



**City of Lemon Grove  
City Council Regular Meeting Agenda  
Tuesday, October 20, 2020, 6:00 p.m.**

**Virtual Meeting via Zoom platform**

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

**Meeting Access # 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, October 20, 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](mailto:schapel@lemongrove.ca.gov) prior to the meeting. The deadline for the public comment to be submitted is **Monday, October 19, 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](mailto:schapel@lemongrove.ca.gov) prior to the meeting. The deadline for the public comment to be submitted is **Monday, October 19, 2020 at 5:00 p.m.** Any comment received after the deadline will not be read but will be maintained in the record.

**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](mailto:schapel@lemongrove.ca.gov)

## City of Lemon Grove City Council Regular Meeting Agenda

Tuesday, October 20, 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:

### Consent Calendar:

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

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

Reference: Kristen Steinke, City Attorney

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

1.B. City of Lemon Grove Payment Demands

Reference: Molly Brennan, Administrative Services Director

Recommendation: Ratify Demands

- 1.C. Approval of Meeting Minutes  
October 6, 2020 Regular Meeting

Reference: Shelley Chapel, City Clerk  
Recommendation: Approve Minutes

- 1.D. Lease Agreement with Mossy Automotive Group

Reference: Mike James, Assistant City Manager / Public Works Director  
Recommendation: Adopt a resolution approving the lease of surplus property within a portion of APN Nos. 475-402-24 and 475-402-25 to Mossy Automotive Group.

- 1.E. Annual Street Striping Project East of Lemon Grove Avenue

Reference: Mike James, Assistant City Manager / Public Works Director  
Recommendation: Adopt a resolution approving the annual street striping

- 1.F. Approve a Professional Service Agreement with Aguirre and Associates for City Land Survey Services with Aguirre & Associates

Reference: Mike James, Assistant City Manager / Public Works Director  
Recommendation: Adopt a Resolution entitled, "A Resolution of the City Council of the City of Lemon Grove, California, Approving an Agreement for Professional Services with Aguirre & Associates for City Land Survey Services."

- 1.G. Accept Donation from RCP Brick and Rock to provide City Membership on the East County Economic Development Council.

Reference: Lydia Romero, City Manager  
Recommendation: Accept donation from RCP Brick and Rock to provide City Membership on the East County Economic Development Council.

Reports to Council:

2. Community Development Block Grant Coronavirus Application – New Funds

Reference: Lydia Romero, City Manager and Christian Olivas, Management Analyst

Recommendation: Adopt a resolution authorizing the submittal of an application to the County of San Diego to receive additional Community Development Block Grant Coronavirus funds.

3. City Council Calendar

Reference: Lydia Romero, City Manager and Shelley Chapel, City Clerk

Recommendation: Approve Council Calendar and Direct City Manager to post on the City's website.

Closed Session:

- A. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957  
Performance Evaluation: City Manager

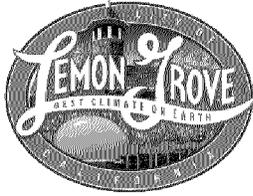
Adjournment

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 October 20, 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](http://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](mailto: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:** October 20, 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**

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

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No. 1.B**

**Meeting Date:** October 20, 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

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**Recommended Action: Ratify Demands.**

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Molly Brennan, Administrative Services Director  
 For Council Meeting: 10/20/20

ACH/AP Checks 09/29/20-10/09/20

115,117.49

Payroll - 10/06/20

131,881.67

Total Demands

246,999.16

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Sep22 20	US Treasury	09/29/2020	Federal Taxes 9/22/20	34,597.02	34,597.02
ACH	Jul20	San Diego County Sheriff's Department	09/30/2020	Law Enforcement Services - Jul'20	516,456.69	516,456.69
ACH	Refill 9/29/20	Pitney Bowes Global Financial Services LLC	09/30/2020	Postage Usage 9/29/20	250.00	250.00
ACH	11050724	LEAF	09/30/2020	Ricoh C3502 Copier System-PW Yard - Sep'20	195.73	195.73
ACH	Sep20	Wage Works	09/30/2020	FSA Reimbursement - Sep'20	8,415.13	8,415.13
ACH	Sep20	Power Pay Biz/Evo	10/01/2020	Online Credit Card Processing - Sep'20	107.47	107.47
ACH	Oct 2020	Pers Health	10/02/2020	Pers Health Insurance - Oct'20	49,089.13	49,089.13
ACH	Sep20	Sedgwick Claims Management Services, Inc	10/02/2020	Workers' Comp Claims - Sep'20	351.55	351.55
ACH	Sep20	Authorize.Net	10/02/2020	Merchant Fees - Sep'20	27.25	27.25
ACH	Oct8 20	PARS	10/08/2020	115 Trust Transfer from Sanitation District	560,199.00	560,199.00
ACH	Sep20	Home Depot Credit Services	10/08/2020	Home Depot Purchases - Sep'20	922.71	922.71
ACH	Oct6 20	Employment Development Department	10/08/2020	State Taxes 10/6/20	9,050.32	9,050.32
ACH	Sep23-Oct6 20	Calpers Supplemental Income 457 Plan	10/09/2020	457 Plan 9/23/20-10/6/20	9,306.55	9,306.55
13527	41198	Anita Fire Hose Company Etc	09/30/2020	6 Year Fire Extinguisher Maintenance - Fire Station	84.31	84.31
13528	8/13/20-9/12/20	AT&T	09/30/2020	Phone Service 8/13/20-9/12/20	87.24	87.24
13529	5656276599	AutoZone, Inc.	09/30/2020	Duralast Battery & Installation - LGPW #19/F-250	155.60	155.60
13530	35762-IN	Aztec Landscaping Inc	09/30/2020	Landscape Mgmt Svc - Aug'20	3,610.00	3,610.00
13531	11313	Balestreri, Potocki & Holmes	09/30/2020	Legal Svcs: File 1019-224 - thru Aug'20	1,730.45	1,730.45
13532	1447210	BELFOR USA Group, Inc	09/30/2020	COVID-19 Cleaning - Fire Station	4,694.00	4,694.00
13533	Benjamin	Benjamin, Daniel	09/30/2020	Refund/Benjamin, Daniel/Diversion Deposit/B20-0216/CD2-000-0058	500.00	500.00
13534	Chuys Barbershop	Chuy's Barbershop	09/30/2020	Small Business Relief Grant Program	620.18	620.18
13535	RHNA-LG01	City of Coronado	09/30/2020	Atty Svcs - RHNA Appeal	5,000.00	5,000.00
13536	0000014924 0000014924	City of El Cajon	09/30/2020	Overtime Reimbursement - Aliano 9/12/20 Overtime Reimbursement - Hays 9/11/20	1,474.01 1,277.39	2,751.40
13537	22190 22190 22190 22190	City of La Mesa	09/30/2020	Overtime Reimbursement - Deitz 8/25/20 Overtime Reimbursement - Kirk 8/31/20 Overtime Reimbursement - Lima 8/31/20 Overtime Reimbursement - Tidball 8/24/20	1,310.41 1,478.17 1,310.41 1,387.75	5,486.74
13538	2521	Clark Telecom & Electric Inc.	09/30/2020	Street Light Dig-Alert Markouts - Aug'20	280.37	280.37
13539	3454	Clothing International, Inc	09/30/2020	Protective Clothing - PW - Caps	490.82	490.82
13540	212254-21	County of San Diego- Environmental Health	09/30/2020	Unified Program Facility Permit Renewal- 10/31/20-10/31/21	484.00	484.00
13541	Crawford	Crawford, Kobie	09/30/2020	Refund/Dep/Crawford, Kobie/Partial/Zoning Clearance ZC2-000-0007	216.00	216.00
13542	6196 6197 6198 6199 6200 6213	D- Max Engineering Inc	09/30/2020	1963 Berry St Inspection 8/1/20-8/31/20 3065 LG Ave Inspection 8/1/20-8/31/20 1996 Dain Dr Inspection 8/1/20-8/31/20 6800 Mallard Ct Inspection 8/1/20-8/31/20 Golden Doors Inspection 8/1/20-8/31/20 LG Popeyes CUP-190-0003 - 7/1/20-9/15/20	225.10 129.00 176.10 225.10 183.58 1,668.50	2,607.38
13543	Dell Awards2	Dell Awards	09/30/2020	Small Business Relief Grant Program	3,407.37	3,407.37
13544	dsb20194724	Dig Safe Board	09/30/2020	State Fee/Regulatory Monthly Costs/Dig Alert 2019	57.13	57.13
13545	145353	Fire Etc	09/30/2020	Fire Banners - Fire Line Do Not Cross	143.53	143.53
13546	46186 46187	Harris & Associates	09/30/2020	Sanitation Dist Financial Consulting Svcs 7/26/20-8/22/20 Lighting Dist Financial Consulting Svcs 7/26/20-8/22/20	15,769.55 6,170.93	21,940.48

13547	Hernandez	Hernandez, Ernesto Rojas	09/30/2020	Refund/Hernandez,Ernesto Rojas/Diversion Deposit/B19-0681	100.00	100.00
13548	12960 12961 12962 12963 12965	Infrastructure Engineering Corporation	09/30/2020	Prof Svc: 1993 Dain Dr-Development Inspection 8/1/20-8-28/20 Prof Svc: 1913 Berry St-Development Inspection 8/1/20-8-28/20 Prof Svc: Mallard Ct - CM Services 8/1/20-8-28/20 Prof Svc: 8327 Mt Vernon-CM Services 8/1/20-8-28/20 Prof Svc: 2585 Cyprus St-Grading Permit Inspection 8/1-28/20	148.00 74.00 222.00 74.00 296.00	814.00
13549	141590 141591	Knott's Pest Control, Inc.	09/30/2020	Monthly Bait Stations- Civic Ctr - Sep20 Monthly Bait Stations- Sheriff - Sep20	60.00 45.00	105.00
13550	1034851 1034865 1035805	Life-Assist, Inc.	09/30/2020	Nitrile Exam Gloves Nitrile Exam Gloves Physio-Control Edge Electrode, Eyewear	748.86 299.55 618.42	1,666.83
13551	IN1500507	Municipal Emergency Services Inc	09/30/2020	Headset Repairs	292.13	292.13
13552	INV-000031	Municipal Sewer Tools	09/30/2020	3"X30' Hose - Sanitation	341.63	341.63
13553	69016490	Occupational Health Centers of CA	09/30/2020	Medical Recert Exam - 9/10/20	103.00	103.00
13554	152206 152352	Pacific Sweeping	09/30/2020	Street Sweeping/Parking Lot - Jul'20 Street Sweeping/Parking Lot - Aug'20	5,971.00 5,971.00	11,942.00
13555	Posh Poodle2	Posh Poodle Dog Grooming	09/30/2020	Small Business Relief Grant Program	957.36	957.36
13556	3904	Qual Chem Corp.	09/30/2020	Shop Towel Rolls	2,649.80	2,649.80
13557	17546K	Rick Engineering Company	09/30/2020	Caltrans Encroachment Permit Processing FY19/20 St Rehab Proj	710.71	710.71
13558	Sawaged	Sawaged,Hassan	09/30/2020	Refund/Sawaged,Hassan/Diversion Deposit/B18-0446/CD1-900-0031	452.67	452.67
13559	500648	South Coast Emergency Vehicle Services	09/30/2020	Electric Regulator - Fire Veh	362.81	362.81
13560	80550 80551	Southwest Signal Service	09/30/2020	Traffic Signal Service Calls - Aug'20 Bi-Monthly Traffic Signal Maintenance - Aug'20	4,514.39 910.00	5,424.39
13561	W14267	Stotz Equipment	09/30/2020	Gator Repairs - Parking Brake	2,202.26	2,202.26
13562	105382462-0001	Sunbelt Rentals Inc.	09/30/2020	Propane	6.53	6.53
13563	820200390	Underground Service Alert of Southern Ca.	09/30/2020	62 New Ticket Charges - Aug'20	112.30	112.30
13564	P501021720	Volvo Construction Equipment & Services	09/30/2020	Fuel Pump for Paver	493.62	493.62
13565	72706927	Vulcan Materials Company	09/30/2020	Asphalt/SS1H 4.5 Gallon Bucket	201.28	201.28
13566	164049	West Coast Arborists, Inc.	09/30/2020	Tree Maintenance - 8/16/20-8/31/20	9,817.00	9,817.00
13567	21656480 21768824 21762863 1427065905 4057416395 82036167 2259Wash-8/12 7071MTV- 8/1 8235MTV-8/9 2873Skyline- 8/19 City Hall- 8/1 CommCtrInt- 7/3 Fax-CH- 8/18/20 Fire 8/1/20 Fire Alarm-7/28 PEG- 7/30 Rec-8/4 9859995988 9860653396 9860653934 9860653397 CB 09/11/20	Wells Fargo	09/30/2020	Canon Financial Svcs - Canon Plotter 2 Yr Carepack 7/20/20-8/19/20 Canon Financial Svcs - Canon Plotter 2 Yr Carepack 8/20/20-9/19/20 Canon Financial Svcs - Canon Plotter Contract Charge 8/20/20-9/19/20 Cintas - Janitorial Supplies - Fire - 7/30/20 Cintas - Janitorial Supplies - 7/30/20 Corelogic - RealQuest Graphics Package - Jul'20 Cox - Calsense Modem Line: 2259 Washington 8/11/20-9/10/20 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 8/1/20-8/31/20 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 8/9/20-9/8/20 Cox - Phone/PW Yard/2873 Skyline- 8/19/20-9/18/20 Cox - Phone/City Hall 8/1/20-8/31/20 Cox - Internet/Comm Ctr- 7/30/20-8/29/20 Cox - City Manager Fax Line- 8/18/20-9/17/20 Cox - MainPhone/Fire 8/1/20-8/31/20 Cox - City Hall Fire Alarm 7/27/20-8/26/20 Cox - PEG Circuit Svc- 7/30/20-8/29/20 Cox - Phone/Rec Ctr/3131 School Ln- 8/4/20-9/3/20 Verizon - Modems- Cardiac Monitors - 7/4/20-8/3/20 Verizon - City Phone Charges- 7/13/20-8/12/20 Verizon - Mobile Broadband Access- 7/13/20-8/12/20 Verizon - PW Tablets- 7/13/20-8/12/20 Wells Fargo - Cash Back Award Stmt 9/11/20	72.73 72.73 144.00 255.15 366.20 300.00 23.45 23.45 94.39 216.30 963.98 75.00 4.99 444.82 46.45 2,896.56 99.02 21.60 143.97 76.02 198.80 -321.13	6,218.48
13568	16890	AAir Purification Systems	10/07/2020	Repair/Engine Grabber - Fire Station	467.38	467.38
13569	15359785	AT&T	10/07/2020	Fire Backup Phone Line- 8/22/20-9/21/20	41.98	41.98
13570	Biggie BikesLLC	Biggie BikesLLC	10/07/2020	Refund/Biggie Bikes LLC/Overpayment Business License Fees	23.00	23.00
13571	VOID	California State Disbursement Unit	10/07/2020	** VOID **	-	-
13572	Sep20	Colonial Life	10/07/2020	Colonial Optional Insurance -Sep20	328.76	328.76
13573	20CTOFLGN03	County of San Diego- RCS	10/07/2020	800 MHZ Network - Sep'20	2,736.00	2,736.00
13574	21401063	CSAC Excess Insurance Authority	10/07/2020	Employee Assistance Program - Oct-Dec 20	322.77	322.77
13575	10032020560	DAR Contractors	10/07/2020	Animal Disposal- Sep'20	162.00	162.00
13576	dsb20192192	Dig Safe Board	10/07/2020	Re-issue/State Fee/Regulatory Monthly Costs/Dig Alert 2019	57.13	57.13
13577	Reimb-9/28/20	Govea, Garrett	10/07/2020	Reimb: Tuition - BS Mgmt/Intro to Civ/Govea 9/28/20	405.00	405.00

13578	SIN003468 SIN003468	Hinderliter De Llamas & Associates	10/07/2020	Sales Tax Audit Services - Qtr 1 2020 Contract Services - Sales Tax - Qtr 3 2020	2,158.13 1,375.65	3,533.78
13579	Oct6 20	ICMA	10/07/2020	ICMA Deferred Compensation Pay Period Ending 10/6/20	780.77	780.77
13580	Kozlow	Kozlow, Terry	10/07/2020	Sewer Easement/1825 Ensenada St/Terry & Temperance Kozlow	1,600.00	1,600.00
13581	Reissue/Manjarr	Manjarrez, Veronica	10/07/2020	Re-issue/Refund/Manjarrez, Veronica/Deposit - Lee House 8/25/19	200.00	200.00
13582	Reimb 9/30/20	Medina, Travis	10/07/2020	Reimb: Lodging & Food - Bakersfield OES 9/14-9/29	235.71	235.71
13583	2394	Mr. Hookup Architectural Electronics Inc	10/07/2020	Data Cable Repair/Troubleshooting - Fire Station	397.63	397.63
13584	Porter, Rita	Porter, Rita	10/07/2020	Refund/Porter, Rita/Overpayment Dog License #307987	20.00	20.00
13585	9/20/2020 9/22/2020 3568860625/1020 9/29/2020	SDG&E	10/07/2020	3225 Olive- 8/19/20-9/20/20 3500 1/2 Main- 8/19/20-9/20/20 Electric Usage:St Light 8/31/20-9/30/20 3601 1/2 LGA-8/19/20-9/20/20	114.28 213.98 1,257.40 34.44	1,620.10
13586	8180590644	Shred-It USA	10/07/2020	Shredding Services 9/2/20-9/3/20	545.28	545.28
13587	Smith	Smith, Jeanette	10/07/2020	Sewer Easement/1837 & 1847 Bakersfield St/Smith, Jeanette	1,750.00	1,750.00
13588	Oct6 20	Thrive Lemon Grove	10/07/2020	CARES Grant/Food Distribution/San Diego Food Bank	500.00	500.00
13589	420200387	Underground Service Alert of Southern Ca.	10/07/2020	Re-issue/36 New Ticket Charges - Apr'20	69.40	69.40
					115,117.49	115,117.49



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No. 1.C**

**Meeting Date:** October 20, 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](mailto:Schapel@lemongrove.ca.gov)

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

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**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, OCTOBER 6, 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 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 virus by holding City Council and other public meetings via virtual audio media only.

**Call To Order:**

Mayor Pro Tem Mendoza called the Regular Meeting to order at 6:02 p.m.

**Present:**

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

Absent: Mayor Racquel Vasquez

**Staff Members Present:**

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

**Pledge of Allegiance** was led by Councilmember Arambula.

**Presentation:**

Mayor Pro Tem Mendoza introduced Mike James, Assistant City Manager/Director of Public Works introduced SDG&E Representatives Dennis Gerschoffer, SDG&E Project Manager, Vanessa Mapula Garcia, SDG&E Public Affairs Manager, and Maegan Murphy, Project Manager who provided an update with PowerPoint on Undergrounding Project.

**Public Comment was read into the Record by City Clerk, Chapel:** Anna Gonzalez

**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:

- SANDAG Litter Abatement Committee Meeting
- SANDAG Special Meeting – Independent Audit Report
- SANDAG Transportation Committee Meeting
- California League of California Cities

**City Manager Report:**

Lydia Romero, City Manager announced that Governor has lifted the Restriction on Playground Equipment at City Parks have been reopened requiring Social Distancing and Masks to be worn. We are currently under the County Health Order and a reminder that no large gatherings are allowed. Refer to COVID webpage on the City website for more information.

**Consent Calendar:**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda.
- 1.B Ratification of Payment of Demands
- 1.C Approved City Council Meeting Minutes for Virtual Regular Meeting of September 15, 2020
- 1.D Proclaim the Week of October 4-10, 2020, as National Fire Prevention Week.”
- 1.E Adopted Resolution No. 2020-3765 entitled, “Resolution of the City Council of the City of Lemon Grove, California, Approving an Agreement for Professional Services with Infrastructure Engineering Corporation for City Inspection Services.”
- 1.F Adopted Resolution No. 2020-3766 entitled, “Resolution of the City Council of the City of Lemon Grove, California, Approving the Street Maintenance Project Located at 6818 Federal Boulevard.”

**Action: Motion by Councilmember Arambula, seconded by Councilmember Jones, to approve Consent Calendar Items 1.A-1.F. It was noted by Councilmember Arambula that the staff report for Item 1.F had an administrative error and was labeled 1.E.**

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

**Ayes: Mendoza, Arambula, Altamirano, Jones**

**Absent: Vasquez**

**Reports to Council:**

- 2. 115 Trust Transfer from Sanitation District (*Sanitation District Item*)

Vice-Chair Mendoza introduced Molly Brennan, Administrative Services Director, who gave the report and PowerPoint Presentation.

*No Public Comment Received.*

**Action: Motion by Director Jones, seconded by Director Arambula The motion passed by the following vote to Authorize the Transfer of \$560,199 from the Sanitation District to the 115 Trust for Investment towards future CalPERS Obligations.**

**Ayes: Mendoza, Arambula, Altamirano, Jones**

**Absent: Vasquez**

- 3. Community Development Block Grant Coronavirus Funds – New Allocation

Mayor Pro Tem Mendoza introduced Lydia Romero, City Manager, who gave the report and PowerPoint Presentation.

*No Public Comment Received.*

**Action: Received and provided staff direction. Noting Mayor Vasquez absent.**

City Attorney Steinke convened the meeting into Closed Session at 7:13 p.m. Closed Session was conducted via Closed Session Room separate from the “Virtual Meeting.” The Audio Recording for the Meeting was paused at that time.

**Closed Session:**

- A. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS  
Government Code Section 54956.8  
Property: Remnant Parcel located at Lemon Grove Avenue and North Avenue, Lemon Grove, CA 91945  
Agency Negotiation: City of Lemon Grove  
Negotiating Parties: City Manager, Lydia Romero, Assistant City Manager, Mike James  
Under Negotiation: Instruction to Negotiate
  
- B. LIABILITY CLAIM  
Government Code Section 54956.95  
Claimant: Aguilar  
Agency Claimed Against: City of Lemon Grove
  
- C. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957  
Performance Evaluation: City Manager

The meeting was reconvened into Open Session at 8:11 p.m., the City Attorney Steinke reported out at 8:11 p.m. that the Closed Session Item C PUBLIC EMPLOYEE EMPLOYMENT for position of City Manager, has been continued to the next Regular City Council Meeting to allow the Mayor participation.

**Adjournment:**

There being no further business to come before the Council, the meeting was adjourned at 8:13 p.m. Mayor Pro Tem Mendoza adjourned to the next meeting to be held Tuesday, October 20, 2020, as a Virtual Meeting, for a Regular City Council Meeting.

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Shelley Chapel, MMC  
City Clerk



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.D

**Meeting Date:** October 20, 2020

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

**Department:** City Manager's Office

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

[mjames@lemongrove.ca.gov](mailto:mjames@lemongrove.ca.gov)

**Item Title:** Lease Agreement with Mossy Automotive Group

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**Recommended Action:** Adopt a resolution approving the lease of surplus property within a portion of APN 475-402-24 and 475-402-25 to Mossy Automotive Group.

**Summary:** Mossy Automotive Group (MAG) desires to lease the portion of remnant property that it plans to purchase from the City. Rather than wait until the purchase transaction is completed, which could take an additional year. City and MAG staff created a lease agreement, which will allow MAG to assume control of the parcel, construct improvements on-site, and begin to expand its operations. Staff negotiated the lease agreement with the MAG to pay the City \$2,500 per month until the sale is complete.

**Discussion:** In November 2019, the City and Mossy Automotive Group (MAG) entered into a purchase agreement of the surplus property within a portion of APN 475-402-24 and 475-402-25 for a lump sum amount of \$771,026. Since that date, City and MAG staff have diligently worked on completing the transaction but additional time is needed to navigate the title research and transfer process. Rather than wait for the transaction to be complete both parties have agreed to a lease agreement (Attachment A – Exhibit 1) that will allow MAG to continue with its plan to construction site improvements and further expanded on its plan to use the surplus property as an extension of the existing new/used vehicle lot to increase the amount of inventory that can be stored on site.

*Exhibit 1: Overview of LGA Realignment Project*



Staff prepared a draft lease agreement that outlines the specific details for this transaction. This lease agreement does not affect the prior purchase agreement already approved by the City Council.

Notable terms and conditions of the agreement include:

- MAG will pay a monthly lease to the City of \$2,500, which will increase 2 percent annually.
- All payments made by MAG will be deducted from the agreed upon purchase price at the time of sale.
- MAG is responsible for its own cost and expense and without any cost or expense to the City.
- MAG may use the property for the operation of a new and used automobile dealership and service facility.
- MAG shall not be able to assign, mortgage, pledge or encumbers this lease agreement.

- MAG will be considered in default if any payment of rent or other moneys due continue after a period of 10 days after written notice, other defaults continue for a period of 30 days after written notice thereof, or MAG admits in writing its inability to pay its debts generally, as they become due.

Staff concludes that the most benefit for the public good will be realized by approving the lease agreement until the sale is complete. By leasing the property, prior to its sale, it will increase the likelihood that MAG vehicle sales will increase and increase the chances that the amount of sales tax revenues to the City will increase.

**Environmental Review:**

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

**Fiscal Impact:** If approved, the City will receive an estimated \$30,000 of rental income for each fiscal year. Staff did not make a recommendation for any revenue received but defers any recommendation for the City Council’s consideration until the sale transaction is complete.

**Public Notification:** None.

**Staff Recommendation:** That the City Council approves the lease of surplus property within a portion of APN 475-402-24 and 475-402-25 to Mossy Automotive Group.

**Attachments:**

- Attachment A – Resolution
- Attachment B – Lease Agreement

**RESOLUTION NO. 2020 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, APPROVING THE LEASE OF SURPLUS PROPERTY WITHIN A PORTION OF ASSESSOR PARCEL NUMBER 475-402-24 AND 475-402-25 TO MOSSY AUTOMOTIVE GROUP**

**WHEREAS**, the completion of the Lemon Grove Avenue Realignment project created a remnant piece of property that is approximately 32,247 square feet in size; and

**WHEREAS**, Mossy Automotive Group agreed to purchase the property and now desires to lease the property in order to expand its existing new/used vehicle lot to increase the amount of inventory that can be stored on site; and

**WHEREAS**, a lease agreement was created to offer a fair and equitable amount for the use of the property until the sale transaction is complete; and

**WHEREAS**, it is in the best interest of the City that the remnant property is leased to the Mossy Automotive Group.

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

1. Approves the lease of the surplus property to Mossy Automotive Group for an amount of equal to two thousand five hundred dollars (\$2,500.00) with an annual escalation of two percent (2%); and
2. Directs the City Manager or her designee to deposit any lease payments into the General Reserve Fund; and
3. Authorizes the City Manager or her designee to manage all applicable correspondence.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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***Racquel Vasquez, Mayor***

***Attest:***

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***Shelley Chapel, MMC, City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***

**LEASE**

This lease (“Lease”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Lemon Grove (“Landlord”), and MAG LGB, LLC, a California limited liability company (“Tenant”) on the terms, covenants and conditions set forth below.

1. **TERMS AND DEFINITIONS; SCHEDULES.**

1.1 **Terms and Definitions**

1.1.1 “Premises” shall mean the Remainder Parcel, located at the Northeast corner of Lemon Grove Boulevard and North Avenue in Lemon Grove, CA 91945, as described and depicted in **Exhibit A**, and all rights, privileges and easements appurtenant to the Premises.

1.1.2 “Lease Commencement Date” shall be \_\_\_\_\_.

1.1.3 “Lease Expiration Date” shall mean that date which is one (1) year after the Lease Commencement Date, unless sooner terminated or extended as provided herein.

1.1.4 “Initial Term” shall mean the period commencing on the Lease Commencement Date and ending on the Lease Expiration Date.

1.1.5 “Base Rent” shall refer to the monthly basic rental payments payable by Tenant to Landlord, which initially shall mean Two Thousand Five Hundred Dollars (\$2,500.00) per month, and shall increase at 2% annually. The Base Rent for the Initial Term and Extended Terms is as follows:

<b><u>Lease Year</u></b>	<b><u>Base Rent per month</u></b>
1	\$ 2,500
2	\$ 2,550
3	\$ 2,601
4	\$ 2,653
5	\$ 2,706
6	\$ 2,760
7	\$ 2,815
8	\$ 2,871
9	\$ 2,929
10	\$ 2,987

1.1.4 “Permitted Purpose” means that Tenant may use the Premises for the operation of a new and used automobile dealership and service facility.

1.1.5 “Purchase Agreement” means that certain Agreement of Purchase and Sale and Joint Escrow Instructions effective as of January 30, 2020 between Landlord and Tenant.

1.1.6 Landlord's mailing address: City of Lemon Grove, Attn: Finance Dept.,  
3232 Main Street, Lemon Grove, CA 91945

1.1.7 Tenant's mailing address: 4625 Brinell Street, San Diego, CA 92111

## 2. PREMISES.

2.1 Lease of Premises In consideration of the Rent (as such term is defined in Subparagraph 3.1 hereof) and the provisions of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises during the Initial Term and any Extended Term as applicable, subject to the terms, covenants and conditions set forth herein.

2.1.1 Expansion of Premises. The parties acknowledge that the Purchase Agreement remains in full force and effect, and Tenant is entering in to the Lease while Landlord perfects title to that parcel of land as depicted on **Exhibit B** attached hereto ("Additional Parcel"). Upon vesting of title of the Additional Parcel in Landlord, the Additional Parcel shall automatically become part of the Premises as referred to herein. Notwithstanding the forgoing, if Landlord has not obtained title to the Additional Parcel within two (2) years following the Lease Commencement Date, then Tenant may terminate this Lease at any time thereafter upon 30 days written notice to Landlord.

## 2.2 Extended Term.

2.2.1 Extension Terms. Subject to the provisions of this Section 2.2:

(a) Tenant shall have the right to extend the Initial Term (subject to all the terms, covenants, conditions and provisions contained in this Lease) for nine additional periods of one (1) year each, following the expiration of the Initial Term (each, an "Extended Term"). The Base Rent for each month of a Lease Year (as defined below) of such Extended Terms shall be as set forth in Section 2.2.3.

(c) A "Lease Year" shall be a period of twelve (12) consecutive months, the first such period commencing on the Lease Commencement Date, and each subsequent Lease Year beginning on the anniversary thereof.

2.2.2 Extension Notice. Tenant's right to extend the Term pursuant to Section 2.2.1 above is conditioned upon Tenant giving Landlord written notice of Tenant's unequivocal election to extend the Term (an "Extension Notice") at least ninety (90) days before the date the Term otherwise would expire ("Option Expiration Date"); provided however that if Tenant fails to timely deliver an Extension Notice, Landlord shall promptly notify Tenant in writing, and Tenant shall have five (5) business days after receipt to deliver the Extension Notice. If Tenant does not deliver the Extension Notice within such five (5) business day period, the extension right shall expire.

### 3. PAYMENT OF RENT AND PREMISES EXPENSES.

#### 3.1 Lease Term Rent.

3.1.1 Base Rent. Each monthly installment of Base Rent shall be payable no later than the first (1st) calendar day of each month. Monthly installments for any fractional calendar month, at the beginning or end of the Initial Term or any Extended Term, shall be prorated based on the number of days in such month. Base Rent, together with all other amounts payable by Tenant to Landlord under this Lease, shall be sometimes referred to collectively as "Rent." Tenant shall pay all Rent, without deduction or set off (except as otherwise provided herein), to Landlord at Landlord's mailing address set forth in Section 1.1.6. All Rent paid by Tenant shall be applied to the Purchase Price at the close of escrow of the Purchase Agreement.

3.2 Net Lease. This shall be a "triple net lease," and, except as provided herein, Base Rent shall be paid to Landlord net of all costs and expenses. It is the intent of Landlord and Tenant that, from and after the Lease Commencement Date, Tenant, and not Landlord, shall be solely responsible for all costs and expenses incurred in connection with the management, maintenance and repair of the Premises and any improvements thereon.

3.3 Premises Expenses. From and after the Lease Commencement Date, Tenant agrees to pay, on or before the date due, all Premises Expenses. As used herein, "Premises Expenses" include, without limitation, all costs and expenses of any nature incurred or payable, or arising in connection with, the management, maintenance, repair or operation of the Premises, including, without limitation, any amounts paid for: (i) the cost of supplying any utilities, the cost of operating, maintaining, repairing and managing any utility systems, mechanical systems, sanitary and storm drainage systems, and the cost of supplies and equipment and maintenance and service contracts in connection therewith; and (ii) the cost of licenses, certificates, permits and inspections, and the cost of contesting the validity or applicability of any governmental enactments which may affect the Premises.

3.4 Proration. All Premises Expenses for any fraction of a year at the commencement or end of the Term hereof shall be appropriately prorated between the parties on the basis of a three hundred sixty-five day year.

#### 3.5 Taxes and Assessments.

3.5.1 Payable By Tenant. Tenant covenants and agrees to pay and discharge, during the entire Term, before delinquency, all taxes, assessments, water charges, sewer charges, utility rates and fees, levies or other charges, general, special, ordinary, extraordinary and otherwise, of every kind and character which are or may during the Term be levied, charged, assessed or imposed upon or against the Premises or against any of Tenant's personal property now or hereafter located thereon, or which may be levied, charged, assessed or imposed upon or against the leasehold estate created hereby. On the Lease Commencement Date and at the end of the Term, such taxes, assessments and other charges to be paid by Tenant shall be prorated on the basis of the fiscal year of the taxing authority in question so that, on the Lease Commencement Date and at the end of the Term, as to any such taxes, assessments and other charges levied or assessed for a fiscal year preceding the Lease Commencement Date or extending beyond the end of the Term, Tenant will pay only such proportion of such taxes, assessments and other charges as the portion of such fiscal

year following the Lease Commencement Date and preceding the end of the Term bears to the entire fiscal year.

3.5.2 Payable By Landlord. Notwithstanding anything herein to the contrary, Tenant shall not be required to pay any transfer tax of Landlord, or any net income tax measured by the income of Landlord from all sources, or any tax which may, at any time during the Term, be required to be paid on any gift, or demise, deed, mortgage, descent or other alienation of any part or all of the estate of Landlord in and to the Premises, except as hereinafter provided. If Tenant shall be required by law to pay, and pursuant thereto does pay, any tax, assessment or charge specified in this Section 3.5.2, Landlord shall, immediately upon request, reimburse Tenant for any such payments. If such immediate reimbursements are not forthcoming Tenant shall receive a credit against the rental payment next due hereunder for the full amount of such delinquent reimbursements. Any documentary transfer tax assessed upon the creation of a leasehold interest in the Premises under this Lease shall be paid by Tenant.

4. QUIET ENJOYMENT AND USE. Landlord covenants that upon payment by Tenant of the Rent and other payments required herein, and upon performance and observance by Tenant of all of the agreements, covenants and conditions herein contained on the part of Tenant to be performed and observed, Tenant shall peaceably hold and quietly enjoy the Premises during the entire Term without interference by Landlord or by anyone lawfully or equitably claiming by, through or under Landlord. Tenant acknowledges the ongoing Title concern, and City's efforts to resolve said concern, regarding a portion of the Property with remnant ownership rights. Tenant shall have the right to use the Premises for the Permitted Purpose; provided, however, in no event shall the Premises be used for any purpose or use (nor shall any activity be carried on upon the Premises) which in any manner causes, creates or results in a public or private nuisance.

5. ALTERATIONS.

5.1 Alterations and Improvements. Tenant may make alterations or improvements to the Premises ("Improvements") with the prior written approval of Landlord. Any such alterations or improvements by Tenant shall be done in a good and workmanlike manner, at Tenant's expense, by a licensed insured contractor reasonably approved by Landlord in conformity with plans and specifications reviewed and reasonably approved by Landlord. Tenant shall obtain all necessary governmental approvals and Permits.

5.2 Liens. Tenant agrees to keep the Premises free from liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant. If requested by Landlord, Tenant shall post a bond or other security reasonably satisfactory to Landlord to protect Landlord against such liens. If, at any time, a lien or encumbrance is filed against the Premises as a result of Tenant's work, materials or obligations, Tenant shall promptly discharge such lien or encumbrance. If such lien or encumbrance has not been removed within thirty (30) days from the date it is filed, Tenant agrees to post a bond in at least the amount prescribed by applicable California statutes then in effect as security for the lien being discharged.

5.3 Permits, Licenses, Etc. Landlord shall, at the request of Tenant, during the Term, execute and deliver all applications for permits, licenses or other authorizations relating to the Premises required by any municipal, county, state, or federal authorities, or required in connection

with the construction, reconstruction, repair or alteration of the Improvements now or hereafter constituting a part of the Premises, which are required to be executed by Landlord (the "Permits"). Landlord shall, at the request of Tenant, during the Term, execute, acknowledge and deliver any and all instruments required to grant rights-of-way and easements in favor of municipal and other governmental authorities or public utility companies incident to the installation of water lines, fire hydrants, sewers, electricity, telephone, gas, steam, and other facilities and utilities reasonably required for the use and occupancy of the Premises, which are required to be executed by Landlord; provided, however, Landlord shall approve the location of such utility lines and improvements which such approval shall not be unreasonably withheld. Tenant shall reimburse Landlord for any sum paid by Landlord in respect of the matters specified in this Section 5.4, including reasonable attorney fees.

## 6. REPAIRS, WASTE, AND HAZARDOUS MATERIALS.

6.1 Repairs and Governmental Regulations. Tenant shall, during the Term, at its own cost and expense and without any cost or expense to Landlord:

(a) Keep and maintain the Premises in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. Tenant shall likewise keep and maintain the grounds, sidewalks, roads and parking and landscaped areas in good order and repair.

(b) Comply with and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the Premises or any activity or condition on or in the Premises.

6.2 Hazardous Materials. Except for Landlord's obligations under Section 6.3, Tenant shall at all times and in all respects comply with all federal, state and local laws, ordinances and regulations, including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C., Section 1251, *et seq.*), the Safe Drinking Water Act (15 U.S.C. Section 2601, *et seq.*), the Toxic Substances Control Act (15 U.S.C. Section 2601, *et seq.*), the Clean Air Act (42 U.S.C. Section 7401, *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, *et seq.*), the California Hazardous Waste Control Act (California Health and Safety Code Section 25100, *et seq.*), the California Safe Drinking Water & Toxic Enforcement Act of 1986 (California Health and Safety Code Section 25249.5, *et seq.*), the Porter-Cologne Water Quality Control Act (California Water Code Section 13000, *et seq.*), and other comparable state and federal laws ("Hazardous Materials Laws"), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of all oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances," "hazardous wastes," or "toxic substances" under any such laws, ordinances or regulations (collectively, "Hazardous Materials"). Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, damages, expenses, including reasonable attorney's fees, and claims incurred or suffered by, or asserted against, Landlord by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in, or the escape, leakage, spillage, discharge, emission or release from, the Premises of any Hazardous Materials caused by Tenant.

6.3 Landlord's Representations and Warranties. Landlord agrees to defend, indemnify and hold harmless Tenant against any and all claims, demands, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and expenses, expert witness fees and post-judgment collection costs) which Tenant may sustain at any time as a result of any Hazardous Materials that are on, in, or under the Premises prior to the Lease Commencement Date.

7. ASSIGNMENT; MORTGAGE OF LEASEHOLD; SUBORDINATION.

7.1 Assignment and Subletting. Except as provided herein, Tenant shall not assign, mortgage, pledge or encumber this Lease, or permit all or any part of the Premises to be subleased to another, without the prior written consent of Landlord, which consent shall not be unreasonably withheld or delayed. The foregoing notwithstanding, Tenant shall have the right to assign or otherwise transfer this Lease or sublet all or any portion of the Premises to an Affiliate (as herein defined) without Landlord's consent (collectively, an "Affiliate Transfer"). For purposes hereof, the term "Affiliate" shall mean any entity which controls or is controlled by or is under common control with Tenant, or any corporation in which Tenant (or any entity which controls, is controlled by or is under common control with Tenant) is a majority shareholder, or any partnership in which Tenant (or any entity which controls, is controlled by or is under common control with Tenant) is a general partner, or any limited liability company in which Tenant (or any entity which controls, is controlled by or is under common control with Tenant) is a managing member, or any successor corporation related to Tenant by merger, consolidation, non-bankruptcy reorganization or governmental action (including any corporation or other entity resulting from merger or consolidation with Tenant), or any corporation or other entity which acquires all or substantially all of Tenant's assets located at the Premises. Additionally, Landlord's consent shall not be required for any public offering of Tenant's stock through a nationally recognized exchange, which such public offering shall not be considered an assignment or transfer of this Lease.

7.2 Mortgage of Leasehold. Tenant shall have the right to encumber the leasehold estate created by this Lease by a mortgage, deed of trust or other security instrument, including, without limitation, an assignment of the rents, issues and profits from the Premises, (the "Leasehold Mortgage") to secure repayment of any loan to Tenant, and associated obligations, from any lender of Tenant ("Tenant's Lender").

7.3 Protection of Lender. During the continuance of any Leasehold Mortgage and until such time as the lien of any Leasehold Mortgage has been extinguished:

(a) Landlord shall not accept any surrender of this Lease, nor shall Landlord consent to any amendment or modification of this Lease, without the prior written consent of Tenant's Lender, if any.

(b) Notwithstanding any default by Tenant in the performance or observance of any agreement, covenant or condition of this Lease on the part of Tenant to be performed or observed, Landlord shall have no right to terminate this Lease or interfere with the occupancy, use, and enjoyment of the Premises unless (i) an event of default shall have occurred and is continuing, (ii) Landlord shall have given Tenant's Lender written notice of such event of default, and (iii) Tenant's Lender shall have failed to remedy such default, acquire Tenant's leasehold estate created hereby, or commence foreclosure or other appropriate proceedings, all as set forth in, and within the time specified by, this Section 7.3.

(c) Tenant's Lender shall have the right, but not the obligation, at any time prior to termination of this Lease and without payment of any penalty, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes and assessments, to make any repairs and improvements, to do any other act or thing required of Tenant hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Lease. All payments so made and all things so done and performed by Tenant's Lender shall be as effective to prevent a termination of this Lease as the same would have been if made, done and performed by Tenant instead of by Tenant's Lender.

7.4 Estoppel Certificates. Within ten (10) business days after receipt of a written request by either party, the other party shall execute and deliver to the requesting party an estoppel certificate in a form reasonably requested by the other party. Such estoppel certificate shall be addressed to (a) any mortgagee or prospective mortgagee of Landlord's, (b) any purchaser or prospective purchaser of all or any portion of, or interest in, the Premises, or (c) any Tenant's Lender, transferee of Tenant, or prospective transferee of Tenant and provided that such other party shall have the right to alter any such estoppel certificate to reflect the true state of events and such other party's degree of knowledge concerning such events. The certificate shall also contain any other information reasonably requested by the requesting party or existing or prospective lender, mortgagee, or purchaser. Delivery by such other party executing an estoppel certificate shall not be deemed to waive or modify any rights or remedies of such other party under the Lease. In the event of any inconsistency or conflict between the provisions of the estoppel certificate and this Lease, the Lease shall control.

7.5 Brokerage Commissions. Each party agrees to defend and indemnify the other party against any loss, expense or liability incurred by the other party as a result of a claim by any broker or finder claiming representation of the indemnifying party in connection with this Lease or its negotiation.

7.6 Subordination. Subject to the provisions of this Section 7.6, this Lease shall be, and shall remain at all times, subordinate to the lien of any mortgage, deed of trust or other encumbrance of Landlord affecting the Premises. Tenant agrees, on written request therefore, to execute an agreement subordinating the priority of its interest in this Lease to the lien of any mortgage or deed of trust hereafter placed upon the Premises by Landlord; provided the lender under said mortgage or deed of trust also executes a non-disturbance agreement in a form reasonably requested by Tenant, which provides that so long as an Event of Default (as defined herein) has not occurred, Tenant's possession of the Premises and Tenant's other rights and privileges under this Lease shall not be interfered with and shall be honored by the lender, its successors or assigns, and which otherwise provides that should the Premises be transferred by foreclosure or by deed in lieu of foreclosure, this Lease shall continue in full force and effect as a direct lease between the then owner of the Premises and Tenant and that Tenant shall attorn to such transferee or successor of Landlord. Additionally, Landlord shall use its best efforts to cause any current holder of a lien or deed of trust on the Premises to execute a non-disturbance agreement in a form reasonably requested by Tenant on the terms and conditions set forth in the preceding sentence. In the event Landlord amends the terms of any loan or debt instrument by creating new or additional debt with a current holder of a deed of trust, Landlord shall cause such current holder

to execute a non-disturbance agreement in a form requested by Tenant on the terms and conditions set forth above.

## 8. INDEMNIFICATION AND INSURANCE.

8.1 Tenant's Indemnity. Tenant shall indemnify, defend, protect, and hold harmless the Landlord Parties from any and all loss, cost, damage, expense and liability (including without limitation court costs and reasonable attorney's fees) incurred in connection with or arising from any cause in, on or about the Premises (including, without limitation, the renovation and Tenant's installation, placement and removal of alterations, improvements, fixtures and/or equipment in, on or about the Premises), and any acts, omissions or negligence of Tenant or of any person claiming by, through or under Tenant, or of the contractors, agents, servants, employees, licensees or invitees of Tenant or any such person, in, on or about the Premises; provided, however, that the terms of the foregoing indemnity shall not apply to the negligence or willful misconduct of Landlord, its agents or contractors. The provisions of this Section 8.1 shall survive the expiration or sooner termination of this Lease.

8.2 Landlord's Indemnity. Notwithstanding the foregoing, and except to the extent arising from the negligence, willful misconduct or breach of this Lease by Tenant or Tenant's agents, employees, contractors or invitees (collectively, "Tenant's Agents") and except as otherwise specifically provided to the contrary herein below, Landlord agrees to defend, indemnify and save harmless Tenant against and from any and all claims, demands, actions, damages, liability and expense, and all costs, attorneys' fees, expenses and liabilities incurred in or arising from any such claim or action or proceeding brought thereon in connection with or for loss of or damage to property or injury or death to any person resulting from the following (collectively, the "Landlord Indemnified Claims"): (a) any activity, work, or thing done, permitted or suffered by Landlord in or about the Premises, (b) any breach or default on Landlord's part in the performance of any covenant or agreement on Landlord's part to be performed, pursuant to the terms of this Lease, or (c) arising from any willful act or gross negligence of Landlord, or any of its agents, contractors, or employees.

8.3 General Liability Insurance. Tenant shall, at its sole expense, obtain and keep in force during the Term comprehensive general liability insurance acceptable to Landlord naming Landlord and Landlord's lender(s) as additional insured with combined single limits of not less than Two Million Dollars (\$2,000,000) for injury to or death of any number of persons in one occurrence, and not less than Two Million Dollars (\$2,000,000) for damage to property, with coverage for contractual liability, broad form property damage liability and personal injury liability, with respect to the Premises or arising out of the maintenance, use or occupancy thereof.

8.4 Workers' Compensation Insurance. Tenant shall, at its sole expense, obtain workers' compensation insurance as required by law.

8.5 Blanket Policy. Nothing herein shall prevent Tenant from obtaining insurance of the kind and in the amounts provided for under Sections 8.3 through 8.4 under a blanket insurance policy covering other properties as well as the Premises.

8.6 Evidence of Insurance. Tenant shall deliver to Landlord, upon request, a certificate or certificates evidencing such insurance.

8.7 Waiver of Subrogation. Tenant and Landlord release each other and waive any right of recovery against each other for any claims for loss or damage to any person or the Premises, which occurs on or about the Premises, whether due to the negligence of either party, their agents, employees, officers, contractors, licensees, invitees or otherwise, if such loss or damage is insured against under an insurance policy carried by the releasing party and in force at the time of such loss or damage, and to the extent of the proceeds received from such policy. Tenant and Landlord agree that all policies of insurance obtained by either of them in connection with the Premises shall contain appropriate waiver of subrogation clauses. The provisions of this Subparagraph 8.7 shall survive the expiration or termination of this Lease with respect to any claims or liability arising from events occurring prior to such expiration.

9. DAMAGE AND DESTRUCTION. Tenant shall promptly notify Landlord in writing of any damage to the Premises resulting from fire or any other casualty. If the Premises, or any portion thereof shall be damaged by fire or other casualty, Tenant shall promptly and diligently, subject to all other terms of this Article 9, restore the Premises to substantially the same condition of the Premises prior to the casualty, except for modifications required by zoning and improvements codes and other laws. Notwithstanding anything herein to the contrary, Tenant shall have the right to terminate this Lease if, during the last three (3) years of the Term of this Lease, including the Extended Term, the Improvements on the Premises are damaged or destroyed by a casualty for which Tenant is not required under this Lease to carry insurance and the cost to repair or restore the damaged or destroyed Improvements exceeds fifty percent (50%) of the fair market value of such Improvements immediately prior to the damage or destruction. In the event of such termination, Rent shall be prorated on a per diem basis and paid to the date of the casualty. Any and all fire or other insurance proceeds that become payable at any time during the Term of this Lease because of damage to or destruction of any Improvements on the Premises shall be paid to Tenant and applied by Tenant toward the cost of repairing and restoring the damaged or destroyed Improvements in the manner required by this Lease, or, if this Lease is terminated, applied by Tenant toward payments to Tenant's lender and any remaining balance to be retained by Tenant.

10. CONDEMNATION. If all or any portion of the Premises is taken under the power of eminent domain or sold under the threat of that power (collectively referred to as a "Condemnation"), this Lease shall terminate as to the part taken or sold on the date the condemning authority takes title or possession, whichever occurs first. If more than twenty percent (20%) of the area of the Premises is taken, Tenant may terminate this Lease as of the date the condemning authority takes title or possession, by delivering written notice to the other within ten (10) days after receipt of written notice of such taking (or in the absence of such notice, within ten (10) days after the condemning authority takes possession). If neither Landlord nor Tenant terminates this Lease, this Lease shall remain in effect as to the portion of the Premises not taken, except that the Base Rent shall be reduced in proportion to the reduction in the land area of the Premises. Any Condemnation award or payment shall be distributed in the following order: (i) first, to any mortgagee or beneficiary under a deed of trust encumbering the Premises up to the then existing outstanding balance due under any such mortgage or deed of trust; (ii) second, to Tenant, only the amount of any award specifically designated for loss of or damage to Tenant's trade fixtures or removable personal property, and the Tenant hereby assigns any other rights which the Tenant may have now or in the future to any other award to the Landlord; and (ii) third, to Landlord, the remainder of such award, whether as compensation for reduction in the value of the leasehold, the taking of the fee, or otherwise. If this Lease is not terminated, Landlord shall repair any damage

to the Premises caused by the Condemnation, except that Landlord shall not be obligated to repair any damage for which Tenant has been reimbursed by the condemning authority. If the severance damages received by Landlord are not sufficient to pay for such repair, Landlord shall have the right to either terminate this Lease or make such repair at Landlord's expense.

11. ENTRY BY LANDLORD. Provided Landlord does not interfere with Tenant's business, Landlord may, at any reasonable time, and upon reasonable notice to Tenant during the Term, enter upon the Premises for such purposes as may be necessary or proper for the reasonable protection of its interests.

12. TENANT'S DEFAULT AND LANDLORD'S REMEDIES.

12.1 Event of Default. It shall be an event of default hereunder (each an "Event of Default") if (i) default shall be made by Tenant in the payment of any Rent or other moneys due hereunder and shall continue for a period of ten (10) days after written notice thereof to Tenant; (ii) default shall be made by Tenant in the performance or observance of any of the other agreements, covenants or conditions of this Lease on the part of Tenant to be performed and observed and such default shall continue for a period of thirty (30) days after written notice thereof to Tenant, or, in the case of a default which cannot be cured by the payment of money and cannot be cured within thirty (30) days, shall continue for an unreasonable period after such written notice; (iii) Tenant shall admit in writing its inability to pay its debts generally as they become due, file a petition in bankruptcy, insolvency, reorganization, readjustment of debt, dissolution or liquidation under any law or statute of the federal government or any state government or any subdivision of either now or hereafter in effect, make an assignment for the benefit of its creditors, consent to, or acquiesce in the appointment of a receiver of itself or of the whole or any substantial part of the Premises;

12.2 Landlord's Remedies. Upon the occurrence of any Event of Default by Tenant hereunder, Landlord shall have the following rights and remedies:

(a) The right to terminate this Lease, in which event Tenant shall immediately surrender possession of the Premises, and pay to Landlord all rent and all other amounts payable by Tenant hereunder to the date of such termination;

(b) The right to cause a receiver to be appointed in any action against Tenant to take possession of the Premises or to collect the Rents. Neither appointment of such receiver nor any other action taken by Landlord shall constitute an election on the part of Landlord to terminate this Lease unless written notice of termination is given to Tenant.

(c) Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover rent as it becomes due.

13. SURRENDER AND HOLDING OVER.

13.1 Surrender by Tenant. Tenant, at the termination or expiration of its tenancy, shall

peaceably yield and surrender the Premises to Landlord in good order, condition and repair. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises all debris and rubbish. Tenant may, at its election, remove any of the Improvements and repair any damage caused by such removal.

13.2 Holding Over. If Tenant holds over after the expiration of the Term hereof, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and shall not constitute a renewal hereof or an extension for any further term, and in such case Base Rent shall be payable at a monthly rate equal to one hundred twenty-five percent (125%) of the Base Rent applicable during the last rental period of the Term under this Lease. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

#### 14. MISCELLANEOUS PROVISIONS.

14.1 Terms, Captions. The necessary grammatical changes required to make the provisions hereof apply either to corporations or partnerships or individuals, men or women, as the case may require, shall in all cases be assumed as though in each case fully expressed. The captions of Articles and Sections are for convenience only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles and Sections.

14.2 Binding Effect. Each of the provisions of this Lease shall extend to and shall, as the case may require, bind or inure to the benefit not only of Landlord and of Tenant, but also of their respective heirs, successors or assigns.

14.3 No Waiver. No waiver of any provision of this Lease shall be implied by any failure of a party to enforce any remedy on account of the violation of such provision, even if such violation shall continue or be repeated subsequently, any waiver by a party of any provision of this Lease may only be in writing, and no express waiver shall affect any provision other than the one specified in such waiver and that one only for the time and in the manner specifically stated. No receipt of monies by Landlord from Tenant after the termination of this Lease shall in any way alter the length of the Term or of Tenant's right of possession hereunder or after the giving of any notice shall reinstate, continue or extend the Term or affect any notice given Tenant prior to the receipt of such monies, it being agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any Rent due, and the payment of said Rent shall not waive or affect said notice, suit or judgment.

14.4 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

14.5 Time of Essence. Time is of the essence of this Lease and each of its provisions.

14.6 Partial Invalidity. If any term, provision or condition contained in this Lease shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such

term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.

14.7 Entire Agreement. It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties hereto with respect to the subject matter thereof. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises, shall be considered to be the only agreement between the parties hereto and their representatives and agents, and none of the terms, covenants, conditions or provisions of this Lease can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Lease.

14.8 Notices. All notices, demands, statements or communications (collectively, "Notices") given or required to be given by either party to the other hereunder shall be in writing, shall be sent by United States certified or registered mail, postage prepaid, return receipt requested, or delivered personally (1) to Tenant at the address set forth in Section 1.1.9, or to such other place as Tenant may from time to time designate in a Notice to Landlord; or (ii) to Landlord at the address set forth in Section 1.1.6, or to such place as Landlord may from time to time designate in a Notice to Tenant. Any Notice will be deemed given the date personal delivery is made, or three (3) business days following the date on the date it is mailed as provided in this Section 15.8.

14.9 Attorneys' Fees. In the event of any commencement of litigation or other action arising out of this Lease, the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing such judgment.

14.10 Governing Law. This Lease shall be construed and enforced in accordance with the laws of the state of California.

14.11 Modification for Lender. If, in connection with obtaining financing, a party's Lender shall request reasonable modifications to this Lease as a condition to such financing, the other party shall not unreasonably withhold or delay its consent thereto, provided that such modifications do not increase the obligations of such party hereunder.

14.12 Authority. The parties hereto warrant and represent that they have full authority to enter into this Lease and that the individuals signing on behalf of the parties are duly authorized to bind the parties hereto.

14.13 Memorandum. Either party may request that a Memorandum of Lease in recordable form be executed and recorded to evidence the existence of this Lease and the terms hereof. In such event, the parties shall execute such Memorandum, in a form reasonably approved by both parties, and cause it to be recorded in the Official Records of San Diego County, California.

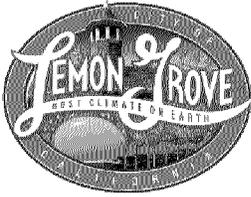
IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed the day and date first above written.

LANDLORD:

TENANT:

By: \_\_\_\_\_

By: \_\_\_\_\_



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.E

**Meeting Date:** October 20, 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](mailto:mjames@lemongrove.ca.gov)

**Item Title:** Annual Street Striping Project East of Lemon Grove Avenue

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**Recommended Action:** Adopt a resolution approving the annual street striping project east of Lemon Grove Avenue.

**Summary:** The Public Works Department maintains approximately 70 lane miles of streets throughout the City. Each year the City issues a contract to repaint street striping on one-half of the City's streets. This year staff recommends striping the east half of the City from Lemon Grove Avenue. The project consists of approximately 207,000 linear feet of lane lines and bike lanes, 4,000 linear feet of pedestrian crosswalks and 795 square feet of directional arrows.

City staff created a cost estimate, per Lemon Grove Municipal Code 3.24.120, which states that City staff may perform or contract the work if the construction project is less than \$60,000. Yet, the City Council remains the approving authority for all construction projects valued in excess of \$5,000. Staff solicited three proposals and the lowest responsive and responsible cost proposal was submitted by Payco Specialties, Inc. that totaled \$50,509.23.

Staff recommends that the City Council adopt a resolution approving the annual street striping project east of Lemon Grove Avenue at a total project cost estimate not to exceed \$50,509.23.

### Environmental Review:

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

**Fiscal Impact:** The total project cost estimate equals \$50,509.23. Sufficient funds are available in Fund 2 Gas Tax account number 02-00-00-7750.

**Public Notification:** None.

**Staff Recommendation:** Adopt a resolution approving the annual street striping project east of Lemon Grove Avenue.

**Attachment:**  
Attachment A – Resolution

**RESOLUTION NO. 2020 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING THE ANNUAL STREET STRIPING PROJECT  
EAST OF LEMON GROVE AVENUE**

**WHEREAS**, the City of Lemon Grove maintains approximately 70 lane miles of streets throughout the City; and

**WHEREAS**, each year the City performs its annual street striping project that focuses on half of the City streets each year; and

**WHEREAS**, per Lemon Grove Municipal Code 3.24.120, City staff may perform or contract construction projects if the total value of the project is less than \$60,000; and

**WHEREAS**, it is in the best interest of the City, that the project is approved to maintain the City's street striping network.

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

1. Approves the annual street striping project east of Lemon Grove Avenue is contracted to Payco Specialists, Inc.; and
2. Establishes a project budget not to exceed \$50,509.23 funded from account number 02-00-00-7750; and
3. Directs the City Manager, or her designee, to negotiation, execute and manage all project documents.

**PASSED AND ADOPTED** on October \_\_, 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**

*Initial Bid*



**Payco Specialties, Inc.**

A WOMAN OWNED BUSINESS

Highway - Airport - Parking Lot - Signage - Striping - Marking & Removals

SBE #18502 - DBE / WBE #102 - LABORERS LOCAL UNION #1184 - LICENSE #298637 C-32  
 SLBE#11PS0238 CA DIR REGISTRATION #1000003515

**BID PROPOSAL**

Project Description:		EAST SIDE STRIPING AND LEGEND PAINTING PROJECT - LEMON GROVE			Bid Date:		9/11/2020	
Item No.	Item Description	NA	WB	Legislative Designation	NA	per C.O.	Addendum Noted	NA
		Estimated Quantity	Unit of Measure	Unit Price	Item Total			
<b>BASE BID</b>								
1	MOBILIZATION	1.00	LS	\$ 1,500.00	\$ 1,500.00			
2	TRAFFIC CONTROL	1.00	LS	\$ 1,500.00	\$ 1,500.00			
3	DOUBLE YELLOW	22,624.00	LF	\$ 0.20	\$ 4,524.80			
4	1 SOLID P SKIP	23,993.00	LF	\$ 0.18	\$ 4,318.74			
5	SKIP YELLOW	19,519.00	LF	\$ 0.18	\$ 3,512.34			
6	SOLID YELLOW	24,209.00	LF	\$ 0.18	\$ 4,357.62			
7	SKIP WHITE	31,622.00	LF	\$ 0.18	\$ 5,691.96			
8	SOLID WHITE	8,544.00	LF	\$ 0.18	\$ 1,537.92			
9	SOLID WHITE B"	6,969.00	LF	\$ 0.18	\$ 1,254.42			
10	BIKE LANE 4"	23,171.00	LF	\$ 0.17	\$ 3,938.07			
11	BIKE LANE 6"	40,896.00	LF	\$ 0.18	\$ 7,379.28			
12	BIKE LANE SKIP 4"	1,292.00	LF	\$ 0.17	\$ 219.64			
13	BIKE LANE SKIP 6"	4,933.00	LF	\$ 0.18	\$ 887.94			
14	BIKE LANE SYMBOL	53.00	EA	\$ 25.00	\$ 1,325.00			
15	CROSSWALK BASIC	1,748.00	SF	\$ 1.50	\$ 2,623.50			
16	CROSSWALK CONTINENTAL	2,380.00	SF	\$ 1.50	\$ 3,570.00			
17	ARROW TYPE IV	795.00	SF	\$ 1.75	\$ 1,391.25			
<b>ADD ALT 1</b>								
1	STOP LEGEND	220.00	SF	\$ 1.75	\$ 385.00			
2	LIMIT LINE 12"	125.00	SF	\$ 1.75	\$ 218.75			
3	YIELD TRIANGLE	1.00	EA	\$ 15.00	\$ 15.00			
4	KEEP CLEAR	204.00	SF	\$ 1.75	\$ 357.00			
5	RPM	95.00	EA	\$ 3.15	\$ 299.25			

**STIPULATIONS:**

**RECIPIENT IS RESPONSIBLE FOR ALL STIPULATIONS NOTED HEREON AND BELOW**

- \*ANY badging, security checks, railroad classes, project required safety training will be billed at T&M to contractor
- \*A signed Purchase Order or Subcontract is required prior to any work associated with this Proposal.
- \*This Proposal is based on an 8 hour shift per workday, any overtime (premium time) will be paid by the Prime Contractor.
- \*If accepted, this Proposal will be incorporated as an Exhibit to the Contract or Purchase Order.
- \*A minimum of 20 working days schedule notice is required AFTER ALL PAPERWORK IS COMPLETED.
- \*Bond cost to be paid by Prime Contractor.
- \*Cancellation charge for any shift of work called off within 12 hours of showup time is \$2,500
- \*Industry standard insurance available up to \$5,000,000.00 LIMIT. Railroad insurance EXCLUDED
- \*A Mobilization / Move-In is any work accomplished through consecutive shifts. Unavailable work and all extra-work will be charged additional mobilizations upon completion.
- \*Payments are net 30 days. Retention is to be paid 30 days from Payco's completion of work.

**EXCLUSIONS:**

BONDS, PLANS, ENGINEERING, TRAFFIC CONTROL PLANS AND PERMITS, THERMOPLASTIC, SIGNS, REMOVALS, TEMP TABS, TEMP DELINEATION

**INCLUSIONS:**

TRAFFIC CONTROL FOR PAYCOS WORK

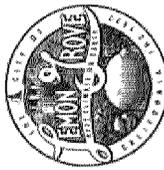
# of Working Days to Complete our Work: 5 # of Move-In's Allowed: 1 Add'l Move-In's: \$ 1,500.00

BID AMOUNT: \$ 50,509.23 ESTIMATOR: JEREMY GRIFFIN

120 North Second Avenue, Chula Vista, CA 91910-1127  
 Phone (619) 422-9204 / Fax (619) 427-1620

DATE 9/14/20 CITY OF LEMON GROVE TELEPHONE \_\_\_\_\_ BID \_\_\_\_\_ TABULATION \_\_\_\_\_

PURCHASING DEPARTMENT



QUANTITY	ACCOUNT	DESCRIPTION	NAME OF BIDDER		NAME OF BIDDER		NAME OF BIDDER	
			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
		EAST SIDE STRIPING & MARKINGS						
		VARIOUS Lane Line striping		59,509.23		71,482.91		59,817.33
		Bike Lane Striping						
		X WALK MARKINGS						
		ADD MULT						
		STOP Legend & Unit Line						
		FIELD - Keep OR - PLUS						
		SEE Attached Quantities						
SUB - TOTAL								
TAX								
CASH DISCOUNT (include terms)								
SHIPPING								
TOTAL BID				50,509.23		71,482.91		59,817.33

DELIVERY TIME FROM RECEIPT OF PURCHASE ORDER

Public Works Department TB  
 Department Head Signature

DISTRIBUTION: WHITE - Purchasing, YELLOW - Department



# LEMON GROVE CITY COUNCIL

## CITY COUNCIL STAFF REPORT

**Item No.** 1.F

**Meeting Date:** October 20, 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](mailto:mjames@lemongrove.ca.gov)

**Item Title:** **Approve a Professional Services Agreement for City Land Survey Services with Aguirre & Associates**

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**Recommended Action:** Adopt a resolution (**Attachment A**) approving a professional services agreement for land survey services with Aguirre & Associates.

**Summary:** Aguirre & Associates has worked with the City of Lemon Grove on various projects since 2013. During this time, staff typically would approve one year agreements and renew the agreements each year. However, staff recommends a long-term agreement if approved by the City Council. Since expenditures during the five-year agreement will likely exceed the City Manager's authority for professional services agreements, which is established at \$30,000, staff recommends that the City Council approve a professional services agreement for City land survey services with Aguirre & Associates.

**Background:** City staff has always relied on the assistance of a qualified land surveyor to providing all survey needs. Since 2013, Aguirre & Associates has had a positive working relationship with the City in performing private and public land survey needs. Last fiscal year, staff negotiated a professional services agreement with Aguirre & Associates to continue its land survey work in an amount not to exceed \$30,000, which is the City Manager's approval authority maximum limit. That agreement expired on June 30, 2020 and staff is now recommending a longer-term (five-year) agreement be established with Aguirre & Associates to continue the working partnership moving forward.

A little more information about Aguirre & Associates, is it was founded in 1986, has provided land surveying, mapping and right-of-way engineering services throughout San Diego, Orange, Riverside, San Bernardino and Kern counties. It maintains a staff of seven and has extensive, and recent, experience in providing surveys and mapping for major railroad and light rail projects, water and wastewater projects, street, bike path, major road, highway and bridge projects, and environmental and mitigation site projects all within San Diego County. Many of the firm's employees have worked with the City on

previous projects and understand the City’s standards. Lastly, the firm is located in La Mesa and is available to respond immediately to any project and/or emergency in the field.

**Discussion:** Since January 2013, Aguirre & Associates has served as the City has outsourced land surveyor for all private and public projects. On June 30, 2020, the one-year agreement with Aguirre & Associates expired and the work that has been performed since that time has all been according to that expired agreement.

Staff recommends that a new five-year agreement is approved to provide a longer term partnership with Aguirre & Associates moving forward. Since, the total value of the agreement is estimated to not exceed \$150,000 over the five-year term the City Council is the approving authority. The scope of work that Aguirre & Associates will perform has not changed since the last agreement.

As noted in the draft agreement, there is also the option for the City Manager or her designee to extend the end date through January 1, 2026 in order to grant staff additional time to determine if continuing the partnership with Aguirre & Associates is in the City’s best interest or if a request for proposals should be advertised soliciting other interest.

In conclusion, Aguirre & Associates partnership with the City has proven to be extremely valuable because of established professional relationship and high quality professional services that the City has received.

Financial Summary: Staff created the table below to highlight the total amount paid to Aguirre & Associates since FY 2013-14.

<b>Fiscal Year</b>	<b>Amount Expended</b>
<b>FY 2013-14</b>	\$3,175.00
<b>FY 2014-15</b>	\$230.00
<b>FY 2015-16</b>	\$0.00
<b>FY 2016-17</b>	\$10,364.73
<b>FY 2017-18</b>	\$17,524.50
<b>FY 2018-19</b>	\$9,909.00
<b>FY 2019-20</b>	\$15,814.00
<b>FY 2020-21 (thru October)</b>	\$487.50

In eight years, \$57,504.73 has been paid to Aguirre & Associates, with an average annual expenditure of \$7,188.09. Taking into consideration the most recent three years as a baseline for work performed for the City, staff estimates that Aguirre & Associates budget will be between an annual minimum budget of \$20,000 and a maximum of \$30,000.

<b>Categories</b>	<b>Budget</b>	<b>Reimbursable Amount</b>
<b>Private Development</b>	\$20,000	\$20,000
<b>Public Development</b>	\$10,000	\$0

<b>Total</b>	<b>\$30,000</b>	<b>\$20,000</b>
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As shown in the total amount above, while the total contract with Aguirre & Associates is anticipated to not exceed \$30,000 per fiscal year, at least an anticipated \$20,000 is recoverable through private development deposits or fees charged by the City. If Aguirre & Associates only perform private development work all expenditures will be reimbursable to the City.

**Environmental Review:**

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

**Fiscal Impact:** In the Fiscal Year 2020-21 consolidated budget, \$30,000 is available to support the City’s land surveying agreement. The anticipated funding sources to support Aguirre & Associates agreement costs are listed below:

<b>Funding Source</b>	<b>FY 2020-21 Available Budget</b>	<b>Explanation</b>
Private Development Deposits/Fees	\$20,000	Reimbursement from deposit accounts.
General Fund - Engineering	\$3,334	Support for public projects.
General Fund - Streets	\$3,333	
Gas Tax Fund	\$3,333	

Beyond FY 2020-21, staff will update the annual consolidated budget with an estimate of how much it will cost to accomplish all survey work during the next fiscal year. Additionally, the professional services agreement includes language that authorizes the opportunity for Aguirre & Associates to request an annual cost escalation based on CPI-U or 2.5%, whichever amount is lower. The increase will take effect the following fiscal year no sooner than July 1<sup>st</sup> and is not automatic. All negotiations will be authorized and approved by the City Manager or her designee.

**Public Notification:** None.

**Staff Recommendation:** Adopt a resolution (**Attachment A**) approving a professional services agreement for land survey services with Aguirre & Associates.

**Attachments:**

- Attachment A** – Resolution
- Attachment A** – Professional Services Agreement

**RESOLUTION NO. 2020-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES  
WITH AGUIRRE & ASSOCIATES FOR CITY LAND SURVEY SERVICES**

**WHEREAS**, since 2013 the City of Lemon Grove has worked with Aguirre & Associates as a land survey service provider; and

**WHEREAS**, Aguirre & Associates is a professional land surveying company that has extensive experience in San Diego County, including Lemon Grove, as well as a well experienced staff that is familiar and can support the City with all of its surveying services; and

**WHEREAS**, since the last professional services agreement began in July 1, 2019, Aguirre & Associates provided full city land surveying services, which included as-needed surveying and mapping of various locations throughout the City. Aguirre & Associates is interested in continuing its partnership with the City; and

**WHEREAS**, the City Council finds it in the public interest to approve a professional services agreement with Aguirre & Associates for five years, with the option to extend the term for six additional months, and an annual budget not to exceed \$30,000 beginning in Fiscal Year 2020-21 project budget.

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

1. Approves a professional service agreement (Exhibit 1) with Aguirre & Associates to provide land surveying service; and
2. Establishes an initial term of five years from July 1, 2020 through June 30, 2025 with the option to extend the agreement for six months not to exceed January 1, 2026; and
3. Programs a fiscal year budget not to exceed \$30,000; and
4. Authorizes the City Manager or her designee to execute and manage the agreement, payments, term extensions and any annual cost adjustments.

**PASSED AND ADOPTED** on \_\_\_\_\_, 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**

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF LEMON GROVE  
AND  
AGUIRRE & ASSOCIATES**

THIS AGREEMENT is entered into this 21<sup>st</sup> day of October, 2020 by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and AGUIRRE & ASSOCIATES, a professional land survey firm (the "CONSULTANT").

**R E C I T A L S**

WHEREAS, the CITY desires to employ a CONSULTANT to provide serve as the City's land surveyor and/or supplement the City's surveying service for ongoing projects as they may relate to capital improvement project, private development projects, grading permits, construction permits, city right-of-way and/or encroachment permits, public improvement projects and undergrounding utilities.

WHEREAS, the CITY has determined that the CONSULTANT is a professional construction management and engineering inspection firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

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

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

2. **SCOPE OF SERVICES.** The CONSULTANT will provide as-needed surveying and mapping of various locations throughout the City. Additional tasks include, but are not limited to:

- Control surveys (GPS and conventional),
- Design Surveys,
- Topographic Surveys and Mapping,
- Photogrammetry (UAV and conventional),
- Boundary and Land Net Surveys,
- Right-of-Way Surveys and Mapping,
- Preparation of Conveyance Document Exhibits,
- Construction Staking,
- Monument Preservation and Appropriate Map Filing, and

- Map Checking.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings to keep staff and City Council advised of the progress on the project.

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

**3. PROJECT COORDINATION AND SUPERVISION.**

Assistant City Manager / Public Works Director or designee hereby is designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Mickey Aguirre or other designee is designated as the Project Director for the CONSULTANT.

**4. COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Section 2 and Exhibit "A" shall not exceed thirty thousand dollars and zero cents (\$30,000) annually (the base amount) without prior written authorization from the City Council. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Section 2 as determined by and in the sole discretion of the CITY.

The CONSULTANT may request an annual cost increase, based the prior 12-month period ending on June each year, from the U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U) in the San Diego Area or 2.5 percent, whichever ever percentage is less. The determined percentage will be applied to IEC's hourly rate as of June 30<sup>th</sup>. Any increase will take effect on July 1<sup>st</sup>.

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

**5. LENGTH OF AGREEMENT.** The start date of this agreement retroactively began on July 1, 2020 and will expire five years later on July 1, 2025. The agreement may be extended, by the City Manager or her designee, for six months not to exceed January 1, 2026, during which time the City will evaluate the existing agreement

to decide if the service shall be further extended by City Council approval or advertising a request for proposal.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement.

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

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

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONSULTANT shall relieve the CONSULTANT from liability under Section 14 but only with respect to the effect of the modification or reuse by the CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

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

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

subCONSULTANT(s) shall require the subCONSULTANT to adhere to the applicable terms of this Agreement.

8. **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees except as herein set forth, and the CONSULTANT expressly agrees not to represent that the CONSULTANT or the CONSULTANT's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONSULTANT, its agents, servants, and employees are as to the CITY wholly independent CONSULTANTS and that the CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF LEMON GROVE, whether now in force or subsequently enacted. The CONSULTANT, and each of its subCONSULTANTS, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

10. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession.

11. **STANDARD OF CARE.**

A. The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

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

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased

costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

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

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

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

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

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subCONSULTANTS in the performance of services under this Agreement. CONSULTANT's duty to indemnify under this section

shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONSULTANT expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY 's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

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

16. **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subCONSULTANTS, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:

A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.

B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

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

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

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

G. If required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the CITY. If the CONSULTANT does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

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

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

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

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

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

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the



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

If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the CITY OF LEMON GROVE Conflict of Interest Code. Specifically, the CONSULTANT shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONSULTANT shall obtain from the City Clerk.

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

**22. MISCELLANEOUS PROVISIONS.**

A. *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.

B. *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

D. *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.

E. *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.

F. *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

G. *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

H. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

J. *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

**CITY OF LEMON GROVE**

**AGUIRRE & ASSOCIATES**

*(Corporation—signatures of 2 corporate officers)  
(Partnership – one signature)  
(Sole proprietorship – one signature)*

By: \_\_\_\_\_  
Lydia Romero  
City Manager

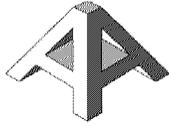
By: \_\_\_\_\_  
*(Name)*  
\_\_\_\_\_  
*(Title)*

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kristen Steinke  
City Attorney

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

Exhibit “A”



## AGUIRRE & ASSOCIATES

### SCHEDULE OF HOURLY BILLING RATES

Effective January 1, 2020

#### LAND SURVEYING SERVICES - OFFICE

Principal Land Surveyor	PLS	\$165.00
Land Surveyor	LS	135.00
CAD Technician	CAD	95.00

#### LAND SURVEYING SERVICES - FIELD

1-Person Survey Crew	1PSC	125.00
1-Person Survey Crew (Prevailing Wage)	1PSC-PW	187.00
1-Person Survey Crew (GPS)	1PSC-GPS	125.00
GPS Crew Assistant	GPS-A	80.00
1-Person Survey Crew (GPS) (Prevailing Wage)	1PSC-GPS-PW	187.00
GPS Crew Assistant (Prevailing Wage)	GPS-A-PW	184.00
Survey Crew Party Chief	PC	125.00
Survey Crew Chainman	CH	80.00
Survey Crew Party Chief (Prevailing Wage)	PC-PW	187.00
Survey Crew Chainman (Prevailing Wage)	CH-PW	184.00

#### DIRECT COSTS

Prints and Copies	Cost
Delivery Charges	Cost
Photogrammetry	Cost

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# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.G

**Meeting Date:** October 20, 2020

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

**Department:** City Manager's Office

**Staff Contact:** Lydia Romero, City Manager

**Item Title:** **Accept Donation from RCP Brick and Rock to provide City membership on the East County Economic Development Council**

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**Recommended Action:** Accept donation from RCP Brick and Rock to provide City membership on the East County Economic Development Council.

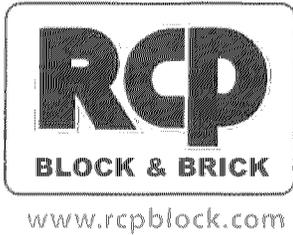
**Summary:** Ms. Olsen, Chief Financial Officer, RCP Brick and Rock, offered to pay the City's membership to the East County Economic Development Council (ECEDC) for the remainder of this fiscal year. Under the FPPC guidelines, the City can accept this donation as long as the donation is gifted to the City and an 801 form is completed and posted on the City's website. During appointments made by the Mayor Vasquez and affirmed by the City Council, Council Member Altamirano was appointed as the city's representative to the ECEDC and Council Member Jones appointed as the alternate. The amount of the donation is \$1500.

**Environmental Review:**

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

**Staff Recommendation:** Accept donation from RCP Brick and Rock to provide City membership on the East County Economic Development Council.

**Attachment:**  
**Attachment A – RCP Brick and Rock Donation letter**



MAIL TO: P.O. Box# 579  
Lemon Grove, CA 91946-0579

September 30, 2020

RECEIVED

OCT 05 2020

CITY MANAGER DEPARTMENT

City of Lemon Grove  
Attn: Lydia Romero, City Manager  
3232 Main Street  
Lemon Grove, Ca 91945

**SENT VIA EMAIL AND MAIL**

Re: City Membership in the East County Economic Development Council

Dear Ms. Romero,

RCP Block & Brick, Inc. a longstanding business in the City of Lemon Grove would like to gift to the City a one-year membership in the East County Economic Development Council. The value of the gift is one time in the amount of \$1,500.00.

I hope that the City will accept this gift in this vital organization in San Diego County.

Thank you for your consideration.

RCP Block & Brick, Inc.

Kathleen Olsen  
Chief Financial Officer

Cc: Jo Marie Diamond, ECEDC  
James Sly, ECEDC

**ADMINISTRATIVE OFFICES:**

8240 Broadway . Lemon Grove . 91945  
☎ (619) 460-9101  
☎ (619) 337-2291

**CHULA VISTA SALES YARD**  
75 N 4th Ave . Chula Vista . 91910  
(619) 474-1516

**ENCINITAS SALES YARD**  
577 N Vulcan Ave . Encinitas . 92024  
(760) 753-1164

**LEMON GROVE SALES YARD**  
8240 Broadway . Lemon Grove . 91945  
(619) 460-9101

**ESCONDIDO SALES YARD**  
1070 W Mission Ave . Escondido . 92025  
(760) 480-9696

**SANTEE SALES YARD**  
8755 Magnolia Ave . Santee . 92071  
(619) 448-2240

**MURRIETA SALES YARD**  
25725 Jefferson Ave . Murrieta . 92562  
(951) 677-1489



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

### Item No. 2

**Meeting Date:** October 20, 2020

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

**Department:** City Manager's Office

**Staff Contact:** Lydia Romero, City Manager, lromero@lemongrove.ca.gov  
Christian Olivas, Management Analyst, colivas@lemongrove.ca.gov

**Item Title:** Community Development Block Grant Coronavirus Application –  
New Funds

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**Recommended Action:** Adopt a resolution authorizing the submittal of an application to the County of San Diego to receive additional Community Development Block Grant Coronavirus funds.

**Summary:** The City Council will consider the allocation of new Community Development Block Grant Coronavirus (CDBG-CV) funds. The background and discussion sections below provide information regarding the CDBG-CV allocation process, describes the current use of CDBG-CV funds, and provides staff's recommendation to submit an application to receive and utilize the new CDBG-CV funds.

**Background:** The County of San Diego currently serves as a grantee for the San Diego Urban County, a federally designated area, that includes the unincorporated area of San Diego County and all non-entitlement cities within the County that choose to participate in the CDBG Program. As a non-entitlement jurisdiction, the City of Lemon of Grove must partner with the County of San Diego to receive any federally allocated CDBG funds.

On March 27, 2020, the President, Donald J. Trump, signed the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) that makes available \$5 billion in supplemental CDBG-CV funding to prevent, prepare for, and respond to coronavirus. The County of San Diego was awarded \$4,265,000 million in supplemental CDBG-CV grant funds for FY 2019-2020. Under the initial CDBG-CV funding allocation the City of Lemon Grove received \$60,339.75. At the May 19<sup>th</sup> City Council meeting a resolution was adopted by the City Council to use these funds to support a weekly free food drive-through distribution, named "Feeding Lemon Grove."

On September 24, 2020, the County of San Diego informed city staff that Lemon Grove was awarded an additional allocation of \$162,371 in CDBG-CV funds. At the October 6, 2020, City Council meeting, the City Council discussed the preferred uses of the funds based on eligible activities. Staff is recommending an expenditure plan based on the City Council's feedback.

**Discussion:** The use of these funds are required to follow the United States Department of Housing and Urban Development (HUD) CDBG-CV guidelines including policies and procedure to prevent duplication of benefits provided by other CARES Act funds.

CDBG-CV eligible activities include the following:

- Food Distribution and/or Delivery;
- Emergency Rental and Utility Assistance;
- Small Business Assistance;
- Homeless Outreach Services, including housing vouchers, transportation and mental health teams;
- Child Care Assistance; and
- COVID-19 Testing.

After the discussion at the last City Council meeting, staff allocated CDBG funds to the following programs:

1. Continue the food distribution event,
2. Additional homeless outreach,
3. Provide small business grants, and
4. Provide a childcare allocation.

*Food distribution:* Using the previous CDBG-CV funds of approximately \$60,000, "Feeding Lemon Grove," provided 3,993 families food over a 27 week period with the average family size of 4 individuals. Each week the amount spent is about \$2,500. City staff also purchased supplies to hold the events such as gloves, bags, sanitizer, food carts and staff costs with the original allocation.

Staff is proposing to continue the "Feeding Lemon Grove" program on an adjusted schedule of -bi-weekly beginning November 7<sup>th</sup>. The proposed schedule includes continuing the weekly food distributions on October 17<sup>th</sup> and 24<sup>th</sup> and then moving forward the distributions will be scheduled every two weeks. Should the program be approved to move to the new schedule staff will share the new schedule with the participants by adding flyers in the food bags at the October 24<sup>th</sup> food distribution event.

The weekly budget to purchase food is \$2,500 with an increase for the November 21<sup>st</sup> and December 19<sup>th</sup> events to provide food for families to enjoy holiday meals. The final food distribution will be on January 2, 2021.

Staff proposes a \$25,000 allotment of the CDBG-CV allocation to extend the "Feeding Lemon Grove" program until January 2, 2021.

*Small Business Assistance:* The Lemon Grove Small Business Relief Grant Program was funded through the CARES Act, which has fewer restrictions than the CDBG-CV funds. In order to use CDBG-CV funding for small business assistance, the City needs to develop a new grant program that is narrower in scope than the first one and requires more documentation from business applicants to prove each qualifies. The biggest restriction is that 70% of CDBG-CV funds must assist activities that meet the Low and Moderate Income national objective set by HUD. To allow for more flexibility, HUD is allowing public agencies to consider individuals that apply for or hold jobs, to be members of one-person families for activities that prevent, prepare for, and respond to coronavirus when determining if they fall in the low or moderate-income range. Here are two examples of a business grant program that would meet these restrictions.

1. Grants to avoid job loss caused by business closures related to social distancing by providing short-term working capital assistance to small businesses to enable retention of jobs held by low- and moderate-income persons.
2. Grants to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine.

In addition to meeting the national objective, because there is a large amount of SBA funding for small businesses in the CARES Act and other sources of financial assistance to small businesses may be available, the City must also have procedures to prevent duplications of benefits between various programs that provide financial assistance to businesses.

Due to these restrictions and the small amount of funds allocated to the City, staff is not recommending a small business assistance program using CDBG-CV funds.

*Homeless Outreach and Support Program:* Home Start partners with the City to provide a tailored street outreach program that actively engages individuals experiencing homelessness throughout the City. The current program partners with the Sheriff’s Department every two weeks to visit each newly reported or known homeless location in the City to inquire about what services they need, want and if possible transport them to get those services. These activities are funded by a portion of the East County Regions Allocations of Homeless Emergency Aid Program grant and \$15,000 in CARES Act funds. As of September 30, 2020, the following services were provided in July, August and September 2020:

• Unsheltered individuals that were contacted/assisted:	119
• Type of assistance provided (ID Vouchers):	31
• Follow-up assessments for housing, VISPDATS, and referrals:	40
• Hygiene kits distributed:	113
• Food packs distributed:	107
• Unsheltered Individuals receiving a Gift Card:	1
• Unsheltered individuals matched to housing programs through CES:	6
• Unsheltered individuals that are receiving ongoing services:	22

Based on City Council’s feedback, Home Start and City staff met to discuss what would the best fitting program(s) look like for the City if additional funds were allocated to Home Start. While Home Start provides a number of very specific programs that focus on transitional housing and rapid rehousing programs, youth outreach, rental assistance and utility

assistance each of those programs have a very specific purpose that the funds can be used for. With this in mind, Home Start recommended that the City consider categorizing any additional funds for Home Start's use to increase its outreach presence and add flex funds to achieve the most outreach and success to help the estimated 60-80 homeless individuals in the City.

Street Outreach:

By increasing the number of outreach hours a stronger presence in Lemon Grove will be established. Increasing frequency will help build trust between Home Start's outreach worker and each individual experiencing homelessness, so that each person can receive assistance and eventually no longer be homeless.

Flex Funds:

The flex funds program provides financial assistance to those experiencing homelessness or those that may experience homelessness. The primary benefit of the program is that once an individual or family is contacted and wants assistance, Home Start may use the funds to provide multiple forms of assistance that are tailored directly to each person or family's needs. Examples of flex fund expenses that Home Start has provided in the past include:

- Hotel vouchers,
- Transportation,
- Reunification transportation - bus passes to family,
- Rental deposit assistance,
- First month rental assistance,
- Utility assistance, and
- Other emergency items- food, blankets, diapers, formula

City staff recommends allocating \$100,000 to Home Start for use in the City of Lemon Grove. Those funds will support a part time outreach work in Lemon Grove every week and the use of flex funds to support the homeless outreach program and those on the cusp of being homeless. By increasing the number of outreach hours and flex funds available, both Home Start and City staff believe substantial progress can be made to reduce the number of individuals experiencing homelessness and will prevent more individuals from becoming homeless in Lemon Grove.

*Childcare Assistance:* Staff is recommending \$15,000 be allocated to childcare assistance, focused on essential worker families meeting CDBG household criteria. Children enrolled in the City's day camp program, who are not subsidized by the school district and meet certain criteria, will be eligible to be funded through this program. Fall camp is currently operating, allowing campers to attend virtual school and traditional camp activities upon completion of the school day.

Staff is requesting the remaining \$22,371 is allocated to personal protective equipment, cleaning supplies, and facility cleaning to assist the City in carrying out our public service mission.

*Timeline*

City staff must turn in an application with the expenditure plan to the County by the end of October.

The City of Lemon Grove proposed CDBG-CV Program and Expenditure Plan is intended to be consistent with the CARES Act CDBG-CV guidelines.

Options

- Approval of Resolution accepting CDBG-CV funding from the County of San Diego and authorizing the City Manager to execute a sub-grant agreement, and approving the expenditure Plan.
- Modification of the expenditure plan and approval of Resolution.
- Provide specific direction to the City Manager.
- Deny Resolution.

**Environmental Review:**

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

**Fiscal Impact:**

The City expects to receive an estimated \$162, 371 in new CDBG-CV funding.

**Public Notification:** None.

**Staff Recommendation:** Staff recommends that the City Council adopts a resolution authorizing the submittal of an application for new Community Development Block Grant Coronavirus funds.

**Attachment:**

**Attachment A – Resolution**

**RESOLUTION NO. 2020 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A NEW COMMUNITY DEVELOPMENT BLOCK GRANT CORONAVIRUS CDBG-CV FUNDS.**

**WHEREAS**, a novel coronavirus referred to as COVID-19, which causes infectious disease, was first detected in December 2019, and has now spread throughout the world; and

**WHEREAS**, on January 31, 2020, the U.S. Secretary of Health and Human Services declared a public health emergency related to the COVID-19 outbreak pursuant to Section 319 of the Public Health Service Act; and

**WHEREAS**, on February 14, 2020, the San Diego County Public Health Officer declared a local health emergency due to the threat of COVID-19 and on February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency arising out of the COVID-19 outbreak; and

**WHEREAS**, on March 4, 2020, California Governor Gavin Newsom proclaimed a State of Emergency to exist in the State of California as a result of the threat of COVID-19; and

**WHEREAS**, on March 23, 2020, the City's Director of Emergency Services proclaimed the existence of a local emergency within the City and on March 31, 2020, the City Council for the City of Lemon Grove adopted Resolution 2020-3710 ratifying the declaration of the Director of Emergency Services and declaring the existence of an ongoing local emergency due to COVID-19 which was extended twice by the City Council; and

**WHEREAS**, on March 29, 2020, the Health Officer of the County of San Diego issued an Order of the Health Officer and Emergency regulations which extends its regulations with no specific end date; and

**WHEREAS**, the Federal Government enacted the Coronavirus Aid, Relief, and Economic Security (CARES) Act and provided funding through the Coronavirus Relief Fund (CRF) to assist local governments with expenses associated with the COVID-19 Pandemic; and

**WHEREAS**, the County of San Diego, as an eligible Urban County, applies and receives Community Development Block Grant (CDBG) funds to be administered within the County's unincorporated areas and local governments that participate in the San Diego Urban County CDBG Program; and

**WHEREAS**, the City of Lemon Grove is a non-entitlement jurisdiction and must partner with the County of San Diego in order to receive CDBG funds; and

**WHEREAS**, the City of Lemon Grove was awarded \$162,371 in CDBG-CV funds from the County of San Diego that must be expended in accordance with the provisions of the HUD's CDBG-CV program requirements; and

**WHEREAS**, the City Council desires to provide funding to continue Feeding Lemon Grove, a food distribution program, concluding January 2, 2021; and

**WHEREAS**, the City Council desires to provide funding to the City's Homeless Outreach and Prevention Program; and

**WHEREAS**, the City Council desires to provide funding to assist eligible and essential workers families with childcare assistance with our day camp program; and

**WHEREAS**, the City Council desires to provide funding to provide equipment, supplies and materials necessary to carry-out public service.

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

1. The City Council finds the recitals above to be true and accurate and they are incorporated as such into this Resolution.
2. The City Council authorizes and directs the City Manager to execute all agreements to receive the additional allocation of CDBG-CV funds; and
3. Authorizes the City Manager or designee to manage all program-related documentation.

**PASSED AND ADOPTED** on \_\_\_\_\_, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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***Racquel Vasquez, Mayor***

***Attest:***

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***Shelley Chapel, MMC, City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

### Item No. 3

**Meeting Date:** October 20, 2020

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

**Department:** City Manager's Office

**Staff Contact:** Lydia Romero, City Manager

**Item Title:** Council Calendar

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**Recommended Action:** Approve Council Calendar and direct City Manager to post on the City's website.

**Background and Discussion:** At the City Council meeting of the September 1, 2020, Mayor Pro Tem Mendoza and Council Member Arambula requested discussion about generating a City Calendar that listed major activities undertaken by the City Council.

Staff took the direction of the City Council and created a sample (Attachment A) calendar. Listed are annual City proceedings and City holidays. Staff requests feedback and approval of the Council Calendar with direction to post on the website.

### Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section [       ]

Mitigated Negative Declaration

**Fiscal Impact:** None

**Public Notification:** None

**Staff Recommendation:** Approve Council Calendar and direct City Manager to post on the City's website

**Attachment A:** Sample of Council Calendar

**Attachment to be inserted as additional material following original posting  
on Thursday, October 15, 2020.**