurance program or a self-insurance joint powers agency or agreement.

7 Attorney's Fees.

If any Party brings an action or proceeding involving the Premises whether founded in tort, contract, or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court

fee schedule but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

8 Dispute Resolution.

8.1 Mediation: Lessor, Lessee, and Broker(s) agree to mediate any dispute or claim arising between them out of this agreement or any resulting transaction, before resorting to arbitration or court action. Paragraphs (2) and (3) below apply whether or not the arbitration provision is initiated. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover any attorney fees, even if they would otherwise be available to that party in any such action. This mediation provision applies whether or not the arbitration provision is initiated.

8.2 Arbitration Disputes: (1) Lessee and Lessor agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through meditation, shall be decided by neutral, binding arbitration, including and subject to paragraphs (2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration conducted in accordance with Part III; Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure 1283.05. (2) EXCLUSIONS FROM MEDIATION AND ARBITRATION: The following matters are excluded from mediation and arbitration: (i) a judicial or nonjudicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code 2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death or any right of action to which Code of Civil Procedure 337.1 or 337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions. (3) Brokers: Lessor and Lessee agree to mediate and arbitrate disputes or claims involving either or both brokers, provided either or both brokers have agreed to such mediation or arbitration prior to, or within a reasonable time after, the dispute or claim is presented to brokers. Any election by either or both brokers to participate in mediation or arbitration shall not result in brokers being deemed parties to the agreement.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP YOUR RIGHTS TO DISCOVERY AND

APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION.

Initials: Lessor: _____ Lessee: _____

9 Premises Condition.

Lessor, at the Lessor's sole cost and expense, shall provide the building in AS-IS condition with the following exceptions:

9.1 All City items not requested to stay during initial walk through shall be removed.

10 Scheduling.

10.1 The Lessor has all priority rights to use the Premises and will make reasonable accommodations if a scheduling conflict occurs.

11 Use of City Equipment.

The following City owned items may be used by the Lessee during the schedule hours of occupation:

11.1 Office furnishings

11.2 Shared areas that include restrooms, copy room, and kitchen/break area.

12 Capital Improvements.

During the entire duration of this agreement, the Lessor will be responsible for major capital improvement replacement and major maintenance activities. If specific actions that cause the required improvements are directly associated with negligent acts of the Lessee, the Lessee will then be responsible for the cost to repair and/or replace the capital projects.

13 Termination.

Either party may terminate this lease upon thirty (30) days written notice to the other party pursuant to Section 14 below.

13.1 After a termination request has been received, a site walk will be performed by both Parties to determine if the facility is in the same condition as it was in the initial occupation.

13.2 Any costs to repair or replace the facility not attributed to Lessor in section 12, will be paid for by the Lessee through the deposit. Any costs that exceed the deposit shall be paid by Lessee.

- 13.3 If costs of repair are less than the amount of the deposit, the remainder shall be returned to Lessee within 30 days of the final repair invoice payment by Lessor. Should there not be any repair or replacement costs, the full deposit will be returned to the Lessee within thirty (30) days of the final date of occupation.

14 Notices.

All notices, consents, demands and other communications from one party to the other given pursuant to the terms of this Lease or under the laws of the State of California, including but not limited to notice under the provisions of Section 1161 of the California Code of Civil Procedure and Section 1946 of the California Civil Code, shall be in writing and shall be deemed to have been fully given when deposited in the United States mail, certified or registered, postage prepaid, and addressed to Lessee or Lessor at the addresses respectively specified below or to such other place as Lessee or Lessor may from time to time designate by a written notice to the other; or, in the case of Lessee, delivered to Lessee at the Premises or at any place where Lessee or any agent or employee of Lessee may be found if sent subsequent to Lessee's vacating, deserting, abandoning or surrendering of the Premises. Lessee hereby agrees that service of notice in accordance with the terms of this Lease shall be in lieu of the methods of service specified in Section 1162 of the California Code of Civil Procedure. The provisions of subdivision (a) of Section 1013 of the California Code of Civil Procedure, extending the time within which a right may be exercised or an act may be done, shall not apply to a notice given pursuant to this Lease.

The contact information for Lessor is: City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945
Attention: Lydia Romero, City Manager
Email: romero@lemongrove.ca.gov
Phone: 619-825-3800

The contact information for Lessee is: Home Start
5005 Texas Street, Suite 203
San Diego, CA 92108
Attention: Laura A. Tancredi-Baese
Email: ltancredit-baese@home-start.org
Phone: 619-692-0727

Waiver of Relocation Benefits.

Lessee understands it may be entitled to relocation benefits pursuant to Government Code section 7260 et seq. In consideration for the terms of this Lease, Lessee knowingly waives any right to said relocation benefits pursuant to Civil Code section 3513.

SIGNATURES FOLLOW

The Agreement has been executed by the Parties as of the dates set forth below:

Signature: _____

Signature: _____

By Lessor: City of Lemon Grove

By Lessee: Home Start

Printed Name: Lydia Romero

Printed Name: Laura A. Tancredi-Baese

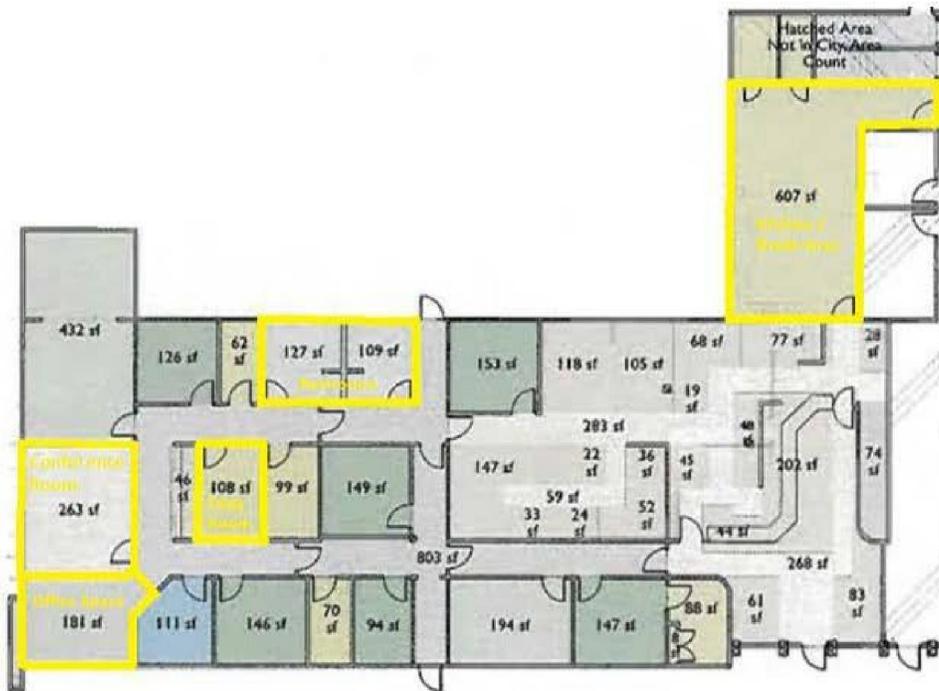
Title: City Manager

Title: Chief Executive Officer

Signature Date: _____

Signatures Date: _____

Attachment A – Site Plan
 City Hall
 3232 Main Street





CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.F.

Meeting Date: May 5, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

Staff Contact: Molly Brennan, Administrative Services Director

mbrennan@lemongrove.ca.gov

Item Title: **Rejection of Claim**

Recommended Action: That the City Council rejects a claim submitted by Edward Ratcliff.

Summary: On March 24, 2020, the City of Lemon Grove received a claim from Edward Ratcliff. After reviewing the claim, staff recommends that the City Council rejects the claim.

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: That the City Council rejects a claim submitted by Edward Ratcliff.

Attachments: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2

Meeting Date: May 5, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Community Development Department

Staff Contact: Noah Alvey, Community Development Manager

Nalvey@lemongrove.ca.gov

Item Title: **Public Hearing for an Appeal of the Community Development Department's Decision to Deny Minor Use Permit No. MUP-190-0005, A Request for Early Separation Findings To Establish a Medical Marijuana Dispensary at 3648 Olive Street in the Heavy Commercial Zone.**

Recommended Action:

- 1) Conduct the public hearing;
- 2) Receive public comment; and
- 3) Adopt a Resolution (**Attachment A**) denying Administrative Appeal No. AA1-900-0003, upholding the Community Development Department's decision to deny Minor Use Permit No. MUP-190-0005; a request for early separation findings to establish a medical marijuana dispensary at 3648 Olive Street, Lemon Grove, California.

Summary:

On December 3, 2019, the Community Development Department denied Minor Use Permit Application No. MUP-190-0005, a request for early separation findings to establish a Medical Marijuana Dispensary (MMD) at 3648 Olive Street. Staff denied the application because the subject property is located within 1,000 feet of a public park (Promenade Park). The appellant, Mr. Christopher Williams, subsequently filed an appeal indicating, "The application was filed on September 30, 2019. At that time City staff gave the address of 3240 Main St. as the park. After that I requested by PRA [Public Records Act] list of all parks by City Clerk. Main St. Promenade was not listed. This info provided by the City encouraged me to move forward."

In conjunction with the submittal of the application for early separation findings at 3648 Olive Street and during the appeal period, staff provided additional information to the appellant regarding the physical location of Promenade Park, the creation of a Park Maintenance District, and recommended that the applicant not proceed with the proposed separation findings because 3648 Olive Street is located within 1,000 feet of a public park (Promenade Park).

Background:

Measure V & Chapter 17.32 of the Lemon Grove Municipal Code – On November 8, 2016, voters in the City of Lemon Grove passed Measure V, an initiative removing the City’s prohibition of Medical Marijuana Dispensaries (MMDs) and establishing performance standards and a permit process by which MMDs may be established. Pursuant to Chapter 17.32 of the Lemon Grove Municipal Code (LGMC), the operation of an MMD requires the approval of a Conditional Use Permit (CUP) application, which may only be submitted if the proposed facility is within the allowed zones and observes a 1,000 foot separation from the regulated and protected uses, which include other dispensaries, any public or private preschool and schools, licensed daycare facilities, any park or playground, and alcohol and substance abuse treatment centers.

The adopted regulations required a separation finding to be made by the decision body at the time of final decision on the application. This required the applicant to prepare all necessary plans and studies to the satisfaction of staff before eligibility for the required separation finding with the final decision. On January 15, 2019, the City Council approved Ordinance No. 450, providing a new process through the use of a Minor Use Permit (MUP), for making an early separation finding prior to a final decision and would not restrict an applicant from obtaining a permit at the time of project approval.

Pending Applications – The appellant has received approvals to proceed with MMD applications at two locations within the City:

- 6915 North Ave. – Authorized to proceed with an MMD application in 2017. The most recent action by staff was an incomplete notice issued on August 8, 2019. A response to the incomplete notice has not been received.
- 8280 Broadway – Authorized to proceed with MMD application on November 5, 2019. A response to the approval notice has not been received.

3648 Olive St. – In the fall of 2017, staff received complaints of an illegal marijuana dispensary operating at 3648 Olive St. A subsequent inspection by Code Enforcement and Heartland Fire & Rescue confirmed the presence of an illegal marijuana dispensary along with other building and fire code violations. City records indicate that the illegal marijuana dispensary ceased operations after the inspection. Additionally, records indicate that property ownership has not changed since the operation of the illegal marijuana dispensary.

On September 30, 2019, the appellant filed Minor Use Permit Application No. MUP-190-0005 (**Attachment B**), a request for early separation findings to establish an MMD at 3468 Olive St. At the time of submittal, staff informed the appellant that the subject property may be located within 1,000 feet of the Promenade Park and recommended that the appellant reconsider submittal of the application. The appellant also filed several Public Records Act requests related to public parks within the City.

On December 3, 2019, the Community Development Department denied MUP-190-0005 citing that the nearest protected use (public park) is located approximately 576 feet from the proposed dispensary site when measured from property line to property line and 750 feet from the proposed dispensary site when measured from property line to property line along the public right-of-way and avoiding constructed barriers (**Attachment C**).

On December 9, 2019, staff transmitted additional information to the appellant by e-mail (**Attachment D**) including photographs of Promenade Park signage and the following resolutions adopted by the City Council related to maintenance and programming of Promenade Park:

- Resolution No. 2013-3172 – Intent to form a Community Facilities District (CFD) for Park Maintenance
- Resolution No. 2013-3182 – Establishing a CFD for Park Maintenance with a Scope of Services
- Resolution No. 2014-3296 – Agreement to manage a Farmer’s Market at Promenade Park

On December 16, 2019, the appellant filed AA1-900-0003 (**Attachment E**), which states, “The application was filed on September 30, 2019. At that time City staff gave the address of 3240 Main St. as the park. After that I requested by PRA [Public Records Act] list of all parks by City Clerk. Main St. Promenade was not listed. This info provided by the City encouraged me to move forward.”

Municipal Code Definitions - Section 12.20.030 of the Municipal Code indicates that “Park” or “city park” means, “the land and easements owned or leased by the city of Lemon Grove which, by ordinance, resolution, encroachment permit, regulation or agreement, are dedicated to or operated by the city for purposes of sports, community gardens, and public recreation.” Furthermore, Section 17.32.090.B.2 of the Municipal Code indicates that a medical marijuana dispensary must not be located, “Within one thousand feet from any protected use which is located either inside or outside the jurisdiction of the city” and Section 17.32.050 of the Municipal Code indicates, “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.”

Appeal Hearing Information – On March 5, 2020, City staff and the appellant agreed on the appeal hearing date for April 21, 2020. Due to concerns of procedural changes of the hearing in order to meet local and state physical distancing requirements caused by the spread of COVID-19, City staff delayed the hearing date to allow an in-person meeting so that the appellant would have the opportunity to fully present the appeal and have the opportunity to hear any comments the public may have regarding the appeal. Ultimately, the appellant requested to proceed with the appeal hearing given limitations due to social distancing requirements. On April 8, 2020, the appellant requested the appeal be scheduled for public hearing on May 5, 2020.

Discussion:

The appeal application indicates that, “The application was filed on September 30, 2019. At that time City staff gave the address of 3240 Main St. as the park. After that I requested by PRA [Public Records Act] list of all parks by City Clerk. Main St. Promenade was not listed. This info provided by the City encouraged me to move forward.”

The background information contained in this staff report reflects that staff communicated concerns related to minimum separation requirements between 3648 Olive St. and Promenade Park during the submittal process and prior to the appeal being filed. Documents provided to the appellant included documentation of park signage and multiple resolutions related to park maintenance and programming confirming that Promenade Park is operated by the City as a park.

The appeal application further asserts that the address of 3240 Main St. should be used to determine the separation distance from 3648 Olive St. The Municipal Code does not reference addresses for use when measuring separation requirements, but it does require the measurement from “land” that is operated by the City for “public recreation”. Using the City’s ESRI ArcGIS Geographic Information System, staff determined the Promenade Park is located approximately 576 feet from 3648 Olive St., which was measured from property line to property line. In addition, staff measured the distance using public sidewalks which measured approximately 750 feet (**Attachment F**), confirming that 3648 Olive St. does not meet the separation requirements from Promenade Park.

Environmental Review:

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

Fiscal Impact:

No fiscal impact.

Public Notification: On April 23, 2020, the Notice of Public Hearing for this item was published the East County Californian and mailed to all property owners within 1,000 feet of the subject property. Prior to the publication of this staff report, staff received two comments in response to the Notice of Public Hearing (**Attachment G**). The comments primarily related to traffic and safety concerns based on the illegal marijuana dispensary that previously operated at the site. Staff will provide the City Council with any comments received after the date this staff report was prepared.

Staff Recommendation:

- 1) Conduct the public hearing;
- 2) Receive public comment; and
- 3) Adopt a Resolution (**Attachment A**) denying Administrative Appeal No. AA1-900-0003, upholding the Community Development Department's decision to deny Minor Use Permit No. MUP-190-0005; a request for early separation findings to establish a medical marijuana dispensary at 3648 Olive Street, Lemon Grove, California.

Attachments:

Attachment A – Resolution

Attachment B – Minor Use Permit (MUP-190-0005) Application

Attachment C – Staff's Denial Letter for MUP-190-0005

Attachment D – E-mail correspondence to appellant dated December 9, 2019

Attachment E – Administrative Appeal (AA1-900-0003) Application

Attachment F – Separation Exhibit

Attachment G – Public comments

RESOLUTION NO. 2020-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, DENYING ADMINISTRATIVE APPEAL NO. AA1-900-0003, UPHOLDING THE COMMUNITY DEVELOPMENT DEPARTMENT'S DECISION TO DENY MINOR USE PERMIT NO. MUP-190-0005; A REQUEST FOR EARLY SEPARATION FINDINGS TO ESTABLISH A MEDICAL MARIJUANA DISPENSARY AT 3648 OLIVE STREET, LEMON GROVE, CALIFORNIA.

WHEREAS, on September 30, 2019, the appellant, Christopher Williams, filed Minor Use Permit No. MUP-190-0005, a request for early separation findings to establish a Medical Marijuana Dispensary (MMD) at 3648 Olive Street, Lemon Grove, CA; and

WHEREAS, Lemon Grove Municipal Code (LGMC) Section 17.32.090(B) establishes the distance requirements between dispensaries (including MMDs) as a regulated use and protected land uses, including public parks, playgrounds, licensed day care facilities, schools and alcohol and substance abuse treatment centers as defined in the Municipal Code and requires a minimum separation of 1,000 feet; and

WHEREAS, City Staff verified the presence of a public park (Promenade Park) located between the Lemon Grove Trolley Depot and Citronica Lane, north of Broadway and south of North Ave.; and

WHEREAS, on December 3, 2019, the Community Development Department denied Minor Use Permit No. MUP-190-0005 because the subject property is located within 1,000 feet of the Promenade Park; and

WHEREAS, on December 16, 2019, the appellant filed AA1-900-0003, an administrative appeal of the Community Development Department's determination that the property is located 1,000 feet of a park stating, "The application was filed on September 30, 2019. At that time City staff gave the address of 3240 Main St. as the park. After that I requested by PRA [Public Records Act] list of all parks by City Clerk. Main St. Promenade was not listed. This info provided by the City encouraged me to move forward;" and

WHEREAS, City staff communicated concerns related to minimum separation requirements between 3648 Olive St. and Promenade Park to the appellant during the application submittal process and prior to the appeal being filed; and

WHEREAS, the Municipal Code does not reference addresses for use when measuring separation requirements, but it does require the measurement from “land” that is operated by the City for “public recreation”; and

WHEREAS, the Promenade Park has signage installed identifying park restrictions and regulations, and the park is operated and maintained by the City for public recreation and is located between the Lemon Grove Trolley Depot and Citronica Lane, north of Broadway and south of North Ave.; and

WHEREAS, Notice of the Public Hearing was given in compliance with Lemon Grove Section 17.28.020(F). On April 23, 2020, the Notice of Public Hearing for AA1-900-0003 was published in the East County Californian, posted to the City website, and mailed to all property owners within 1,000 feet of the subject property; and

WHEREAS, in accordance with Executive Orders N-25-20, N-29-20 and N-35-20 paragraph 3, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the public hearing will be conducted virtually – audio only; and

WHEREAS, on May 5, 2020, City Council held a duly noticed virtual public hearing to consider Administrative Appeal No. AA1-900-0003, an appeal of the Community Development Department’s decision to deny Minor Use Permit No. MUP-190-0005; and

WHEREAS, the appeal of this determination is not a project and is not subject to the environmental review requirements of the California Environmental Quality Act (CEQA); and

NOW, THEREFORE, INCORPORATING THE ABOVE STATEMENTS HEREIN AND BASED ON THE RECORD OF THE PROCEEDING, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby:

1. *Denies Administrative Appeal No. AA1-900-0003 based on the above findings; and*
2. *Upholds the Community Development Department’s December 3, 2019 decision to deny Minor Use Permit No. MUP-190-0005, a request for early separation findings to establish a medical marijuana dispensary at 3648 Olive Street, Lemon Grove, CA.*

PASSED AND ADOPTED on May 5, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

CWP-190-0005



PLANNING PERMIT APPLICATION

Development Services Department / Planning Division
 3232 Main Street, Lemon Grove, CA 91945
 Phone: 619-825-3805 Fax: 619-825-3818
 www.lamongrove.ca.gov

APPLICATION REQUEST- SELECT ALL THAT APPLY - (SUBJECT TO OTHER PERMIT REQUIREMENTS)

- | | |
|--|---|
| <input type="checkbox"/> Zoning Clearance (ZC) | <input type="checkbox"/> Tentative Parcel Map (TPM) - 4 or fewer lots |
| <input type="checkbox"/> Pre-Application (PA) | <input type="checkbox"/> Certificate of Compliance (CC) |
| <input checked="" type="checkbox"/> Minor Use Permit (MUP) | <input type="checkbox"/> Zoning Amendment (ZA) |
| <input type="checkbox"/> Conditional Use Permit (CUP) | <input type="checkbox"/> Specific Plan Amendment (SPA) |
| <input type="checkbox"/> Planned Development Permit (PDP) | <input type="checkbox"/> General Plan Amendment (GPA) |
| <input type="checkbox"/> Minor Modification (MM) | <input type="checkbox"/> Modification of _____ |
| <input type="checkbox"/> Variance (VA) | <input type="checkbox"/> Time Extension for _____ |
| <input type="checkbox"/> Boundary Adjustment/Lot Merger (BA) | <input type="checkbox"/> Appeal of _____ |
| <input type="checkbox"/> Tentative Map (TM) - 5 or more lots | <input type="checkbox"/> Substantial Conformance Review of _____ |
| <input type="checkbox"/> Other _____ | |

APPLICANT: Vick Ave Holdings LLC PHONE: [REDACTED]

ADDRESS: [REDACTED] FAX: [REDACTED]

EMAIL: [REDACTED]

PROPERTY OWNER: Don Renter Trust PHONE: [REDACTED]

ADDRESS: [REDACTED] FAX: [REDACTED]

EMAIL: [REDACTED]

CONTACT PERSON: Chris Williams PHONE: [REDACTED]

ADDRESS: [REDACTED] FAX: [REDACTED]

EMAIL: [REDACTED]

*If applicant or property owner is a trust, partnership, or corporation, please attach record(s) of ownership listing all trustees, partners, or officers, as applicable.

PROJECT NAME: Jess Medical

PROJECT ADDRESS: 3648 Olive St

ASSESSOR PARCEL #: _____ SITE ACREAGE: _____

DETAILED DESCRIPTION OF PROPOSED PROJECT USE, STRUCTURE, AND IMPROVEMENT:

The proposed project consist of an existing two story building with an approx 4,200 sq ft to be converted into medical cannabis operations as allowed by the city of Lemon Grove at 3648 Olive St. Lemon Grove 91945. This is an application for a development. The scope of this project may include interior remodel of the existing structure with non-structure and non-load bearing walls.

CITY OF LEMON GROVE
 SEP 30 2019
 [Signature]

APPLICANT CERTIFICATION:	
I hereby certify that the statements furnished in this application and in the supplemental materials present the data and information required for this project to the best of my ability, and that the facts, statements, and information presented are true and correct to the best of my knowledge. In addition, I grant permission to the City of Lemon Grove to reproduce submitted materials, including but not limited to plans, exhibits, photographs, and studies for distribution to staff, Planning Commission, City Council and other agencies in order to process this application.	
Signature:	Date: 09/27/19
Name (please print): Chris Williams	Phone:
CONSENT BY PROPERTY OWNER	
If applicant is other than property owner, owner must sign consent to filing. Attach additional sheets if necessary. If property owner is a corporation or trust, a designee authorization letter is required.	
I/We, as the owner(s) of the subject property, consent to the filing of this application. We further consent and hereby authorize City representative(s) to enter upon my property for the purpose of examining and inspecting the property in preparation of any reports and/or required environmental review for the processing of the application.	
Signature: Dan Kehler	Date: 09/27/19
Name (please print):	Phone:
Signature:	Date:
Name (please print):	Phone:
Note: This application being signed under penalty of perjury and does not require notarization.	
TO BE COMPLETED BY PLANNING STAFF	
APPLICATION PROCESSING:	
FILE #(s): MUP-170-0005	ACTION:
DATE: 12/5/19	<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> DISAPPROVED
FEES: RECEIPT #:	<input type="checkbox"/> CONDITIONALLY APPROVED (See Below)
ZONE: HC	LAND USE DESIGNATION: CB
COMMENTS and/or CONDITIONS:	
CITY OF LEMON GROVE	
SEP 2019	
DEVELOPER: _____	

Rev. November 2015



CITY OF LEMON GROVE "Best Climate On Earth"
Community Development Department

December 3, 2019

Pick Axe Holdings, LLC
Attn: Chris Williams



Dan Pichler



SUBJECT: Minor Use Permit No. MUP-190-0005 for Early Separation Findings at 3648 Olive St., Lemon Grove (APN: 478-401-08-00)

To whom it may concern,

On September 30, 2019, staff received the subject application, a request for early separation findings for the proposed Medical Marijuana Dispensary (MMD) at 3648 Olive Street, Lemon Grove, CA 91945 pursuant to Section 17.28.020(O) of the Lemon Grove Municipal Code (LGMC). The application has been denied for the following reason:

- The property is located within 1,000 feet of a public park (Promenade Park) located immediately west of the Lemon Grove Depot Trolley Station, between Broadway and North Ave.

The decision of the Community Development Manager shall become final on December 16, 2019 (10 days after the date of the public notification date of December 5, 2019) unless a valid request for a public hearing is filed by the applicant or another interested party.

The draft Notice of Decision and Invoice are enclosed. The balance due for the Minor Use Permit is \$125.50 and is payable upon receipt. Please feel free to contact me with any further questions or comments. You could reach me at 619-825-3805 or at aortuno@lemongrove.ca.gov.

Sincerely,



Arturo Ortuño
Assistant Planner

Enclosure: Invoice 12-3-19
Draft Notice of Decision 19-11

**DRAFT NOTICE OF DECISION 19-11
EARLY SEPARATION FINDINGS FOR
MINOR USE PERMIT MUP-190-0005 TO
ESTABLISH A MEDICAL MARIJUANA DISPENSARY**

NOTICE OF DECISION OF THE COMMUNITY DEVELOPMENT MANAGER OF THE CITY OF LEMON GROVE, CALIFORNIA, DENYING MINOR USE PERMIT MUP-190-0005 FOR EARLY SEPARATION FINDINGS IN ACCORDANCE WITH SECTION 17.28.020(O) FOR A PROPOSED MEDICAL MARIJUANA DISPENSARY AT 3648 OLIVE STREET, LEMON GROVE, CALIFORNIA.

WHEREAS, on September 30, 2019 the applicant, Christopher Williams (representing Pick Axe Holdings, LLC), filed an application for a Minor Use Permit (MUP-190-0005) requesting early separation findings in accordance with Section 17.28.020(O) of the Lemon Grove Municipal Code (LGMC) for a Medical Marijuana Dispensary (MMD) to be located at 3648 Olive Street, Lemon Grove, California; and

WHEREAS, Section 17.28.020(O) of the LGMC allows submittal of a Minor Use Permit application to the Community Development Manager for the sole purpose of determining if the proposed use meets separation requirements; and

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

WHEREAS, City Staff found evidence of a protected use, as defined in the LGMC Section 12.20.030, within 1,000 feet of the proposed dispensary site. The nearest protected use (public park) is located approximately 576 feet from the proposed dispensary site when measured from property line to property line and 750 feet from the proposed dispensary site when measured from property line to property line along the public right-of-way and avoiding constructed barriers; and

WHEREAS, the proposed Minor Use Permit for Early Separation Findings is not subject to Environmental Review under the California the California Environmental Quality Act (CEQA) because it does not constitute a project as defined by Section 15378 of the CEQA Guidelines; and

WHEREAS, on December 5, 2019, affected property owners within 1,000 feet of the exterior boundaries of the property addressed as 3648 Olive Street will be duly noticed via US Mail pursuant to Section 17.28.020(E)(2); and

WHEREAS, on December 5, 2019, additional notice will be given by way of advertisement in the East County Californian, a newspaper having general circulation with the affected area, pursuant to Section 17.28.020(O); and

WHEREAS, the Community Development Manager reviewed this Minor Use Permit pursuant to Section 17.28.052 of the LGMC; and

NOW, THEREFORE, the Community Development Manager does hereby decide as follows:

- A) The foregoing recitals are true and correct and are hereby incorporated by reference into this Decision.

Notice of Decision 19-11
MUP-190-0005
December 3, 2019

- B) The Community Development Manager hereby denies Minor Use Permit No. MUP-190-0005 based on a finding of insufficient separation from a public park required by Section 17.32.090(B).
- C) The Community Development Manager's decision is based on the following required findings and determinations:

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

No use is authorized with this Minor Use Permit application submitted pursuant to 17.28.020(O). The proposed use as a MMD requires compliance with required separation requirements prior to submitting for a Conditional Use Permit, the approval of which requires the applicant to demonstrate compliance with all applicable provisions of the LGMC and will be subject to site specific conditions of approval to ensure that the site is compatible with the neighborhood or community to the greatest extent practicable.

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

No use is authorized with this Minor Use Permit application submitted pursuant to 17.28.020(O). The proposed use as a MMD requires compliance with required separation requirements prior to submitting for a Conditional Use Permit, the approval of which requires the applicant to demonstrate compliance with all applicable provisions of the LGMC and will be subject to site specific conditions of approval to ensure the use is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity to the greatest extent practicable. Environmental impacts associated with the project will be assessed and mitigated, if necessary, pursuant to the CEQA review of the Conditional Use Permit application.

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

No use is authorized with this Minor Use Permit application submitted pursuant to 17.28.020(O). The proposed use as a MMD requires compliance with required separation requirements prior to submitting for a Conditional Use Permit, the approval of which requires the applicant to demonstrate compliance with applicable performance standards in Section 17.24.080 of the LGMC, including, but not limited to: noise, glare, traffic circulation and parking, waste, and fire hazards. This Minor Use application has been found not meeting the required separation requirements.

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

The property at 3648 Olive Street is approximately 1,850 feet from the nearest operating, or conditionally permitted, or proposed regulated use at 3515 Harris Street. City Staff found evidence of a protected use within 1,000 feet of the proposed dispensary site. The nearest protected use (public park) is located approximately 576 feet from the proposed dispensary site when measured from property line to property line and 750 feet from the proposed dispensary site when measured from property line to property line along the public right-of-way and avoiding constructed barriers.

Notice of Decision 19-11
MUP-190-0005
December 3, 2019

- D) The decision regarding this Minor Use Permit shall become effective on December 16, 2019. (10 days after the date of public notification) unless a valid request for a public hearing has been filed by the applicant or another interested person pursuant to Section 17.28.020(I).

From: Noah Alvey
Sent: Monday, December 9, 2019 11:07 AM
To: 'Christopher Williams'
Cc: Arturo Ortuno
Subject: Promenade Park
Attachments: 03172.pdf; 03182.pdf; 03296.pdf; Item 3 - Promenade Park Rejuvenation Plan.pdf; Center portion of Park.jpg; Northerly portion of Park.jpg; Southerly portion of Park.jpg

Hi Chris,

Please find three City Council resolutions attached to this e-mail related to Promenade Park:

- Resolution No. 2013-3172 – Intent to form a Community Facilities District (CFD) for Park Maintenance - Page 2, section 4 – “Services within CFD 2013- 1 may include all estimated and reasonable costs attributable to providing maintenance to the Main Street Promenade park”
- Resolution No. 2013-3182 – Establishing a CFD for Park Maintenance with a Scope of Services – Page 6, exhibit A – “Services within the CFD may include all estimated and reasonable costs attributable to providing maintenance to the Main Street Promenade park”
- Resolution No. 20114-3296 – Agreement to manage a Farmer’s Market at Promenade Park – Page 1 – “in September 2013, the City of Lemon Grove completed the construction of the Main Street Promenade Park (Promenade)”

Please also find the staff report for the Promenade Park Rejuvenation Plan. Attachment A provides additional background information and Attachment B shows the extent of the Park Plan.

Lastly, I have attached photographs of existing signage at Promenade Park identifying hours and use restrictions.

Please call me if you have any additional questions. I would also be happy to schedule an additional meeting.

Thank you!



Noah Alvey, AICP
Community Development Manager
Community Development Department
3232 Main Street | Lemon Grove, CA 91945-1705
Phone: 619.825.3812
Email: nalvey@lemongrove.ca.gov

City Hall Hours are Monday to Thursday, 7:00am – 6:00pm
CLOSED EVERY FRIDAY

RESOLUTION NO. 2013- 3172

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA,
DECLARING INTENTION TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2013-1
(MAIN STREET PROMENADE) AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX
THEREIN TO FINANCE CERTAIN SERVICES**

WHEREAS, the City of Lemon Grove (the "City") is a municipal corporation which has the right and power to make and enforce all laws and regulations with respect to municipal affairs and certain other matters in accordance with and as more particularly provided in Sections 3, 5 and 7 of Article XI of the Constitution of the State of California; and

WHEREAS, the City Council of the City of Lemon Grove (the "City Council") desires to initiate proceedings to establish a Community Facilities District ("CFD") pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, (the "Mello-Roos Act"), as amended, for the purpose of funding the ongoing maintenance and servicing of landscaping, lighting and appurtenant facilities associated with and surrounding the Main Street Promenade; and

WHEREAS, the City Council has duly considered the City's adopted goals and policies for the use of the Mello-Roos Act and the necessity of establishing a CFD within its jurisdictional boundaries and levying a special tax therein to finance the facilities and services described herein; and

WHEREAS, pursuant to Section 53321 of the Mello-Roos Act, legal proceedings for the establishment of a community facilities district shall be instituted by the adoption of a resolution of this City Council declaring its intention to establish the Community Facilities District, to set forth the boundaries for such CFD, to indicate the type of public improvements and services to be financed by such CFD, to indicate a rate and method of apportionment of special taxes proposed to be levied sufficient to finance such services, to set a time and place for a public hearing relating to the establishment of such CFD, as provided hereafter in this resolution.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF LEMON GROVE, AS FOLLOWS:

- Section 1: The above recitals are all true and correct.
- Section 2: It is the intention of the City Council, and the City Council hereby proposes, to establish a Community Facilities District to be known and designated as "City of Lemon Grove Community Facilities District No. 2013-1 (Main Street Promenade)" and hereinafter referred to in this resolution as "CFD 2013-1."
- Section 3: The boundaries of the territory proposed for inclusion in CFD 2013-1 are more particularly described and shown on a map entitled "Map of Proposed Boundaries of City of Lemon Grove Community Facilities District No. 2013-1 (Main Street Promenade), City of Lemon Grove, County of San Diego, State of California" on file in the office of the City Clerk, which map the City Council hereby approves. A reduced copy of the map is marked as Exhibit 1 and is attached hereto and, by this reference, is incorporated herein and made a part of this resolution. The City Council finds that the map is in the form and contains the matters prescribed by section 3110 of the California Streets and Highways Code. The City Council hereby authorizes and directs the City Clerk to record a copy of the map with the San Diego County Recorder in accordance with section 3111 of the California Streets and Highways Code.

- Section 4: It is the intention of the City Council to finance, through CFD 2013-1 and authorized to be paid from the proceeds of the special tax, certain services and activities ("Services") that are in addition to those provided in or required for the territory within the CFD and will not be replacing services already available. Services within CFD 2013-1 may include all estimated and reasonable costs attributable to providing maintenance to the Main Street Promenade park, including but not limited to (1) estimated and reasonable costs of providing maintenance to the Main Street Promenade park, including but not limited to (i) the costs of contracting for park maintenance services, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, and (iv) City overhead costs associated with providing such services within the CFD; (2) reasonable Administrative Expenses; (3) any amounts required to establish or replenish a reserve fund that will not exceed 25% of the Special Tax requirement for that Fiscal Year; and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.
- Section 5: Except where funds are otherwise available, a special tax will be annually levied within CFD 2013-1. Upon recordation of a Notice of Special Tax Lien pursuant to section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the special tax shall attach to all nonexempt real property in the CFD, and this lien shall continue in force and effect in perpetuity.
- Section 6: The rate and method of apportionment of the special tax ("RMA") for CFD 2013-1 is set forth in Exhibit 2, attached hereto, which by this reference is incorporated herein and made a part of this resolution. The City Council determines that Exhibit 2 provides sufficient detail to allow each landowner or resident within CFD 2013-1 to estimate the maximum amount that such person will have to pay. Subject to the limitation that the total amount of the annual special tax on any parcels may not exceed the then-applicable Maximum Special Tax (as defined and specified in the RMA), the amount of the special tax to be levied annually upon the taxable parcels within CFD 2013-1 shall be equal, in the aggregate, to the "Special Tax Requirement" as defined in the RMA. The City Council intends that the special tax will be levied so long as needed to pay the costs of providing the facilities and services described in Section 4 of this resolution.
- Section 7: The special taxes herein authorized, to the extent possible, shall be collected in the same manner as ad valorem property taxes and shall be subject to the same penalties, procedure, sale and lien priority in any case of delinquency as applicable for ad valorem taxes. However, the City Council reserves the right, under Section 53340 of the Mello-Roos Act to utilize any method of collecting the special tax which it, from time to time, shall determine to be in the best interests of the City including, but not limited to, direct billing by the City to the property owners and supplemental billing. Under no circumstances will the special tax levied against any lot or parcel in CFD No. 2013-1 used for private residential purposes be increased as a consequence of delinquency or default by the owner of any other lot(s) or parcel(s) within CFD No. 2013-1 by more than 10 percent.
- Section 8: Except where otherwise specified, it is the intention of the City Council, pursuant to section 53340.1 of the Act, to levy the special tax on the leasehold or possessory interests in property owned by a public agency (which property is otherwise exempt

from the special tax), to be payable by the owner of the leasehold or possessory interest in such property.

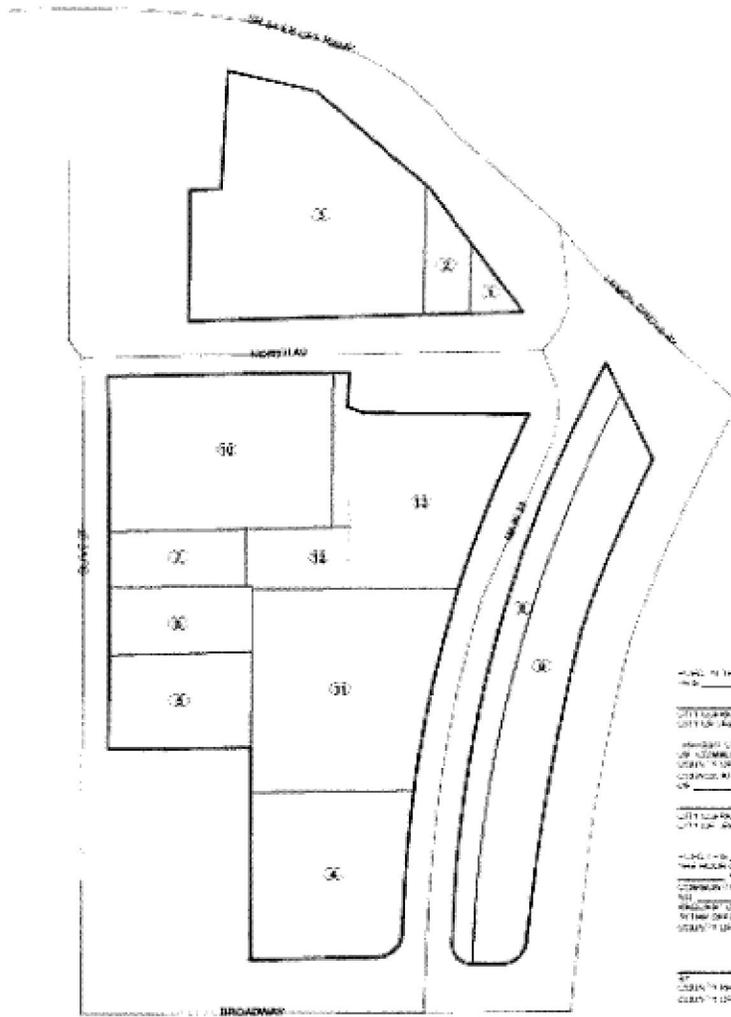
- Section 9: It is the intention of the City Council, pursuant to section 53325.7 of the California Government Code, to establish the appropriations limit, as defined by subdivision (h) of section 8 of article XIII B of the California Constitution, for the 2013-2014 fiscal year, for CFD 2013-1 in the amount equal to all the proceeds of the Special Tax collected annually within CFD 2013-1.
- Section 10: Notice is hereby given that May 7, 2013, at 6:00 p.m., or as soon thereafter as the City Council may reach the matter, in the City Council Chambers at Lemon Grove City Hall, 3146 School Lane, Lemon Grove CA 91945, has been fixed by the City Council as the time and place for a public hearing to be held by the City Council to consider the establishment of CFD 2013-1, the proposed rate, method of apportionment, and manner of collection of the special tax, and all other matters as set forth in this resolution. At the public hearing, any persons interested, including all taxpayers, property owners, and registered voters within CFD 2013-1, may appear and be heard, and the testimony of all interested persons or taxpayers for or against the establishment of CFD 2013-1 and the levy of the special tax, the extent of CFD 2013-1, the establishment of the appropriations limit, or on any other matters set forth herein, will be heard and considered.
- Section 11: The City Clerk shall give notice of the time and place of the public hearing in the following manner:
- a) A Notice of Public Hearing in the form required by the Act is to be published once in a newspaper of general circulation published in the area of the Community Facilities District, pursuant to section 6061 of the California Government Code, and publication must be completed at least seven days prior to the date set for such public hearing.
 - b) A Notice of Public Hearing in the form required by the Act is to be mailed, first-class postage prepaid, to each owner of land within the boundaries of the Community Facilities District at their addresses as shown on the last equalized assessment roll or as otherwise known to the City Clerk.
- Section 12: Any protests to the proposals in this resolution may be made orally or in writing by any interested persons or taxpayers, except that any protests pertaining to the regularity or sufficiency of these proceedings must be in writing and must clearly set forth the irregularities and defects to which objection is made. The City Council may waive any irregularities in the form or content of any written protest and at the public hearing may correct minor defects in the proceedings. All written protests not presented in person by the protester at the public hearing must be filed with the City Clerk at or before the time fixed for the public hearing in order to be received and considered. Any written protest may be withdrawn in writing at any time before the conclusion of the public hearing.
- Section 13: Written protests by a majority of the registered voters residing and registered within the CFD (if at least six such voters so protest), or by the owners of a majority of the land area within the Community Facilities District not exempt from the proposed special tax, will require suspension of these proceedings for at least one year. If such protests are directed only against certain elements of the proposed facilities, services or the special tax of the CFD or the other proposals contained in this resolution, only those elements need be excluded from the proceedings.

- Section 14: The public hearing may be continued from time to time, but shall be completed within 30 days, except that if the City Council finds that the complexity of the CFD or the need for public participation requires additional time, the public hearing may be continued from time to time for a period not to exceed 6 months.
- Section 15: At the public hearing, the City Council may modify this resolution by eliminating any of the Services, or by changing the method of apportionment of the special tax so as to reduce the maximum special tax for all or a portion of the owners of property within CFD 2013-1, or by removing any territory from CFD 2013-1. At the conclusion of the public hearing, the City Council may abandon these proceedings or may, after passing upon all protests, determine to proceed with establishing CFD 2013-1.
- Section 16: The elections shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the California Government Code and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the election shall be distributed to the qualified electors of the CFD by mail with return postage prepaid or by personal service, and the special elections shall be conducted as a mail ballot election. The election shall be conducted, at least 90 days, but not more than 180 days, following the adoption of the Resolution of Formation, pursuant to said Section 53326 and the provisions of the California Elections Code, unless otherwise waived with the unanimous consent of the qualified electors of the proposed CFD and the concurrence of the election official conducting the election.
- Section 17: A CFD Report (the "Report") shall be prepared and presented to the City Council, containing a full and complete description of the public services proposed to be financed from the levy of special taxes, a general cost estimate setting forth costs of providing such services, and further information regarding the implementation of the rate and method of apportionment of the special tax proposed to be levied. The Report, upon its preparation, shall be submitted to the City Council for review, and the Report shall be made a part of the record of the public hearing.
- Section 18: This Resolution shall take effect upon its adoption.

Exhibit 1

**MAP OF PROPOSED BOUNDARIES OF CITY OF LEMON GROVE
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(MAIN STREET PROMENADE)**

CITY OF LEMON GROVE
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA



Legend

 CFO 2013-1 Boundary
 CFO Boundary

THE BOUNDARIES OF THE
CITY OF LEMON GROVE, CALIFORNIA
ARE AS FOLLOWS:

- 1. 475 SOUTH ST.
- 2. 475 SOUTH ST.
- 3. 475 SOUTH ST.
- 4. 475 SOUTH ST.
- 5. 475 SOUTH ST.
- 6. 475 SOUTH ST.
- 7. 475 SOUTH ST.
- 8. 475 SOUTH ST.
- 9. 475 SOUTH ST.
- 10. 475 SOUTH ST.
- 11. 475 SOUTH ST.
- 12. 475 SOUTH ST.

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF LEMON GROVE
ON _____ AT _____

CITY CLERK
CITY OF LEMON GROVE

I, _____, CLERK OF THE CITY OF LEMON GROVE, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED BOUNDARIES OF THE CITY OF LEMON GROVE, CALIFORNIA, ARE AS SHOWN ON THE MAP ATTACHED HERETO, AND THAT THE SAID BOUNDARIES ARE IN ACCORDANCE WITH THE CHARTERS AND ORDINANCES OF THE CITY OF LEMON GROVE, CALIFORNIA.

CITY CLERK
CITY OF LEMON GROVE

I, _____, CLERK OF THE CITY OF LEMON GROVE, DO HEREBY CERTIFY THAT THE ABOVE DESCRIBED BOUNDARIES OF THE CITY OF LEMON GROVE, CALIFORNIA, ARE AS SHOWN ON THE MAP ATTACHED HERETO, AND THAT THE SAID BOUNDARIES ARE IN ACCORDANCE WITH THE CHARTERS AND ORDINANCES OF THE CITY OF LEMON GROVE, CALIFORNIA.

CITY CLERK
CITY OF LEMON GROVE

THE BOUNDARIES OF THE CITY OF LEMON GROVE, CALIFORNIA, AS SHOWN ON THE MAP ATTACHED HERETO, ARE AS SHOWN ON THE MAP ATTACHED HERETO, AND THAT THE SAID BOUNDARIES ARE IN ACCORDANCE WITH THE CHARTERS AND ORDINANCES OF THE CITY OF LEMON GROVE, CALIFORNIA.

THE BOUNDARIES OF THE CITY OF LEMON GROVE, CALIFORNIA, AS SHOWN ON THE MAP ATTACHED HERETO, ARE AS SHOWN ON THE MAP ATTACHED HERETO, AND THAT THE SAID BOUNDARIES ARE IN ACCORDANCE WITH THE CHARTERS AND ORDINANCES OF THE CITY OF LEMON GROVE, CALIFORNIA.



Exhibit 2

**City of Lemon Grove
Community Facilities District No. 2013-1
(Main Street Promenade)**

Rate & Method of Apportionment

A Special Tax of City of Lemon Grove Community Facilities District No. 2013-1 (Main Street Promenade) ("CFD") shall be levied on all Assessor's Parcels within the CFD and collected each Fiscal Year commencing in Fiscal Year 2013-14 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel, expressed in acres, as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the CFD to determine, levy and collect the Special Taxes, including salaries and benefits of City employees whose duties are directly related to administration of the CFD and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the CFD as determined by the City.

"Annual Escalation Factor" means the annual percentage increase, if any, in the Consumer Price Index for All Urban Consumers for the San Diego area as determined by the Bureau of Labor Statistics for the year ending the most recent previous calendar year.

"Assessor's Parcel" means a parcel of land shown on an Assessor's Parcel Map with a parcel number assigned by the Assessor of the County that corresponds to a number shown on the County Assessor's roll.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Base Year" means Fiscal Year ending June 30, 2014.

"Building Permit" means a permit issued for new construction of a residential or non-residential structure. For purposes of this definition, "Building Permit" shall not include

permits issued solely for grading, utility improvements, or other such improvements that are constructed and installed and are not intended for human occupancy.

“Building Square Footage” means the square footage within a structure, determined in the City’s sole discretion that shall be subject to the Special Tax pursuant to Section “C.”

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD” means City of Lemon Grove Community Facilities District No. 2013-1 (Public Safety Services, Open Space and Park Maintenance).

“City” means the City of Lemon Grove.

“City Clerk” means the City Clerk for the City or his or her designee.

“City Engineer” means the City Engineer for the City or his or her designee.

“Commercial Property” means an Assessor’s Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for any non-residential use located in a commercial zoning district and all other property considered commercial as coded by the County’s assessor or as determined by the City, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Council” means the City Council of the City, acting as the legislative body of the CFD.

“County” means the County of San Diego, California.

“Developed Property” means an Assessor’s Parcel within the CFD for which a Final Inspection was granted on or prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied, based on the number of Dwelling Units, the amount of Commercial or Office building gross square footage, and/or the amount of Industrial lot area included in each authorized occupancy for that Assessor’s Parcel.

“Dwelling Unit” means each separate residential unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential units, in which a person or persons may live, which comprises an independent facility and is not considered to be for non-residential use only.

“Exempt Property” means for each Fiscal Year, an Assessor’s Parcel within the CFD not subject to the Special Tax. Exempt Property includes: Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, and property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

“Final Inspection” means authorization issued by the City that allows for actual occupancy of a Dwelling Unit for habitation by one or more resident or allows for the occupancy of a Non-residential structure.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Industrial Property” means an Assessor's Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for any allowable use in an industrial zoning district, which is not an office or financial institution and all other property considered industrial as coded by the County's assessor or as determined by the City, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Land Use Class” means any of the classes listed in Table 1 and Table 2 in Section “C.”

“Lot” means an individual legal lot consistent with the Subdivision Map Act for which a Building Permit could or has been issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section “C” below, that can be levied by the CFD in any Fiscal Year on any Assessor's Parcel.

“Mixed-Use Property” means an Assessor's Parcel of Developed Property containing or planned for containing a structure or structures that consists of one or more Dwelling Units and space for non-residential use.

“Non-Residential Property” means an Assessors' Parcel for which a Building Permit has been issued for a non-residential use and which does not contain any Dwelling Units and which could be classified as Commercial Property, Industrial Property, Office Property, and Public Property.

“Office Property” means an Assessor's Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for an office or financial institution in an industrial zoning district and all other property considered office as coded by the County's assessor or as determined by the City, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Parcel Square Footage” means the Acreage multiplied by 43,560.

“Proportionately” means for Developed Property, the ratio of the actual Special Tax levied per Unit to the Maximum Special Tax per Unit for Developed Property is equal for all Assessor's Parcels of Developed Property.

“Public Property” means for each Fiscal Year any property within the CFD that is, or is expected to be, used for rights-of-way, parks, public schools or any other public purpose determined by the CFD Administrator or is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency. Public Property does not include property for which a public agency is a landowner within the meaning of Section 53317(f) of the Act.

“Reserve Fund for Maintenance” means a fund that shall be created and maintained for the CFD for each Fiscal Year to provide necessary cash flow for the first six months of each Fiscal Year, reserve capital to cover monitoring, maintenance and repair cost

overruns and delinquencies in the payment of Special Taxes and a reasonable buffer to prevent large variations in annual Special Tax levies.

“Residential Property” means an Assessor’s Parcel for which a Building Permit has been issued for purposes of constructing a residential structure or structures including, but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections “C” and “D,” below.

“Special Tax Requirement” means that amount required in any Fiscal Year for the CFD to pay for: (1) estimated and reasonable costs of providing maintenance to the Main Street Promenade park, including but not limited to (i) the costs of contracting for park maintenance services, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, and (iv) City overhead costs associated with providing such services within the CFD, (2) reasonable Administrative Expenses; (3) any amounts required to establish or replenish a reserve fund that will not exceed 25% of the Special Tax requirement for that Fiscal Year; and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

“State” means the State of California.

“Taxable Property” means all Assessor’s that are not Exempt from the Special Tax pursuant to law or as defined herein.

“Undeveloped Property” means, for each Fiscal Year, an Assessor’s for which a Final Inspection for occupancy has not been issued on or prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied and is not classified as Public Property, including a Parcel that is designated as a remainder parcel by any final documents and/or maps available to the CFD Administrator.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, commencing with Fiscal Year 2013-14, using the definitions above, each Assessor’s Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2013-14, each Assessor’s Parcel of Taxable Property shall be further classified as Developed Property or Undeveloped Property. Developed Property shall be further classified Residential Property, Non-Residential Property, or Mixed-Use Property.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

TABLE 1

**Maximum Special Tax for Developed Property
Community Facilities District No. 2013-1
Fiscal Year 2013-14**

Land Use Class	Description	Maximum Building Square Footage Special Tax	Maximum Lot Area Special Tax	Maximum Special Tax
1	Residential Property	\$0.08 per Building Square Footage applicable to residential area	\$0.00	Sum of Maximum Building Square Footage Special Tax and Maximum Lot Area Special Tax
2	Non-Residential Property	\$0.08 per Building Square Footage applicable to non-residential area	\$0.06 per Parcel Square Footage	Sum of Maximum Building Square Footage Special Tax and Maximum Lot Area Special Tax
3	Mixed-Use Property	\$0.08 per Building Square Footage applicable to residential and non-residential areas	\$0.00	Sum of applicable Land Uses Maximum Building Square Footage Special Tax and Maximum Lot Area Special Tax

On each July 1st following the Base Year, the Maximum Special Tax rates in Table 1 shall be increased in accordance with the Annual Escalation Factor.

2. Undeveloped Property

TABLE 2

**Maximum Special Tax for Undeveloped Property
Community Facilities District No. 2013-1
Fiscal Year 2013-14**

4 Undeveloped Property \$0.055 per Parcel Square Footage

On each July 1st following the Base Year, the Maximum Special Tax rates in Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section A. For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section A, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.1.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2013-14, and for each subsequent Fiscal Year, the CFD Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

The Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to meet the Special Tax Requirement.

If additional monies are needed to meet the Special Tax Requirement, the Special Tax shall be Proportionately levied on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax.

E. APPEALS

Any landowner who pays the Special Tax and believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any, the landowner believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of any such written notice, the City Clerk shall forward a copy of such notice to the City Engineer who shall establish as part of the proceedings and administration of the CFD, a special three-member Review/Appeal Committee. The Review/Appeal Committee may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Review/Appeal Committee shall interpret this Rate and Method of Apportionment and make determinations relative to the annual administration of the Special Tax and any landowner appeals, as herein specified. The decision of the Review/Appeal Committee shall be final and binding as to all persons.

F. MANNER OF COLLECTION

Special Taxes levied pursuant to Section "D" above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the CFD may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City Council.

G. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

PASSED AND ADOPTED by the City Council of the City of Lemon Grove, California on March 19, 2013, by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	xx			
Howard Cook				xx
George Gastil	xx			
Jerry Jones	xx			
Racquel Vasquez	xx			


 MARY TERESA SESSOM, Mayor

Attest:


 SUSAN GARCIA, City Clerk

CERTIFICATION OF CITY CLERK

I, Susan Garcia, City Clerk of the City of Lemon Grove, California do hereby certify the foregoing to be a true and exact copy of Resolution No. 2013-3172 duly passed and adopted by the City Council of said City on the date and by the vote therein recited.


 SUSAN GARCIA, City Clerk

RESOLUTION NO. 2013-3182

**RESOLUTION OF FORMATION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA TO ESTABLISH CITY OF LEMON GROVE COMMUNITY FACILITIES
DISTRICT NO. 2013-1 (MAIN STREET PROMENADE), TO ESTABLISH AN
APPROPRIATIONS LIMIT THEREFORE, TO AUTHORIZE THE LEVY OF A SPECIAL TAX
THEREIN, AND TO SUBMIT THE ESTABLISHMENT OF AN APPROPRIATIONS LIMIT AND
THE LEVY OF SPECIAL TAXES TO THE QUALIFIED ELECTORS THEREOF**

WHEREAS, on March 19, 2013, the City Council adopted a resolution entitled "A Resolution of the City Council of the City of Lemon Grove Declaring Its Intention to Establish a City of Lemon Grove Community Facilities District No. 2013-1 (Main Street Promenade)" (the "Resolution of Intention"), stating its intention to form Community Facilities District No. 2013-1 (Main Street Promenade) (the "CFD"), of the City pursuant to Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing with Section 53311, of the California Government Code (the "Act") to finance certain services to serve the CFD (the "Services"); and

WHEREAS, the Resolution of Intention, setting forth a description of the proposed boundaries of the CFD, services to be financed by the CFD, including incidental expenses, and the rate and method of apportionment (the "Rate and Method") of the special tax (the "Special Tax") to be levied within the CFD to pay for the services, is on file with the City Clerk and the provisions thereof are incorporated herein by this reference as if fully set forth herein; and

WHEREAS, the Resolution of Intention set May 7, 2013, or as soon thereafter as practical, as the date for a public hearing on the establishment of the CFD, the extent of the CFD, the furnishing of the Services within the CFD, and the proposed Rate and Method; and

WHEREAS, a notice of the public hearing to be held on May 7, 2013 was published in accordance with the Act; and

WHEREAS, on this date, this City Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed formation of the CFD; and

WHEREAS, at the hearing all interested persons desiring to be heard for or against the establishment of the CFD, the extent of the CFD, the furnishing of the Services and the Rate and Method were heard and a full and fair hearing was held; and

WHEREAS, at the hearing evidence was presented to this City Council on such matters before it, including a special report (the "CFD Report") as to the services to be provided through the CFD and the costs thereof, a copy of which is on file with the City Clerk, and this City Council, at the conclusion of said hearing, is fully advised in the premises; and

WHEREAS, written protests with respect to the formation of the CFD, the furnishing of specified types of services and the Rate and Method have not been filed with the City Clerk by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or property owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the proposed special taxes; and

WHEREAS, the Special Tax proposed to be levied in the CFD to pay for the proposed services has not been eliminated by protest by fifty percent (50%) or more of the registered voters residing within the territory of the CFD or the owners of one-half (1/2) or more of the area of land within the CFD and not exempt from the special taxes; and

WHEREAS, City staff reviewed the proposed CFD formation and determined that forming the CFD and financing the services, as described in Section 7 of this Resolution, does

not constitute a project for purposes of the California Environmental Quality Act, commencing with Section 21000 of the California Public Resources Code and the California Environmental Quality Act Guidelines, Article 5 of Chapter 3 of Division 6 of Title 14 of the California Code of Regulations, (collectively "CEQA"). CEQA Guidelines Section 15378 specifically state that the term "project" for CEQA purposes does not include "continuing administrative or maintenance activities" or "[t]he creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment" (CEQA Guidelines §§ 15378 (b)(2) and (b)(4)).

WHEREAS, the CFD is intended for the purpose of funding the ongoing maintenance and servicing of landscaping, lighting and appurtenant facilities associated with and surrounding the Main Street Promenade, which constitute administrative and maintenance functions of the City. Further, establishment of a revenue stream to fund ongoing services does not involve commitment to any specific project that would have a potentially significant impact on the environment because the funds would not be used to construct new or expand existing facilities.

WHEREAS, in addition to the foregoing, because the project is a financing mechanism to fund ongoing administrative and maintenance operations, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, and therefore is exempt from CEQA's provisions. (CEQA Guidelines §15061(b)(3).)

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMON GROVE HEREBY RESOLVES AS FOLLOWS:

1. **Recitals Correct.** The foregoing recitals are true and correct.
2. **Public Hearing.** On this date, pursuant to notice thereof duly given as provided by law, the City Council held a public hearing with respect to the establishment of the CFD and the annual levying of the Special Tax within the CFD to pay for the Services.
3. **No Majority Protest.** The proposed Special Tax to be levied within the CFD has not been precluded by majority protest pursuant to section 53324 of the Act.
4. **Prior Proceedings Valid.** All prior proceedings taken by this City Council in connection with the establishment of the CFD and the levy of the Special Tax have been duly considered and are hereby found and determined to be valid and in conformity with the Act.
5. **Name of the District.** The community facilities district designated "City of Lemon Grove Community Facilities District No. 2013-1 (Main Street Promenade) of the City is hereby established pursuant to the Act.
6. **Boundaries of the District.** The Resolution of Intention provides the boundaries of the territory proposed for inclusion in the CFD, as set forth in the map of the CFD heretofore recorded in the San Diego County Recorder's Office on March 27, 2013, as Instrument (or Document) No. 2013-0193935 of Maps of Assessment and Community Facilities Districts.
7. **Description of Services.** The Services proposed to be financed by the CFD and pursuant to the Act shall consist of those items shown in Exhibit "A" hereto and by this reference incorporated herein.
8. **Special Tax.**
 - a. Except to the extent that funds are otherwise available to the CFD to pay for the Services, a Special Tax sufficient to pay the costs thereof, secured by the recordation of a continuing lien against all non-exempt real property in the CFD, is

intended to be levied annually within the CFD, and collected in the same manner as ordinary *ad valorem* property taxes or in such other manner as may be prescribed by this Council.

b. The proposed Rate and Method, in sufficient detail to allow each landowner within the proposed CFD to estimate the maximum amount such owner will have to pay, is shown in Exhibit "B" attached hereto and hereby incorporated herein.

9. **Report.** The Report is hereby approved and is made a part of the record of the public hearing regarding the formation of the CFD, and is ordered to be kept on file with the City Clerk as part of the transcript of these proceedings.

10. **Increased Demands.** It is hereby found and determined that the Services are necessary to meet increased demands placed upon local agencies, including the City, as the result of development occurring in the CFD.

11. **Responsible Official.** The Finance Director of the City of Lemon Grove, located at City Hall, 3232 Main Street, Lemon Grove, CA 94533, telephone number (619) 825-3800, is the officer of the City who will be responsible for preparing annually a current roll of the levy of the Special Tax obligations by assessor's parcel number and who will be responsible for estimating future levies of the Special Tax.

12. **Tax Lien.** Upon recordation of a notice of special tax lien pursuant to Section 3114.5 of the California Streets and Highways Code, a continuing lien to secure each levy of the Special Tax shall attach to all nonexempt real property in the CFD and this lien shall continue in force and effect until the Special Tax obligation is prepaid and permanently satisfied and the lien canceled in accordance with law or until collection of the Special Tax by the CFD ceases.

13. **Description of Voting Procedures.** The voting procedures to be followed in conducting the special election (the "Special Election") on the proposition of the annual levy of the Special Tax and on the proposition to establish an appropriations limit for the CFD, if the CFD is established, shall be as follows:

a. If at least 12 persons have been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the public or protest hearing (the "protest hearing"), the vote in the Special Election shall be by the registered voters of the CFD with each voter having one vote. In that event, the Special Election shall be conducted by the City Clerk, and shall be held on a date selected by the City Council in conformance with the provisions of Section 53326 of the Act and pursuant to the provisions of the California Elections Code governing elections of cities, insofar as they may be applicable, and pursuant to said Section 53326 the ballots for the Special Election shall be distributed to the qualified electors of the CFD by mail with return postage prepaid or by personal service, and the Special Election shall be conducted as a mail ballot election.

b. If 12 persons have not been registered to vote within the territory of the CFD for each of the 90 days preceding the close of the protest hearing, the vote in the Special Election is to be by the landowners of the CFD, with each landowner of record at the close of the protest hearing having one vote for each acre or portion of an acre of land that he or she owns within the CFD, the Special Election shall be conducted by the City Clerk pursuant Section 53326 of the Act as follows:

(i) The Special Election shall be held on the earliest date, following the adoption by the City Council of this Resolution and a resolution calling the Special Election, to submit to the qualified electors of the CFD the propositions

with respect to: (i) the levy of Special Tax to finance the Services and (ii) the establishment of an appropriations limit for the CFD.

(ii) Pursuant to said Section 53326, the Special Election may be held earlier than 90 days following the close of the protest hearing if the qualified electors of the CFD waive the time limits for conducting the elections set forth in said Section 53326 by unanimous written consent and the Clerk concurs in such earlier election date as shall be consented to by the qualified electors.

(iii) Pursuant to said Section 53326, ballots for the Special Election shall be distributed to the qualified electors by the Clerk by mail with return postage prepaid, or by personal service.

(iv) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, the City Clerk shall mail (or deliver) to each qualified elector an official ballot and shall also mail to all such qualified electors a ballot pamphlet and instructions to voter, including a sample ballot identical in form to the official ballot but identified as a sample ballot, a return identification envelope with prepaid postage thereon addressed to the City Clerk for the return of voted official ballots, and a copy of this Resolution and the exhibits hereto; provided, however, that analysis and arguments regarding the ballot measure may be waived with the unanimous consent of all the landowners, and in such event a finding regarding such waivers shall be made in the resolution adopted by the City Council calling the Special Election.

(v) The official ballot to be mailed (or delivered) by the Clerk to each landowner shall have printed or typed thereon the name of the landowner and the number of votes to be voted by the landowner and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner is other than a natural person, that he or she is an officer of or other person affiliated with the landowner entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner, that in voting such official ballot it was his or her intent, as well as the intent of the landowner, to vote all votes to which the landowner is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner's land ownership within the CFD.

(vi) The return identification envelope delivered by the Clerk to each landowner shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of said declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the Clerk.

(vii) The instruction to voter form to be mailed by the Clerk to the landowners shall inform them that the official ballots shall be returned to the Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be

inserted thereon properly inserted no later than 6:00 p.m. on the date of the Special Election, or immediately after the Resolution Calling the Special Election is adopted.

(viii) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the Special Election, the Clerk shall canvass the votes cast in the Special Election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

14. Annexation Territory. Other property within the boundaries of the City may be annexed into the CFD pursuant to Article 3.5 of the Act.

15. Exempt Property. Except as provided in Section 53340.1 of the Act and except for properties that a local agency is a landowner of within the meaning of subdivision (f) of Section 53317 of the Act, pursuant to Section 53340 of the Act, properties of entities of the state, federal and local governments shall be exempt from the levy of the Special Tax. Reference is hereby made to the Rate and Method for a description of other properties or entities that are expressly exempted from the levy of the Special Tax.

16. Appropriations Limit. An appropriations limit for the CFD is hereby established, subject to voter approval, as an amount equal to all the proceeds of the Special Tax collected annually within such CFD and as defined by Article XIII B of the California Constitution, as adjusted for changes in the cost of living and changes in population.

17. Special Tax Accountability Measures. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the City Council hereby establishes the following accountability measures pertaining to the levy by the CFD of the Special Tax described in Section 8 above:

a. The Special Tax shall be levied for the specific purposes set forth in Section 7 hereof.

b. The proceeds of the levy of the Special Tax shall be applied only to the specific purposes set forth in Section 7 hereof.

c. The CFD shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

d. The City Manager, or his or her designee, acting for and on behalf of the CFD, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

18. CEQA. The City Council hereby finds that the CFD formation involves creation of a funding mechanism for certain ongoing service and maintenance activities that do not have any potential for significantly impacting the environment. Further, the City Council hereby finds that it can be seen with certainty that the proposed financing mechanism and services funded thereby have no possibility of resulting in a significant effect on the environment. Therefore, the City Council, in its independent judgment, finds that the project is exempt from CEQA, and hereby directs City Staff to prepare and file a Notice of Exemption with the County Clerk within five days of adoption of this Resolution pursuant to Section 21152 of the California Public Resources Code and Section 15062 of the CEQA Guidelines.

19. Effective Date. This resolution shall take effect upon its adoption.

EXHIBIT A

**CITY OF LEMON GROVE
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(MAIN STREET PROMENADE)**

DESCRIPTION OF SERVICES

The services (the "Services") described below are proposed to be financed by City of Lemon Grove Community Facilities District No. 2013-1 (Main Street Promenade) (the "CFD").

Services within the CFD may include all estimated and reasonable costs attributable to providing maintenance to the Main Street Promenade park, including but not limited to (1) estimated and reasonable costs of providing maintenance to the Main Street Promenade park, including but not limited to (i) the costs of contracting for park maintenance services, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, and (iv) City overhead costs associated with providing such services within the CFD; (2) reasonable Administrative Expenses; (3) any amounts required to establish or replenish a reserve fund that will not exceed 25% of the Special Tax requirement for that Fiscal Year; and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

EXHIBIT B

**CITY OF LEMON GROVE
COMMUNITY FACILITIES DISTRICT NO. 2013-1
(Main Street Promenade)**

RATE AND METHOD OF APPORTIONMENT

A Special Tax of City of Lemon Grove Community Facilities District No. 2013-1 (Main Street Promenade) ("CFD") shall be levied on all Assessor's Parcels within the CFD and collected each Fiscal Year commencing in Fiscal Year 2013-14 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the CFD, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel, expressed in acres, as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Subdivision Map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the Country Recorder.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Title 5 of the Government Code of the State of California, as amended.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the CFD to determine, levy and collect the Special Taxes, including salaries and benefits of City employees whose duties are directly related to administration of the CFD and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the CFD as determined by the City.

"Annual Escalation Factor" means the annual percentage increase, if any, in the Consumer Price Index for All Urban Consumers for the San Diego area as determined by the Bureau of Labor Statistics for the year ending the most recent previous calendar year.

"Assessor's Parcel" means a parcel of land shown on an Assessor's Parcel Map with a parcel number assigned by the Assessor of the County that corresponds to a number shown on the County Assessor's roll.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Base Year" means Fiscal Year ending June 30, 2014.

"Building Permit" means a permit issued for new construction of a residential or non-residential structure. For purposes of this definition, "Building Permit" shall not include

permits issued solely for grading, utility improvements, or other such improvements that are constructed and installed and are not intended for human occupancy.

“Building Square Footage” means the square footage within a structure, determined in the City’s sole discretion that shall be subject to the Special Tax pursuant to Section “C.”

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“CFD” means City of Lemon Grove Community Facilities District No. 2013-1 (Public Safety Services, Open Space and Park Maintenance).

“City” means the City of Lemon Grove.

“City Clerk” means the City Clerk for the City or his or her designee.

“City Engineer” means the City Engineer for the City or his or her designee.

“Commercial Property” means an Assessor’s Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for any non-residential use located in a commercial zoning district and all other property considered commercial as coded by the County’s assessor or as determined by the City, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Council” means the City Council of the City, acting as the legislative body of the CFD.

“County” means the County of San Diego, California.

“Developed Property” means an Assessor’s Parcel within the CFD for which a Final Inspection was granted on or prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied, based on the number of Dwelling Units, the amount of Commercial or Office building gross square footage, and/or the amount of Industrial lot area included in each authorized occupancy for that Assessor’s Parcel.

“Dwelling Unit” means each separate residential unit that comprises an independent facility capable of conveyance or rental separate from adjacent residential units, in which a person or persons may live, which comprises an independent facility and is not considered to be for non-residential use only.

“Exempt Property” means for each Fiscal Year, an Assessor’s Parcel within the CFD not subject to the Special Tax. Exempt Property includes: Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, and property reasonably designated by the City or CFD Administrator as Exempt Property due to deed restrictions, conservation easement, or similar factors.

“Final Inspection” means authorization issued by the City that allows for actual occupancy of a Dwelling Unit for habitation by one or more resident or allows for the occupancy of a Non-residential structure.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Industrial Property” means an Assessor’s Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for any allowable use in an industrial zoning district, which is not an office or financial institution and all other property considered industrial as coded by the County’s assessor

or as determined by the City, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Land Use Class” means any of the classes listed in Table 1 and Table 2 in Section “C.”

“Lot” means an individual legal lot consistent with the Subdivision Map Act for which a Building Permit could or has been issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section “C” below, that can be levied by the CFD in any Fiscal Year on any Assessor’s Parcel.

“Mixed-Use Property” means an Assessor’s Parcel of Developed Property containing or planned for containing a structure or structures that consists of one or more Dwelling Units and space for non-residential use.

“Non-Residential Property” means an Assessors’ Parcel for which a Building Permit has been issued for a non-residential use and which does not contain any Dwelling Units and which could be classified as Commercial Property, Industrial Property, Office Property, and Public Property.

“Office Property” means an Assessor’s Parcel of Developed Property for which a building permit(s) has been issued for purposes of constructing non-residential property for an office or financial institution in an industrial zoning district and all other property considered office as coded by the County’s assessor or as determined by the City, as of April 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Parcel Square Footage” means the Acreage multiplied by 43,560.

“Proportionately” means for Developed Property, the ratio of the actual Special Tax levied per Unit to the Maximum Special Tax per Unit for Developed Property is equal for all Assessor’s Parcels of Developed Property.

“Public Property” means for each Fiscal Year any property within the CFD that is, or is expected to be, used for rights-of-way, parks, public schools or any other public purpose determined by the CFD Administrator or is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency. Public Property does not include property for which a public agency is a landowner within the meaning of Section 53317(f) of the Act.

“Reserve Fund for Maintenance” means a fund that shall be created and maintained for the CFD for each Fiscal Year to provide necessary cash flow for the first six months of each Fiscal Year, reserve capital to cover monitoring, maintenance and repair cost overruns and delinquencies in the payment of Special Taxes and a reasonable buffer to prevent large variations in annual Special Tax levies.

“Residential Property” means an Assessor’s Parcel for which a Building Permit has been issued for purposes of constructing a residential structure or structures including, but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to fund the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections “C” and “D,” below.

“Special Tax Requirement” means that amount required in any Fiscal Year for the CFD to pay for: (1) estimated and reasonable costs of providing maintenance to the Main Street Promenade park, including but not limited to (i) the costs of contracting for

park maintenance services, (ii) the salaries and benefits of City staff, including maintenance staff, that directly provide park maintenance services, (iii) the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, and (iv) City overhead costs associated with providing such services within the CFD, (2) reasonable Administrative Expenses; (3) any amounts required to establish or replenish a reserve fund that will not exceed 25% of the Special Tax requirement for that Fiscal Year; and (4) reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"Taxable Property" means all Assessor's that are not Exempt from the Special Tax pursuant to law or as defined herein.

"Undeveloped Property" means, for each Fiscal Year, an Assessor's for which a Final Inspection for occupancy has not been issued on or prior to April 1st preceding the Fiscal Year in which the Special Tax is being levied and is not classified as Public Property, including a Parcel that is designated as a remainder parcel by any final documents and/or maps available to the CFD Administrator.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, commencing with Fiscal Year 2013-14, using the definitions above, each Assessor's Parcel within the CFD shall be classified as Taxable Property or Exempt Property. In addition, each Fiscal Year, beginning with Fiscal Year 2013-14, each Assessor's Parcel of Taxable Property shall be further classified as Developed Property or Undeveloped Property. Developed Property shall be further classified Residential Property, Non-Residential Property, or Mixed-Use Property.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

TABLE 1
Maximum Special Tax for Developed Property
Community Facilities District No. 2013-1
Fiscal Year 2013-14

Land Use Class	Description	Maximum Building Square Footage Special Tax	Maximum Lot Area Special Tax	Maximum Special Tax
1	Residential Property	\$0.08 per Building Square Footage applicable to residential area	\$0.00	Sum of Maximum Building Square Footage Special Tax and Maximum Lot Area Special Tax
2	Non-Residential Property	\$0.08 per Building Square Footage applicable to non-residential area	\$0.06 per Parcel Square Footage	Sum of Maximum Building Square Footage Special Tax and Maximum Lot Area Special Tax
3	Mixed-Use Property	\$0.08 per Building Square Footage applicable to residential and non-residential areas	\$0.00	Sum of applicable Land Uses Maximum Building Square Footage Special Tax and Maximum Lot Area Special Tax

On each July 1st following the Base Year, the Maximum Special Tax rates in Table 1 shall be increased in accordance with the Annual Escalation Factor.

2. Undeveloped Property

TABLE 2
Maximum Special Tax for Undeveloped Property
Community Facilities District No. 2013-1
Fiscal Year 2013-14

Land Use Class	Description	Maximum Special Tax
4	Undeveloped Property	\$0.055 per Parcel Square Footage

On each July 1st following the Base Year, the Maximum Special Tax rates in Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. Exempt Property

No Special Tax shall be levied on Exempt Property as defined in Section A. For each Fiscal Year, if the use or ownership of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in Section A, therefore making such Assessor's Parcel no longer eligible to be classified as Exempt Property, such Assessor's Parcel shall be deemed to be Taxable Property and shall be taxed pursuant to the provisions of Section C.1.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

Commencing with Fiscal Year 2013-14, and for each subsequent Fiscal Year, the CFD Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement:

The Special Tax shall be Proportionately levied each Fiscal Year on each Assessor's Parcel of Developed Property up to 100% of the applicable Maximum Special Tax to meet the Special Tax Requirement.

If additional monies are needed to meet the Special Tax Requirement, the Special Tax shall be Proportionately levied on each Assessor's Parcel of Undeveloped Property up to 100% of the applicable Maximum Special Tax.

E. APPEALS

Any landowner who pays the Special Tax and believes that the amount of the Special Tax levied on their Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any, the landowner believes such error still exists, such person may file a written notice with the City Clerk of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of any such written notice, the City Clerk shall forward a copy of such notice to the City Engineer who shall establish as part of the proceedings and administration of the CFD, a special three-member Review/Appeal Committee. The Review/Appeal Committee may establish such procedures, as it deems necessary to undertake the review of any such appeal. The Review/Appeal Committee shall interpret this Rate and Method of Apportionment and

make determinations relative to the annual administration of the Special Tax and any landowner appeals, as herein specified. The decision of the Review/Appeal Committee shall be final and binding as to all persons.

F. MANNER OF COLLECTION

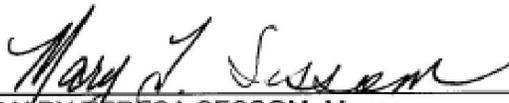
Special Taxes levied pursuant to Section "D" above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the CFD may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the CFD or as otherwise determined appropriate by the City Council.

G. TERM OF SPECIAL TAX

Taxable Property in the CFD shall remain subject to the Special Tax in perpetuity or until the City Council takes appropriate actions to terminate the Special Tax pursuant to the Act.

PASSED AND ADOPTED by the City Council of the City of Lemon Grove, California on May 7, 2013, by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	xx			
Howard Cook	xx			
George Gastil	xx			
Jerry Jones	xx			
Racquel Vasquez	xx			


 MARY TERESA SESSOM, Mayor

Attest:


 SUSAN GARCIA, City Clerk

CERTIFICATION OF CITY CLERK

I, Susan Garcia, City Clerk of the City of Lemon Grove, California do hereby certify the foregoing to be a true and exact copy of Resolution No. 2013-3182 duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

 SUSAN GARCIA, City Clerk

RESOLUTION NO. 2014 - 3296

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING AN AGREEMENT WITH KIMBERLY PARIS TO MANAGE THE LEMON GROVE
CERTIFIED FARMERS MARKET**

WHEREAS, in September 2013, the City of Lemon Grove completed the construction of the Main Street Promenade Park (Promenade); and

WHEREAS, the Promenade is located south of the Citronica One building located at 7765 North Avenue; and

WHEREAS, in June 2014, staff searched for farmers market and outdoor retail vendors to partner with the City at the Promenade; and

WHEREAS, Kimberly Paris of Imperial Beach Certified Farmer's Market model was determined, by staff, to be the best fitting model for the Promenade location; and

WHEREAS, the Lemon Grove Certified Farmers Market (Market) will be held once per week, rain or shine; and

WHEREAS, the farmers market will benefit the local neighborhood because of the variety of goods available for purchase and will encourage a common recreational area; and

WHEREAS, the intent of the farmers market is to provide the community with a safe, family-friendly gathering place to go for fresh, local fruits and vegetables available and provide the opportunity for citizens to learn more about healthy eating; and

WHEREAS, the duties of Kimberly Paris, who will serve as the market manager, would include the opening and closing of the market, enforcement of all health and safety requirements, verification of vendor permits/certification, market cleanliness, supervision of any volunteers, traffic/parking, best management practices training to staff/volunteers/vendors, supervision of security patrol, and provision of customer services.; and

WHEREAS, the City of Lemon Grove has the discretion to cancel the Lemon Grove Farmers market in lieu of other schedule events or activities that may conflict with the operation of those events and the public's use of the park; and

WHEREAS, City staff has concluded that there are no foreseeable concerns that cannot be successfully mitigated without prior coordination and communication with the neighboring community.

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

1. Approves the agreement (**Exhibit 1**) with Kimberly Paris to manage the Lemon Grove Certified Farmers Market; and
2. Directs the City Manager or designee to execute and manage all related documentation.

/////
/////

PASSED AND ADOPTED: On December 16, 2014, the City Council of the City of Lemon Grove, California adopted resolution No. 2014-3296 by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	XX			
George Gastil	XX			
Jerry Jones	XX			
Jennifer Mendoza	XX			
Racquel Vasquez	XX			


 MARY TERESA SESSOM, Mayor

Attest:



 SUSAN GARCIA, City Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3

Meeting Date: September 17, 2019

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works

Staff Contact: Mike James, Assistant City Manager / Public Works Director

mjames@lemongrove.ca.gov

Item Title: Promenade Park Rejuvenation Plan Final Report

Recommended Action: That the City Council receives the report and provides feedback to staff.

Summary: In 2018, the City Council directed staff to work with students from the Urban Design Club with the NewSchool of Architecture (Design Club) to activate and energize the Promenade Park. This report highlights what the Design Club has completed and concludes with recommendations for the City Council to consider moving forward.

Discussion: In an effort to activate and energize the Promenade Park, the City Council directed staff to work with students from the Design Club to create and implement an outreach plan to solicit feedback from park patrons as to what each person would like to see in the park (**Attachment A**).

From that plan, the Design Club took action to move forward as materials, supplies and labor were donated. The report (**Attachment B**) summarizes the entire project, from start to finish, and highlights activities that the Design Club recommends the City consider to continue with a permanent plan to activate and energize the Promenade Park.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

Promenade Park Rejuvenation Plan Final Report
Page | 1

Staff Recommendation: That the City Council receives the report and provides feedback to staff.

Attachments:

Attachment A – Promenade Park Rejuvenation Plan Staff Report – November 20, 2018

Attachment B – Urban Design Club Summary Report

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. Item 5
Mtg. Date November 20, 2018
Dept. Public Works

Item Title: Promenade Park Rejuvenation Plan

Staff Contact: Mike James, Assistant City Manager / Public Works Director

Recommendation:

That the City Council receive a report and provide feedback regarding the NewSchool of Architecture's Urban Design Club's rejuvenation plan at the Promenade Park.

Item Summary:

On June 19, 2018 the City Council received a presentation (**Attachment A**) prepared by students from the NewSchool of Architecture detailed a plan to activate and energize Promenade Park with ideas stemming from tactical urbanism. The proposal outlined a plan in which the students would solicit feedback from the park patrons, conduct outreach with local businesses, reach out to the residents from neighboring residential units, and conclude with a detailed 90-day plan that outlines all of this information in conjunction with methods to enhance the park that can be accomplished in a set time period with a specific measurable outcome.

Since the City Council approved the outreach plan, city staff has worked with the students to coordinate the feedback process from park patrons and provide additional responses to questions that the students had as they progressed through the process. The final proposal (**Attachment B**) includes a site plan with identified local partners, list and quantified materials/supplies needed to construct improvements, list tasks or services for the City to perform during the trial period, and concludes with a request that the City Council provides feedback as to whether the plan should be implemented and which solutions should be integrated.

Fiscal Impact:

No fiscal impact.

Environmental Review:

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

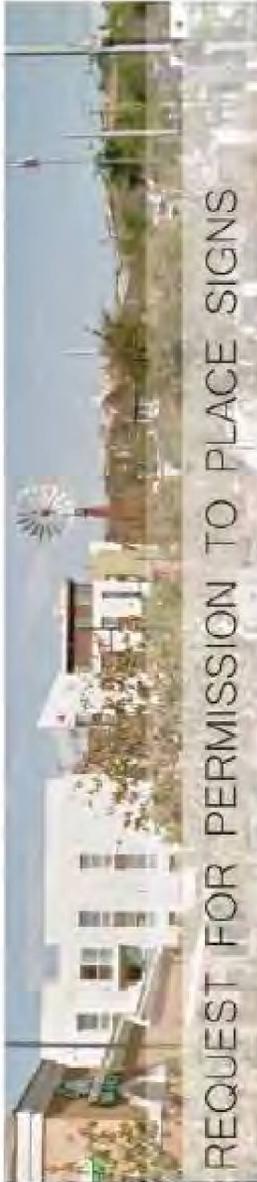
Public Information:

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

Attachments:

- A. Urban Design Club Request for Permission to Place Signs
- B. Final Proposal

Attachment A



REQUEST FOR PERMISSION TO PLACE SIGNS

THE PROJECT METHODS OF ATTACHMENT

The City of Lemon Grove is coordinating with us to explore the opportunity to temporarily redesign the Promenade Park, located behind the Trolley stop at the intersection of Lemon Grove Ave and Broadway. We believe that the City of Lemon Grove deserves beautiful and functional public space. We believe by increasing connections to downtown Lemon Grove, and programming the park according to the needs of the community, we can elevate a currently underused, but valuable resource for the community.



Address	Sign Type	Sign Size	Sign Color	Sign Material	Sign Location
1200	Signpost	6' x 6'	Green	Aluminum	Corner
1205	Signpost	6' x 6'	Green	Aluminum	Corner

PRECEDENT

1993 San Jose San Antonio Center is a precedent for what is now proposed. A residential urban park in an urban setting in San Jose.



WHO WE ARE

U R B A N D E S I G N S
ARCHITECTURE AND DESIGN
400 BROADWAY, 4TH FLOOR
SAN JOSE, CA 95101



Urban Design Club is a newly established club from the NewSchool of Architecture and Design, formed by Jose Barron and Francisco Gonzalez. We are interested "city building" especially, in designing spaces which create more active and cohesive communities. We believe that good design considers the entire community, creating spaces for everyone. Our advisors are Julie Steiner, Frank Webster, Howard Baccosa, and Hannan Hobbs.

W O R K I N G



Our goal is to give the community a way to communicate what they want to occur in the park. By placing posters in specific places, we can gain insight to which spaces are most valued in their former realm.

N E X T S T E P S

- 1.) Formulate a tactical urbanism temporary amenity plan
 - 2.) Obtain approval from City Council and Staff
 - 3.) Coordinate funding
 - 4.) Plan a kickoff event
 - 5.) Return to Council to present findings and recommendations
 - 6.) Implementation of design
- After 90 days, we will evaluate with City Council and staff the issues and concerns associated with the plan and formulate a permanent improvement plan for consideration.

Attachment A

Title: Promenade Park Rejuvenation Plan

Team: NewSchool of Architecture and Design- Urban Design Club
Francesca Redetzke, Madison Rolf, Jason Nededog, Colin McGregor, Erik Vang, and Tyler Jones

Focus: Tactical Urbanism. Defined as an umbrella term used to describe a collection of low-cost, temporary changes to the built environment, usually in cities, intended to improve local neighborhoods and city gathering places.

Based on research performed in Lemon Grove through canvassing, hosting community meetings, surveying and posting signs for park users to write on, precedent research, continual communication, and evaluation from advisors between July 2, 2018 and the date of this report was created, a proposal was created to implement several physical and non-physical amenities to the Promenade. Contingent on approval from the City Council and fundraising, the proposed changes, listed below, are anticipated to occur in the 90-day period:

- a. Increase seating and shade in the form of umbrellas, collapsible shade structures, lounge chairs, tables and benches.
- b. Nighttime activation through lighting and events.
- c. Increase recognition through visible signage, social media activity, and partnerships with local businesses.
- d. Create activities for children such as a tire play area and a sensory herb and sound garden.
- e. Create a dog Park with support from local residents and businesses.
- f. Create a lounge and food truck area in place of the vacant lot in the middle of the Promenade Park.
- g. Create an event schedule, taking place mainly on Saturday mornings, in partnership with Studio Nectary, Art Science Complex, Lemon Grove Community Garden, PAWS San Diego, and the Lemon Grove Clergy Association.

By activating the Promenade Park it is anticipated that an increase in foot traffic in Lemon Grove's downtown will occur and it will positive impact the businesses adjacent to the Park. The project team believes with a few changes to activities and events, the Promenade Park will become attractive to residents and visitors. Initial feedback revealed that the Promenade Park was underutilized because most Lemon Grove residents are unaware that the Promenade Park is an available public space for use. And those who did know about the park there was little to no activities to do in the space. By providing seating and activity spaces, the Promenade Park may become an amenity for both the residents and the businesses of Lemon Grove.

*Promenade Park Rejuvenation Plan Final
Report*
TNU | a

Attachment B



Attachment II

Urban Design Club, NewSchool of Architecture and Design

Temporary Tactical Urbanist Intervention in Lemon Grove's Promenade Park

1. Origin of project

Urban Design Club (UDC) met with former City Planner David Devries in March of 2018 to discuss a collaboration with the City of Lemon Grove following in the footsteps of the Sage Project (San Diego State University).

Promenade Park was proposed by the City as a potential site, given the on-going problems with misuse, crime, and maintenance. A temporary intervention using "Tactical Urbanism" principles was approved by City staff contingent on approval by City Council.

2. Initial research

a. Site analysis

- i. In conjunction with Lemon Grove City Planners, UDC walked the site and surrounding area, taking note of context, lines of sight, existing conditions, park users and their locations and activities, environmental comfort (sunlight, temperature), and entrance/exit accessibility. A second site visit was conducted with Mike Burnett at a later date.



Fig. 1 Existing conditions

- ii. Neighborhood context, circulation paths and adjacent use studies were completed.



Fig 2. & 3. Context and circulation diagrams

b. Case studies and expert advice

- i. UDC was advised by Frank Weldon, Howard Blackson, Mike Stegner, and Kate Goodson
- ii. Case studies included Ryde Warren Park in Dallas, Fair @ 44 in City Heights, the Canyon Restoration efforts in City Heights, and Quartyard in East Village.

The case studies indicated that increased programmed activity and a combination of public/passive (ie. seating) and commercial/active spaces (ie. coffee cart and games) created safe and comfortable public spaces. The case studies showed that urban park spaces which offered multiple complementary amenities, for example dog park, coffee cart, beer, and games attracted consistent use from the community. Parks which engaged and accommodated a variety of age groups and users were most successful.

c. Sign experiment

In order to gauge park use and desired changes from the local community, with the approval of City Council, UDC placed five signs asking "What do you want here?" throughout the park. Signs were left up for a month (June 2018) and received over 50 different recommendations from park users.

Signs were placed in significant locations as a barometer of the number and type of users in those locations. UDC concluded at the end of the experiment that users on the north end of the park consisted of "regulars", or regularly returning patrons, while users near the south entrance were typically infrequent visitors. The south entrance of the park is busier and receives more vandalism and/or rough treatment from use.

Feedback from the signs expressed a desire to re-open the public bathrooms on site, more restaurants and retail in or near the park, art, seating and shade, a higher degree of security, more activities for children, and better representation of minority cultures in the park's aesthetic.



Fig 4. Signs and placement

3. Community outreach and findings

UDC was committed to designing for the local community. In addition to frequently visiting the park during June of 2018 to monitor the sign experiment, UDC attended/hosted several community meetings and events during a three-month period (June- August, 2018).

a. Concerts in the Park

UDC set up a booth at Barry Street Park on four occasions during the Summer Concerts in the Park series. The purpose was to engage the wider community.

Many residents were unaware that Promenade Park was a public space, and most had not been there.

b. Surveys

Paper surveys were distributed to the Citronica and Celsius apartment complexes, as well as at Concerts in the Park.



Fig. 5 & 6 Data collected from surveys

c. Community Meetings at Citronica

UDC hosted two community meetings open to the public, but which primarily drew residents from Citronica and Celsius residents. The goal for both meetings was to understand how Promenade Park was used by the residents and what they hoped to see brought to the site.

The overwhelming consensus from the residents was that Promenade Park was unsafe and actively drew crime to the surrounding area. Most asked for an increased security presence, and some asked to make the park more pleasant for children.

d. Clergy Breakfasts

Promenade Park has been formally adopted by Cornerstone Church from Lemon Grove, and several churches in area, in addition to advocating for the community, volunteer to maintain and activate the park. UDC felt it was important to partner with the existing efforts.

UDC attended several Clergy breakfasts which are attended by other community organizations, including the Police Department, Thrive- Lemon Grove, and often, City representatives.

Attending these meetings allowed UDC to coordinate with existing efforts, partner with community members and organizations for input and support, and to engage with the larger community.

4. Proposal

November, 2018, UDC presented their design proposal for Promenade Park, which was then approved by City Council. UDC proposed to implement several physical and non-physical amenities to the Promenade for 90-days.

- a. Increased seating and shade in the form of umbrellas, collapsible shade structures, lounge chairs, tables and benches.
- b. Nighttime Activation through lighting and events.
- c. Increased recognition through visible signage, social media activity and partnerships with local businesses.
- d. Activities for children; a tire play area and a sensory herb and sound garden.
- e. Dog Park- with support from the incoming Pet Hospital
- f. Lounge and Food Truck area in place of the vacant lot directly in view of Colsius, market-rate apartments.
- g. Events- taking place mainly on Saturday mornings, in partnership with Studio Nectary, Art Science Complex, Lemon Grove Community Garden, and PAWS San Diego



Fig 7. Design proposal

Statement of Intent:

"We expect that activating the Promenade will increase foot traffic in Lemon Grove's downtown, greatly impacting the businesses adjacent. We believe that with few changes,

the Promenade could become attractive to residents and visitors, given its location in near businesses and by the trolley. Although currently depressed and underused, we found that many Lemon Grove residents are unaware that the Promenade is an available public space, and those who do find that there is little to do in the space. By providing seating and activity spaces, the Promenade can become an amenity for both the residents and the businesses of Lemon Grove.”

- i. UDC proposed three tiers of implementation based on fundraised income. If \$2500 could not be raised within three months, UDC proposed to use all fund to host a single event in Promenade Park instead of hosting a 90-day implementation.

Tier 1- \$2500: Tire Play area, increased shade and seating, and signs at the north and south entrance



Fig 8. Tier 1

Tier 2- \$5000: Tier 1, dog park, and children's sensory (music/herb) garden



Fig 9. Tier 2

(fundraising tiers continued from previous page)

Tier 3 - \$10,000: Would include entire proposal (see fig. 7.)

5. Fundraising

UDC raised \$2,690 through small dollar donations from community members and locally invested businesses.

UDC partnered with New School Foundation for the Arts, a nonprofit, in order to receive tax deductible donations for large gifts, and used GoFundMe, a crowd funding website to receive smaller gifts from community members.

6. Implementations

a. Herb garden

UDC planted culinary and fragrant herbs and plants. A drip irrigation system was installed in order to provide water to the newly planted garden.



Fig. 10. Jason Nededog, Madison Rolf and Francesca Redatzke planting the herb garden.

b. Tire play area

Used tires were salvaged and cleaned, then zip-tied together to create a low cost/low risk play area adjacent to existing play structures.



Fig 11. Increased use of play structures with added tire play area

c. Solar powered string lights

String lights were installed along the promenade for increased nighttime ambiance.



Fig 12. Solar powered string lights

d. Increased seating

Ikea furniture was attached to a concrete weight using steel rope to allow for the maximum amount of flexible arrangements while still discouraging theft.



Fig 13-14. Casting concrete weights and example concrete weight with table/chair arrangement

iii. Art in the Park

Art Science Complex, Lemon Grove Sheriff's Dept, and Thrive Lemon Grove hosted booths. UDC hosted a "Paint a Piano" booth.



Fig 18-19. Painting the piano

iv. Park-fest

Lemon Grove Historical Society, Sheriff's Dept, Fire Depart, and Thrive Lemon Grove hosted booths. The event included free tacos and popcorn, along with face painting, game bounce house, live music, and a "puppy social". Cornerstone Community Church partnered with UDC for this event.



Fig 17. Parkfest

7. Outcome

a. Physical implementations

Many of the physical implementations received heavy vandalism or were outright removed from the park.

- i. Solar powered string lights were hung too low and were accidentally taken down when the Fire Dept had to access the park.
- ii. A piano was outright stolen.

- iii. Zip ties holding together the tire structure were not strong enough to endure sustained heavy use from the public.
- iv. Although some furniture is still in the park, and is used by park users, some of the tables and chairs were cannibalized (wood was stripped from the metal frames).
- v. The herb garden- which is maintained by Hitzke Development- is thriving.
- vi. Parkfest was a successful event, however, NYE, Art in the Park, and the Herb Garden event all took place on rainy days, and attendance was affected.

b. Causes

UDC provided most of the labor, and in some cases, constructed aspects of the physical implementations. We believe that given proper construction, our designs would have been more effective.

Secondly, all events and implementations were voluntary. UDC did not have the capacity to pay staff or create a team for marketing/ programming events, etc. Therefore, anyone involved in the Promenade Park effort did so in their own free time, outside of school, work, or other commitments. We feel that events and other types of programming, in addition to marketing would be successful tools for meaningful change. This requires a revenue stream for the City of Lemon Grove Events Dept. or a partnership with an organization with a revenue stream and the ability to program and market, if not both.

Third, security had been a major concern among the Public and the City of Lemon Grove from the outset. Given our scope and our status as a student organization, we were unable address that concern in a successful manner.

c. Lessons learned

Over the course of a year, UDC has conducted useful research and developed an underlying design strategy that could be successful given proper implementation.

Vandalism and a transient population present challenges in placing unattended physical implementations in the park. Sight lines into the park are limited and the entrances are not well marked. Many residents of Lemon Grove believe that Promenade Park is a part of the Celsius and Citronica properties and do not know that it is open to the public. Finally, nighttime activity due to the trolley, as well as the length and limited access to the park make it difficult to police, especially at night.

Our original design intent was to create walkable connections into the park from downtown Lemon Grove and program "destinations" or reasons to enter and continue to walk through the entire length of the park. We believe that increased activity will benefit the park (increased safety, a higher public interest in maintaining the space), as well as businesses downtown. We believe the events, especially Parkfest, are evidence of the potential Promenade Park for being a successful space.

UDC does not believe that a voluntary effort will be sustainable in creating change for the park. Therefore, there should be a vested commercial interest (or multiple) along the park. The incentive to maintain the park will arise from the potential for a private business to make a profit. Those businesses will provide users with increased security, and reason to enter the park (ie. to grab a cup of coffee while walking the dog).

Without increased revenue to maintain and program the park, as well as an increase in security- whether it be from a security company/ police department, or through an increase in use and more “public eyes” to naturally detract from bad behavior, it is reasonable to assume the park will continue to be a nuisance to the community.

8. Moving forward

We believe a sustainable business model would allow an active business to rent space in the park at a subsidized rate in return for programming events would result in more, and regular pedestrian traffic. Quaryard and Fair @ 44 are two successful examples which follow a similar model.

Creatively funding maintenance and new implementations for Promenade Park is essential in creating a healthy urban core for Lemon Grove. Pop/Arch, a local design firm who advised UDC through the design and fundraising portion of this project, and whose office is located on the bottom floor of the Citronica complex, should play a role in creating and implementing a plan moving forward.

Francesca Redetzke, president and founder of UDC, is committed to capitalizing on the research and partnerships built from working within the community for over a year on the Promenade Park project. Despite the challenges Promenade Park presents, the site has enormous potential as a central public space to a revitalized downtown. Investing in creating a vibrant space for the community should be a City priority. Francesca hopes to continue to work towards that vision, in partnership with Pop/Arch and the City of Lemon Grove.









**APPEAL APPLICATION &
REQUEST FOR PUBLIC HEARING**

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

APPLICANT: *Pick Axe Holdings LLC* PHONE: [REDACTED]
ADDRESS: [REDACTED] FAX: [REDACTED]
EMAIL: [REDACTED]

CASE/PROJECT NUMBER: *MUP # 190-0005* 190-0005

DECISION /CONDITIONS OF APPROVAL BEING APPEALED (INCLUDE CONDITION ITEM NUMBERS):
Permit is deemed approved by operation of law. Staff missed deadline to respond by 11/27/2019 per 17-28.024(H)

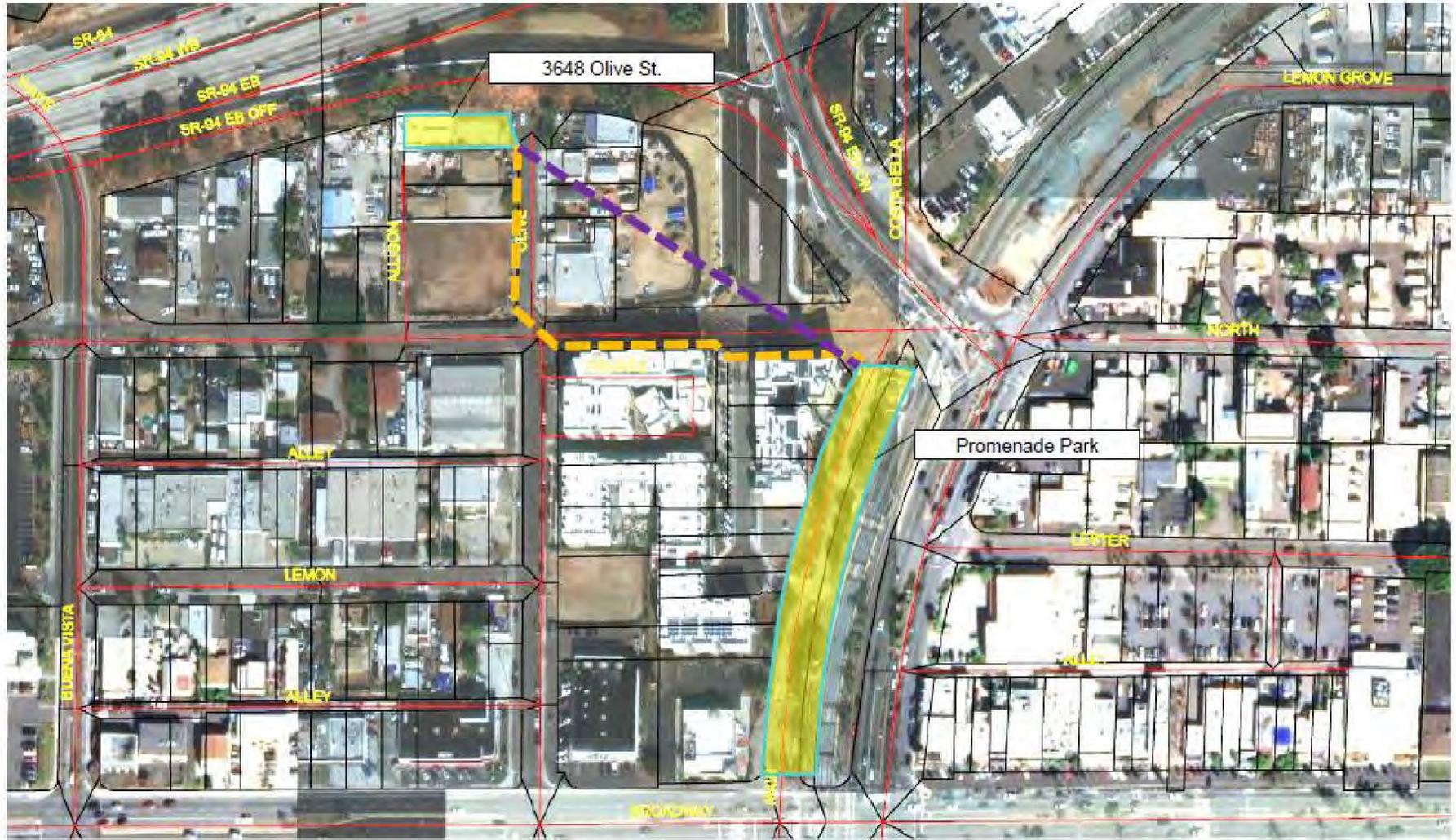
SPECIFIC REASON(S) FOR APPEAL OR REQUEST FOR PUBLIC HEARING:
Appealing city staff's decision on 3468 Olive St Early Separation findings. The application was filed on Sept 30, 2019. At that time city staff gave the address of 3240 Main St as the park. After that I requested by PRA list of all parks by city clerk. Main St Promenade was NOT listed. This info provided by city encouraged me to move forward.

[REDACTED] *12/16/2019*
Applicants Signature Date

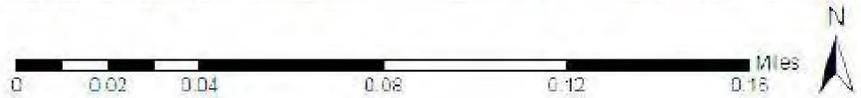
TO BE COMPLETED BY PLANNING STAFF

FILE #(s):
DATE: *CITY OF LEMON GROVE*
FEES: RECEIPT #: *DEC 18 2019*

COMMENTS and/or CONDITIONS:
DEVELOPMENT SERVICES



- Approx. 576 feet (P.L. to P.L.)
- Approx. 750 feet (Public Sidewalk)



Updated: 12/03/19

From: alman grant [REDACTED]
Date: Apr 28, 2020 7:38 PM
Subject: 3648 Olive St. Weed Dispensary Feedback
To: Shelley Chapel <schapel@lemongrove.ca.gov>
Cc:

Hi Shelly, I was directed to you for feedback regarding legal appeal for operation of a cannabis dispensary at 3648 Olive Street.
My name is Alman Grant, owner operator of Arbor Task Tree Service and my business address is 3619 Olive Street.

The site at 3648 Olive Street was operating as a dispensary previously for 6 to 8 weeks. During this time the following occurred.

1) Stadium event level of traffic on a dead end street. 2) Customers of the dispensary parking their vehicles on my property blocking access to my property as well as the other businesses and residential drive ways. 3) Mother leaving baby unattended in a vehicle to walk 1/2 block to buy weed at the dispensary, beyond sight. 4) Man fondling a woman's posterior and other things on my property just outside my window while waiting in line on my property for the dispensary. 5) Neighbors children could no longer play in the street. 6) Operator of the dispensary wandering onto my property and was asked to leave, the next morning a large dent was noticed on the hood of my company vehicle. 7) Dispensary security personnel attempting to exert authority in a public thoroughfare and inadequate traffic control. 8) This situation will escalate into violence eventually as the whole neighborhood gets fed up, especially me.

To The City Of Lemon Grove, this site is inappropriate for a Cannabis Dispensary or other high traffic volume business simply because it is a dead end with no way to drive through which is too disruptive, impeding surrounding business and people's livelihood.

From: david stebbins [REDACTED]
Sent: Tuesday, April 28, 2020 8:58 PM
To: Shelley Chapel <schapel@lemongrove.ca.gov>
Cc: Jerry Jones <jjones@lemongrove.ca.gov>; David Arambula <darambula@lemongrove.ca.gov>; Yadira Altamirano <yaltamirano@lemongrove.ca.gov>; Jennifer Mendoza <jmendoza@lemongrove.ca.gov>; Racquel Vasquez <rvasquez@lemongrove.ca.gov>
Subject: Opposition to marijuana clinic on olive (AA1-900-003)

Dear City Council members,

I am a property owner on olive st. In lemon grove. I am strongly opposed to the condition use permit for the marijuana store. If you recall there was an illegal clinic that opened up at that location a few years ago and the results were disastrous to the neighborhood and area; it was like a 24 hour block party...every day.

I do not see that this would be any different. Please note that there are several homes on this block in addition to the business there.

In addition, as staff has pointed out the marijuana store will not meet the clear guideline and requirements for all the reasons set out in the staff report.

Please, there is no upside and plenty of downside to establishing a marijuana outlet in this block.

David Stebbins
The Stebbins Group IIc
[REDACTED]

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CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3

Meeting Date: May 5, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

Staff Contact: Molly Brennan, Administrative Services Director
mbrennan@lemongrove.ca.gov

Item Title: **California Joint Powers Insurance Authority Participation**

Recommended Action:

1. Authorize participation in the California Joint Powers Insurance Authority (CJPIA) and approve the use of the CJPIA and Alliant Insurance Services for other insurance needs; and
2. Adopt a resolution (Attachment B) to join the California Joint Powers Insurance Authority and execute the Joint Powers Agreement (Attachment C); and
3. Adopt a resolution (Attachment D) to join the California Joint Powers Insurance Authority's Primary Liability Protection Program; and
4. Adopt a resolution (Attachment E) delegating tort liability claims handling responsibilities to the California Joint Powers Insurance Authority; and
5. Adopt a resolution (Attachment F) to join the California Joint Powers Insurance Authority's Excess Workers' Compensation Protection Program; and
6. Adopt a resolution (Attachment G) to provide Worker's Compensation Coverage for certain City of Lemon Grove volunteers; and
7. Authorize the City Manager, or their designee, to execute the CJPIA related agreements and documents; and
8. Authorize the Administrative Services Director, or their designee, to fund and replenish reserve funds for the payment of the self-insured retention (SIR) portion of workers' compensation claims.

Summary:

The City of Lemon Grove has been a member of PRISM (previously known as the California State Association of Counties Excess Insurance Authority, CSAC-EIA) since 2004. The City participates in a variety of insurance programs through PRISM including Excess General Liability, Excess Workers' Compensation, Property, Crime, Cyber, and Pollution. Although the City has had a successful partnership and is satisfied with the

services provided by PRISM, the recent 29% increase in the amount of premiums paid over the past two years resulted in staff to reevaluate its program in place to ensure the City is getting the best value for its insurance needs.

In order to achieve cost savings and gain access to additional on-site member resources, staff has determined the best option available for the provision of insurance coverage is for the City to become a member in the California Joint Powers Insurance Authority (CJPIA). It is recommended at this time that the City Council approve Lemon Grove's membership in CJPIA, switch from an excess general liability program to a primary general liability program and pool our self-insurance worker's compensation program through CJPIA effective July 1, 2020.

Discussion:

Municipal entities have the option of either participating in a self-insurance pool or obtaining a non-pooled traditional insurance policy for the provision of general liability and workers' compensation insurance. In nearly all cases, pools offer more favorable coverage, terms, conditions, and limits tailored to the needs of their public entity participants. Furthermore, if a pool has a more favorable loss experience, funds not spent on claims are retained specifically for the benefit of the members. In the long term, pools are generally more cost-effective for pool members.

The main disadvantage to consider before electing pool membership is the fact that monies collected in the pool are shared in the payment of losses for all members, and most pooling agreements contain assessment provisions if funds are not available to pay claims or expenses. This means that the overall risk management approach taken by each individual agency within the pool has a direct impact on the costs for other members.

In the case of PRISM, even though Lemon Grove has enjoyed a lower loss rate than the pool average for general liability and workers' compensation insurance, our base premium costs have continued to rise due to the fact that other PRISM members have experienced more volatility that resulted from the recent wildfire, employment liability claims events, as well as large financial judgments against local government entities.

CJPIA

The CJPIA is a joint powers insurance authority located in La Palma, California. Formed in 1977, the CJPIA currently provides self-insurance and commercial insurance services to approximately 120 municipal agencies throughout California. A Board of Directors, consisting of one elected official appointed by each member agency, governs the CJPIA. If the City adopts the resolutions to join the CJPIA tonight, the appointment of our elected official to the Board will take place at the May 19th City Council meeting.

In addition to insurance services, the CJPIA provides services to member agencies including employee training, risk management, loss control, operational audits, and general insurance advice. Of particular interest to the City of Lemon Grove is access to a regional risk manager who will help staff design an annual training schedule for employees based on best practices and our specific loss history. By participating in CJPIA's general liability and workers' compensation programs, the City will have access to all of CJPIA's trainings at no additional cost to the City. These training opportunities will provide the Lemon Grove workforce with the professional development they need even if the City cuts departmental training budgets for FY20/21 as proposed at the April 28th budget workshop.

General Liability Coverage

Currently, the City has an excess general liability policy with PRISM with self-insured retention of \$100,000. That means the City pays out of pocket for all liability costs per occurrence up to \$100,000 and then the insurance reimburses the City for costs over \$100,000. Those out of pocket expenses can include outside legal services, settlement payments, professional services, and the third party claims administrator (currently George Hills). The City also incurs costs related to general liability claims that are not allowed to be counted towards reaching our self-insured threshold of \$100,000, such as staff time and City Attorney time. Both PRISM and CJPIA offer excess liability with \$100,000 self-insured retention for fiscal year 2020-2021 (FY20-21) at equivalent premiums.

PRISM is an excess insurance authority and does not offer primary general liability coverage, or first-dollar coverage, for its members. CJPIA does offer a primary liability program and quoted the City a premium of \$207,800 for FY20-21. The primary liability program provides first-dollar coverage with no deductibles or member retained limits. The program offers \$50M of coverage per occurrence. The program is funded by annual contributions that represent an "all-inclusive" charge that covers the pool's retained layer, excess and reinsurance premiums, claims administration fees, operating expenses, and most training and risk management program expenses.

If the City continues excess general liability coverage with PRISM for FY20-21, the City will incur approximately \$251,000 in expenses, in addition to staff time and City Attorney time spent on claims. If the City moves to the primary general liability program through CJPIA for FY20-21, the City will pay \$207,800 in expenses and we estimate staff time spent on claims will be reduced by 80% and the City Attorney costs will decrease by \$20,000. Therefore, moving to a primary general liability program with CJPIA for FY20-21 will save the City an estimated \$63,200.

If the City joins the CJPIA primary general liability program the minimum commitment period to remain in the program is three years. By joining the primary general liability

program, City Council is authorizing CJPIA and its professional insurance representatives to handle small dollar claims without City Council's feedback on each individual claim. Quarterly, staff will provide a report to Council on the claims filed and the status of open claims. If a claim or suit is anticipated to cost over \$50,000, representatives from CJPIA will provide City Council with a closed session briefing.

Excess Workers' Compensation Coverage

Currently the City has an excess workers' compensation policy with PRISM with self-insured retention of \$125,000 per claim. On page 14 of the cost indication (Attachment A), the graph reflects the City's workers' compensation loss history over the last ten years. During that period only three claims have exceeded the City's \$125,000 self-insured retention, a better than average loss history for an agency of our size.

The estimated premium to renew coverage for FY20/21 with PRISM is \$142,000 plus an estimated \$5,500 for the third party claims administrator (Adminsure). CJPIA offers coverage at either \$100,000 or \$150,000 self-insured retention (SIR), but they currently have no members enrolled at the \$100,000 level, so they asked the City if we would be willing to enroll in the \$150,000 SIR policy. After reviewing the City's loss history detailed in Attachment A, staff is comfortable recommending a \$25,000 increase in our self-insured retention. The cost savings in premium and third party administration fees more than offsets the low probability of having to pay for an additional \$25,000 of claims costs. CJPIA is offering the City excess workers' compensation coverage at \$150,000 SIR, including claims administration, in FY20-21 for \$120,200.

Joining the excess workers' compensation program with CJPIA for FY20-21 will save the City an estimated \$27,300. In addition, the City will have full access to CJPIA's innovative risk management and training programs, have a dedicated claims management team, and utilize defense counsel from the CJPIA's pre -approved panel of attorneys. When joining the CJPIA excess workers' compensation program, the Authority requires new member agencies adopt a resolution recognizing that coverage extends to our volunteers to be in compliance with section 3363.5 of the labor code (Attachment G).

Payment of workers' compensation claims are currently paid out of a bank account the City shares with the third party claims administrator Adminsure. A similar set-up will be used with the CJPIA workers' compensation claims administrator Sedgewick. They will open a trust account on behalf on the City and all claims costs under \$150,000/claim will be paid from that account. The City will maintain an appropriate level of funding based on our claims payment history. If the City joins the CJPIA excess workers' compensation program, staff is asking City Council to authorize the Administrative Services Director, or their designee, to fund the account for future workers' compensation claims.

Commercial Insurance Programs

Lemon Grove purchases property, pollution, crime, and cyber insurance policies through PRISM. The current property insurance policy renewed with PRISM on 3/31/20 for one year, so it is not eligible to transition to CJPIA at this point in time. Staff is recommending that when the policy ends on 3/30/2021, the City joins CJPIA's property program in order to maintain our insurance coverage as a package through a single carrier.

Currently the City purchases a cyber-security policy through PRISM at an estimated premium of \$2,600 for FY20-21. If the City joins CJPIA's primary general liability program, cyber security coverage is included at no additional cost, saving the City another \$2,600 in FY20-21.

The CJPIA contracts with Alliant Insurance Services for administering the crime insurance program which provides coverage for the following exposures: faithful performance, depositor's forgery, money and securities crime and computer fraud. The FY20-21 crime policy premium with PRISM is \$2,100 and with CJPIA is \$2,000, a cost savings of \$100. PRISM also contracts with Alliant Insurance Services, so transitioning the commercial insurance programs will be straightforward.

Conclusion

For the reasons stated above, staff recommends that the City Council approve membership in the CJPIA's general liability, workers' compensation, and authorize the purchase of other insurance programs through the CJPIA and Alliant Insurance Services. Joining CJPIA requires a three-year commitment. During that period and throughout membership, staff will continuously evaluate the program to determine whether the expected savings are being achieved, are loss frequencies reduced or held at a minimum and are the JPA's philosophies aligned with the City's philosophies.

Environmental Review:

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

Fiscal Impact:

Excluding property coverage for the time being, moving all other insurance coverage to CJPIA will save the City approximately \$92,571 in FY20-21.

Public Notification: None

Staff Recommendation:

1. Authorize participation in the California Joint Powers Insurance Authority (CJPIA) and approve the use of the CJPIA and Alliant Insurance Services for other insurance needs; and
2. Adopt a resolution (Attachment B) to join the California Joint Powers Insurance Authority and execute the Joint Powers Agreement (Attachment C); and
3. Adopt a resolution (Attachment D) to join the California Joint Powers Insurance Authority's Primary Liability Protection Program; and
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Attachments:

Attachment A – Cost Indication

Attachment B – Resolution to Join the California Joint Powers Authority

Attachment C – CJPIA Joint Powers Agreement

Attachment D – Resolution to Join the CJPIA's Primary Liability Protection Program

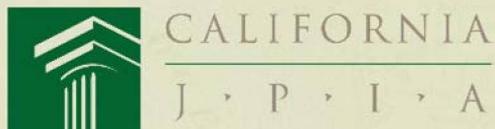
Attachment E – Resolution to Delegate Tort Liability Claims Handling to CJPIA

Attachment F – Resolution to Join the CJPIA's Excess Workers' Compensation Protection Program

Attachment G – Resolution Providing Workers' Compensation Coverage for Certain City Volunteers



City of Lemon Grove Cost Indication - February 28, 2020



Providing innovative risk management solutions for our public agency partners

About Us



History

The California JPIA was established in 1978 for the purpose of providing liability protection for its members. Today, the California JPIA is one of the largest municipal self-insurance pools in the state, with over 100 participating members.

The members take an active role in determining the programs and services provided by the Authority. Councilmembers/board members, city managers/chief executives, finance officers, and risk managers all participate in directing the progression of the organization toward a properly maintained and risk-free environment.

The California JPIA works with the members to reduce the frequency and severity of claims. Through risk analysis and continuing education, the Authority helps its members identify exposures and prevent losses. Each member agency is assigned a professional Risk Manager to serve its specific needs and to help the agency determine its risk management strategy.

Members

The Authority's membership is composed of 116 municipal agencies throughout California: 92 cities, 18 joint powers authorities, and six special districts. The strength of the California JPIA consists of its diverse members and their role in shaping an organization that provides important coverage for their operations. These members have put in place programs that have proven their endurance over time and have taken decisive action to ensure continuance of the ideals present when the California JPIA was first formed.

Governance

The Board of Directors consists of one individual from the governing board of each member of the Authority. The nine members of the Executive Committee are chosen by the Board of Directors, and are elected as president, vice president, and seven at-large directors to oversee the Authority's affairs. The Executive Committee meets monthly to review and approve policies related to the California JPIA's many programs and services. In addition, the Executive Committee also carries out ex-officio responsibility for Claims, Budget, Bylaws, and Personnel Committees. Chairs for the Authority's advisory committees, Managers and Finance Officers, are also participants in Executive Committee and Claims Committee meetings.

This Managers Committee carries the voice of member managers and chief executives, providing guidance on programs and service delivery. It also hears items brought before the Finance Officers Committee. The Managers Committee meets on the second Monday of the second month of each quarter, and is chaired by Thaddeus McCormack, City Manager for the City of Lakewood.

The Finance Officers Committee carries the voice of member finance officers, playing an important role in advising the Authority on investment policy and performance, budget, cost allocation, and general finance related issues. The Finance Officers Committee meets on the second Thursday of the second month of each quarter, and is chaired by Jose Gomez, Director of Administrative Services for the City of Lakewood.

About Us



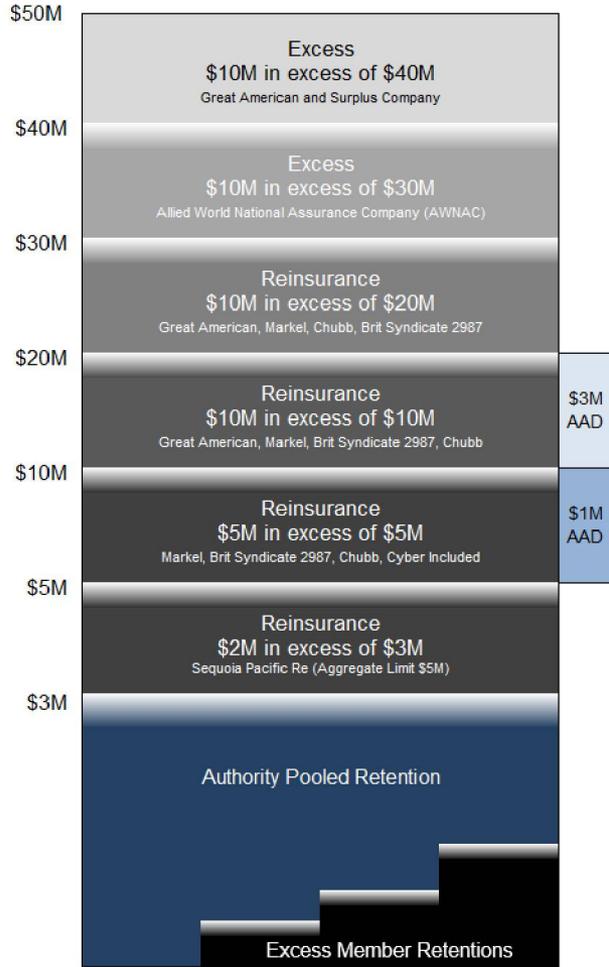
Financial Strength

Strength can be defined as the capacity for exertion or endurance. Strength is a core quality of the California JPIA, as evidenced by the Authority's broad protection programs, firm capital position, best-in-class strategic partners, and professional staff.

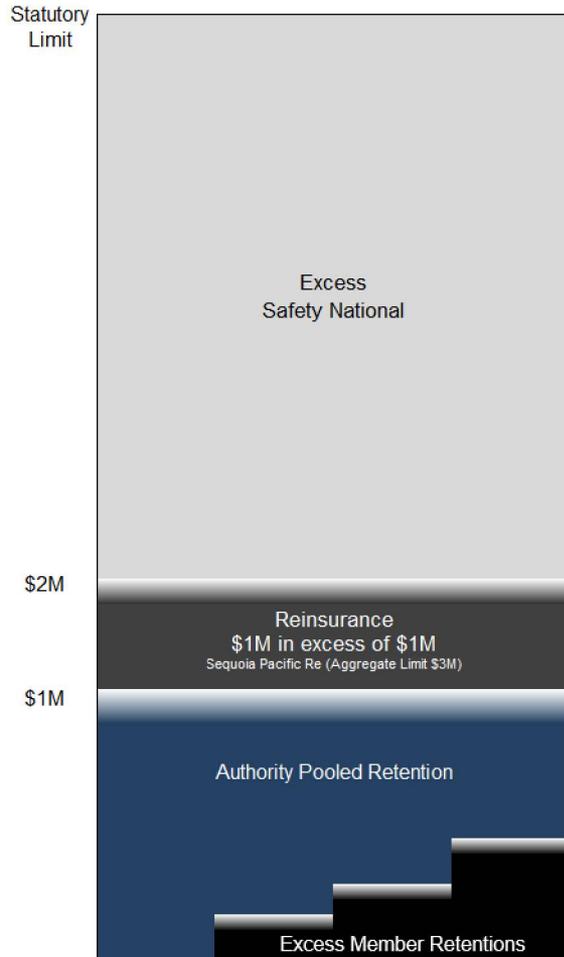
The Authority's portfolio, of over \$300 million, is conservatively invested in accordance with its adopted investment policy. Net assets include contingency funding for potential adverse claim development, actuarial funding above expected confidence, as well as reserves for other financial risks and hazards within the Authority's operating environment. Investment practices take into consideration the Authority's unique investment needs including preservation of capital, maintaining appropriate levels of liquidity, compliance with State law, and earning a reasonable market rate of return. Protection of the portfolio's principal is the primary investment objective. At present, the Authority's investment program is administered by PFM Asset Management with oversight provided by the Treasurer, Executive Committee, and Finance Officers Committee. All investment activities are reported to all members monthly.

California JPIA Coverage Structure

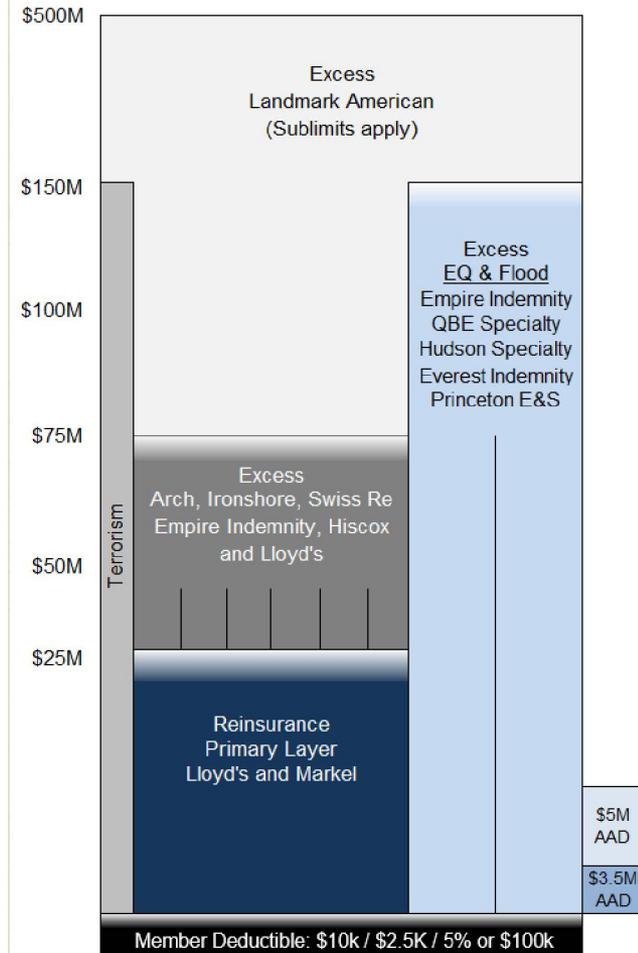
Liability Program



Workers' Compensation Program



Property Program



Primary Liability Program



Program Description: The primary liability program provides first-dollar coverage with no deductibles or member-retained limits. The program offers \$50 million of coverage per occurrence and is funded at the 70% - 80% confidence level. The program is funded by annual contributions that represent an "all-inclusive" charge that covers the pool's retained layer, excess and reinsurance premiums, claims administration fees, operating expenses, and most training and risk management program expenses. The minimum commitment period is three years.

Tort Liability Coverages: Bodily Injury, Property Damage, Personal Injury, Advertising Injury, Public Officials E&O, Automobile Liability, Employment Practices Injury, and Employee Benefits Administration Liability.

Coverage Limit: The program offers \$50 million of coverage per occurrence and is funded at the 70% – 80% confidence level.

Pooled Retention: \$3m



Primary Liability Program



Public Safety: Police claims are pooled separately.

Claims Administration Fee: Claims administration fees are included.

Claims Management: Although claims are managed through a collaborative process, utilizing the Authority's designated claims administrator, Carl Warren and Company, with oversight from and consultation with Authority staff, full-time dedicated client service team implementing industry best practices with high quality performance standards, the Authority retains ultimate settlement authority.

Defense Counsel: The California JPIA maintains a panel of defense attorneys throughout the state to defend the Authority's members in liability litigation that is covered under the Memorandum of Coverage– Primary Liability. Panel members understand the unique relationship they have with both the Authority and the members as they strive to zealously defend the members while keeping the Authority and its third-party administrator, Carl Warren and Company, closely advised.

City of Lemon Grove
Liability Payroll

Coverage Year	General Government	Police	Total	Trend
2013-2014	\$ 4,522,509	\$ -	\$ 4,522,509	
2014-2015	4,614,806	-	4,614,806	2.0%
2015-2016	4,708,985	-	4,708,985	2.0%
2016-2017	4,805,087	-	4,805,087	2.0%
2017-2018	4,989,101	-	4,989,101	3.8%
2018-2019	\$ 5,075,256	\$ -	\$ 5,075,256	1.7%

Medicare Wages Per IRS Form 941		Payroll Per Application	
2018 Q1		Police	\$ -
2018 Q2		Fire	2,473,939
2018 Q3		Other	2,601,317
2018 Q4		Total	<u>\$ 5,075,256</u>
Total	<u>\$ -</u>		
		GG	5,075,256
		PO	-
Q4 Annualized	<u>\$ -</u>	Total	<u>\$ 5,075,256</u>
			-

Note: Payroll data was delayed one year for underwriting purposes

City of Lemon Grove

Largest GL Claims

Liability Losses

Valuation Date: Circa 2012

Coverage Years: 2001-02 through 2010-11 (General Ledger Data Evaluated Separately)

Claim #	Claimant	GG/PO	Department	DOL	DOL Text	Cov. Yr.	Status	Description	Paid	Reserve	Total Incurred
100016	NAPOLEAN, AVEOL	GG	PUBLIC WORKS	01/18/02	01/18/02	2001-2002	C	DANGEROUS ROAD CONDITIONS	\$ 100,000	\$ -	\$ 100,000
100028	Hanes, Michael	GG	PUBLIC WORKS	06/11/12	06/11/12	2011-2012	C	POSS TRIP AND FALL	71,007	-	71,007
100007	BAXTER, HEATHER	GG	PUBLIC WORKS	08/20/01	08/20/01	2001-2002	C	FLOODED ROADWAY, CLMT S/F	21,385	-	21,385
100002	SOMO, SAM	GG	PUBLIC WORKS	09/05/07	09/05/07	2007-2008	C	TRIP AND FALL IN ROADWAY	15,985	-	15,985
100005	PAYEN, ROBERTO	GG	PUBLIC WORKS	03/14/01	03/14/01	2000-2001	C	STREET RACING	4,659	-	4,659
100018	GARIBAY, MARY	GG	PUBLIC WORKS	05/26/02	05/26/02	2001-2002	C	SEWER BACKUP	26,008	-	26,008
100026	TRUDEAU, TIMOTHY	GG	PUBLIC WORKS	02/21/05	02/21/05	2004-2005	C	SUBROGATION CLAIM	1,393	-	1,393
100021	HANSON, DEBORA	GG	POLICE	10/06/02	10/06/02	2002-2003	C	SEWER BACKUP	4,997	-	4,997
100003	SMITH, WILLIE	GG	PUBLIC WORKS	10/02/09	10/02/09	2009-2010	C	SIDEWALK DEFECT, T/F W/ FX ARM	1,150	-	1,150
100013	PEARCE, PHIL	GG	PUBLIC WORKS	11/27/01	11/27/01	2001-2002	C	CITY DRIVER BACKED INTO CLMT VEH	3,833	-	3,833
100020	RUSSELL, CHARLES	GG	MISC.	11/09/02	11/09/02	2002-2003	C	SEWER BACKUP	3,202	-	3,202
100019	HERVAN, JOHN	GG	PUBLIC WORKS	09/19/02	09/19/02	2002-2003	C	WATER DAMAGE	733	-	733
100015	COMBS, PERRY	GG	MISC.	03/14/02	03/14/02	2001-2002	C	ALLEGED T/LIGHT MALFUNCTION	520	-	520
100012	TOWNSEND, JAMES	GG	PUBLIC WORKS	12/25/01	12/25/01	2001-2002	C	SEWER BACK UP	516	-	516
100008	PIERITE, STEPHANI	GG	PUBLIC WORKS	09/10/01	09/10/01	2001-2002	C	TRIP AND FALL IN STREET	511	-	511
100017	FLORES, ANGELITA	GG	PUBLIC TRANSIT	08/28/02	08/28/02	2002-2003	C	SEWER BACKUP	491	-	491
100010	PETERS, IRMA	GG	PUBLIC WORKS	05/01/01	05/01/01	2000-2001	C	ALLEGED WRONGFUL TERMINATION	454	-	454
100004	HARTFORD, INSUR	GG	MISC.	11/02/00	11/02/00	2000-2001	C	SEWER BACK UP	930	-	930
100009	PEARCE, PHIL	GG	PUBLIC WORKS	04/15/01	04/15/01	2000-2001	C	SEWER BACKUP	819	-	819
100022	WEISSINGER, KATY	GG	PUBLIC WORKS	09/17/03	09/17/03	2003-2004	C	SEWER BACKUP	338	-	338
100023	COUNTY OF, SAN D	GG	PUBLIC WORKS	12/10/02	12/10/02	2002-2003	C	SUBROGATION CLAIM	331	-	331
100027	CONSTANDE, LISA	GG	ADMINISTRATION	06/09/04	06/09/04	2003-2004	C	BOAT VS TRUCK INCIDENT	304	-	304
100001	SMITH, DONALD	GG	SEWER SERVICE	11/19/05	11/19/05	2005-2006	C	NEGLIGENT INTERFERENCE	303	-	303
100011	BYRD, VIRGINIA	GG	PUBLIC WORKS	04/05/01	04/05/01	2000-2001	C	SIGN FELL STRUCK CLMTS PKD VEC	950	-	950
100024	PULIDO, SAUL	GG	PUBLIC WORKS	04/16/04	04/16/04	2003-2004	C	SEWER BACK UP	936	-	936
100014	CAMPBELL, CARL	GG	PUBLIC WORKS	03/02/02	03/02/02	2001-2002	C	SEWER BACK-UP	360	-	360
100006	RADY, DONALD	GG	ADMINISTRATION	10/25/00	10/25/00	2000-2001	C	SIDEWALK/DRIVEWAY DEFECT	270	-	270
100025	MILLEN, MICHAEL	GG	PUBLIC WORKS	05/21/04	05/21/04	2003-2004	C	PERSONAL INJURY FROM WALKING INTO GUY WIR	73,416	-	73,416

335,801 - 335,801

Claim Payments per General Ledger

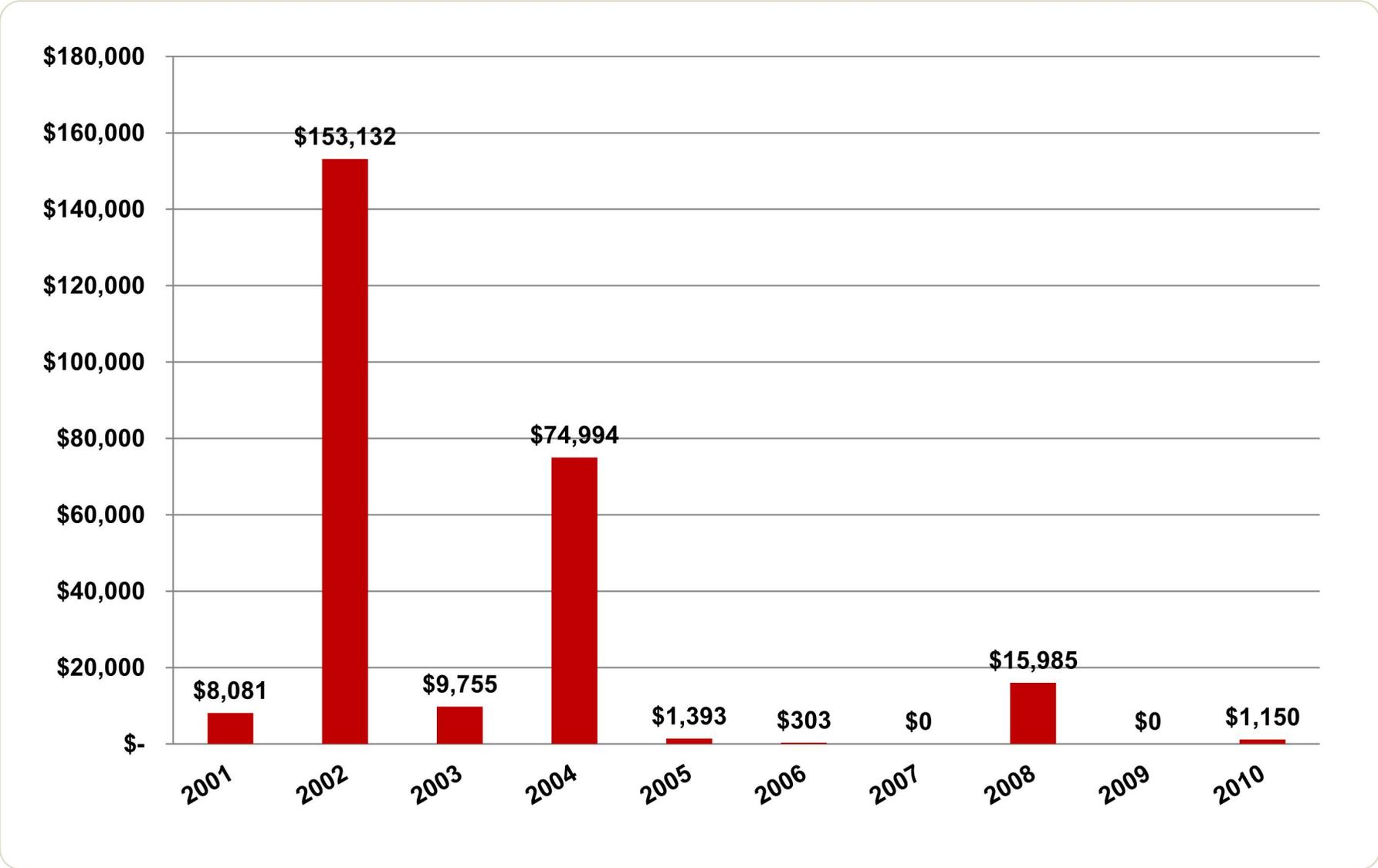
2015-2016	\$	30,099
2016-2017	\$	4,445
2017-2018	\$	12,008
2018-2019	\$	190,594
2019-2020	\$	143,728

City of Lemon Grove
GL Frequency and Severity Stratification
General Government

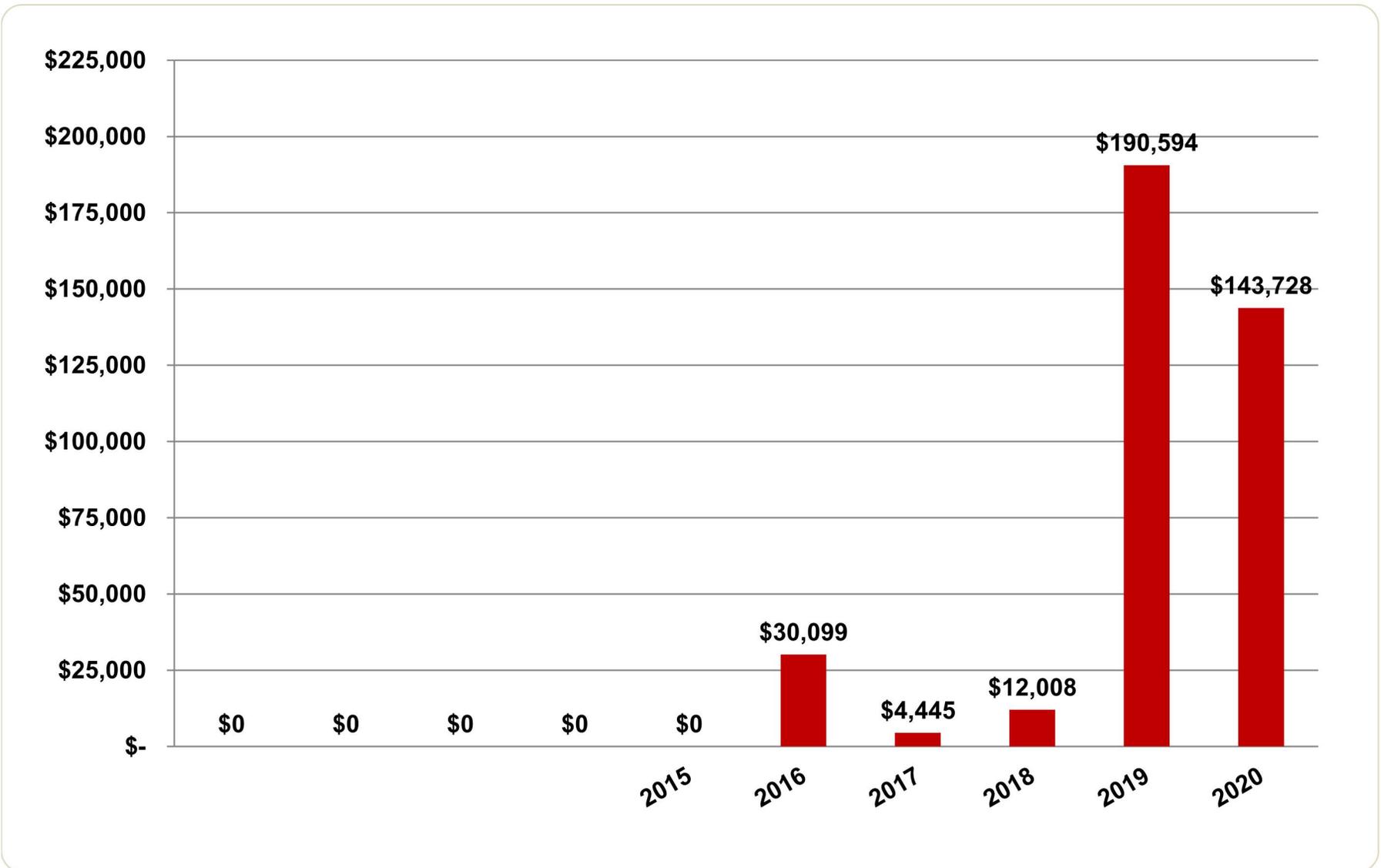
		Zero Value	Between \$1-\$100k	Between \$100k-\$150k	Between \$150k-\$200k	Between \$200k-\$250k	Between \$250k-\$300k	Between \$300k-\$400k	\$400k+	Total
FREQUENCY	1 2000-2001	-	6	-	-	-	-	-	-	6
	2 2001-2002	-	7	1	-	-	-	-	-	8
	3 2002-2003	-	5	-	-	-	-	-	-	5
	4 2003-2004	-	4	-	-	-	-	-	-	4
	5 2004-2005	-	1	-	-	-	-	-	-	1
	6 2005-2006	-	1	-	-	-	-	-	-	1
	7 2006-2007	-	-	-	-	-	-	-	-	-
	8 2007-2008	-	1	-	-	-	-	-	-	1
	9 2008-2009	-	-	-	-	-	-	-	-	-
	10 2009-2010	-	1	-	-	-	-	-	-	1
10 Year Avg		-	2.6	0.1	-	-	-	-	-	2.7
5 Year Avg		-	0.6	-	-	-	-	-	-	0.6
% in Layer		0.0%	100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

		Zero Value	Between \$1-\$100k	Between \$100k-\$150k	Between \$150k-\$200k	Between \$200k-\$250k	Between \$250k-\$300k	Between \$300k-\$400k	\$400k+	Total
SEVERITY	1 2000-2001	-	\$ 8,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,081
	2 2001-2002	-	153,132	-	-	-	-	-	-	153,132
	3 2002-2003	-	9,755	-	-	-	-	-	-	9,755
	4 2003-2004	-	74,994	-	-	-	-	-	-	74,994
	5 2004-2005	-	1,393	-	-	-	-	-	-	1,393
	6 2005-2006	-	303	-	-	-	-	-	-	303
	7 2006-2007	-	-	-	-	-	-	-	-	-
	8 2007-2008	-	15,985	-	-	-	-	-	-	15,985
	9 2008-2009	-	-	-	-	-	-	-	-	-
	10 2009-2010	-	1,150	-	-	-	-	-	-	1,150
10 Year Avg		-	\$ 26,479	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,479
5 Year Avg		-	\$ 3,536	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,536
% in Layer			100.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%

City of Lemon Grove
Liability Claim Bar Chart From 2012 Loss Run
General Government



City of Lemon Grove
Liability Claim Bar Chart From General Ledger
General Government





Primary and Excess Liability Programs
 Covered Party: City of Lemon Grove
 Coverage Term: 07/01/20 - 07/01/21
 Cost Indication Date: 2/28/20

Cost Indication

Optional Member Retained Limits (MRLs)							
	Primary	\$ 100k	\$ 150k	\$ 200k	\$ 250k	\$ 300k	\$ 400k
Annual Contribution							
General Government	\$ 207,800	\$ 139,900	\$ 129,300	\$ 124,200	\$ 120,400	\$ 117,200	\$ 111,900
Police	-	-	-	-	-	-	-
Total	\$ 207,800	\$ 139,900	\$ 129,300	\$ 124,200	\$ 120,400	\$ 117,200	\$ 111,900
MRL Discount %		-33%	-38%	-40%	-42%	-44%	-46%
MRL Discount \$		\$ (67,900)	\$ (78,500)	\$ (83,600)	\$ (87,400)	\$ (90,600)	\$ (95,900)
Rate per \$100 of Payroll							
General Government	\$ 4.09	\$ 2.76	\$ 2.55	\$ 2.45	\$ 2.37	\$ 2.31	\$ 2.20
Police							
Blended							

Note: This is a preliminary cost indication based on data submitted to the California JPIA, as well as written and verbal representations made by staff members of the government agency applying for membership. The amounts stated above may change, based on subsequent events, claim development, and new information regarding the risk profile of the applying agency, as it becomes available, up until the completion of the underwriting process. Claims administration fees are included in the contribution for the Primary Liability Program; and excluded from the Excess Liability Program.

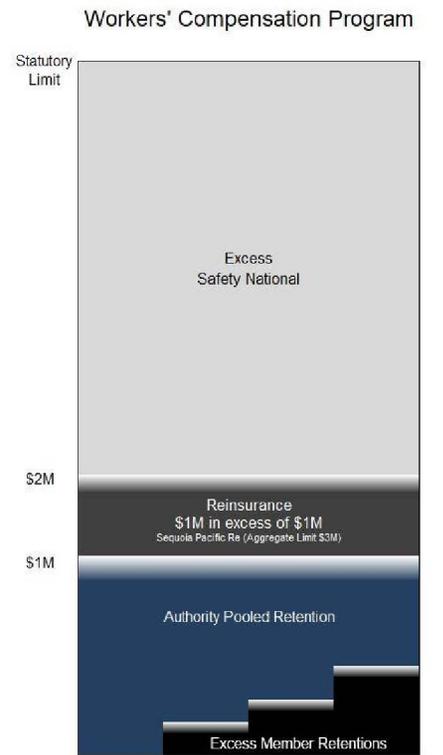
Excess Workers' Compensation



Program Description: The excess workers' compensation allows members to choose from retained limits of \$150k to \$2 million. Members of the excess workers' compensation program have full access to the Authority's innovative risk management and training programs, have a dedicated claims management team, and utilize defense counsel from the Authority's pre-approved panel of attorneys. The program is funded by members' annual contributions that cover the pooled layer of losses, operating expenses, and most training and risk management program expenses. Members are responsible for self-owned trust accounts for member-retained claim payments and California state assessments.

Coverage Limit: The program has statutory coverage limits and is funded at a confidence level of 70 - 80%.

Pooled Retention: \$1m



Excess Workers' Compensation



Public Safety: Public safety claims are pooled separately.

Claims Administration Fee: Claims administration fees are included.

Claims Management: A collaborative process managed by the member for claims within the member's retention, utilizing the Authority's designated claims administrator, Sedgwick, with oversight from and consultation with Authority staff, full-time dedicated client service team implementing industry best practices with high quality performance standards. Each member determines how engaged they want to be in the claims management process.

Defense Counsel: Members choose from the Authority's pre-approved panel of attorneys. Additions to the panel are considered upon request.

Cost Containment Programs: Medical Provider Network, Nurse Case Management, Pharmacy Benefit Management, Early Return to Work Program, Utilization Review, Bill Review

City of Lemon Grove
 Workers' Compensation Payroll

Coverage Year	General Government	Public Safety	Total	Trend
2013-2014	\$ 2,318,007	\$ 2,204,502	\$ 4,522,509	
2014-2015	2,365,314	2,249,492	4,614,806	2.0%
2015-2016	2,413,585	2,295,400	4,708,985	2.0%
2016-2017	2,462,842	2,342,245	4,805,087	2.0%
2017-2018	2,557,158	2,431,943	4,989,101	3.8%
2018-2019	\$ 2,601,317	\$ 2,473,939	\$ 5,075,256	1.7%

Medicare Wages Per IRS Form 941		Payroll Per Application	
2018 Q1		Police	\$ -
2018 Q2		Fire	2,473,939
2018 Q3		Other	2,601,317
2018 Q4		Total	<u>\$ 5,075,256</u>
Total	<u>\$ -</u>		
		GG	2,601,317
		PS	2,473,939
Q4 Annualized	<u>\$ -</u>	Total	<u>\$ 5,075,256</u>
			-

Note: Payroll data was delayed one year for underwriting purposes

City of Lemon Grove

Workers' Compensation Losses

Valuation Date: 12/31/2019

Coverage Years: 2009-10 through 2018-19

Largest WC Claims

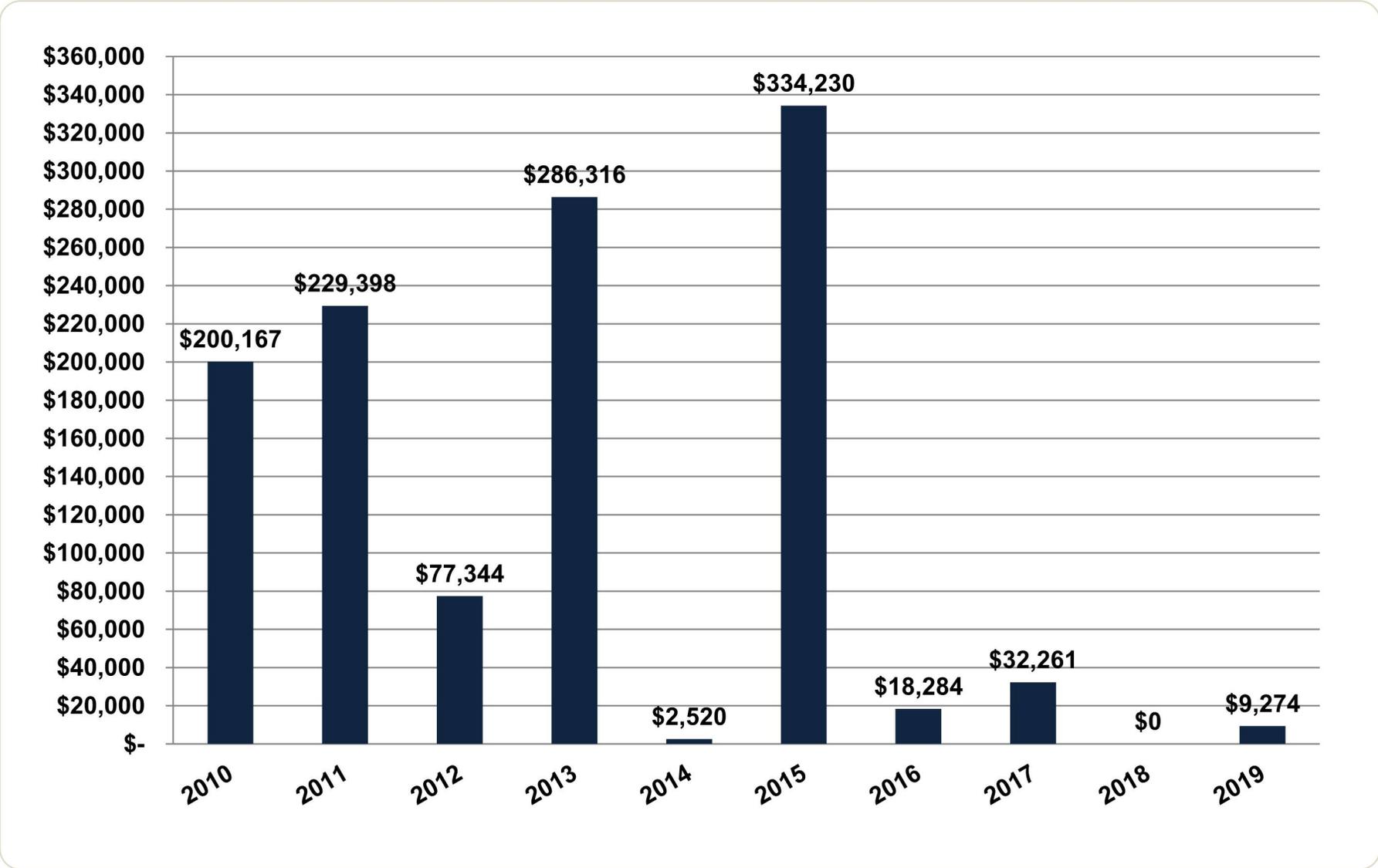
Claim #	GG/PS	Department/Job	DOL	Cov. Yr.	Status	Body Part	Description	Paid	Reserve	Total Incurred
17-130123	PS	Fire Department	12/12/14	2014-2015	Open	Hypertension	Repetitive stressors on the job	\$ 196,613	\$ 136,660	\$ 333,273
13494394	GG	Public Works - Sanita	12/24/12	2012-2013	Open	Valley Fever - lungs, interna	unknown	132,173	154,144	286,316
10295082	PS	Fire Department	10/22/10	2010-2011	Open	Lower back, right hip to ankle	stepping backwards pulling fire hose of engine 26 tripped	173,767	50,197	223,963
9269368	PS	Fire Department	12/09/09	2009-2010	Closed	Left knee popping noise and	9/19/09 stepping up into fire engine, 12/9/09 walking down	78,812	-	78,812
12473211	PS	Fire Department	05/24/12	2011-2012	Re-Open	Legs like rubber, and wobble	while walking along simulated wildland fire line, became d	42,297	33,683	75,981
10272615	PS	Fire Department	01/13/10	2009-2010	Closed	Repetitive stressors on the j	repetitive stressors on the job	75,538	-	75,538
17-130414	PS	Fire Department	05/02/17	2016-2017	Closed	Sprained right elbow	He was disconnecting two sections of hose when he felt a	18,689	-	18,689
16610993	PS	Fire Department	01/01/16	2015-2016	Closed	Right Lower Back/Hip	while using a stair chair. ee noticed there was a little to no	18,276	-	18,276
10294609	PS	Fire Department	03/01/10	2009-2010	Closed	Cancer (CT exposure 1/1/60	continuous exposure	17,302	-	17,302
17-130120	PS	Fire Department	04/03/17	2016-2017	Closed	Lower back / lumbar area	While training - lifted equipment from crow's next on top of	13,020	-	13,020
9258391	GG	Public Works - Street	07/29/09	2009-2010	Closed	Left knee.	ee's left knee began bothering him during paving on mt ve	12,901	-	12,901
9264076	GG	UNKNOWN	10/05/09	2009-2010	Closed	Right buttock contusion.	as ee was transferring tack from the tank distributor to the	11,791	-	11,791
18-138847	GG	Public Works - Street	09/11/18	2018-2019	Closed	Right shoulder, strain	Making holes for sign installation	5,170	-	5,170
11312571	GG	Public Works - Park	06/03/11	2010-2011	Closed	Right arm	staple/lifting	5,168	-	5,168
12463311	PS	Fire Department	12/09/09	2009-2010	Closed	Left knee	continuous trauma to the left knee as a result of u&c job d	3,458	-	3,458
14541422	GG	Public Works - Sanita	03/18/14	2013-2014	Closed	Right knee	slipped in storm drain	1,330	-	1,330
19-141119	PS	Fire Department	02/11/19	2018-2019	Closed	Pneumonia	While working on shift, IW started feeling sick	1,188	-	1,188
18-138846	GG	Public Works - Park	10/20/18	2018-2019	Closed	Groin pain	Pulling trash out of pick-up truck	1,154	-	1,154
12478361	GG	Public Works - Facilit	06/25/12	2011-2012	Closed	Right knee strained	getting into company vehicle, he his knee on steering whe	990	-	990
18-136674	GG	Public Works - Facilit	07/12/18	2018-2019	Closed	Head, abrasion-lesion/cut	Employee began to have a seizure	737	-	737
18-138034	GG	Finance/City Clerk	09/13/18	2018-2019	Closed	Vehicle accident	Employee was rear ended	666	-	666
15577572	GG	UNKNOWN	02/12/15	2014-2015	Closed	Laceration, eye	riding on the john deer, the pesticide sprayer fell off the b	608	-	608
16-127175	GG	DataConv0130	08/11/16	2016-2017	Closed	stress	stressed caused by hostile environment	551	-	551
14549802	PS	Fire Department	05/27/14	2013-2014	Closed	Pain/trauma to left shin with	while performing box jumps left foot caught the corner ca	367	-	367
9259936	GG	Public Works - Park	08/24/09	2009-2010	Closed	Cut Left hand between thumb	ee pulled out the handle bars took hold of the left side of f	364	-	364
13524254	GG	UNKNOWN	10/08/13	2013-2014	Closed	Left Eye	ee walked into urgent care, turned around and was cough	360	-	360
19-140033	PS	Fire Department	12/20/18	2018-2019	Closed	Right eye, exposure	IW was treating patient when the patient spit in his face	359	-	359
15578349	GG	Public Works - Facilit	03/03/15	2014-2015	Closed	LT middle finger, pinch/cut	was adjusting position of weight bench & it pinched/fell on	349	-	349
10293973	GG	Public Works - Street	10/08/10	2010-2011	Closed	Lower back, causing pain to	bending over to pick up broken pieces of sheet	267	-	267
14551966	GG	Public Works - Street	05/30/14	2013-2014	Closed	Strained lower back.	removing key stone block that was damaged due to car a	245	-	245
14545768	PS	Fire Department	04/19/14	2013-2014	Closed	Exposure to meningitis.	called to medical aid for "unresponsive patient." patient l	218	-	218
12470206	GG	Public Works - Street	04/25/12	2011-2012	Closed	Right foot	right foot stepped on rusted nails	215	-	215
11316110	GG	Public Works - Park	08/03/11	2011-2012	Closed	right wrist strain	sliding down a water slide and right hand got caught unde	159	-	159
15607249	GG	Public Works - Sanita	11/12/15	2015-2016	Closed	Lower Back	shoveling dirt into back hoe.	8	-	8

City of Lemon Grove
 WC Frequency and Severity Stratification
 Consolidated: General Government and Public Safety

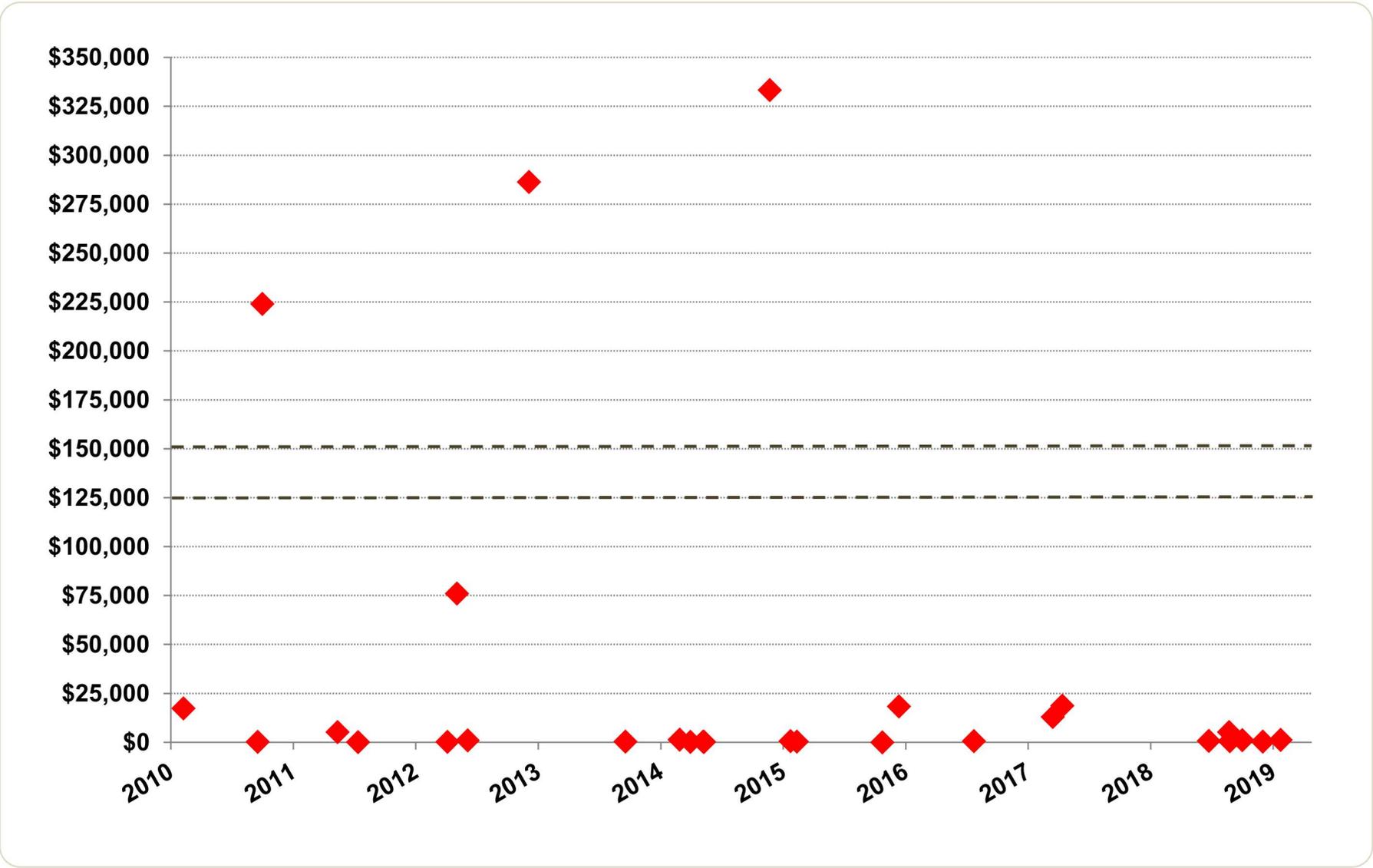
		Zero Value	Between \$1-\$100k	Between \$100k-\$150k	Between \$150k-\$200k	Between \$200k-\$250k	Between \$250k-\$300k	Between \$300k-\$400k	\$400k+	Total
FREQUENCY	1 2009-2010	-	7	-	-	-	-	-	-	7
	2 2010-2011	-	2	-	-	1	-	-	-	3
	3 2011-2012	-	4	-	-	-	-	-	-	4
	4 2012-2013	-	-	-	-	-	1	-	-	1
	5 2013-2014	-	5	-	-	-	-	-	-	5
	6 2014-2015	-	2	-	-	-	-	1	-	3
	7 2015-2016	-	2	-	-	-	-	-	-	2
	8 2016-2017	-	3	-	-	-	-	-	-	3
	9 2017-2018	-	-	-	-	-	-	-	-	-
	10 2018-2019	-	6	-	-	-	-	-	-	6
10 Year Avg	-	3.1	-	-	0.1	0.1	0.1	-	3.4	
5 Year Avg	-	2.4	-	-	-	-	0.2	-	2.6	
% in Layer		0.0%	92.3%	0.0%	0.0%	0.0%	0.0%	7.7%	0.0%	100.0%

		Zero Value	Between \$1-\$100k	Between \$100k-\$150k	Between \$150k-\$200k	Between \$200k-\$250k	Between \$250k-\$300k	Between \$300k-\$400k	\$400k+	Total
SEVERITY	1 2009-2010	-	\$ 200,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,167
	2 2010-2011	-	105,435	50,000	50,000	23,963	-	-	-	229,398
	3 2011-2012	-	77,344	-	-	-	-	-	-	77,344
	4 2012-2013	-	100,000	50,000	50,000	50,000	36,316	-	-	286,316
	5 2013-2014	-	2,520	-	-	-	-	-	-	2,520
	6 2014-2015	-	100,957	50,000	50,000	50,000	50,000	33,273	-	334,230
	7 2015-2016	-	18,284	-	-	-	-	-	-	18,284
	8 2016-2017	-	32,261	-	-	-	-	-	-	32,261
	9 2017-2018	-	-	-	-	-	-	-	-	-
	10 2018-2019	-	9,274	-	-	-	-	-	-	9,274
10 Year Avg	-	\$ 64,624	\$ 15,000	\$ 15,000	\$ 12,396	\$ 8,632	\$ 3,327	\$ -	\$ 118,979	
5 Year Avg	-	\$ 30,804	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 6,655	\$ -	\$ 77,459	
% in Layer			39.8%	12.9%	12.9%	12.9%	12.9%	8.6%	0.0%	100.0%

City of Lemon Grove
Workers' Compensation Claim Bar Chart
Consolidated: General Government and Public Safety



City of Lemon Grove
Workers' Compensation Claim Scattergram
Consolidated: General Government and Public Safety





Excess Workers' Compensation Program
 Covered Party: City of Lemon Grove
 Coverage Term: 07/01/20 - 07/01/21
 Cost Indication Date: 2/28/20

Cost Indication

	Optional Member Retained Limits (MRLs)						
	Primary	\$ 100k	\$ 150k	\$ 200k	\$ 250k	\$ 300k	\$ 400k
Annual Contribution							
General Government	\$ 63,600	\$ 39,700	\$ 36,300	\$ 34,000	\$ 32,500	\$ 31,300	\$ 29,900
Public Safety	208,200	98,500	83,900	74,900	67,700	61,000	53,800
Total	\$ 271,800	\$ 138,200	\$ 120,200	\$ 108,900	\$ 100,200	\$ 92,300	\$ 83,700
MRL Discount %		-49%	-56%	-60%	-63%	-66%	-69%
MRL Discount \$		\$ (133,600)	\$ (151,600)	\$ (162,900)	\$ (171,600)	\$ (179,500)	\$ (188,100)
Rate per \$100 of Payroll							
General Government	\$ 2.44	\$ 1.53	\$ 1.40	\$ 1.31	\$ 1.25	\$ 1.20	\$ 1.15
Public Safety	8.42	3.98	3.39	3.03	2.74	2.47	2.17
Blended	5.36	2.72	2.37	2.15	1.97	1.82	1.65

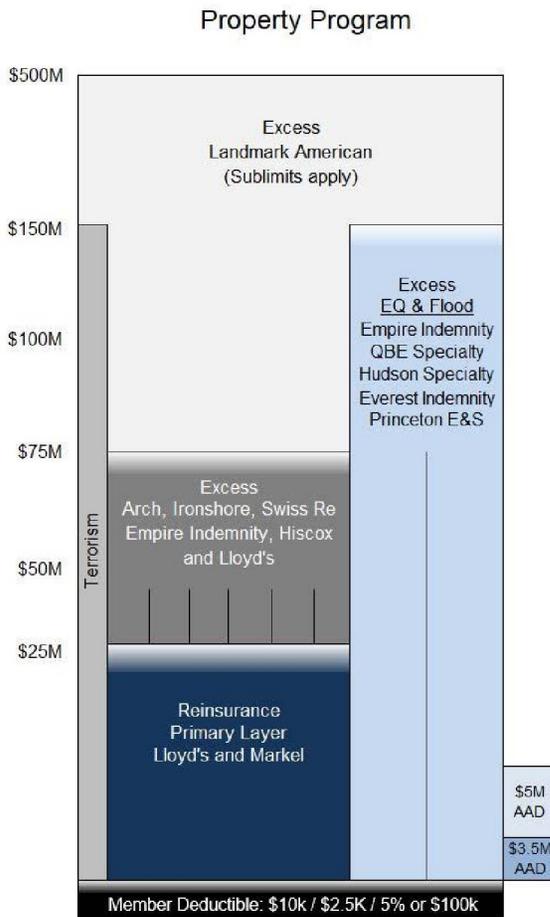
Note: This is a preliminary cost indication based on data submitted to the California JPIA, as well as written and verbal representations made by staff members of the government agency applying for membership. The amounts stated above may change, based on subsequent events, claim development, and new information regarding the risk profile of the applying agency, as it becomes available, up until the completion of the underwriting process. Claims administration fees are included in this cost indication, however the California state assessment is not.

Property Program



Program Description: The property program includes all-risk coverage for real and personal property, including buildings, office furniture and equipment, fine art, contractor's equipment, mobile and unlicensed equipment, vehicles, property of others while in the member's care, and buildings under construction. Optional coverage is available for earthquake and flood, high-value emergency vehicles, and mechanical breakdown.

Please refer to attached property program insurance summaries for detailed information on limits/coverage, sub-limits, and deductibles.



Cyber Liability Program



Program Description: The cyber liability program provides coverage for both first- and third-party claims. First-party coverage includes privacy regulatory claims, security breach response, business income loss, dependent business income loss, digital asset restoration costs, and cyber-extortion threats, while third-party coverage includes privacy liability, network security liability, and multimedia liability. Members work directly with the reinsurer to investigate and respond to claims.

Coverage: First-Party Claims

- Privacy regulatory claims
Coverage is provided for regulatory fines, consumer redress funds, and claim expenses that the member becomes legally obligated to pay as the result of a regulatory claim arising out of a privacy wrongful act.
- Security breach response
Coverage is provided for crisis management costs and breach response costs that the member incurs in the event of a security breach with respect to personal, non-public information of others (including employees).
- Business income loss
Coverage is provided to cover earnings loss and/or expenses loss resulting from a covered loss.
- Dependent business income loss
Coverage is provided to cover the lost income due to the shutdown/interruption of operations occurred at a “dependent” property, which is defined as any third party, other than a service provider, on whom the member depends for products and/or services required to conduct the member’s business.
- Digital asset restoration costs
Coverage is provided to cover the cost to recreate, rebuild or recollect digital assets defined as electronic data, including personally identifiable, non-public information, or computer software over which the member has direct control or for which such control has been contractually assigned by the member to a service provider.
- Cyber-extortion threat
Coverage is provided to cover the member for the loss resulting from a credible threat or connected series of threats to attack the member’s computer system/network made by someone other than the member.

Coverage: Third-Party Claims

- Privacy liability (including employee privacy)
Coverage is provided for damages and claim expenses that the member becomes legally obligated to pay as the result of a claim arising out of a privacy wrongful act, which harms any third party or employee.
- Network security liability
Coverage is provided for damages and claim expenses that the member becomes legally obligated to pay as the result of a security wrongful act.
- Multimedia liability
Coverage is provided for damages and claim expenses that the member becomes legally obligated to pay as the result of a multimedia wrongful act.

Cost: Included for all members.

Crime Coverage



Program Description: The California JPIA contracts with Alliant Insurance Services to administer this program.

Coverage: Coverage is provided for the following exposures.

- Faithful Performance
Employee dishonesty, including theft, and failure of any employee to faithfully perform their duties. Includes all employees, the agency treasurer, agency clerk and/or tax collector and any employee required by law to be individually bonded.
- Depositor's Forgery
Loss by forgery or alteration of, on or in any check, draft, promissory note or similar written promise, order or direction to pay money that is made or drawn upon the member's accounts, including credit, debit, or charge cards, by someone acting as the member's agent or that are purported to have been so made or drawn. This coverage protects you against forgery or alteration losses caused by a person other than an employee.
- Crime – money and securities
Covers loss of your money or securities by theft, disappearance or destruction while they are on your premises or on banking premises, or while your money or securities are outside your premises in the possession of a messenger. This coverage protects you from theft, robbery and safe burglary caused by persons other than an employee.
- Computer Fraud
Theft directly related to the use of any computer to fraudulently cause a transfer of money, securities or other property from inside the premises or banking premises to a person or place outside those premises.

Limits: \$1,000,000 to \$10,000,000 per Member (as selected by Member)

Deductible: \$2,500 per occurrence (optional \$25,000 per occurrence)

Risk Management



The Authority's risk management activities form the backbone in efforts to reduce pool claims. These programs have historically involved making valuable resources available to members. In 2006, the Authority initiated its Loss Control Action Plan (LossCAP) program as a means to work more closely in these efforts. The program uses a project management model to help members succeed in better managing risk.

Regional Risk Managers are responsible for developing and maintaining relationships between the members and the Authority. This responsibility includes consulting on complex issues of risk, facilitating and providing training, serving as a claims information liaison, presenting and explaining risk financing information, and promoting the Authority's LossCAP activities.

The LossCAP Program: The Loss Control Action Plan program is the Authority's strategic approach to working with members to reduce risk. The program's goal is to reduce the frequency and severity of claims through an integrated approach to managing a member's operational risk exposures. LossCAP features include risk management evaluations, council and board training, contractual risk transfer analysis, staff training, safety programs, employment intervention, and loss analysis.

LossCAP also supports the Authority's Healthy Member Protocol, which is essential to good governance and sound risk decisions at the member level. The Healthy Member Protocol sets forth the members' responsibilities for governing in a manner that is consistent with the Authority's values pertaining to the management of risk.

In addition to LossCAP, the Authority provides a number of risk management services to assist members in addressing their exposures.

ADA Assistance Program: The ADA Assistance Program is a member-wide program that provides technical and finance resources in order to help members achieve compliance with the Americans with Disabilities Act (ADA). The program is expected to be carried out for five years, with roughly 20% of the membership receiving assistance each of the program years. Funding for members through this program is provided in two broad areas: 1) ADA consulting services (from one of the Authority's strategic partners, Disability Access Consultants), and 2) ADA compliance tracking software (known as "DACTrak"). ADA consulting services include the diagnostic/assessment of ADA compliance, inspections of agency facilities and public rights of way, evaluation of programs and services, and assistance in the development of ADA transition plans. An ADA financing program (funding for either the development of an ADA transition plan or the removal of barriers) is currently under development by Authority staff and is planned to be rolled out to members in the near future.

Risk Technician Program: In order to fill the gap between the Authority's regional Risk Managers and member staff in working on critical loss control action items, the Authority funds the Risk Technician Program. This program provides for work to be done by one of the Authority's strategic partners, Poms and Associates. A Poms and Associates risk consultant collaborates with the member and the member's assigned Authority Risk Manager to engage in short-term assignments that are meant to address loss control action items. The scope of this program typically includes work in the context of policy writing and development, safety inspections, hazard assessments, safety meeting participation, and subject-matter analysis and expertise.

Sidewalk Inspection and Maintenance Program: Members have access to a master services agreement for sidewalk inspection and maintenance, negotiated between the Authority and Precision Concrete Cutting, a strategic partner. All work utilizing the master services

Risk Management



agreement must be arranged between the member and Precision Concrete Cutting, including any contract, insurance requirements, scope of work, and payment terms. The California Public Contract Code excludes maintenance work from bidding requirements related to public works projects. This means that general law agencies likely can forgo requiring bids for this work. As always, members are advised to consult with their agency attorney before proceeding to see if there are any restrictions or other requirements regarding the use of the master services agreement.

Lexipol: Lexipol provides policy and training solutions that help public safety agencies reduce risk and avoid litigation. The Authority funds the cost of a member's participation in the Law Enforcement Policy Manual Update and Daily Training Bulletin (DTB) subscriptions. As part of the program, members are responsible for publishing their policy manuals and continually ensuring that new policies (or policy updates) are reviewed and incorporated into the policy manual. Once members publish their policy manual, they are eligible to participate in the DTB subscription program. A member's eligibility to continue the Lexipol subscriptions at the Authority's expense is determined by the member's ability to stay up to date with the policies and trainings.

The Authority has long provided training to members as a way to support professional training and development, and the Authority believes training plays an important role in supporting risk management and good governance of members. For this reason, the majority of training opportunities are provided to members at no additional cost. Members are encouraged to take advantage of training in furtherance of creating a healthy, knowledgeable, and safe workforce. Ultimately, this means that training is essential in reducing claims experienced by the pool.

Approach to Training

The California JPIA believes in a multi-faceted approach to learning. We recognize the purpose of training differs. For this reason the Authority classifies training opportunities as follows: Regulatory, those that Cal-OSHA or other regulatory agencies require for our members to be in legal compliance with the law; Loss Driven, those that address pool losses; Best Practices, those that are considered best risk management practices; and Professional Development, those that enhance individual skills and better the organization.

Instructors

The California JPIA utilizes a pool of qualified subject-matter experts that understand the role of risk management in member operations. All instructors are selected and managed by the Authority, and they adhere to strict codes of instructional and behavioral standards.

Member-Specific Training Plan

We realize that all members are not the same. The Authority will work with each member to develop a living training plan that outlines requirements and recommendations for all member job functions.

Delivery Modes

The Authority recognizes the importance of training delivery by identifying which delivery mode provides the optimal learning environment, which includes factors such as training topic, distance, job function, and cost. Following are the various modes used by the Authority:

- Classroom Training
Classroom Training is delivered face-to-face by an instructor in a classroom-like setting.
- E-learning Training
E-learning Training is the presentation of on-demand training content via the Internet, meaning that it can be viewed anytime and anywhere.
- Webcast Training
Webcast Training originates from the California JPIA campus and is delivered through web-browser technology right to an employee's computer.
- Webinar Training
Webinar Training is carried out in an online meeting format directly between the instructor and the participant, and is viewed on any computer.

Academies

Academies are multi-day trainings that focus on various public sector disciplines, and use various instructors for presenting the academy content.

- Executive Academy - No cost to members
- Human Resources Academy
- Leadership Academy
- Management Academy
- Newly Elected Officials Academy - No cost to members
- Parks and Recreation Academy
- Public Works Academy - No cost to members
- Risk Management Academy

Risk Management Educational Forum

The Educational Forum is a multi-day training that focuses on issues important to members of the pool and associated public-sector disciplines. Registration is no cost to members.

Training Workshops

Following is a brief listing of training workshops offered by the Authority. All workshops are no cost to members.

- Workplace Harassment
- Handling Diversity in the Workplace
- Dealing Successfully with Customers
- Safe Workplaces
- Team Building and Team Communication
- Improving Employee Performance and Dealing with Unacceptable Employee Behavior
- Conflict Resolution: Helping Employees Get Along
- Contractual Risk Transfer and Insurance Review
- Insurance 101
- Police Civil Liability: A Survival Guide
- Investigating Claims and Preserving Evidence
- Ergonomics - Field and Transit Personnel
- Ergonomics - Office Personnel
- CPR/AED/First-Aid Safety
- OSHA Recordkeeping
- Backhoe Operator Training
- Confined Space
- Traffic Control and Flagging Safety
- Respirator Certification
- Playground Safety
- Hearing Conservation / Heat Stress

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING EXECUTION OF THE JOINT POWERS AGREEMENT
CREATING THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY**

WHEREAS, pursuant to the provisions of Sections 990, 990.4, 990.8 and 6500 of the California Government Code, the California Joint Powers Insurance Authority (“California JPIA”) has been created by a Joint Powers Agreement; and

WHEREAS, Joint Protection Programs have been developed by the California JPIA pursuant to the provisions of said Agreement; and

WHEREAS, Article 22 of said Agreement provides for additional members to become parties to the Joint Powers Agreement creating the California JPIA and enter one or more Joint Protection Programs providing self-insurance and loss pooling; and

WHEREAS, the self-insurance and loss pooling programs of the California JPIA, as well as its group insurance coverage programs, offer significant advantages to the City of Lemon Grove in terms of cost, protection, risk management and loss control advice and assistance, and entering such programs would be in the best interest of the City of Lemon Grove.

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

1. That the Mayor of the City of Lemon Grove is hereby authorized and directed to execute the Joint Powers Agreement on behalf of the City of Lemon Grove binding the Member to the terms and conditions of said Agreement. The City of Lemon Grove understands and agrees that, by executing the Agreement, it will be bound by the terms of the Joint Powers Agreement, specifically Article 21, “Responsibilities of the Members,” including the obligation to make deposits and deposit adjustments for joint protection programs it joins.

2. That the City of Lemon Grove hereby joins the California JPIA, for a period of not less than three (3) years.

3. That the City of Lemon Grove acknowledges and agrees to the provisions of Article 24 of the Agreement, which provides:

- (a) A Member that enters into this Agreement may not withdraw as a party to this Agreement and as a Member of the Authority for a three-year period commencing on the effective date of its membership.
- (b) A Member that enters into a joint protection program may not withdraw as a participant in that program for a three-year period commencing on the effective date of its participation in the joint protection program.

- (c) After the initial three-year non-cancellable commitment to membership in the Authority or participation in a joint protection program, a Member may withdraw only at the end of any protection period, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and/or any joint protection programs in which it participates.

PASSED AND ADOPTED on May 5th, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



*Providing innovative risk management solutions
for our public agency partners*

**JOINT POWERS AGREEMENT
CALIFORNIA JOINT POWERS INSURANCE
AUTHORITY**

AMENDED JULY 17, 2019

INTEGRITY

EXCELLENCE

INNOVATION

TEAMWORK

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JOINT POWERS AGREEMENT

CREATING THE CALIFORNIA

JOINT POWERS INSURANCE AUTHORITY

THIS AGREEMENT is made and entered into by and among the public entities organized and existing under the Constitution or laws of the State of California, hereinafter collectively referred to as “Members” and individually as “Member,” that are parties signatory to this Agreement. Said Members are sometimes referred to herein as “parties.”

RECITALS:

WHEREAS, California Government Code Section 6500 et seq. provides that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4; and

WHEREAS, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with one or more joint protection programs for said parties; and

WHEREAS, it appears economically feasible and practical for the parties to this Agreement to do so;

NOW, THEREFORE, for and in consideration of all of the mutual benefits, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1 - DEFINITIONS

The following definitions shall apply to the provisions of this Agreement:

- (a) “Advisory Committee” shall mean the Managers Committee, Finance Officers Committee, Risk Managers Committee and any other committee created by the Board of Directors or Executive Committee for the purpose of providing specialized advice to the Board of Directors or Executive Committee on the subject matter brought before it.
- (b) “Alternate” shall mean that person or persons selected by the legislative body of each Member to represent the Member at the Board of Directors meeting in the absence of the Director, pursuant to Article 7 of this Agreement.
- (c) “Authority” shall mean the California Joint Powers Insurance Authority created by this Agreement.
- (d) “Board of Directors” or “Board” shall mean the governing body of the Authority.
- (e) “Chief Executive Officer” shall mean that employee of the Authority who is appointed by the Executive Committee, and is granted authority and responsibility for the management and administration of the Authority and its joint protection programs.
- (f) “Claims” shall mean demands made against the Authority, a Member, or Members arising out of occurrences that are within an Authority joint protection program as developed by the Executive Committee.
- (g) “Contribution” shall mean an amount determined by the Executive Committee that is to be paid by the Member as its established share of funding required to cover the financial obligations of each joint protection program in which the member participates.
- (h) “Director” shall mean that person selected by and from the legislative body of each Member to represent the Member on the Board of Directors pursuant to Article 7 of this Agreement.
- (i) “Executive Committee” shall mean the Executive Committee of the Board of Directors of the Authority.
- (j) “Finance Officers Committee” shall mean the committee of the Authority composed of the Finance Directors or chief finance officers of the Members by whatever title locally designated.
- (k) “Fiscal Year” shall mean that period of twelve months that is established as the fiscal year of the Authority.

(l) “Insurance” shall mean and include pooled self-insurance through a funded program and/or any commercial insurance, excess insurance, or reinsurance contract purchased on behalf of the Authority to protect the funds of the Authority against catastrophes or an unusual frequency of losses during a specific protection period.

(m) “Managers Committee” shall mean the committee of the Authority composed of the City Managers, City Administrators, or chief executive officers of the Members by whatever title locally designated.

(n) “Risk Managers Committee” shall mean the committee of the Authority composed of the Risk Managers or risk officers of the Members by whatever title locally designated.

(o) “Secretary” shall mean the person selected by the Executive Committee from among its members to serve as Secretary of the Authority.

(p) “Treasurer” shall mean the person selected by the Executive Committee to serve as Treasurer of the Authority.

ARTICLE 2 - PURPOSES

This agreement is entered into by the Members pursuant to the provisions of California Government Code Sections 990, 990.4, 990.8, and 6500 et seq. in order to provide more comprehensive and economical protection from financial loss, to reduce the amount and frequency of their losses, and to decrease the cost incurred in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate entity, the California Joint Powers Insurance Authority (the Authority), to administer joint protection programs wherein Members will pool their losses and claims, jointly purchase insurance and administrative and other services, including claims adjusting, data processing, risk management consulting, loss prevention, training, legal, and related services.

It is also the purpose of this Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional public entities organized and existing under the Constitution or laws of the State of California as may desire to become parties to this Agreement.

ARTICLE 3 - PARTIES TO AGREEMENT

Each party to this Agreement certifies that it intends to and does contract with all other parties who are signatories of this Agreement and, in addition, with such other parties as may later be added as parties to and signatories of this Agreement pursuant to Article 22. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 24, 26, 27, or 28 shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

ARTICLE 4 - TERM OF AGREEMENT

This Agreement became effective on June 29, 1977, and shall continue until and unless terminated as hereinafter provided.

ARTICLE 5 - CREATION OF AUTHORITY

Pursuant to Section 6500 *et seq.* of the California Government Code, there is hereby created a public entity separate and apart from the parties hereto, to be known as the California Joint Powers Insurance Authority. Pursuant to Government Code Section 6508.1, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of any party to this Agreement; except with respect to public retirement system liabilities, which shall be governed by Sections 6508.1 and 6508.2.

ARTICLE 6 - POWERS OF AUTHORITY

(a) The Authority shall have the powers common to its Members and is hereby authorized to do all acts necessary for the exercise of said common powers, including, but not limited to, any or all of the following:

1. To make and enter into contracts;
2. To incur debts, liabilities or obligations;
3. To acquire, hold or dispose of property, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and governmental entities;
4. To sue and be sued in its own name; and
5. To exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.

(b) Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law and are subject to the restrictions upon the manner of exercising the powers of the City of Lakewood.

ARTICLE 7 - BOARD OF DIRECTORS

(a) The Authority shall be governed by the Board of Directors that is hereby established and that shall be composed of one representative Director from each Member, who shall be selected from the legislative body of that Member by the process chosen by the Member.

(b) Each legislative body, in addition to appointing its Director of the Board, shall appoint at least one alternate who shall be an officer or employee of the Member. The alternate shall have the authority to attend, participate in, and vote at any meeting of the Board when the regular Director for whom he or she is an alternate is absent from said meeting.

ARTICLE 8 - POWERS OF THE BOARD OF DIRECTORS

The Board of Directors of the Authority shall have the following powers and functions:

(a) The Board shall elect from its members pursuant to Article 10 of this Agreement an Executive Committee, to which it may give authority to make and implement any decisions, including those involving the administration of the Authority, except those decisions that would require an amendment of this Agreement, under Article 34 herein.

(a) The Board shall adopt the operating budget of the Authority.

(b) The Board may review all acts of the Executive Committee, including development of the memoranda of coverage, and shall have the power to modify and/or override any decision or action of the Executive Committee upon a majority vote of a quorum of the Board of Directors.

(c) The Board shall receive and review periodic accountings of all funds under Articles 18 and 19 of this Agreement.

(d) The Board shall have the power to conduct on behalf of the Authority all business of the Authority, including that assigned to the Executive Committee, that the Authority may conduct under the provisions hereof and pursuant to law.

(e) The Board shall have such other powers and functions as are provided for in this Agreement.

(f) The Board shall not have the power to overturn the decisions of the Claims Committee in regard to the settlement of claims.

ARTICLE 9 - MEETINGS OF THE BOARD OF DIRECTORS

(a) Meetings. The Board shall provide for its regular, adjourned regular, and special meetings; provided, however, that it shall hold at least one regular meeting annually at a time and place determined by the Executive Committee.

(b) Minutes. The Secretary of the Authority shall cause minutes of regular, adjourned regular, and special meetings to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Board.

(c) Quorum. A majority of the Directors or Alternates of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn from time to time. A vote of the majority of those Directors or Alternates present at a meeting shall be sufficient to constitute action by the Board.

(d) Compliance with the Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code Section 54950 et seq.

ARTICLE 10 - EXECUTIVE COMMITTEE

There shall be an Executive Committee of the Board of Directors that shall consist of nine (9) members. Two of the members of the Executive Committee shall be the President and Vice President of the Board of Directors. The other members of the Executive Committee shall be elected by the Board of Directors at the Annual Meeting for the terms provided in the Bylaws. The President of the Authority, or the Vice President in his or her absence, shall serve as the Chairperson of the Executive Committee.

ARTICLE 11 - POWERS OF THE EXECUTIVE COMMITTEE

The Executive Committee of the Board of Directors shall have the following powers:

(a) The Executive Committee shall determine and select joint protection programs for the Authority including adoption of language of the Memoranda of Coverage and any limitations or endorsements to such Memoranda.

- (b) The Executive Committee shall determine and select all insurance necessary to carry out the joint protection programs of the Authority.
- (c) The Executive Committee shall have the authority to approve membership in the Authority and Member participation in one or more joint protection programs in accordance with Articles 22 and 23.
- (d) The Executive Committee shall have the authority to cancel Member participation in one or more joint protection programs in accordance with Articles 26 and 28.
- (e) The Executive Committee shall develop the operating budget of the Authority.
- (f) The Executive Committee shall have authority to contract for or develop various services for the Authority, including, but not limited to, claims adjusting, loss control, and risk management consulting services.
- (g) The Executive Committee shall receive and act upon reports of the Advisory Committees and the Chief Executive Officer.
- (h) The Executive Committee shall appoint the Treasurer and Chief Executive Officer of the Authority.
- (i) The Executive Committee shall have the power to hire such persons as the Executive Committee deems necessary for the administration of the Authority.
- (j) The Executive Committee shall have the general supervisory and policy control over the day-to-day decisions and administrative activities of the Chief Executive Officer of the Authority.
- (k) The Executive Committee shall have such other powers and functions as are provided for in this Agreement or as delegated by the Board of Directors, including the power to create committees it deems necessary.

ARTICLE 12 - MEETINGS OF THE EXECUTIVE COMMITTEE

The meetings of the Executive Committee shall be held and conducted in the same manner as the meetings of the Board of Directors, provided for in Article 9 of this Agreement. In addition, the Committee shall make periodic reports to the Board of Directors, advising the Board of its decisions and activities concerning the implementation of the joint protection programs of the Authority.

ARTICLE 13 - CLAIMS COMMITTEE

The Executive Committee members, together with the Chairs of the Managers Committee and the Finance Officers Committee, shall sit as the Claims Committee of the Authority. The Claims Committee shall have authority to make all determinations regarding defense, indemnity, and settlement of claims under the Memoranda of Coverage. Decisions of the Claims Committee regarding settlement of claims shall be final and not subject to further review. Decisions regarding coverage for defense or indemnity of claims shall be final, but subject to the Member's appeal rights as detailed in the applicable Memorandum of Coverage.

ARTICLE 14 - OFFICERS OF THE AUTHORITY

(a) President and Vice President. The Board shall elect a President and Vice President of the Authority, each to hold office for a two-year term, except as hereinafter provided, and until a successor is elected. The election of the President and Vice President shall be on alternate years. In the event the President so elected ceases to be a member of the Board, or for other reasons is unable to serve, the Vice President shall assume the position of President and serve the remainder of the prior President's unexpired term. In the event the Vice President so elected ceases to be a member of the Board, or for other reasons is unable to serve, the Executive Committee shall select from among its membership a new Vice President who shall serve the remainder of the unexpired term.

(b) Chief Executive Officer. The Chief Executive Officer shall be authorized and responsible for the overall management and administration of the Authority and its joint protection programs and shall select and appoint all employees.

(c) Secretary. The Secretary shall be responsible for all minutes, notices and records of the Authority and shall perform such other duties as may be assigned by the Executive Committee.

(d) Treasurer. The duties of the Treasurer are set forth in Articles 18 and 19 of this Agreement.

(e) Attorney. The Executive Committee shall select an attorney for the Authority. The attorney shall serve at the pleasure of the Executive Committee.

(f) The Executive Committee shall have the power to appoint such other officers as may be necessary in order to carry out the purposes of this Agreement.

ARTICLE 15 - ADVISORY COMMITTEES

The Board of Directors or Executive Committee may establish Advisory Committees as deemed necessary. Such Committees shall meet from time to time as deemed necessary by them, and shall make recommendations to the Executive Committee based upon their expertise.

ARTICLE 16 - COVERAGE

(a) The coverage provided for Members through the Authority's joint protection programs may include protection for Personal Injury, Errors and Omissions, Contractual and Comprehensive Liability, Workers' Compensation and such other areas of coverage as the Executive Committee may determine. Such coverage may be through insurance as defined in Article 1.

(b) The Authority shall maintain limits of coverage for Members determined by the Executive Committee to be adequate. The Executive Committee may arrange for a group policy to be issued for Members interested in obtaining additional coverage above the limits of coverage at an additional cost to those participating Members.

(c) The Executive Committee shall arrange for the purchase of insurance it deems necessary to protect the funds of the Authority against catastrophes. The Executive Committee shall have the authority to discontinue purchase of this insurance, if at a future time the Executive Committee determines that it is no longer needed to protect the Authority's funds.

ARTICLE 17 - DEVELOPMENT OF THE JOINT PROTECTION PROGRAMS

(a) The joint protection programs provided by the Authority shall extend to agencies or authorities as determined in the Memorandum of Coverage of each program.

(b) The cost allocation formula for each joint protection program shall be adopted by the Executive Committee.

(c) The contribution for each Member's participation in a joint protection program shall be determined by the Executive Committee.

(d) The cost allocation formula adopted by the Executive Committee for each joint protection program may provide for retrospective adjustments, and each Member shall pay any additional contribution required by such retrospective adjustment.

(e) The Executive Committee may provide for payment of a portion of such contributions to be made over a period of time on terms set by the Executive Committee.

(f) The Executive Committee may expand the Authority's offerings of joint protection programs to make available for Members' protection in addition to that which is provided for in this Agreement.

(g) Contributions held by the Authority for each joint protection program shall be accounted for separately, so that only Members participating in the program will share in pooled losses and expenses of that program. This separate accounting shall not prohibit the Authority from commingling contributions for purposes of investment, nor from paying losses or expenses when due from all available funds. As deemed appropriate, the Executive Committee may provide for inter-program transfers in the forms of loans, letters of credit, or other financial arrangements that stipulate that the lending program will be made whole by the borrowing program through the timely repayment of principal and compensation for the value of lost investment earnings during the financing period.

ARTICLE 18 - ACCOUNTS AND RECORDS

(a) Budget. The Authority shall adopt an operating budget, pursuant to Article 11(e) of this Agreement.

(b) Funds and Accounts. The Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practice or by the Executive Committee. Books and records of the Authority in the hands of the Treasurer shall be open to any inspection at all reasonable times by representatives of a Member.

(c) Treasurer's Report. The Treasurer, within 270 days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each Member.

(d) Annual Audit. The Executive Committee shall provide for a certified, annual audit of the accounts and records of the Authority. The audit shall conform to generally accepted auditing standards. When such an audit of the accounts and records is made by a Certified Public Accountant, a report thereof shall be filed as a public record with each of the Members. Such report shall be filed within nine months of the end of the year under examination.

(e) Costs. Any costs of the audit, including contracts with, or employment of, Certified Public Accountants, in making an audit pursuant to this Article, shall be borne by the Authority and shall be considered included within the term “administrative costs.”

ARTICLE 19 - RESPONSIBILITY FOR MONIES

(a) The Treasurer of the Authority shall have the custody of and disburse the Authority's funds. He or she shall have the authority to delegate the signatory function of Treasurer to such persons as are authorized by the Executive Committee.

(b) A bond or other insurance protection providing coverage for embezzlement or other criminal acts in an amount determined by the Executive Committee to be adequate shall be required of all officers and personnel authorized to disburse funds of the Authority. The cost of such bond or insurance protection shall be paid for by the Authority.

(c) The Treasurer of the Authority shall perform the duties described in California Government Code Sections 6505.5 and 6505.6 pertaining to the receipt, safekeeping, payment, and reporting of Authority funds.

ARTICLE 20 - RESPONSIBILITIES OF THE AUTHORITY

The Authority shall perform the following functions in discharging its responsibilities under this Agreement:

(a) Provide loss protection as necessary, through various means including but not limited to insurance or other financial risk transfer, by negotiation or bid and purchase.

(b) Assist Members in obtaining coverage for risks not included within the joint protection programs of the Authority.

(c) Assist each Member’s assigned risk manager with the implementation of that function within the Member.

(d) Provide loss prevention and safety and consulting services to Members as required, which may include programs for grants or loans to Members for loss prevention or safety purposes.

(e) Provide claims adjusting and subrogation services for claims covered by the Authority's joint protection programs.

(f) Provide loss control and analysis by the use of statistical analysis, data processing, and record and file keeping services, in order to identify high exposure operations and to evaluate proper levels of self-retention and deductibles.

(g) Provide contract review when requested by Members to determine sufficiency of indemnity and insurance provisions.

(h) Conduct risk management evaluations of each Member to encourage implementation of best risk management practices.

(i) The Authority shall have standing and shall pursue recovery in its own name or in the name of a Member for losses covered by a joint protection program. Such recovery may be through subrogation, cross complaint, or salvage, as appropriate.

(j) The Authority shall have such other responsibilities as deemed necessary by the Board of Directors or Executive Committee in order to carry out the purposes of this Agreement.

ARTICLE 21 - RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities:

(a) The legislative body of each Member shall appoint a representative and at least one alternate representative to the Board of Directors, pursuant to Article 7 of this Agreement.

(b) Each Member shall appoint an employee to be responsible for the risk management function of that Member, and to serve as a liaison between the Member and the Authority as to risk management.

(c) Each Member shall maintain an active safety officer and/or committee, and shall consider all recommendations of the Authority concerning unsafe practices or exposures.

(d) Each Member shall pay its contribution and any retrospective adjustment promptly to the Authority when due. After withdrawal or termination, each Member shall pay promptly to the Authority its share of any additional contribution, when and if required of it by the Executive Committee under Articles 24, 25, 26, 27, and 28 of this Agreement.

(e) Each Member shall report all claims to the Authority in accordance with the policies and procedures governing the joint protection program to which the claim applies.

(f) Each Member shall provide the Authority with such other information or assistance as may be necessary for the Authority to carry out the joint protection programs under this Agreement.

(g) Each Member shall cooperate with and assist the Authority in the pursuit of recoveries for losses covered by a joint protection program, including assigning its right to recover subrogated amounts, and if necessary, executing a written agreement to effect such assignment.

(h) Each Member shall in any and all ways cooperate with and assist the Authority, and any insurer of a joint protection program, in all matters relating to this Agreement and covered losses, and will comply with all bylaws, rules and regulations adopted by the Board of Directors and Executive Committee.

(i) Each Member shall actively participate in the Authority's Risk Management Evaluation and Loss Control Action Plan (LossCAP) programs.

ARTICLE 22 - NEW MEMBERS

The Authority shall allow entry of new Members approved by the Executive Committee.

(a) Executive Committee approval for new Members shall be according to the following procedure:

1. Investigation of each potential member by Authority staff and preparation of a report;
2. Review of the report by the Underwriting Committee, which shall then be forwarded to all Directors for review and comment;
3. Review by the Directors and submittal of comments to the Chief Executive Officer during the comment period; and
4. Approval by a two-thirds vote of the Executive Committee.

(b) Membership is effective immediately upon approval by the Executive Committee and execution of this Agreement by the new Member to join the Authority.

(c) A Member entering under this Article may be required to pay its share of organization expenses as determined by the Executive Committee including those necessary to analyze its loss data and determine its contributions.

(d) Should the Board of Directors rescind the membership approval made by the Executive Committee pursuant to Article 8(b), the Member shall be given at least ninety days advance notice of the effective date of termination of Membership, and the Member shall be

treated as if it had withdrawn on the effective date, and shall have the same responsibilities as if the Member had voluntarily withdrawn on the effective date.

(e) New Members, accepted into membership after July 1, 2016, shall have provisional membership status throughout the initial five years of membership. During the provisional membership period:

1. The Authority reserves the right to retrospectively adjust the cost of coverage for provisional Members based on actual claims development, in the event that it varies materially from claims data provided to the Authority at the time of the initial underwriting; and
2. The Authority reserves the right to terminate membership of any provisional Member at the end of a protection period, with or without cause, by a two-thirds vote of the Executive Committee, provided the Executive Committee gives the provisional Member at least ninety days advance notice of the effective date of the termination of membership.
3. A provisional Member subject to termination under Paragraph 2, above, may appeal said termination to a panel of five chief executives randomly selected from the other Members.

(f) If a provisional Member does not complete five successive years of membership in good standing, due to withdrawal or termination, that provisional Member is not eligible to receive in any refunds, dividends, or equity distributions that may occur during the provisional membership period or at any time thereafter.

ARTICLE 23 - PROGRAM PARTICIPATION

The Authority shall allow for the participation of Members in the joint protection programs as approved by the Executive Committee.

(a) Executive Committee approval for new Members shall be according to the following procedure:

1. Investigation of a potential participant by Authority staff and preparation of a report;
2. Consideration of the report by the Underwriting Committee with a recommendation to the Executive Committee; and

3. Approval by a two-thirds vote of the Executive Committee,
- (b) Program participation is effective immediately upon approval by the Executive Committee and execution of appropriate resolutions and/or other documents by the new participant allowing participation in the joint protection program.
 - (c) A Member entering into a joint protection program may be required to pay its share of program development expenses as determined by the Executive Committee including those necessary to analyze its loss data and determine its contributions.
 - (d) Should the Board of Directors rescind the program participation approval made by the Executive Committee pursuant to Article 8(b), the Member shall be given at least ninety days advance notice of the effective date of termination of program participation, and the Member shall be treated as if it had withdrawn on the effective date, and shall have the same responsibilities as if the Member had voluntarily withdrawn on the effective date.

ARTICLE 24 - WITHDRAWAL

- (a) A Member that enters into this Agreement may not withdraw as a party to this Agreement and as a Member of the Authority for a three-year period commencing on the effective date of its membership.
- (b) A Member that enters into a joint protection program may not withdraw as a participant in that program for a three-year period commencing on the effective date of its participation in the joint protection program.
- (c) After the initial three-year non-cancellable commitment to membership in the Authority or participation in a joint protection program, a Member may withdraw only at the end of any protection period, provided it has given the Authority a twelve-month written notice of its intent to withdraw from this Agreement and/or any joint protection programs in which it participates.

ARTICLE 25 - EFFECT OF WITHDRAWAL

- (a) The withdrawal of any Member from this Agreement shall not terminate the Agreement, and no Member by withdrawing shall be entitled to payment or return of any deposits, contributions, consideration or property paid, or donated by the Member to the Authority, or to any distribution of assets.

(b) The withdrawal of any Member from participation in a joint protection program shall not terminate the Member's responsibility to contribute its share of contributions or funds to the program until all claims, or other unpaid liabilities, covering the period the Member was signatory hereto have been finally resolved and a determination of the final amount of payments due from the Member or credits to the Member for the period of its participation has been made by the Executive Committee. In connection with this determination, the Executive Committee may exercise similar powers to those provided for in the Article 30(c) of this Agreement.

ARTICLE 26 - CANCELLATION OF PROGRAM PARTICIPATION

The Executive Committee shall have the right to cancel any Member's participation in one or more joint protection programs upon the recommendation of the Chief Executive Officer and in accordance with the Healthy Members Practices and Procedures protocol. Any Member so cancelled shall on the effective date of the cancellation be treated the same and shall have the same responsibilities as if the Member had voluntarily withdrawn from the joint protection program.

ARTICLE 27 - CANCELLATION OF MEMBERSHIP

The Board of Directors shall have the right to cancel the membership of any Member based upon a three-fourths vote of the entire Board of Directors. Any Member so cancelled shall on the effective date of the cancellation be treated the same as if the Member had voluntarily withdrawn from membership, and said Member shall have the same responsibilities. Cancellation, as specified above, shall be within the sole discretion of the Board of Directors and may occur with or without cause, and the Board's discretion shall not be subject to any further review or appeal.

ARTICLE 28 - CANCELLATION FOR NON-PAYMENT

In the absence of a payment plan as authorized in Article 17(e), any Member's participation in a joint protection program may be cancelled automatically in the event of a failure of the Member to pay any contribution as required in this Agreement. Should any contribution remain unpaid more than thirty (30) days after receipt of notice by the Member, the Authority will send a notice advising the Member that it is in default under the terms of this Agreement, and that the Member's participation will be cancelled within thirty (30) additional

days unless full payment is received. Failure to make full payment as required in the notice of default shall be considered a withdrawal by the Member from the program effective on the date of cancellation specified in the notice of default; and no coverage shall apply to any claims submitted subsequent to the effective date of cancellation that arise from occurrences taking place during the current protection period. A Member cancelled for non-payment shall remain liable for a prorated share of the current year's contribution and for all retrospective adjustment contributions through the date of cancellation and attributable to prior years of coverage in which it participated.

ARTICLE 29 - ATTORNEY FEES AND COSTS OF COLLECTION

Should any Member or former Member fail to pay any contribution or retrospective adjustment contribution when due, the Member shall also be liable to the Authority for attorney fees and costs incurred by the Authority in pursuing collection of such sums.

ARTICLE 30 - TERMINATION AND DISTRIBUTION

(a) This Agreement may be terminated by the written consent of three-fourths of the Members; provided, however, that this Agreement and the Authority shall continue to exist for the purpose of disposing of all claims, distribution of assets and all other functions necessary to wind up the affairs of the Authority.

(b) Upon termination of this Agreement, all assets of the Authority shall be distributed only among the parties that have been Members of a joint protection program, including any of those parties that previously withdrew pursuant to Article 24 of this Agreement, in accordance with and proportionate to their cash (including contributions) payments and property (at market value when received) contributions made reduced by their share of losses and expenses paid during the term of this Agreement. The Executive Committee shall determine such distribution within six months after the last pending claim or loss covered by this Agreement has been finally disposed of.

(c) The Executive Committee is vested with all powers of the Authority for the purpose of winding up and dissolving the business affairs of the Authority. These powers shall include the power to require Members, including those that were Members at the time a claim arose or at the time a loss was incurred, to pay their share of any additional amount of

contribution deemed necessary by the Executive Committee for final disposition of all claims and losses covered by this Agreement. A Member's share of such additional contributions shall be determined on the same basis as that provided for annual contributions in Article 17 of this Agreement, and shall be treated as if it were the next year's annual contribution for that Member.

(d) In the absence of an Executive Committee, the Secretary shall exercise all powers and authority under this Article. The decision of the Executive Committee or Secretary under this Article shall be final.

(e) A provisional Member that does not complete five years of membership pursuant to Article 22 shall not be entitled to any distribution of assets upon termination of this Agreement.

ARTICLE 31 - PROVISION FOR BYLAWS

The Board shall cause to be developed Authority Bylaws. Each Member shall receive a copy of any Bylaws developed under this Article.

ARTICLE 32 - NOTICES

Notices to Members hereunder shall be sufficient if delivered to the administrative office of the respective Member. Delivery may be by U.S. Mail, email, or other form of notice acceptable under the Ralph M. Brown Act.

ARTICLE 33 – PROVISION FOR MAILED BALLOTS

Unless specifically prohibited elsewhere within this Agreement or the Bylaws, all actions contemplated by the Board of Directors may be voted on by the Members by mailed ballot as defined in the Bylaws. This shall not include the election of officers or members of the Executive Committee. Actions taken by mailed ballot shall require the same percentage of votes cast by the entire Membership as the percentage that would be required of a quorum voting on an item at a Board of Directors meeting.

ARTICLE 34 - AMENDMENT

With the exception of Article 27, this agreement may be amended by two-thirds vote of the Directors present at a duly held Board of Directors meeting, or by a two-thirds vote of the Membership for an amendment placed before the Membership by mailed ballot. Amendment to Article 27 shall require a three-fourths vote of the entire Board of Directors at a duly held Board of Directors meeting, or by a three-fourths vote of the Membership for an amendment placed before the Membership by mailed ballot.

ARTICLE 35 - PROHIBITION AGAINST ASSIGNMENT

With the exception of Article 21 (g), no Member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any Member shall have any right, claim or title to any part, share, interest, fund, contribution, or asset of the Authority.

ARTICLE 36 - AGREEMENT COMPLETE

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

IN WITNESS WHEREOF, the parties hereto have first executed this Agreement by authorized officials thereof on the date indicated below.

Date: _____

MEMBER: _____

By: _____

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE PRIMARY LIABILITY PROTECTION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

WHEREAS, pursuant to the provisions of Section 6500 et seq. and also Sections 990.4 and 990.8 of the California Government Code, the California Joint Powers Insurance Authority (“California JPIA”) was created in 1977; and

WHEREAS, The City of Lemon Grove has executed the Joint Powers Agreement to become a member of the California JPIA; and

WHEREAS, the California JPIA has established and administered a successful Liability Self-Insurance and Loss Pooling Program since April 1, 1978; and

WHEREAS, there are significant financial and administrative advantages for the City of Lemon Grove to participate in the Primary Liability Protection Program.

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

1. Liability coverage for the City of Lemon Grove through the Primary Liability Protection Program of the California JPIA is hereby authorized and directed effective July 1, 2020, for a minimum commitment period of three years, pursuant to the terms of the Primary Liability Program Memorandum of Coverage in effect at the time of any occurrence covered by the Memorandum of Coverage.

2. That an initial annual contribution of \$207,800 or such pro-rata part thereof as the California JPIA might determine for coverage of less than a fiscal period, for the Primary Liability Protection Program is approved and the appropriate officers of the City of Lemon Grove are authorized to pay the same to the California JPIA.

3. That the City of Lemon Grove will subsequently be required to make deposits and deposit adjustments as provided in the California JPIA Joint Powers Agreement.

4. That the coverage provided is from the first dollar incurred per occurrence and there is no self-insured retention level. The cost allocation formula, including the self-insured retention level, is periodically reviewed by the California JPIA and may be changed or amended in subsequent Program years.

5. That the Mayor shall sign and the City of Lemon Grove’s Clerk shall certify to the passage and adoption of this Resolution, and thereupon the same shall take effect and be in force.

6. That the City of Lemon Grove’s Clerk is directed to forward a certified copy of this Resolution to the California JPIA, 8081 Moody Street, La Palma, CA 90623.

PASSED AND ADOPTED on May 5th, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, ESTABLISHING A POLICY WHICH DELEGATES TORT LIABILITY CLAIMS HANDLING RESPONSIBILITIES TO THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY AS AUTHORIZED BY GOVERNMENT CODE SECTION 910, ET SEQ.

WHEREAS, The City of Lemon Grove is a member of the California Joint Powers Insurance Authority (California JPIA), and pursuant to Government Code sections 990.4, et seq. and 6500 et seq. pools its self-insured liability claims and losses with other California JPIA members under a Memorandum of Coverage; and

WHEREAS, the Joint Powers Agreement creating the California JPIA authorizes it to exercise powers common to members and appropriate to defend and indemnify members from liability claims under the Memorandum of Coverage.

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

1. The City of Lemon Grove delegates California JPIA authority to act on its behalf pursuant to Government Code sections 910, et seq. to accept, reject, return as insufficient, or return as untimely any claims against it, and to provide any notices authorized under those statutes on behalf of the City of Lemon Grove.
2. This Resolution shall become effective immediately upon its adoption.
3. The City of Lemon Grove Clerk shall certify to the adoption of this Resolution.

PASSED AND ADOPTED on May 5th, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, City Clerk

Approved as to Form: Kristen Steinke, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, TO AUTHORIZE AND APPROVE POOLING OF SELF-INSURANCE THROUGH THE EXCESS WORKERS' COMPENSATION PROGRAM OF THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

WHEREAS, pursuant to the provisions of Section 6500 et seq. and also Sections 990.4 and 990.8 of the California Government Code, the California Joint Powers Insurance Authority ("California JPIA") was created in 1977; and

WHEREAS, The City of Lemon Grove has executed the Joint Powers Agreement to become a member of the California JPIA; and

WHEREAS, the California JPIA has established and administered a successful Workers' Compensation Self-Insurance and Loss Pooling Program for its members since January 1, 1980; and

WHEREAS, there are significant financial and administrative advantages for the City of Lemon Grove to provide workers' compensation coverage for its employees through the Excess Workers' Compensation Protection Program of California JPIA.

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

1. Workers' Compensation coverage for the City of Lemon Grove through the Excess Workers' Compensation Protection Program of the California JPIA is hereby authorized and directed effective July 1, 2020, for a minimum commitment period of three years, pursuant to the terms of the Excess Workers' Compensation Program Memorandum of Coverage in effect at the time of any occurrence covered by the Memorandum of Coverage.

2. The City Manager or his/her designee of the City of Lemon Grove is authorized and directed to apply to the Department of Industrial Relations for a Certificate of Consent to Self-Insure, and to take such other actions as are necessary to effectuate self-insurance of workers' compensation for employees of the City of Lemon Grove.

3. That an initial annual contribution of \$120,200, or such pro-rata part thereof as the California JPIA might determine for coverage of less than a fiscal period, for the Excess Workers' Compensation Protection Program is approved and the appropriate officers of the City of Lemon Grove are authorized to pay the same to the California JPIA.

4. That the City of Lemon Grove will subsequently be required to make deposits and deposit adjustments as provided in Articles 17 and 21 of the California JPIA Joint Powers Agreement.

5. That the Mayor shall sign and the City of Lemon Grove's Clerk shall certify to the passage and adoption of this Resolution, and thereupon the same shall take effect and be in force.

6. That the City of Lemon Grove's Clerk is directed to forward a certified copy of this Resolution to the California JPIA, 8081 Moody Street, La Palma, CA 90623.

PASSED AND ADOPTED on May 5th, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Shelley Chapel, MMC, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, PROVIDING WORKERS' COMPENSATION COVERAGE FOR CERTAIN CITY OF LEMON GROVE VOLUNTEERS PURSUANT TO THE PROVISIONS OF SECTION 3363.5 OF THE LABOR CODE

WHEREAS, the City of Lemon Grove finds its best interest will be served by utilizing volunteers in the provision of certain government services; and

WHEREAS, said volunteers should be eligible for workers' compensation coverage while on duty; and

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

1. Find and determine that the public interest is best served by providing workers' compensation coverage for City of Lemon Grove volunteer workers as specified by the City Manager; and
2. Provide eligibility for said volunteers for workers' compensation benefits which will be applicable during the time the person actually performs volunteer services, provided, however, that the rights of volunteers shall be limited as set forth in the Labor Code.

PASSED, APPROVED AND ADOPTED on May 5th, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest: Shelley Chapel, MMC, City Clerk

Approved as to Form: Kristen Steinke, City Attorney