



City of Lemon Grove
City Council Regular Meeting Agenda
Tuesday, January 16, 2018, 6:00 p.m.
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA

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

Call to Order

Pledge of Allegiance

Changes to the Agenda

Presentations

Lemon Grove History Minute #11

Public Comment

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

1. Consent Calendar

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

- A. Approval of City Council Meeting Minutes
 - October 17, 2017 Regular Meeting
Vasquez, Jones, Arambula, J. Mendoza, M. Mendoza
 - November 21, 2017 Regular Meeting
Vasquez, Jones, Arambula, J. Mendoza, M. Mendoza
 - December 5, 2017 Regular Meeting
Vasquez, Jones, Arambula, J. Mendoza, M. Mendoza
 - December 19, 2017 Regular Meeting
Vasquez, Jones, Arambula, J. Mendoza, M. Mendoza
- B. City of Lemon Grove Payment Demands
 - Reference: Gilbert Rojas, Interim Finance Director
 - Recommendation: Ratify Demands

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

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

D. Denial of Claim

The City Council will consider the denial of a claim submitted by Teresa Trucchi, Esq. on behalf A. Hagsufi.

Reference: Mike James, Assistant City Manager/Public Works Director
Recommendation: Deny Claim

E. Approve an Agreement with Dexter Wilson Engineering, Inc. to Conduct an Evaluation of the Lemon Grove Sanitation District's Permanent Meter Locations and Interconnections

The Sanitation District will consider a resolution that approves a not exceed \$70,000 with Dexter Wilson Engineering to conduct an evaluation of the permanent meter locations and interconnections.

Reference: Mike James, Assistant City Manager/Public Works Director
Recommendation: Adopt Resolution

F. 2018 Minimum Wage Increase

The City Council will consider the minimum wage increase to ensure compliance with California Minimum Wage increase as governed by State Law.

Reference: Alicia Hick, Human Resources Manager
Recommendation: Adopt Resolution

G. Recognized Obligation Payment Schedule

The Lemon Grove Successor Agency Board will consider approving the Recognized Obligation Payment Schedule for the period of July 1, 2018 through June 30, 2019 (ROPS 2018-19).

Reference: Lydia Romero, City Manager
Recommendation: Approve Recognized Obligation Payment Schedule

2. Adopt a Park Program

The City Council will consider the benefits, drawbacks, and costs to manage an Adopt-A-Park program.

Reference: Mike James, Assistant City Manager/Public Works Director
Recommendation: Discuss and Provide Direction to Staff

3. Ordinance Adding Chapter 2.36 (Planning Commission) to the Lemon Grove Municipal Code

The City Council will consider an ordinance that reestablishes for the Planning Commission to act as the Planning Agency for the City pursuant to California Government Code Section 65101.

Reference: Lydia Romero, City Manager and James Lough, City Attorney
Recommendation: Introduce Ordinance by title and Conduct First Reading

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

(GC 53232.3 (d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)

Department Director Reports (Non-Action Items)

Closed Session

Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to paragraph Government Code Section 54956.9:
One case

Adjournment

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

**MINUTES OF A MEETING OF
THE LEMON GROVE CITY COUNCIL**

October 17, 2017

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

City Councilmembers present: Mayor Racquel Vasquez, Mayor Pro Tem Jennifer Mendoza, Councilmember David Arambula, Councilmember Jerry Jones, and Councilmember Matt Mendoza.

City Councilmembers absent: None.

City Staff present: City Manager, Lydia Romero; Sheriff's Department Lieutenant, Scott Amos; Development Services Director, David De Vries; Assistant City Manager/Public Works Director, Mike James; City Attorney, James Lough; Fire Chief, Colin Stowell; and Assistant Planner, Mike Viglione.

Pledge of Allegiance

Presentations

The Lemon Grove History Minute #6 video was presented that featured Dave Huey, Lemon Grove's Community Services Superintendent.

Mayor Vasquez read a proclamation that recognized the retirement of Faustino Pedroza and his 17 years of service to the City.

Lydia Romero introduced Charlotte King-Mills, New Branch Manager, San Diego County Library, Lemon Grove.

Anita Lopez and Steve Browne, Heal Zone, commended the Heal Zone Youth Group for their dedication and desire to make a difference in the community.

Roberto Nelson, Cassandra Nelson, Richard Koseki, and Elijah Gorden, Heal Zone Youth Group members, provided a presentation of the repairs and enhancements that they performed at Lemon Grove Park. In addition, they provided recommendations to the City Council for positive changes in the parks.

Public Comment

Lucero Maganda and Itzel Guillen, San Diego Border Dreamers, commented on immigrant issues and Development, Relief, and Education for Alien Minors (DACA) and asked the City Council to sign a letter of support, for the Clean Dream Act new legislation.

Sapphire Blackwood, Cannabis Professionals, commented on fees and tax revenue, associated with Lemon Grove's medical marijuana dispensaries.

Valerie Dailey commented on vehicle speeding on Roy Street, the lack of speed limit signage, the installation of speed bumps, enhancements for bicycle riders, and installation of hand washing stations.

1. Consent Calendar

- A. Ratification of Payment Demands
- B. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda
- C. Resolution Approving a Fourth Amendment to the Option Agreement between the City of Lemon Grove and the San Diego Land Trust for 8084 Lemon Grove Way

Action: Motion by Mayor Pro Tem J. Mendoza, seconded by Councilmember Jones, to approve the Consent Calendar passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017- 3541: Resolution of the City Council of the City of Lemon Grove, California Approving an Amendment to an Option Agreement with the San Diego Community Land Trust for the Parcel Identified as 8084 Lemon Grove Way (APN 475-450-19-00)

2. **Public Hearing to Consider Planned Development Permit PDP-170-001-0001 and Tentative Map TM0-000-00188 to authorize the Construction of 18 Condominium Units at 3485 Olive Street and Consolidated with the Adjacent 84 Existing Condominium Units at 100 Citronica Lane**

Mike Viglione explained that this item is a request for a Tentative Subdivision Map and associated Planned Development Permit. These entitlements provide for the construction of an 18 unit condominium building at 3485 Olive Street Celsius II. It also includes the merger of the Celsius II Property and with the 84 units of the Celsius I Project.

The merger of the two projects allows the facilities to share common usable open space, fire protection systems and water meters. In addition, residents at Celsius II will have access to the Celsius I rooftop terrace and fitness room in the common usable open space.

Physical improvements include excavation and grading, public street dedication and improvements, construction of the residential structure and vehicle parking areas, hardscape, landscape and irrigation, and lighting. Curb, gutter, sidewalk and landscape parkway with street trees are proposed along the 3485 Olive Street frontage. All project landscaping, including the landscape parkway with street trees in the public right-of-way, and all common areas on the property, will be maintained by the Home Owners Association for Celsius I and II.

Parking areas in the Transit Mixed Use (TMU) zone are required to be separated from the public sidewalk by landscaping and screening elements. The proposed project includes landscaping for the entire depth of the Olive Street setback across its entire frontage, exclusive of required building access ways and driveways, exceeding the required the four feet of landscaping. The parking area is also screened by ventilated artistic garage panels that match the panels used in the original 84 unit condominium building.

The project also provides two spaces for motorcycle parking where none are required. Three bicycle racks with space for 10 bicycles in a secure storage room is proposed, which exceeds the three required bicycle spaces for the project. Two of the 24 spaces are ADA accessible. Guest parking for the residential units is not required in the TMU zone and none is provided with the project. Olive Street would have sufficient space for approximately five on-street vehicle parking stalls across the entire frontage of both the Celsius I and II combined project frontages. The project seeks a modification of parking space design standards, to allow three tandem spaces, where six separate spaces would normally be required.

Mr. Viglione noted that an amendment is necessary to the Tentative Map resolution. The amendment should read "Prior to occupancy, the developer shall pay a Fair Share Contribution to the City of Lemon Grove for the signalization and intersection improvements of Broadway and Olive Street, which is currently included in the Lemon Grove Realignment Project, and the future pedestrian ramp improvements at the intersection of Lemon Avenue and Olive Street."

Councilmember Arambula expressed appreciation that this project promotes walkability.

Mayor Pro Tem Mendoza asked if this project could be apartments now, then possibly condominiums later.

David De Vries answered that the project is a condominium project, but the intent is to lease the units.

Mayor Pro Tem Mendoza asked if there will be home owner's fees collected, if the units are leased.

David De Vries answered that there will not be home owner's fees, until the units are sold as condominiums.

Mayor Pro Tem Mendoza asked if the Community Facilities District (CFD) yearly revenue of \$1415.76 is for the ongoing maintenance promenade Park and if surrounding CFD fees are the same.

James Lough answered that the fees are in proportional to the surrounding projects.

Mayor Vasquez opened the public hearing.

Russ Haley, CityMark Development, provided a project overview and was available to answer any questions.

Public Speaker(s)

There were no requests from the public to speak.

Action: Motion by Councilmember Jones, seconded by Councilmember Arambula, to close the public hearing passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Mayor Vasquez noted that the project is LEED certified and appreciates this accomplishment along with the developer's efforts to build community.

Action: Motion by Councilmember Jones, seconded by Councilmember Arambula, to adopt the resolution with amendment to item F.2 passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017- 3542: Resolution of the Lemon Grove City Council Approving Tentative (Condominium) Map TM0-000-0188 Authorizing the Subdivision of Two (2) Parcels into One (1) Lot of 102 Condominium Units at 100 Citronica Lane and 3485 Olive Street, Lemon Grove, California

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

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017-3543: Resolution of the Lemon Grove City Council Approving Planned Development Permit PDP-170-0001 Authorizing the Development of an Eighteen Unit Multi-Family Condominium Residential at 3485 Olive Street, Lemon Grove, California

3. Sanitary Sewer Master Plan Update

Mike James stated that on August 2, 2016, the Lemon Grove Sanitation District Board approved an agreement with Dexter Wilson Engineering, Incorporated to update the Sanitary Sewer Master Plan (Master Plan) for an amount not to exceed \$100,840.

Since August 2016, staff has been working with Wilson Engineering, to assess the existing condition of the sewer system, create a usable model to predict flows, and develop a five-year and 20-year term capital expenditures plan. As the Sanitation District is mostly built-out, it is anticipated that many of the capital projects will be driven by replacement of aging infrastructure, rather than be capacity driven.

The Master Plan serves as a planning document that accomplishes the following tasks:

- Evaluates the capacity of the existing collection system during worst conditions, such as peak wet weather flows;

- Evaluates the capacity of the collection system through flow modeling programs and determines improvement needs under future build-out conditions;

- Develops a Capital Improvement Program (CIP) that will provide the District with a reliable and economic sanitary sewer collection system for the future;

- Aids in developing future program needs such as continuing to inventory system integrity and model performance through on-going inspection, flow monitoring and video inspections.

Natalie Frascetti, Dexter Wilson Engineering, provided a presentation that included the following:

- Overview of the Sanitation District

- Master Plan Focus and Prioritization

- Condition-Based Recommendations

- Master Plan Capacity-Based Overview

- Metro vs Actual Flows

- Master Plan Capacity Based Recommendations

- Additional CIP Recommendations

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

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017 – 290: Resolution of the District Board of the Lemon Grove Sanitation District Approving the Sanitary Sewer Master Plan Update Completed by Dexter Wilson Engineering, Incorporated

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

Councilmember Jones attended Metro Wastewater and SANDAG meetings, Heartland Fire & Rescue’s Open House Breakfast, and the Lemon Grove Soroptimist chili cook-off fundraising event.

Councilmember Arambula attended Heartland Fire & Rescue’s Open House Breakfast and commented on the City Council special meeting regarding recreation services.

Councilmember M. Mendoza had no reports this evening.

Mayor Pro Tem J. Mendoza attended meetings at SANDAG and Thrive community garden, and the City Council special meeting regarding recreation services. She attended a Clergy association meeting, a marijuana use forum at the Lemon Grove School District, a Heartland Fire Training Facility JPA, and Heal Zone resident meetings. She also attended Heartland Fire & Rescue’s Open House Breakfast, Lemon Grove Soroptimist chili cook-off fundraising event, and Strides Against Breast Cancer Walk.

Mayor Vasquez attended a LAFCO meeting, a graduation ceremony at the McAlister Institute, a League of California Cities meeting, Heartland Fire & Rescue’s Open House Breakfast, the Lemon Grove Soroptimist chili cook-off fundraising event, and participated in a leadership panel for CREW.

City Manager and Department Director Reports

Lydia Romero reported that Helix Water District is working with the Lemon Grove Little League regarding their water bill.

James Lough reported that he will be at the Superior Court due to a lawsuit filed by initiative proponents.

Mike James reported on the City’s upcoming bulk item and e-waste drop-off event.

Adjournment

There being no further business the meeting was adjourned at 8:30 p.m.

**MINUTES OF A MEETING OF
THE LEMON GROVE CITY COUNCIL**

November 21, 2017

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

City Councilmembers present: Mayor Racquel Vasquez, Mayor Pro Tem Jennifer Mendoza, Councilmember David Arambula, Councilmember Jerry Jones, and Councilmember Matt Mendoza.

City Councilmembers absent: None.

City Staff present: City Manager, Lydia Romero; Sheriff's Department Lieutenant, Scott Amos; Development Services Director, David De Vries; City Clerk, Susan Garcia; Assistant City Manager/Public Works Director, Mike James; City Attorney, James Lough; Fire Chief, Colin Stowell; and Management Analyst, Malik Tamimi.

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Jones.

Presentation

The Lemon Grove history minute was presented that featured former Councilmember Tom Clabby and his wife Donna Clabby.

David De Vries introduced Arturo Ortuno, the City's new Assistant Planner.

Lydia Romero introduced Alicia Hicks, the City's new Human Resources Manager.

Public Comment

Jose Gonzalez provided an invitation to Senator Joel Anderson's holiday legislative open house, on December 12th.

1. Consent Calendar

- A. Ratification of Payment Demands**
- B. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda**
- C. Award a Contract to Select Electric, Inc. for Traffic Signal and Communications System Maintenance, Emergency Repairs, and Related Construction Services**

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

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017- 3545: Resolution of the Lemon Grove City Council Awarding a Contract to Select Electric, Inc. for Traffic Signal and Communication System Maintenance, Emergency Repairs, and Related Construction Service

2. Community Development Block Grant Allocation for Fiscal Year 2018-19 and Fiscal Year 2019-2

Malik Tamimi explained that the Community Development Block Grant (CDBG) Program is a Federal grant program created by Congress in 1974 and administered by the County of San Diego. According to the County of San Diego's website, CDBG-funded projects must satisfy one of three national program objectives:

- Provide a benefit to low and moderate income persons,

- Prevent or eliminate slums and blight, or

- Meet needs having a particular urgency.

Eligible activities broadly include:

- Real property acquisition,

- Public facilities and improvements,

- Public services,

- Economic development (job creation), and

- Housing development and rehabilitation.

For over 20 years, the City has participated in the CDBG Program, predominately relying on CDBG funds for capital improvement projects with street rehabilitation, in eligible neighborhoods.

The Fiscal Year 2018-19 CDBG application for project funding has been requested by the County of San Diego. The City is allowed to request funding for multiple years as was requested by the City in previous years. The City proposes submitting an application to the County combining Fiscal Years 2018-19 and 2019-20 funding, for street rehabilitation and ADA pedestrian ramps city-wide. The two-year CDBG allocation for Fiscal Years 2018-19 and 2019-20 and rollover funds from the 2016-18 program total \$224,113.99.

City staff anticipates that there is continued support for allocating CDBG funds towards street rehabilitation projects and ADA pedestrian ramps. In the past several years, no other public requests for CDBG funding have been made to the City.

Staff recommends the following street segments be rehabilitated with the Fiscal Years 2018-19 and 2019-20 CDBG allocation and rollover from the 2016-18 program:

- Citronella Avenue from Lincoln Street to Palm Street;

- Church Street from Buena Vista Avenue to New Jersey Avenue;

- Cabernet Way from Berry Street to Sonoma Lane; and

- Berry Street from Mt Vernon Street to Cabernet Way.

Mayor Vasquez opened the public hearing.

Public Speaker(s)

There were no requests from the public to speak.

Councilmember M. Mendoza asked if the proposed four streets would still be rehabilitated, if the CDBG funding is not allocated.

Mike James answered that if the CDBG funds are not allocated, staff would move forward with rehabilitation, for the four proposed streets.

Lydia Romero noted that if the City spends the funds in advance and the CDBG program is eliminated, the City will be responsible to reimburse the County.

Mayor Pro Tem J. Mendoza asked, if there is a prioritization where the ADA ramps will be installed.

Malik Tamimi answered that they will look for opportunities, as the streets are being worked on and focus in those areas, when funds are available.

Mayor Vasquez asked if there was a timeframe when the CDBG budget funding will be approved.

Lydia Romero answered that she heard CDGB is on the chopping block by Congress. The City is waiting for the Federal budget to be approved.

Action: Motion by Councilmember Jones, seconded by Councilmember Arambula, to close the public hearing passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Action: Motion by Councilmember Jones, seconded by Mayor Pro Tem J. Mendoza, to adopt the resolution passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017-3546: Resolution of the City Council of the City of Lemon Grove, California Authorizing the Submission of an Application for the Community Development Block Grant Program for Fiscal Year 2018-19 and Fiscal Year 2019-20

3. Approval of the Sewer Capacity Fee Study

Mike James stated that in February 2017, the District Board received a report regarding the progress of NBS Consultants (NBS) regarding the sewer rate study. District customers are typically charged a one-time capacity fee per equivalent dwelling unit (EDU), at the time the customer connects or expands on its existing connection to the Sanitation District's sewer system. A component of that presentation recommended the need to review the capacity fee, or connection fee, to determine if it accurately and fairly charged a fee to fund any capacity, increasing needs that the Sanitation District will construct in the future.

Greg Henry, NBS Consultants, provided a presentation of the capacity fee study, which included the following:

American Water Works Association three approaches for capacity fees: Buy-In Method, Incremental Cost Method, and the Combined Approach.

Sewer Capacity Fee Update

Projected Customer Growth & Capacity

Cost Allocations

Fee Calculations

Next Steps

Overview of Connection Fee Methodology

Value of system facilities is allocated to new customers based upon percentage of customers at build out

Projected Customer Growth

Existing Assets System Buy-In

Planned Assets Incremental Costs

Adjustment to Cost Basis

Summary of Total Cost Basis

Capacity Fee Methodology

Cost Basis assigned to New Customers

Projected New EDUs

The report details specific customer growth estimates and anticipated capacity needs that will be required to accommodate that growth. The recommended update to the capacity is an increase from a current fee of \$1,000 to \$3,509. The new capacity fee, if approved, will increase the existing capacity fee from \$1,000 to \$3,509 per equivalent dwelling unit (EDU). For comparison, in Fiscal Years 2016-2017 and 2017-2018 the District generated \$32,160 (based on 32.16 EDUs) and \$14,000 (based on 14 EDUs) in capacity fees each year. If the maximum base capacity fee of \$3,509 were implemented in the prior years, the fees would have equaled \$112,849.44 and \$49,126.

Board Member J. Mendoza asked if the planned Capital Improvement Projects are taking into consideration the anticipated 5000 additional EDU's.

Mr. Henry confirmed that planned Capital Improvement Projects are taking into consideration the 5000 additional EDU's.

Board Member Arambula asked if upcoming projects will be grandfathered in with the lower fee.

Mr. Henry answered that it depends when a developer obtains the permits and that this fee will be at the last stage of a project.

Lydia Romero noted that staff will reach out to developers that maybe considering moving forward with projects.

Board Member J. Mendoza asked what type of account will maintain these funds.

Mike James answered that these funds will be held in a separate account.

Action: Motion by Board Member J. Mendoza, seconded by Board Member Arambula, to adopt the resolution passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017 – 291: Resolution of the District Board of the Lemon Grove Sanitation District Approving the Sewer Capacity Fee Analysis

Lydia Romero asked that an implementation plan be brought back to the Sanitation District budget discussions.

The Sanitation District Board provided consent for staff to return with the implementation plan.

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

Councilmember Jones attended a meeting, with a representative of the San Diego Mayor's office, related to wastewater issues, BIA reception, grand opening of Ryan Brother's Coffee, and a Metro Wastewater ad-hoc meeting.

Councilmember Arambula attended a MTS Board meeting, PERS discussion, and Heal Zone meeting.

Councilmember M. Mendoza attended the BIA reception.

Mayor Pro Tem J. Mendoza attended a Lemon Grove forum for medical marijuana dispensaries, the grand opening of Giardino Italian Restaurant, and a LAFCO meeting.

Mayor Vasquez attended the Live Well event for resident leadership academies, a Lemon Grove forum for medical marijuana dispensaries, Veteran's Day Parade, the PERS discussion, grand opening of Giardino Italian Restaurant, the BIA reception, the grand opening of Ryan Brother's Coffee, and a Central San Diego Black Chamber of Commerce event.

City Manager and Department Director Reports

Mike James reported on the recent mural painting project and provided an overview of the upcoming Annual Community Bonfire.

Chief Stowell reported on the upcoming Annual Community Bonfire.

Adjournment

There being no further business the meeting was adjourned at 7:30 p.m.

**MINUTES OF A MEETING OF
THE LEMON GROVE CITY COUNCIL**

December 5, 2017

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

City Councilmembers present: Mayor Racquel Vasquez, Mayor Pro Tem Jennifer Mendoza, Councilmember David Arambula, Councilmember Jerry Jones, and Councilmember Matt Mendoza.

City Councilmembers absent: None.

City Staff present: City Manager, Lydia Romero; Development Services Director, David De Vries; Assistant City Manager/Public Works Director; Mike James, City Attorney, James Lough; Sheriff's Sergeant, Kelly Moody; Fire Chief, Colin Stowell; and Management Analyst, Malik Tamimi.

Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember M. Mendoza.

Presentation

The Lemon Grove history minute was presented that featured Lido's Italian Restaurant.

Mayor Vasquez presented a proclamation, declaring December 2017 as Impaired Driving Prevention Month.

Mayor Vasquez read a certificate of recognition for Rebecca McElroy, Girl Scout Silver Star Award, for her creation of the Little Library, at Berry Street Park.

Public Comment

John L. Wood commented on the condition of the sidewalk along Federal Boulevard and on bicyclists using Central and Federal Avenue.

Jesus Benayas expressed appreciation, for the completed sidewalk, along Golden Avenue and Washington Street.

Garth Watkins commented on parking issues along Broadway, between Harris and Citrus Street.

1. Consent Calendar

- A. Ratification of Payment Demands**
- B. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda**
- C. 2017 Urban Area Security Initiative (UASI) Grant Acceptance**
- E. ADA Transition Plan Update Project Contract Award**

Action: Motion by Mayor Pro Tem J. Mendoza, seconded by Councilmember Jones, to approve the Consent Calendar items with the exception of item No. 1.D, to be moved to the end of the agenda for discussion passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017-3548: Resolution of the City Council of the City of Lemon Grove, California, Accepting Fiscal Year 2017 Urban Area Security Initiative (UASI) Grant Funds

Resolution No. 2017- 3549: Resolution of the City Council of the City of Lemon Grove, California, Awarding a Contract for the ADA Transition Plan Update Project

2. Planning Commission

Mayor Vasquez provided a historical and legislative overview of Planning Commissions throughout the State.

Public Speaker(s)

The following members of the public spoke in favor of reinstating the City's Planning Commission:

Seth Smith
Dr. George Linzey
Angela Harris
Dawn Henman
John L. Wood

The following members of the public spoke in opposition of reinstating the City's Planning Commission:

Michael McSweeney
Lori Pfeiler
Humbert Cabrera

Teresa Rosiak- Profit commented on the City's previous Planning Commission and suggested that a future Planning Commission not receive compensation.

Mayor Pro Tem J. Mendoza explained that in 2014 Mayor Mary Sessom suggested the elimination of the Planning Commission. She provided an overview of the research she conducted to preserve the Planning Commission, which was presented to the City Council in 2014.

Councilmember Jones explained his opposition to the Planning Commission and support of the Community Advisory Commission.

Councilmember Arambula asked if the Community Advisory Commission would be disbanded, if there were any problems with the Planning Commission, and what was the compensation for the Planning Commission.

Mayor Pro Tem J. Mendoza answered that disbanding the Community Advisory Commission would be a decision for another day.

Mayor Vasquez noted that the Planning Commission Members received \$75, per meeting that occurred. She added that there were no problems reported from the public, developers, or businesses, with regards to the Planning Commission. She added that the comments the Planning Commission received were positive in nature.

Councilmember M. Mendoza noted that he doesn't see any reason to reinstate the Planning Commission.

Mayor Pro Tem J. Mendoza noted that they received letters of support of the Planning Commission.

Action: Motion by Mayor Pro Tem J. Mendoza, seconded by Councilmember Arambula, to reinstate the Planning Commission passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula
Noes: Jones, M. Mendoza

Mayor Pro Tem J. Mendoza requested that the January 16 City Council agenda contain discussion items for the Planning Commission and the Community Advisory Commission.

3. Traffic Commission and other Municipal Code Amendments

James Lough reported that this ordinance has been part of the City's code since incorporation. Its composition is typical of traffic commissions formed in the 1970s or earlier. Its purpose was to bring a wide group of stakeholders to discuss neighborhood traffic issues. The composition was intended to be a mix of laypersons and technical staff that made recommendations to the City Council. These recommendations, like most cities with similar committees, combined political and personal concerns of various stakeholders, with the technical requirements of staff. Often these competing forces brought forward recommendations that compromised technical/legal concerns with the represented stakeholder members making policy recommendations, inconsistent with city-wide council policies.

The office of "road commissioner" is a county creation with no counterpart in most cities. This code amendment defines the "road commissioner" as the Public Works Director since most of the functions fit most closely under the current authority of this office. Some of the functions of the "road commissioner" fall under the authority of the City Engineer. Since the City Engineer is a contract position, the authority better fits with the Public Works Director. The "road commissioner" definition is modified to allow the Public Works Director to delegate responsibilities requiring professional/technical expertise to employees or contractors holding the proper professional credentials. This would retain the current method of hiring or relying upon professional surveyors or engineers to provide technical services under the direction of the Public Works Director. This Ordinance requires no change in current operations.

The code amendments also eliminate two references to the Director of Parks and Recreation. Both references were located in the code sections, addressed in the sections dealing with changes, involving the 'road commissioner'. Each section addresses park maintenance issues which, in Lemon Grove, have been performed by the Public Works Department, even when the City had a Parks and Recreation program.

The goal of this amendment is to allow the Traffic Advisory Committee to begin to give the City Council technical/legal advice on traffic issues, whether project specific or not. This input can be used to help the Council address public concerns, while establishing a hearing record that demonstrates that the Council applied professional advice to the problem.

Action: Motion by Mayor Pro Tem J. Mendoza, seconded by Councilmember Arambula, to introduce and conduct the first reading by title of ordinance No. 447 passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Ordinance No. 447: An Ordinance of the City Council of the City of Lemon Grove, California, Amending Lemon Grove Municipal Code Amending Lemon Grove Municipal Code Sections in Titles 10 (Vehicles and Traffic) and 12 (Streets, Sidewalks and Public Places) to Adjust Membership of the Traffic Advisory Committee and Make Various Other Technical Changes

D. General Plan Update, Downtown Specific Plan and Climate Action Plan Timeline and Amendment No. 2 of the Professional Services Agreement with Dudek for the Preparation of a Program Environmental Impact Report for the General Plan Update

David De Vries explained that the professional services agreement with Dudek will expire on December 31, 2017, unless an extension is approved. He provided an overview of the General Plan Update, Downtown Specific Plan, and Climate Action Plan timeline.

Action: Motion by Mayor Pro Tem J. Mendoza, seconded by Councilmember Arambula, to adopt the resolution approving Amendment No. 2 of the Professional Services Agreement with Dudek passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017- 3548: Resolution of the City Council of the City of Lemon Grove Approving Amendment No. 2 of the Professional Services Agreement with Dudek for the Preparation of a Program Environmental Impact Report for the General Plan Update

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

Councilmember Jones had no reports this evening.

Councilmember Arambula had no reports this evening.

Councilmember M. Mendoza had no reports this evening.

Mayor Pro Tem J. Mendoza attended a breakfast for St. Paul PACE program and the Annual Community Bonfire, and the ribbon cutting at Helix High School.

Mayor Vasquez attended the Annual Community Bonfire and a LAFCO meeting.

City Manager and Department Director Reports

Chief Stowell reported on the current fire conditions.

Lt. Moody reported on an upcoming DUI check-point.

Closed Session

Pursuant to Government Code Section 54957: Public Employee Performance Evaluation
City Manager

Closed Session Report: No reportable action was taken.

Adjournment

There being no further business the meeting was adjourned at 8:15 p.m.

**MINUTES OF A MEETING OF
THE LEMON GROVE CITY COUNCIL**

December 19, 2017

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

City Councilmembers present: Mayor Racquel Vasquez, Mayor Pro Tem Jennifer Mendoza, Councilmember David Arambula, Councilmember Jerry Jones, and Councilmember Matt Mendoza.

City Councilmembers absent: None.

City Staff present: City Manager, Lydia Romero; Sheriff's Department Lieutenant, Scott Amos; Development Services Director, David De Vries; Assistant City Manager/Public Works Director, Mike James; Deputy City Attorney, Kristen Steinke ; and Fire Chief, Colin Stowell.

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Pro Tem J. Mendoza.

Presentations

Lemon Grove History Minute #10 was presented that featured Isle Hanning, former Principal of Golden Avenue School.

Mayor Vasquez provided a proclamation that honored Marcos Ortega on the occasion of his retirement from Marcos' Jewelry.

Vanessa Mapula Garcia, Senior Public Affairs Manager SDG&E, provided a presentation of their innovative programs and overview of goals for the safest, cleanest, and most reliable energy.

San Diego Sheriff's Department Commander, Dave Moss and Lieutenant, Scott Amos, provided a presentation of the San Diego Sheriff Department Body Worn Cameras program, which included storage solutions, deployment status, policies and procedures.

Public Comment

Sapphire Blackwood, Director of Public Affairs Cannabis Professionals, reported on a recent meeting with David De Vries and Lydia Romero, regarding their process in obtaining a conditional use permit.

Chris Williams reported that he is an applicant for a medical marijuana dispensary and believed he had passed the zoning clearance process. He provided the City with a complete application, however, his fee was not accepted.

1. Consent Calendar

A. Approval of City Council Minutes

October 3, 2017 Regular Meeting
November 7, 2017 Regular Meeting
November 14, 2017 Special Meeting

B. Ratification of Payment Demands

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

D. Annual Update to the Appointment List

E. Local Agency Improvement Fee Report (Fiscal Year 2016-2017) as Required by California Government Code Section 66006

F. Mayor Pro Tem Rotation

Action: Motion by Mayor Pro Tem J. Mendoza, seconded by Councilmember Jones, to approve the Consent Calendar passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

2. Lemon Grove Little League Memorandum of Understanding

Mike James reported that the City of Lemon Grove and Lemon Grove Little League (LGLL) have collaborated to provide youth sports services since the City first incorporated in 1977. This partnership pre-dates the existence of the City. The City assumed the agreement that was previously established by the County of San Diego and the LGLL, for the use of the ballfields and facilities, at the Monterey Heights Park.

Staff created a revised draft agreement that included the requested amendments from LGLL, with language that provides clarity about the roles and responsibility of both parties moving forward. The draft agreement has been reviewed by LGLL leadership, but has not been approved by the LGLL Board of Directors.

At a City Council meeting in October 2017, the LGLL provided public comment that discussed their financial needs that need to be resolved, before beginning the season. The two reasons that drove the fiscal need for the LGLL, are due to field maintenance and water usage.

For the LGLL to begin the season without pre-existing debt and fields that will be playable the total estimated need is between, \$8,003 and \$11,968. The lower amounts equals the LGLL cost estimate to maintain the fields, with its previously used contractor and the amount due to Helix Water District.

There was a slope failure on Field 2, a City owned property. The slope was likely caused by a faulty irrigation line that saturated the slope. This resulted in an area approximately 60' by 100' failing and damaging the outfield. Because the City owned the property and the LGLL had no resources to contribute to the repair of the slope, City staff moved forward with an emergency repair to the slope that cost \$27,568.

Mr. James recommended the creation of a volunteer project, to prepare the fields for the upcoming season. Also, he believes it is critical that an irrigation audit is performed, to insure that all future water usage is efficiently managed. The City's cost to perform an irrigation audit on the City owned Field 1-2 is \$570 and Field 3-5 is \$870.

Matthew Pendleton, Little League Vice President, was available for questions.

Public Speaker(s)

There were no requests from the public to speak.

Action: Motion by Mayor Pro Tem J. Mendoza, seconded by Councilmember Jones, that directed staff to conduct the irrigation audit, create a volunteer program to assist with field maintenance, and adopt the resolution approving the Memorandum of Understanding with the Lemon Grove Little League passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Resolution No. 2017 - Resolution of the City Council of the City of Lemon Grove, California Approving the Memorandum of Understanding with the Lemon Grove Little League

Councilmember Arambula requested that a future City Council meeting agenda contain, an agenda item to discuss Lemon Grove Little League's water bill, along with discussion regarding smart meter installation.

3. Ordinance Amending Lemon Grove Municipal Code Sections in Titles 10 (Vehicles and Traffic) and 12 (Streets, Sidewalks and Public Places) to Adjust Membership of the Traffic Advisory Committee and Make Various Other Technical Changes

Action: Motion by Councilmember Jones, seconded by Mayor Pro Tem J. Mendoza, to conduct the second reading by title and adopt Ordinance No. 447 passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, Jones, M. Mendoza

Ordinance No. 447: An Ordinance of the City Council of the City of Lemon Grove, California, Amending Lemon Grove Municipal Code Amending Lemon Grove Municipal Code Sections in Titles 10 (Vehicles and Traffic) and 12 (Streets, Sidewalks and Public Places) to Adjust Membership of the Traffic Advisory Committee and Make Various other Technical Changes

4. Appointment of City Councilmembers to Committees, Commissions and Boards

Mayor Vasquez explained that this item is for the appointments on various regional commissions, boards, and committees, throughout the County. She read each of the proposed appointments and confirmed those appointments with the appointed City Councilmembers.

Mayor Pro Tem J. Mendoza suggested that Councilmember Arambula serve as the primary representative on the Heartland Communications Authority Board and she could serve as alternate.

Public Speaker(s)

Dr. George Linzey commented on the leadership at SANDAG.

Action: Motion by Mayor Pro Tem J. Mendoza, seconded by Councilmember Arambula, to approve the proposed appointments passed, by the following vote:

Ayes: Vasquez, J. Mendoza, Arambula, M. Mendoza

Noes: Jones

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

Councilmember Jones had no reports this evening.

Councilmember Arambula had no reports this evening.

Councilmember M. Mendoza had no reports this evening.

Mayor Pro Tem J. Mendoza attended a SANDAG Transportation Committee meeting

Mayor Vasquez attended the bakers challenge, at the Lemon Grove Bakery and Senator Joel Anderson's Legislative Open House.

Closed Session

Conference with Legal Counsel – Anticipated Litigation Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9: One Case

Pursuant to Government Code Section 54957: Public Employee Performance Evaluation City Manager

Closed Session Report: No reportable action was taken on either item.

Adjournment

There being no further business the meeting was adjourned at 8:30 p.m.

City of Lemon Grove Demands Summary

Approved as Submitted:

Al Burrell, Interim Financial Consultant
 For Council Meeting: 01/16/18

ACH/AP Checks 12/12/17-12/27/17 495,077.22

Payroll - 12/19/17 130,049.90

Total Demands 625,127.12

| Check No | Vendor No | Vendor Name | Check Date | Vendor Name | Check Amount | |
|----------|--------------------------------------|--|------------|---|----------------------------|--------------|
| CHECK NO | INVOICE NO | VENDOR NAME | CHECK DATE | Description | INVOICE AMOUNT | CHECK AMOUNT |
| ACH | Dec5 17 | US Treasury | 12/12/2017 | Federal Taxes 12/5/17 | 35,983.83 | 35,983.83 |
| ACH | Nov17 | Home Depot Credit Services | 12/13/2017 | Home Depot Purchases - Nov'17 | 1,974.54 | 1,974.54 |
| ACH | Nov17 | Colonial Life | 12/15/2017 | Colonial Optional Insurance - Nov17 | 624.76 | 624.76 |
| ACH | Nov8-Dec5 17 | California Public Empl Retirement System | 12/19/2017 | Pers Retirement 11/8/17-12/5/17 | 66,565.97 | 66,565.97 |
| ACH | 372138 | Aflac | 12/19/2017 | AFLAC Insurance 12/20/17 | 1,038.72 | 1,038.72 |
| ACH | Dec17 | Southern CA Firefighters Benefit Trust | 12/20/2017 | LG Firefighters Benefit Trust - Dec'17 | 1,753.70 | 1,753.70 |
| ACH | Nov17 | Chase Bank | 12/21/2017 | Workers' Comp Claims - Nov'17 | 1,695.66 | 1,695.66 |
| ACH | Nov22-Dec5 17 | Calpers Supplemental Income 457 Plan | 12/21/2017 | 457 Plan 11/22/17-12/05/17 | 8,065.54 | 8,065.54 |
| ACH | Dec19 17 | Employment Development Department | 12/21/2017 | State Taxes 12/19/17 | 7,538.70 | 7,538.70 |
| ACH | Dec6-Dec19 17 | Calpers Supplemental Income 457 Plan | 12/22/2017 | 457 Plan 12/06/17-12/19/17 | 5,751.16 | 5,751.16 |
| ACH | Dec19 17 | US Treasury | 12/26/2017 | Federal Taxes 12/19/17 | 27,029.82 | 27,029.82 |
| ACH | Nov17 | WEX Bank | 12/26/2017 | Fuel - Fire Dept - Nov'17 | 679.78 | 679.78 |
| ACH | Dec17 | Wage Works | 12/27/2017 | FSA Reimbursement - Dec'17 | 3,997.94 | 3,997.94 |
| 8788 | C4826 | A-Pot Rentals, Inc. | 12/13/2017 | Portable Restroom Rental - Bonfire - 12/1/17-12/4/17 | 297.60 | 297.60 |
| 8789 | 10702 | AdminSure | 12/13/2017 | Workers' Compensation Claims Administration - Dec '17 | 427.50 | 427.50 |
| 8790 | Burkett-11/29A Burkett-11/29B | Burkett, Terry | 12/13/2017 | Driver Operator IB Class/Bk & Meals/Burkett 10/30/17-11/3/17 CA Fire Mechanics Academy/Riverside/Burkett 11/13-16/17 | 238.50 630.42 | 868.92 |
| 8791 | 1712023 | California Aquatics | 12/13/2017 | Fountain Monthly Svc - Civic Ctr Park - Nov '17 | 150.00 | 150.00 |
| 8792 | Dec 2017 | California Dental Network Inc. | 12/13/2017 | California Dental Insurance -Dec17 | 347.76 | 347.76 |
| 8793 | 020D512375 | Cintas Corp 2 | 12/13/2017 | Annual Fire Extinguisher/Exit Sign Inspection- Sr Ctr 10/24/17 | 289.11 | 289.11 |
| 8794 | 694420005 694425827 | Cintas Corporation #694 | 12/13/2017 | Janitorial Supplies - Fire - 11/23/17 Janitorial Supplies - 12/7/17 | 284.22 574.89 | 859.11 |
| 8795 | 08493 08494 08495 | Cloud Security Systems | 12/13/2017 | Svc/Security Sys/3131 School Lane/Rec Ctr-1/1/18-12/31/18 Svc/Sec Sys/8235 Mt Vernon St/Sr Ctr/RoundRm-1/1/18-12/31/18 Svc/Security Sys/8235 Mt Vernon St/LG Sr Ctr-1/1/18-12/31/18 | 216.00 240.00 240.00 | 696.00 |
| 8796 | 12/1/2017 12/1/2017 12/29/2017 | Cox Communications | 12/13/2017 | Main Phone/Fire- 12/1/17-12/31/17 Phone/City Hall- 12/1/17-12/31/17 Internet/Community Ctr- 11/30/17-12/29/17 | 473.38 973.61 75.00 | 1,521.99 |
| 8797 | 12/4-7/17 | Esgil Corporation | 12/13/2017 | 75% Building Fees- 12/4/17-12/7/17 | 6,410.35 | 6,410.35 |
| 8798 | 5-959-59434 | Federal Express | 12/13/2017 | Shipping Charges- HR 10/9/17 | 32.46 | 32.46 |
| 8799 | 07052017 | Grossman Psychological Associates, APC | 12/13/2017 | Fitness for Duty Evaluation - 7/5/17 | 925.00 | 925.00 |
| 8800 | 0024659-IN | HDL Coren & Cone | 12/13/2017 | Contract Services Property Tax - Oct-Dec 2017 | 2,073.06 | 2,073.06 |
| 8801 | 00048772 | Hudson Safe-T- Lite Rentals | 12/13/2017 | Plastic K-Rails/Water Wall Rental - Bonfire 12/1/17 | 280.00 | 280.00 |
| 8802 | 1449559 1449560 | Liebert Cassidy Whitmore | 12/13/2017 | Prof Svcs: LE050-00003 Pre-Litigation thru 10/31/17 Prof Svcs: LE050-00200 FLSA Audit thru 10/31/17 | 840.00 3,607.46 | 4,447.46 |
| 8803 | 212310 | Morgan's Monograms, Inc. | 12/13/2017 | Uniform/Fleece Jackets - Fire | 173.60 | 173.60 |

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|------|--|-------------------------------------|------------|--|---|------------|
| 8804 | 101700204 | NBS Govt Finance Group | 12/13/2017 | Consulting Svcs- thru 11/30/17 | 2,520.88 | 2,520.88 |
| 8805 | Dec2017 | PLIC- SBD Grand Island | 12/13/2017 | Dental Insurance -Dec17 | 4,667.56 | 4,667.56 |
| 8806 | INV018512 | RapidScale Inc. | 12/13/2017 | Virtual Hosting 11/30/17 | 2,715.03 | 2,715.03 |
| 8807 | 0057418 | Rick Engineering Company | 12/13/2017 | Prof Svc: LGA Realignment & 20A UG Dist Projs 8/26/17-9/29/17 | 22,405.59 | 22,405.59 |
| 8808 | Nov17 | SDG&E | 12/13/2017 | Gas & Electric 10/19/17-11/17/17 | 20,953.80 | 20,953.80 |
| 8809 | 314018467 314880181 314880182 | Sharp Rees-Stealy Medical Centers | 12/13/2017 | Medical Exam - 10/31/17 Medical Exam - 9/25/17 Medical Exam - 9/25/17 | 158.00 111.00 67.00 | 336.00 |
| 8810 | 120617 | Soroptomists International of LG | 12/13/2017 | Donation: Lemon Grove 2017 Holiday Giving Program | 2,500.00 | 2,500.00 |
| 8811 | Dec-17 | Standard Insurance Company | 12/13/2017 | Long Term Disability Insurance - Dec17 | 1,582.19 | 1,582.19 |
| 8812 | 8047581692 | Staples Advantage | 12/13/2017 | Office Supplies- City Hall | 638.73 | 638.73 |
| 8813 | SW-0144816 | State Water Resources Control Board | 12/13/2017 | MS4 Permit Annual Fee - 10/1/17-9/30/18 | 14,230.00 | 14,230.00 |
| 8814 | 2017-200 | Streamline Automation Systems LLC | 12/13/2017 | CA Fire Prev Code System/Inspection Licenses/Setup/Training | 6,640.78 | 6,640.78 |
| 8815 | 3227671-CA | US HealthWorks Medical Group,PC | 12/13/2017 | Medical Exam - 11/1/17 | 125.00 | 125.00 |
| 8816 | 2016.04-016 | West Coast General Corporation | 12/13/2017 | LGA Realignment Proj- 10/1/17-10/31/17 | 131,759.82 | 131,759.82 |
| 8817 | A170748-2 | Western Environmental Services, LLC | 12/13/2017 | Asbestos Bulk Sampling - Sheriff's Station | 480.00 | 480.00 |
| 8818 | Jan-Jun 18 | Adams Robert | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 998.04 | 998.04 |
| 8819 | 10771 | AdminSure | 12/20/2017 | Workers' Compensation Claims Administration - Jan'18 | 427.50 | 427.50 |
| 8820 | Jan-Jun 18 | Anderson, Curtis | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8821 | 31229 | Aztec Landscaping Inc. | 12/20/2017 | Landscape Mgmt Svc Nov '17 | 9,629.00 | 9,629.00 |
| 8822 | 819790-9 823813-9 825789-9 826098-9 826817-9 | BJ's Rentals | 12/20/2017 | Boom Knuckle Rental - Holiday Banners/Decor 11/22/17 Propane Propane Propane Propane | 329.31 7.92 16.97 15.08 11.31 | 380.59 |
| 8823 | 82713020 | Boundtree Medical LLC | 12/20/2017 | Medical Supplies- Oxygen Box Lid Insert | 230.52 | 230.52 |
| 8824 | Jan-Jun 18 | Brackmann, Bruce | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 998.04 | 998.04 |
| 8825 | 9679177 | Broadcast Music Inc. | 12/20/2017 | Annual Music Licensing Fee - 12/1/17-6/30/18 | 342.00 | 342.00 |
| 8826 | Brooks | Brooks, Trejohn | 12/20/2017 | Refund/Brooks, Trejohn/Deposit-Cancellation - LBH- 1/6/18 | 200.00 | 200.00 |
| 8827 | Jan 2018 | California Dental Network Inc. | 12/20/2017 | California Dental Insurance -Jan18 | 309.98 | 309.98 |
| 8828 | 18786 | California Diesel Compliance, Inc. | 12/20/2017 | Smoke Opacity Test - E310 | 150.00 | 150.00 |
| 8829 | 12/19/17 | California State Disbursement Unit | 12/20/2017 | Wage Withholding Pay Period Ending 12/19/17 | 161.53 | 161.53 |
| 8830 | 18069093 18076777 | Canon Financial Services Inc. | 12/20/2017 | Canon Plotter Contract Charge 12/20/17-1/19/18 Canon Copier Contract Charge 12/20/17-1/19/18 | 144.00 81.35 | 225.35 |
| 8831 | Casas | Casas, Fiaaluae | 12/20/2017 | Refund/Casas, Fiaaluae/Deposit - CommCtr 12/9/17 | 300.00 | 300.00 |
| 8832 | Jan-Jun 18 | Chamberlain, Dale | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8833 | 694428725 | Cintas Corporation #694 | 12/20/2017 | Janitorial Supplies - 12/14/17 | 213.06 | 213.06 |
| 8834 | 19773 | City of La Mesa | 12/20/2017 | Overtime Reimbursement - Brown/Pantovich/Tasco-Oct/Nov '17 | 3,851.93 | 3,851.93 |
| 8835 | 81850554 81852110 | Corelogic Solutions, LLC. | 12/20/2017 | RealQuest Graphics Package - Nov '17 Image Requests - Nov '17 | 300.00 11.00 | 311.00 |
| 8836 | 12/6/2017 12/6/2017 12/4/2017 | Cox Communications | 12/20/2017 | Calsense Modem Line:2259 Washington Ave 12/6/17-1/5/18 Calsense Modem Line:7071 Mt Vernon- 12/6/17-1/5/18 Phone/Rec Ctr/ 3131 School Ln 12/4/17-1/3/18 | 21.00 19.89 97.67 | 138.56 |
| 8837 | 14384 | Custom Auto Wrap Inc. | 12/20/2017 | Graphics Installation/Door Logos/Stripping - Ranger Vehicle | 709.45 | 709.45 |
| 8838 | 3977 | D- Max Engineering Inc. | 12/20/2017 | D-Max Stormwater Prof Svcs thru 11/30/17 | 1,729.79 | 1,729.79 |
| 8839 | 120417560 | DAR Contractor | 12/20/2017 | Animal Disposal- Nov '17 | 174.00 | 174.00 |

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| 8840 | Jan-Jun 18 | Davisson, William | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8841 | OSIP 64760 | Department of Industrial Relations | 12/20/2017 | Workers Comp Admin Assessment 7/1/17-6/30/18 | 1,681.73 | 1,681.73 |
| 8842 | 12/11-14/17 | Esgil Corporation | 12/20/2017 | 75% Building Fees- 12/11/17-12/14/17 | 3,136.60 | 3,136.60 |
| 8843 | INV1012712 | George Hills Company | 12/20/2017 | TPA Claims Svc- Nov 17 | 448.20 | 448.20 |
| 8844 | GoldYouth | Gold Youth Arts | 12/20/2017 | Refund/Gold Youth Arts/Deposit-RecCtr 12/1/17 | 200.00 | 200.00 |
| 8845 | Jan-Jun 18 | Harper, Raymond | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 998.04 | 998.04 |
| 8846 | 8467 | I.B. Trophies & Awards | 12/20/2017 | Name Badges- Hales & Govea | 33.01 | 33.01 |
| 8847 | 124828 123857 124829 | Knott's Pest Control, Inc. | 12/20/2017 | Monthly Bait Stations- Civic Ctr - Dec 17 Monthly Bait Stations- Sheriff - Dec 17 Monthly Bait Stations- Sheriff - Nov 17 | 60.00 45.00 45.00 | 150.00 |
| 8848 | Jan-Jun 18 | Laff, Timothy | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8849 | 07-2347 07-2346 | Lemon Grove School District | 12/20/2017 | Fuel Services-PW: Nov '17 Fuel Services-Fire Stn- Nov '17 | 2,176.98 1,395.51 | 3,572.49 |
| 8850 | 2390V 2396V | LG Truck Body & Equipment, Inc. | 12/20/2017 | LGPW#03 - Additional Truck Repairs & Painting LGPW#03 - Vehicle Accident Repairs | 1,650.00 1,358.00 | 3,008.00 |
| 8851 | 1451015 | Liebert Cassidy Whitmore | 12/20/2017 | Prof Svcs: LE050-00003 thru 11/30/17 | 700.00 | 700.00 |
| 8852 | Lopez 12/12/17 | Lopez, Jose Alberto | 12/20/2017 | Training/Confined Space Awareness/Lopez- 11/4/17 | 175.21 | 175.21 |
| 8853 | Nov 17 Nov 17 Nov 17 Nov 17 Nov 17 Nov 17 Nov 17 | Lounsbery Ferguson Altona & Peak LLP | 12/20/2017 | General 01163-00002 - Nov '17 Code Enforcement 01163-00003 - Nov '17 Cost-Share Agreement 00023 - Nov '17 Legal Svcs 01163-00028 - Nov '17 Legal Svcs 01163-00039 - Nov '17 Legal Svcs 01163-00040 - Nov '17 Legal Svcs 01163-00038 - Nov '17 Sanitation Dist 01163-00036 - Nov '17 | 5,582.74 2,570.07 398.40 3,469.09 2,816.80 1,217.94 168.59 3,087.60 | 19,311.23 |
| 8854 | Jan-Jun 18 | Maciejewski, Frank | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8855 | Jan-Jun 18 | Marcon, Romeo | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8856 | Jan-Jun 18 | McBride, Thomas | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8857 | 46735 | McNamara Pump and Electric Inc. | 12/20/2017 | Duplex Sewage Pump Station 6-Mo Maintenance Svc- 6794 Cntrl | 275.00 | 275.00 |
| 8858 | Jan-Jun 18 | McReynolds, Mildred | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8859 | Jan-Jun 18 | Mullins, Karl | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8860 | IN1158345 IN1185703 | Municipal Emergency Services Inc. | 12/20/2017 | SCBA Preventative Maintenance- Gas Detection SCBA 4 Point Kevlar - Rt Brkts | 405.59 608.16 | 1,013.75 |
| 8861 | 13799 | NASSCO, Inc. | 12/20/2017 | NASSCO Membership Dues | 295.00 | 295.00 |
| 8862 | Nava | Nava, Iriabeth | 12/20/2017 | Refund/Nava, Iriabeth/Partial Deposit - LBH- 7/28/18 | 300.00 | 300.00 |
| 8863 | 73306 | NVS, Inc. | 12/20/2017 | LGA Realignment- Construction Support Svcs thru 8/31/17 | 5,158.96 | 5,158.96 |
| 8864 | Jan-Jun 18 | Ott, Manie | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 998.04 | 998.04 |
| 8865 | Jan-Jun 18 | Ott, Mike | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8866 | 146920 | Pacific Sweeping | 12/20/2017 | Street Sweeping/Parking Lot/Power Washing - Nov '17 | 6,655.15 | 6,655.15 |
| 8867 | 31273074 31303157 31307521 | RCP Block & Brick, Inc. | 12/20/2017 | Bulk Decomposed Granite- PW Yard 60 Grade 1/2 Inch Steel - Public Works Bulk Gravel - Breezeway | 69.82 16.81 27.64 | 114.27 |
| 8868 | Jan-Jun 18 | Schmidtman, Warren | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8869 | 0313013 | SCS Engineers | 12/20/2017 | Env Consulting Svc: LGA Realignment 10/1/17-10/31/17 | 3,321.00 | 3,321.00 |
| 8870 | Simmons | Simmons, Earnestine | 12/20/2017 | Refund/Simmons, Earnestine/Deposit - LBH-12/9/17 | 200.00 | 200.00 |
| 8871 | Jan-Jun 18 | Smith, Timothy | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8872 | Souriyauong | Souriyauong, Lynette | 12/20/2017 | Refund/Corey&Colin Xayauong/Regis/Turkey Daycamp -11/16/17 | 160.00 | 160.00 |
| 8873 | 272412 | State of California- Department of Justice | 12/20/2017 | Fingerprint Apps - Nov '17 | 128.00 | 128.00 |

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|------|--|-------------------------------------|------------|---|--|------------|
| 8874 | WD-0127524 | State Water Resources Control Board | 12/20/2017 | Annual Permit Fee-Water Discharge Requirement 7/1/17-6/30/18 | 2,088.00 | 2,088.00 |
| 8875 | 17-Dec | Sun Life Financial | 12/20/2017 | Life Insurance - Dec17 | 120.06 | 120.06 |
| 8876 | Jan-Jun 18 | Taff, Jon | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 1,200.00 | 1,200.00 |
| 8877 | 4195-0 4240-4 4450-9 | The Sherwin-Williams Co. | 12/20/2017 | Graffiti Cleanup Supplies 5 Gallon Red Curb Paint Paint Brushes | 10.75 176.12 12.89 | 199 |
| 8878 | STMT 11/22/201 | US Bank Corporate Payment Systems | 12/20/2017 | SSCSC & CWEA Wkshop Reg/Wilkens/Hunt/Rodriguez/Irons Windshield - LGPW#1- F350 Fuel - LG#31 Transportation & Safety/Jackets-PW Crew Microsoft Office for Laptops- Fire Recruitment/Job Posting - Finance Manager Water for Engine/Absorbent/Light Bulbs - Fire Drill Bit/Screws/Supplies for BBQ Remodel - Fire CTAC Mtg/Parking/James 10/26/17 Parking/MMASC Mtg/James 11/2/17 CalPELRA Conference Registration/James 12/4-8/17 CWEA CSS Workshop/Hunt, Rodriguez 12/6/17 CWEA Membership/Hunt, Irons, Rodriguez Wall Switch Keys- Rec Ctr Floor Scrubber & Buffing Pads- Facilities/Gym Floor Lemon Tree for Sheriff Weibolt's Retirement Canopies/Water/Snacks/Tablecloths- Bonfire 12/1/17 BBQ Electrical Supplies- Fire Fuel-Small Tools/Ice Chest Parts - Fire 2017 Legislative Briefing Webinar - Romero 11/16/17 Travel/Lodging/Drum 10/21 OES Reimbursable Laptop/Fire Station- JAC Reimbursable Oil Change - Fire Staff Vehicle Parking/OPR Workshop-Viglione 10/24/17 Image Requests - Nov '17 | 180.00 284.59 25.00 232.29 218.00 486.99 157.76 41.13 12.00 2.00 670.00 250.00 540.00 51.07 1,706.72 29.95 413.51 73.36 155.34 25.00 196.20 1,274.30 58.19 2.00 8.00 | 7,093.40 |
| 8879 | Dec19 17 | Vantage Point Transfer Agents-457 | 12/20/2017 | ICMA Deferred Compensation Pay Period Ending 12/19/17 | 580.77 | 580.77 |
| 8880 | 9797412313 | Verizon Wireless | 12/20/2017 | Modems- Cardiac Monitors - 11/4/17-12/3/17 | 14.06 | 14.06 |
| 8881 | 71662979 71671555 71671556 71672784 71675236 | Vulcan Materials Company | 12/20/2017 | Asphalt Asphalt Asphalt/SS1H 4.5 Gallon Bucket Asphalt Asphalt/SS1H 4.5 Gallon Bucket | 224.93 95.84 178.34 138.00 176.58 | 813.6 |
| 8882 | Jan-Jun 18 | Wright, Nancy | 12/20/2017 | Retiree Health Benefit - Jan'18-Jun'18 | 998.04 | 998.04 |
| | | | | | 495,077.22 | 495,077.22 |

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.D
Mtg. Date January 16, 2018
Dept. Public Works

Item Title: Denial of Claim

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

Recommendation:

That the City Council denies a claim submitted by Amil Hagsufi.

Item Summary:

On October 10, 2017, the City of Lemon Grove received a timely submitted claim from Teresa Trucchi, Esq. with Suppa Trucchi & Jenein LLP on behalf of Amil Hagsufi. After reviewing and investigating the claim, staff recommends that it is denied.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

None.

**LEMON GROVE SANITATION DISTRICT
AGENDA ITEM SUMMARY**

Item No. 1E
Mtg. Date January 16, 2018
Dept. Public Works

Item Title: **Approve an Agreement with Dexter Wilson Engineering, Inc. to Conduct an Evaluation of the Lemon Grove Sanitation District's Permanent Meter Locations and Interconnections**

Staff Contact: Mike James, Assistant City Manager / Public Works Director and Tim Gabrielson, District Engineer

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement with Dexter Wilson Engineering, Inc. to conduct an evaluation of the Lemon Grove Sanitation District's permanent meter locations and interconnections.

Item Summary:

In 2016, the Lemon Grove Sanitation District (District) contracted with Dexter Wilson Engineering, Inc. (DWE) to create a Sanitary Sewer Master Plan (Master Plan) study. The purpose of the Master Plan is to serve as a planning document to evaluate the capacity of the existing collection system, determine improvement needs under future build-out conditions, develop Capital Improvement Programs (CIP) for the short-term (5 years) and long-term (20 years) based on those needs and model future program needs while performing on-going inspection, maintenance and video recording of the entire sewer collection system.

The final completed Master Plan, dated August 31, 2017, was presented to the District and the District's staff outlining the systems maintenance and repair needs. Additionally, the Master Plan recommended that the District reconcile EDUs and sewer connection points between the cities of San Diego and La Mesa. Staff believes that retaining DWE for this evaluation is ideal as they are already familiar with and have access to the District's most recent documents and system data. The staff report (**Attachment A**) provides a conclusion to the District staff recommendation.

Fiscal Impact:

\$70,000 and programmed in the Sanitation District Budget (16-7750).

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- | | |
|-----------------|---------------|
| A. Staff Report | B. Resolution |
|-----------------|---------------|

LEMON GROVE SANITATION DISTRICT STAFF REPORT

Item No. 1.E

Mtg. Date January 16, 2018

Item Title: Approve an Agreement with Dexter Wilson Engineering, Inc. to Conduct an Evaluation of the Lemon Grove Sanitation District's Permanent Meter Locations and Interconnections

Staff Contact: Mike James, Assistant City Manager / Public Works Director and Tim Gabrielson, District Engineer

Discussion:

In 2016, the Lemon Grove Sanitation District (District) contracted with Dexter Wilson Engineering, Inc. (DWE) to create a Sanitary Sewer Master Plan (Master Plan) study. Based on recommendations within the Master Plan, specifically the Executive Summary and Chapters 3 and 4, the District finds it necessary to reconcile EDUs with adjacent districts by conducting an evaluation of the permanent meters and interconnections. DWE has tremendous knowledge and expertise in matters involving the District's wastewater systems and has already demonstrated a good working relationship with District staff. Additionally, DWE was already identified as the District's subject matter expert and representative on the San Diego Metro Wastewater Technical Advisory Committee (Metro TAC) and Joint Powers Authority (Metro JPA). With the prior knowledge of the District's involvement with Metro TAC/JPA and having recently completed the Master Plan update, DWE is the single point of contact that already has the historical knowledge of the District and its facilities.

The City's purchasing ordinance (LGMC 3.24.070) authorizes the District Board the authority to select professionals based on the professional qualifications necessary for the satisfactory performance of the service required, on demonstrated competence, and on a fair and reasonable price consistent with Government Code Section 4526. While it is normally a standard practice to seek at least three proposals for the professional service needed, the purchasing officer (i.e. Executive Director) may waive the requirements for solicitation of multiple proposals if one individual or firm can provide the professional services. Dexter Wilson Engineering, Inc. has proven that it has the professional ability, knowledge and prior experience performing like services and as such staff believes all desired tasks needed to perform the master plan update will be accomplished by Wilson Engineering.

With staff's direction, Wilson Engineering prepared a proposal (**Attachment B – Exhibit 1**) to conduct an evaluation of the Lemon Grove Sanitation District's permanent meter locations and interconnections. The bullet points listed below outline key elements of the proposal that staff felt important to highlight:

1. Scope of Services: Five tasks that include compiling available background information for pipelines of existing meter locations, preparing/reviewing scattergraphs of each meter location from existing ADS data to evaluate potential system conditions which may impact meter readings, identify locations to install temporary meters, prepare recommendations for each meter, assisting District staff to verify EDU interconnections with adjacent cities and the County.
2. Duration: The minimum time to complete all tasks is 12 weeks from contract execution.
3. Project Cost: The total cost will not exceed \$70,000 which includes the project cost estimate of \$60,365 including an available contingency for any unforeseen field issues.

Attachment A

Conclusion:

That the District Board adopts a resolution (**Attachment B**) approving an agreement with Dexter Wilson Engineering, Incorporated to conduct an evaluation of the Lemon Grove Sanitation District's permanent meter locations and interconnections.

Attachment B

RESOLUTION NO. 2018 -

RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE SANITATION DISTRICT APPROVING AN AGREEMENT WITH DEXTER WILSON ENGINEERING, INCORPORATED TO CONDUCT AN EVALUATION OF THE LEMON GROVE SANITATION DISTRICT'S PERMANENT METER LOCATIONS AND INTERCONNECTIONS

WHEREAS, in 2016, the District contracted with Dexter Wilson Engineering, Inc. to create a Sanitary Sewer Master Plan (Master Plan) study; and

WHEREAS, there is a current need to perform an update to the master plan that will re-evaluate current sewer capacities, determine improvements needed, develop a capital improvement program that provides for a reliable and economic sewer collection system, and develop future program needs for optimum maintenance and operation; and

WHEREAS, in order to complete this evaluation in an economically efficient process the expertise of a consulting firm that possess the knowledge, skills and abilities to evaluate and monitor sanitary sewer flows between sanitation districts will be needed; and

WHEREAS, Dexter Wilson Engineering, Incorporated was identified by district staff as a consulting firm that has a positive experience in performing such evaluations and monitoring in close work with the district engineer and his staff; and

WHEREAS, after evaluating the proposal, district staff determined that Dexter Wilson Engineering, Incorporated has the professional experience and competency to successfully evaluate the District's permanent meter locations and interconnections.

NOW, THEREFORE, BE IT RESOLVED that the District Board of the Lemon Grove Sanitation District hereby:

1. Approves an agreement (Exhibit 1) with Dexter Wilson Engineering to conduct and evaluation of the Lemon Grove Sanitation District's permanent meter locations and interconnections; and
2. Authorizes the Executive Director, or her designee, to execute and manage the agreement.

/////
/////

Attachment B – Exhibit 1

**AGREEMENT
BY AND BETWEEN
THE LEMON GROVE SANITATION DISTRICT
AND
Dexter Wilson Engineering, Inc.**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the LEMON GROVE SANITATION DISTRICT, a municipal corporation (the "DISTRICT"), and Dexter Wilson Engineering, Inc., a sanitary engineering firm (the "CONTRACTOR").

RECITALS

WHEREAS, the DISTRICT desires to employ a CONTRACTOR to provide sanitary engineering consulting services to conduct an evaluation of the Lemon Grove Sanitation District's Permanente Meter Locations and Interconnections.

WHEREAS, the DISTRICT has determined that the CONTRACTOR is a sanitary engineering firm and is qualified by experience and ability to perform the services desired by the DISTRICT, and the CONTRACTOR is willing to perform such services.

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

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

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

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth on pages 2-3 of Exhibit "A" (Attached).

The CONTRACTOR shall be responsible for all research and reviews related to the work and shall not rely on personnel of the DISTRICT for such services, except as authorized in advance by the DISTRICT.

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

Attachment B – Exhibit 1

in services, not to exceed the total amount of Fifteen Thousand Dollars (\$15,000) and extend time for completion by more than a total of fifteen (15) days.

3. PROJECT COORDINATION AND SUPERVISION.

Tim Gabrielson and Jeremiah Harrington hereby are designated as the Project Coordinators for the DISTRICT and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Dexter S. Wilson thereby is designated as the Project Director for the CONTRACTOR.

4. COMPENSATION AND PAYMENT. The compensation for the CONTRACTOR 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 on page 6 of Exhibit "A" shall not exceed seventy thousand (\$70,000) (the Base amount) without prior written authorization from the DISTRICT Engineer. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the DISTRICT.

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

5. LENGTH OF AGREEMENT. This agreement will last twelve (12) weeks from the approved and executed date or until all work has been completed by the CONTRACTOR and accept by the DISTRICT, which even occurs first.

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

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

Attachment B – Exhibit 1

The CONTRACTOR agrees that the DISTRICT may use, reuse, alter, reproduce, modify, assign, transfer, or in any other way, medium or method utilize the CONTRACTOR's written work product for the DISTRICT's purposes, and the CONTRACTOR 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 DISTRICT of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the DISTRICT, or for any liability to the DISTRICT should the documents be used by the DISTRICT for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

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

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

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

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, 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

Attachment B – Exhibit 1

regulations of the LEMON GROVE SANITATION DISTRICT, whether now in force or subsequently enacted. The CONTRACTOR, and each of its subcontractors, shall obtain and maintain a current CITY OF LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

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

11. **STANDARD OF CARE.**

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

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

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

12. **NON-DISCRIMINATION PROVISIONS.** The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

Attachment B – Exhibit 1

layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

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

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

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

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subcontractors in the performance of services under this Agreement. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the DISTRICT or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The DISTRICT AND CONTRACTOR expressly agree that any payment, attorney's fees, costs or expense the DISTRICT incurs or makes to or on behalf of an injured employee under the DISTRICT '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.

Attachment B – Exhibit 1

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the DISTRICT 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 DISTRICT or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

Attachment B – Exhibit 1

and approved by the DISTRICT. If the CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the DISTRICT 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 DISTRICT shall, in addition, be limited to the amount of attorney's fees incurred by the DISTRICT 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 DISTRICT. Termination without cause shall be effective only upon 30-day's written notice to the CONTRACTOR. During said 30-day period the CONTRACTOR shall perform all services in accordance with this Agreement. The Contractor may terminate this agreement upon thirty (30) days prior notice in the event of a continuing and material breach by the DISTRICT of its obligations under this Agreement including but not limited to payment of invoices.

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

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

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the DISTRICT, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such

Attachment B – Exhibit 1

documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the DISTRICT by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the DISTRICT all rights set forth in Section 6.

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

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

To the DISTRICT: Lydia Romero, Executive Director
Lemon Grove Sanitation District
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: Dexter S. Wilson, P.E.
Dexter Wilson Engineering, Inc.
2234 Faraday Avenue
Carlsbad, CA 92008

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

21. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONTRACTOR shall not

Attachment B – Exhibit 1

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

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the LEMON GROVE SANITATION DISTRICT Conflict of Interest Code. Specifically, the CONTRACTOR shall:

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

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

22. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

Attachment B – Exhibit 1

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.

Attachment B – Exhibit 1

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

LEMON GROVE SANITATION DISTRICT

DEXTER WILSON ENGINEERING, INC.

(Corporation – signatures of two corporate officers)

(Partnership – one signature)

(Sole proprietorship – one signature)

By: _____
Lydia Romero

By: _____
(Name)

District Manager
(Title)

(Title)

(Date)

(Date)

(Name)

(Title)

(Date)

APPROVED AS TO FORM:

By: _____
James Lough

By: _____
(Name)

District Attorney
(Title)

(Title)

(Date)

(Date)

Attachment B – Exhibit 1

Exhibit 'A'

DEXTER WILSON ENGINEERING, INC.

DEXTER S. WILSON, P. E.
ANDREW M. OVEN, P. E.
STEPHEN M. NIELSEN, P. E.
NATALIE J. FRASCHETTI, P. E.
STEVEN J. HENDERSON, P. E.

December 12, 2017

000-204

Lemon Grove Sanitation District
3232 Main Street
Lemon Grove, CA 91945

Attention: Tim Gabrielson, P.E., Interim City Engineer

Subject: Proposal for Engineering Services to Conduct an Evaluation of the Lemon Grove Sanitation District's Permanent Meter Locations and Interconnections

We are pleased to provide the Lemon Grove Sanitation District with the following proposal for engineering services. The work, as further described in the Scope of Services below, consists of evaluating the potential relocation of the District's four permanent Metro meters and assisting City staff with reconciling interconnections with the City of La Mesa, City of San Diego and the County of San Diego.

This proposal does not include assistance during bidding or construction.

Exhibit "A" provides an estimate of hours by task, and Exhibit "B" provides an estimate of costs by task. We propose to do the work on an hourly rate basis with a cost ceiling for the tasks described of \$60,365. Hourly rates are presented in Exhibit "C".

We will utilize the services of IEC's flow monitoring group for this work. Their proposal is provided in Exhibit "D"

2234 FARADAY AVENUE • CARLSBAD, CA 92008 • (760) 436-4422 • FAX (760) 436-0173

Attachment B – Exhibit 1

Tim Gabrielson, P.E.
December 12, 2017
Page 2

SCOPE OF SERVICES

Dexter Wilson Engineering, Inc. will perform the following tasks:

1. Compile available background information for pipelines of existing meter locations. This proposal assumes surveying and CCTV will be provided by the City, if necessary.
2. Prepare scattergraphs of each meter location from existing ADS data. Review scattergraphs, meter settings, and data quality control with ADS to evaluate potential system conditions which may be impacting meter readings.
3. Identify locations to install temporary meters (in-pipe, not Smart Cover) to confirm existing permanent meter reading locations. Subcontractor IEC to install 8-12 meters for two weeks. Traffic control provided by IEC, as necessary.
4. Prepare recommendation for each meter. Provide conceptual figure of physical improvements and/or relocations and how the Lemon Grove flow formula would be impacted. The detailed design and construction costs associated with these improvements or relocations are outside this scope of work.
5. Assist District and City staff on a time and materials basis to verify the EDU interconnections with the City of La Mesa, City of San Diego, and County of San Diego.

COMPENSATION

Work completed under this contract will be billed on a monthly basis. Fees will be calculated on an hourly rate basis by multiplying the actual hours worked on the job in each classification by the rates in the schedule attached as Exhibit "C." These rates are subject to change in January of each year.

All direct costs will be billed outside the proposed cost ceiling at cost plus 10 percent. Subconsultant invoices will be billed inside the cost ceiling at cost plus 5 percent.

Attachment B – Exhibit 1

Tim Gabrielson, P.E.
December 12, 2017
Page 3

TIME OF PERFORMANCE

All tasks will be performed in a timely manner. We anticipate the minimum time to complete all tasks is 12 weeks from execution of this contract.

COST ESTIMATES

Since the Design Professional has no control over the cost of labor, materials, or equipment, or over the Contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a Design Professional familiar with the construction industry. However, the Design Professional cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the Owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

OWNERSHIP OF ORIGINALS

The Owner acknowledges the Design Professional's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the Owner upon completion of the work. The Owner agrees to hold harmless and indemnify the Design Professional against all damages, claims, and losses, including defense costs, arising out of any reuse of the plans and specifications without the written authorization of the Design Professional.

QUALIFICATIONS

Natalie J. Frascetti will provide the services described above. Ms. Frascetti is a Registered Civil Engineer in California and graduated from the University of Florida with a Bachelor of Science degree in Environmental Engineering Sciences.

Attachment B – Exhibit 1

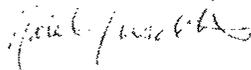
Tim Gabrielson, P.E.
December 12, 2017
Page 4

Steven J. Henderson will assist with the services described above. Mr. Henderson is a Registered Civil Engineer in California and graduated from California State Polytechnic University, Pomona with a Bachelor of Science degree in Civil Engineering.

Thank you for the opportunity to provide a proposal on this project. If this proposal meets your approval, please execute and return an electronic copy for our files or prepare a contract in your format for our signature.

Respectfully submitted,

Dexter Wilson Engineering, Inc.



Natalie Frascchetti, P.E.

NJF:sfg

Attachments

I accept the above proposal and authorize the work described above to be performed.

Lemon Grove Sanitation District

Date

Attachment B – Exhibit 1

Exhibit "A"

Summary of Hours by Task

| Task | Professional | Technical | Clerical | Total |
|--------------|--------------|-----------|-----------|------------|
| 1 | 10 | 4 | 0 | 14 |
| 2 | 40 | 16 | 0 | 56 |
| 3 | 24 | 10 | 0 | 34 |
| 4 | 48 | 40 | 56 | 144 |
| 5 | 34 | 0 | 0 | 34 |
| TOTAL | 156 | 70 | 56 | 282 |

Attachment B – Exhibit 1

Exhibit "B"

Summary of Costs by Task

| Task | Cost, \$ |
|--------------|---|
| 1 | \$2,000 |
| 2 | \$8,000 |
| 3 | Subcontractor (IEC) – \$24,675 DWE – \$4,850 |
| 4 | \$15,840 |
| 5 | \$5,000 |
| TOTAL | \$60,365 |

Attachment B – Exhibit 1

Exhibit "C"

DEXTER WILSON ENGINEERING, INC.

Rate Schedule
Effective January 1, 2017

| CLASSIFICATION | HOURLY RATE |
|--------------------------|-------------|
| Office Personnel: | |
| Planning/Design | |
| Principal Engineer (RCE) | \$210.00 |
| Managing Engineer (RCE) | \$200.00 |
| Project Engineer (RCE) | \$180.00 |
| Senior Engineer (RCE) | \$140.00 |
| Design Engineer (RCE) | \$130.00 |
| Associate Engineer II | \$120.00 |
| Associate Engineer I | \$110.00 |
| Engineering Aide II | \$110.00 |
| Engineering Aide I | \$ 95.00 |
| Drafting/Design | |
| Senior Designer | \$115.00 |
| Senior Drafter | \$105.00 |
| Drafter II | \$ 90.00 |
| Drafter I | \$ 80.00 |
| Clerical | \$ 65.00 |

Attachment B – Exhibit 1

Exhibit "D"

IEC FLOW MONITORING STUDY
FOR
CITY OF LEMON GROVE

Attachment B – Exhibit 1

December 8, 2017

Natalie Frascetti
Dexter Wilson Engineering, Inc.
2234 Faraday Avenue
Carlsbad, CA 92008
760-438-4422

RE: Proposal for a Flow Monitoring Study in the City of Lemon Grove

Dear Ms. Frascetti:

Infrastructure Engineering Corporation (IEC) is pleased to provide Dexter Wilson Engineering Inc. with this proposal for a sewer Flow Monitoring Study within the collection system of the City of Lemon Grove, CA.

PROJECT UNDERSTANDING AND APPROACH

Dexter Wilson Engineering has asked IEC to conduct a Flow Monitoring Study at twelve (12) manhole locations within the City of Lemon Grove's collection system. IEC will install and maintain twelve (12) ISCO 2150 Open Channel flow monitors for a period of fourteen (14) days in sewer lines at the pre-determined manhole locations. Data will be logged at 15-minute intervals to capture level, velocity and flow rate for the duration of the study.

SCOPE OF SERVICES

The following scope of services describes the specific tasks and deliverables that will be performed.

Task 1 - Mobilization and Site-Specific Safety Methodology

IEC will mobilize a field crew and the necessary (CSE) equipment and Traffic Control devices to safely undertake this task. Work will be conducted as per the local, state and federal OSHA standards, which includes a fully functioning tripod, man-rated rescue winch, and a fall protection device. A four (4) gas atmospheric monitor will be deployed for the entire duration of a confined space manhole entry as well as forced air ventilation. IEC personnel will be certified in CSE and utilize the necessary Personal Protective Equipment. IEC will submit an application for a no fee encroachment permit in accordance with the City of Lemon Grove's requirements. Traffic Control set-ups will conform to the standards set forth in the California Manual on Uniform Traffic Control, Part 6. IEC staff will deploy localized traffic control consisting of traffic cones, traffic control signs and electronic strobe lights and arrow boards at the selected manhole locations. A

Attachment B – Exhibit 1

Ms. Natalie Frascetti
Dexter Wilson Engineering
November 14, 2017
Page 2 of 3

standard traffic control plan will be submitted for each manhole location as part of the encroachment permit application.

IEC requests that access to the manhole location be verified prior to mobilization of the field crew.

Task 2 – Installation and Maintenance of Flow Monitoring equipment

IEC will conduct a (CSE) entry at the twelve (12) selected manhole locations to install the flow monitors and sensors. Level, velocity and flow rate data will be stored at 15 minute intervals for the entire flow study. During the installation phase, the field crews will conduct field measurements to compare with the flow monitor readings, any measurements outside of the acceptable limits will be addressed at that time to ensure accuracy. Any errant or questionable data will be scrutinized and corrective action will be taken to troubleshoot and repair the sensors or module to allow accurate and consistent data.

Task 3 – Deliverables and Reporting

IEC will provide all project management, field supervision, field technicians, and equipment for the task. We will perform the installation, maintenance, calibration, data collection, and removal of the sewer flow monitoring equipment during the task.

IEC will collect sewer flow monitoring data at the designated manhole locations. The purpose of this monitoring is to gather flow, level and velocity data to measure the daily flows and characteristics of the sewer lines during the study period.

An IEC data analyst will review the data for quality using IEC's QA/QC procedures. Once all the data has been reviewed and scrubbed it will be compiled in the report to be sent to DWWE.

In addition, IEC will provide Dexter Wilson Engineering with an electronic copy of the final report within twenty-one (21) days of the completion of the flow monitoring study. Data to be presented to Dexter Wilson Engineering will include site location reports for the flow monitoring locations depicting conditions with digital photographs and field findings. Data will be presented in a weekly hydrograph with tabular data containing daily averages, minimums and peaks. IEC will also include excel files for depth, velocity and flow rate for the monitoring points in 15 minute intervals.

SCHEDULE

Once the Notice to Proceed (NTP) is received from Dexter Wilson Engineering, the field work can then be scheduled to meet the client's requirements.

FEE

The proposed fee for this task is as follows:

| | |
|---|-------------|
| A. Mobilization and reconnaissance of manhole locations | \$2,600.00 |
| B. Installation, calibration and service of twelve (12) open channel flow monitors for a fourteen-day study | \$13,500.00 |

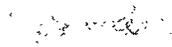
Attachment B – Exhibit 1

Ms. Natalie Frascetti
Dexter Wilson Engineering
November 14, 2017
Page 3 of 3

| | |
|--|--------------------|
| C. Mobilization and removal of flow monitoring equipment | \$3,000.00 |
| D. Data analysis review, report generation and delivery | \$4,400.00 |
| Total | <u>\$23,500.00</u> |

We sincerely appreciate the opportunity to provide this proposal and assist Dexter Wilson Engineering with this project. Please contact me at (858) 437-7223 should you have any questions or need further information.

Sincerely,



George Elaro
Flow Group Services Manager

Cc: Robert Weber, PE

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1F
Mtg. Date January 16, 2018
Dept. Human Resources

Item Title: **2018 Minimum Wage Increase**

Staff Contact: Alicia Hicks, Human Resources Manager

Recommendation:

Adopt a resolution (**Attachment B**) approving the attached proposed salary adjustments to the part – time salary adjustments and authorize the City Manager to implement such changes effective January 1, 2018.

Item Summary:

Staff recommends minimum wage increase to ensure compliance with California Minimum Wage increase as governed by State Law.

Effective January 1, 2018, minimum wage increased from \$10.50 hourly to \$11.00 hourly. The proposed salary recommendations are based on requirements by State Law. Additionally, each step thereafter will maintain a five percent differential between salary steps.

Fiscal Impact:

The total projected annual cost to the City will be approximately \$8,019.47, based on an average of 10 hourly extra help employees impacted by the minimum wage increase.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Office Aid and Recreation Leader I - Salary Table
- B. Resolution

Attachment A

Office Aide Salary Table

Recreation Leader I Salary Table

| | | | | | | | |
|-----|---------------------|----------------------|-------|-------|-------|-------|-------|
| 0.8 | OFFICE AIDE | Hourly/Extra Help | 11.37 | 11.94 | 12.54 | 13.16 | 13.82 |
| 10 | RECREATION LEADER I | Hourly/Extra Help | 11.00 | 11.55 | 12.13 | 12.73 | 13.37 |

RESOLUTION NO. 2018-

RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING
THE STATE MINIMUM WAGE INCREASES 2018

WHEREAS, the FY 17-18 General Fund budget funds positions that require adherence to the new minimum wage increase; and

WHEREAS, this wage modified will affect the part-time salary schedule to include the positions of Recreation Leader I and Office Aide; and

WHEREAS, this increase will also effect the salary steps for these part-time positions;
and

WHEREAS, to the City must comply with the State approved minimum wage law.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby approves the wage increases for the part-time salary schedule to the State minimum wage increase for 2018.

//////

//////

**LEMON GROVE SUCCESSOR AGENCY
AGENDA ITEM SUMMARY**

Item No. 1.G
Mtg. Date January 16, 2018
Dept. Finance

Item Title: **Recognized Obligation Payment Schedule (July 1, 2018– June 30, 2019)**

Staff Contact: Lydia Romero, City Manager

Recommendation:

Approve the Recognized Obligation Payment Schedule (ROPS) for the period of July 1, 2018 through June 30, 2019 (ROPS 2018-19).

Item Summary:

The purpose of this agenda item is to present the ROPS 2018-19 for approval by the Successor Agency Board.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Recognized Obligation Payment Schedule (July 1, 2018– June 30, 2019)

Attachment A

LEMON GROVE SUCCESSOR AGENCY STAFF REPORT

Item No. 1.G

Mtg. Date January 16, 2018

Item Title: **Recognized Obligation Payment Schedule (July 1, 2018 – June 30, 2019)**

Staff Contact: Lydia Romero, City Manager

Discussion:

The State requires all Successor Agency Oversight Boards to approve the Recognized Obligation Payment Schedule for the period of July 1, 2018 to June 30, 2019 (ROPS 2018-19) by February 1, 2018. In order to meet that deadline, staff presents the ROPS 2018-19 to the Lemon Grove Successor Agency Board for consideration prior to the February 1st deadline. After Successor Agency consideration, the Oversight Board will consider adopting a resolution approving the ROPS 2018-19 and authorizing Successor Agency staff to submit the document to the County of San Diego, the State of California Department of Finance, and the State Controller's Office for review and approval. The purpose of this agenda item is to present the ROPS 2018-19, for consideration.

The ROPS 2018-19 document includes the following:

- A summary detailing the amount requested;
- ROPS detail for the period July 1-June 30, 2019;
- Cash balances information; and
- A notes page.

Overall, the ROPS identifies a total of \$1,932,090 in expenditures between July 1, 2018 and June 30, 2019.

The following subsections provide information about the expenditures identified in the ROPS 2018-19.

Bond Debt Service (line 2, 3 & 27)

- During the ROPS 2018-19 period, debt service payments are due for the 2007, 2010, and 2014 Tax Allocation Bonds. The payment of \$1,752,090 will be made from the RPTTF.

Miscellaneous

In addition, the following items are identified in the ROPS 2018-19:

- (Line 14) Administrative Allowance (\$80,000) – this reflects staff time and other administrative costs in administering the Successor Agency and is paid from RPTTF monies on a hierarchy basis.
- (Line 16) City Loan (\$3,654,461) – this is an accumulation of cash flow loans made to the Redevelopment Agency since its inception. The City and State were in disagreement over the repayment of a portion of the loan in 2012. The City eventually paid back the State in December 2015. This allowed the City to submit the loans for repayment in the ROPS process. The Department of Finance has not reviewed the City's documentation for this loan and a successful State review will depend on the detailed documentation that the City can produce.

Attachment A

Fiscal Analysis

In total, there are \$26.6 million in outstanding Agency obligations. All of which will be funded with RPTTF. This includes bond debt service (\$23 million), City loans to the former Agency (\$3.6 million), and ongoing administrative costs (\$80,000).

Conclusion:

Staff recommends that the Successor Agency Board approve and forward the ROPS 2018-19 to the Oversight Board.

Lemon Grove Recognized Obligation Payment Schedule (ROPS 18-19) - Report of Cash Balances
July 1, 2015 through June 30, 2016
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see [[INSERT URL LINK TO CASH BALANCE TIPS SHEET](#)]

| A | B | C | D | E | F | G | H | I | |
|---|--|--|---|---|--|------------------------------------|---------------------------|-----------------|--|
| | | Fund Sources | | | | | | | |
| | | Bond Proceeds | | Reserve Balance | | Other | RPTTF | | |
| | Cash Balance Information for ROPS 15-16 Actuals (07/01/15 - 06/30/16) | Bonds issued on or before 12/31/10 | Bonds issued on or after 01/01/11 | Prior ROPS period balances and DDR RPTTF balances retained | Prior ROPS RPTTF distributed as reserve for future period(s) | Rent, grants, interest, etc. | Non-Admin and Admin | Comments | |
| 1 | Beginning Available Cash Balance (Actual 07/01/15) | | | | | | (1,631,674) | | |
| 2 | Revenue/Income (Actual 06/30/16) RPTTF amounts should tie to the ROPS 15-16 total distribution from the County Auditor-Controller during June 2015 and January 2016. | | | | | 2,250 | 2,432,368 | | |
| 3 | Expenditures for ROPS 15-16 Enforceable Obligations (Actual 06/30/16) | | | | | | 1,995,562 | | |
| 4 | Retention of Available Cash Balance (Actual 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s) | | | | | | 436,804 | | |
| 5 | ROPS 15-16 RPTTF Balances Remaining | No entry required | | | | | | | |
| 6 | Ending Actual Available Cash Balance (06/30/16) C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5) | \$ - | \$ - | \$ - | \$ - | \$ 2,250 | \$ (1,631,674) | | |

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 2
Mtg Date January 16, 2018
Dept. Public Works

Item Title: **Adopt-A-Park Program**

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

Recommendation:

That the City Council receive the report and provide direction to staff.

Item Summary:

In 2017, the City Council expressed an interest in learning more about implementing an Adopt-A-Park program in the City. Staff conducted research in the County as well as outside of the County to learn additional information about how an Adopt-A-Park program may be started, what are the benefits and drawbacks of a program, what are some of the costs to manage the program, and if there is any feedback from participating Cities about the program.

The staff report (**Attachment A**) provides specific responses to each of those questions and the report concludes with a request from the City Council to provide direction to implement the program or consider other alternatives.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 2

Mtg. Date January 16, 2018

Item Title: **Adopt-A-Park Program**

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

Discussion:

In 2017, the City Council expressed an interest in learning more about implementing an Adopt-A-Park program in the City. Staff conducted research in the County as well as outside of the County to learn additional information about how an Adopt-A-Park program may be started, what are the benefits and drawbacks of a program, what are some of the costs to manage the program, and if there is any feedback from participating Cities about the program. The remaining portion of this staff report provides additional information regarding:

- What is an Adopt-A-Park program,
- What local cities have a program,
- What are the benefits and drawbacks of having a program, and
- What resources are needed to start and maintain a program.

Adopt-A-Park Program:

A supplemental program designed to assist a City by having an outside non-political organization, corporation, or group clean a City park. Typically, the group will agree to pick up litter in a park for a set period to time. The group performs the work with minimum City staff supervision which allows the group to work responsibility on its own timeline. Staff may also provide equipment and supplies to assist the group.

Most programs require an application that is submitted to the City. An application may include the park that is desired to be cleaned, the group's name (with leaders identified) and contact information, liability waivers, safety requirements, volunteer expectations, notification process to the City, and insurance requirements. Lastly, programs in place will typically recognize the group with a sign showing the group that is volunteering to clean the park.

San Diego County Program:

While referencing cities websites, there are two programs in place in the County – the City of Chula Vista and the City of Poway. Other than those two references, there are no other formal programs in place in the County.

In looking at other cities in the State there are number of programs that are in place that include Arcata, Chino Hills, Glendora, Napa, Redding, Riverside, San Bruno, San Carlos, San Jose, Torrance, West Covina, and Yuba City.

Attachment A

When comparing each program definition, benefits and drawbacks, the general philosophy of each program is consistent regardless what City is hosting the program.

Benefits and Drawbacks of the Program:

The benefits of implementing an Adopt-A-Park program include supplementing City forces by cleaning a park for a set amount of time, increasing community involvement to enhance the City's resources, provide volunteering opportunities to multiple groups that may not otherwise exist, and provides more freedom in planning to the selected group so it can clean at its own schedule.

The drawbacks of an Adopt-A-Park program include liability exposure (e.g. injuries to volunteers) by having a volunteer perform cleaning tasks, additional work to monitor the program by an already limited number of Community Services staff, and there is no method in place to hold a volunteer group accountable to clean after they start the program.

Resources to Start and Maintain the Program:

In order to start an Adopt-A-Park program, the majority of the tasks will focus on establishing the program rules to participate, creating an application coupled with the City's existing liability waiver and insurance requirements, and allocate current staff time to oversee the program, select volunteers, and also verify that all work is performed in a timely and thorough standard. Initial marketing of the program will also be required to advertise its availability to the public as well as the continuous monitoring moving forward.

Maintaining the program will require minimal staff involvement after the initial startup process. Staff envisions checking with groups to determine if they have the materials and supplies that they need to perform the cleanup work. The materials and supplies to clean the parks will likely not change from what is currently being performed by City staff. The biggest challenge that staff envisions to maintaining the program is keep the groups actively involved to make sure that they keep up with their obligation during the entire term of the program. Signage costs that recognize each group will also be a maintenance task but the costs will be minimal, yet they will have to be created moving forward. For example, for six parks in the City. The cost for one sign is approximately \$50 per park which will at least equal \$300 for the initial purchase.

If the City Council directed staff to implement an Adopt-A-Park program it could be performed and implemented with the Fiscal Year 2018-2019 year. The biggest concern that staff has allocating limited staff to create and manage the program long term. While it may be very popular when it begins, to continue to the program when no groups volunteer will make the program obsolete. And that is the single largest concern that other cities with this type of program have after the program is implemented.

Conclusion:

That the City Council receive the report and provide direction to staff.

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 3
Mtg. Date January 16, 2018
Dept. City Manager's Office

Item Title: **ORDINANCE ADDING CHAPTER 2.36 (PLANNING COMMISSION) TO THE LEMON GROVE MUNICIPAL CODE**

Staff Contact: Lydia Romero, City Manager
James P. Lough, City Attorney

Recommendation:

Introduce Ordinance No. 448 (**Attachment B**) adding Chapter 2.36 (Planning Commission) to the Lemon Grove Municipal Code. .

Item Summary:

This Ordinance adds Chapter 2.36 to the Lemon Grove Municipal code. Once the Ordinance is effective (adopted plus thirty days), the Planning Commission is established. Further ordinance changes will be needed to clarify the role of the Commission and the breadth of its authority. In addition, specific costs related to implementation and staffing will need to be brought back to the City Council at its February 20, 2018 for consideration.

Fiscal Impact:

Approximately \$45,000.00 per year in staff costs. Staff estimates approximately 60 percent of this expense will be reimbursable. This number will be refined further.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting | |

Attachments:

- A. Staff Report
- B. Ordinance No. 448

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 3

Mtg. Date January 16, 2018

Item Title: **ORDINANCE ADDING CHAPTER 2.36 (PLANNING COMMISSION) TO THE LEMON GROVE MUNICIPAL CODE**

Staff Contacts: Lydia Romero, City Manager

James P Lough, City Attorney

Background:

On December 5, 2017, the City Council gave direction to Staff to bring back legislation to reinstitute the Planning Commission. Currently, the City Council is the official “planning agency” of the City. State Planning Law allows the Council to establish a Planning Commission to hear appeals of land use matters and to recommend changes in the General Plan to the City Council. Once effective, this Ordinance allows the City Council to appoint five citizens of the community to serve as unpaid volunteers for staggered terms of office.

Analysis:

Ordinance No. 448 adds a new Chapter to the Lemon Grove Municipal Code. Chapter 2.36 (Planning Commission) establishes a Planning Commission to hear land use and planning matters on appeal from a staff determination or as the first approval body. LGMC Chapter 17 will need to be amended to provide for this additional land use process.

Creation and Appointment:

Section 2.36.010 creates the Planning Commission as the “planning agency” authorized by state law. It is recommended that the Commission have five members, which is the minimum allowed by law. The Council is required to make the appointment of members who are registered voters and residents in the City of Lemon Grove.

Terms of Office:

The initial appointments will be for staggered terms so that no more than two commissioner terms will expire in the same year. 2.36.030 sets the term of office at four years, expiring on June 30th. Initially, two Commissioners will be appointed for a four-year term. The other three commissioners will be appointed for one, two and three-year initial terms. The Council can adjust the terms so that at least one commissioner term expires at the end of each fiscal year. Thereafter, all commissioners will serve full four-year terms. Vacancies prior to the expiration of a term can be made by the Council to fill the remainder of the unexpired term. If an appointment is not made prior to the expiration of a term of office, the officeholder will serve until her successor is appointed and qualified.

Ethics:

Each commissioner must be a resident and registered voter in the City of Lemon Grove. Within thirty days of assuming office, commissioners must file a full Conflict of Interest Form (Form 700)

Attachment A

for the California Fair Political Practices Commission ("FPPC"). Thereafter, they must file an annual update 700 Form. If they have a conflict of interest under the FPPC rules, they must abstain from any participation in the conflicted item. Campaign contributions to appointed Planning Commissioners trigger the conflict rules. Common law conflict ("bias") rules apply to commissioners as do the anti-contracting rules under Government Code Section 1090. The Commissioners cannot hold another office where the duties are incompatible with the office of Planning Commissioner. In the past, the California Attorney General has opined that a sitting school board member with overlapping jurisdictional boundaries cannot simultaneously serve as a Planning Commissioner. The same restriction would likely apply to a sitting Board Member of the local water district.

Powers and Duties:

The Planning Commission, under state law, is the City's planning agency. The Government Code places the following responsibilities on a Planning Commission:

65103. Each planning agency shall perform all of the following functions:

- (a) Prepare, periodically review, and revise, as necessary, the general plan.
- (b) Implement the general plan through actions including, but not limited to, the administration of specific plans and zoning and subdivision ordinances.
- (c) Annually review the capital improvement program of the city or county and the local public works projects of other local agencies for their consistency with the general plan, pursuant to Article 7 (commencing with Section 65400).
- (d) Endeavor to promote public interest in, comment on, and understanding of the general plan, and regulations relating to it.
- (e) Consult and advise with public officials and agencies, public utility companies, civic, educational, professional, and other organizations, and citizens generally concerning implementation of the general plan.
- (f) Promote the coordination of local plans and programs with the plans and programs of other public agencies.
- (g) Perform other functions as the legislative body provides, including conducting studies and preparing plans other than those required or authorized by this title.

Typically, a Planning Commission reviews land use legislation and makes recommendations to City Council for large policy and development projects such as zoning ordinances, both text and map changes, General and Specific Plan amendments and major subdivisions with five lots or units or more. For some quasi-judicial matters, such as Temporary or Minor Use Permits, it is the approving body for the City. At present, hearings for Conditional Use Permits and Variances are heard by the City Council. Once the Planning Commission is established these hearings will first be conducted by the Planning Commission with the ability to appeal to the City Council. The rest

Attachment A

will automatically be sent to the City Council with the Planning Commission adopting a Council recommendation rather than a final decision.

The language of the proposed Section 2.36.060 states that the Planning Commission hears all appealable decisions as follows:

Notwithstanding any other provision to the contrary, the Planning Commission shall be the initial appeal body for all appealable staff decisions under Lemon Grove Municipal Code Titles 15 (Buildings and Construction), 16 (Subdivisions), 17 (Zoning) and 18 (Citywide Regulations).

This Ordinance applies general rules to the appellate process.

The City Council will need to decide if Conditional Use Permits can be granted by the Planning Commission and only be subject to appeal to the Council. If adopted with no other changes to the code, the City Council will still be the final arbiter of CUPs after it receives a recommendation from the Planning Commission.

Organization and Administrative Issues:

Ordinance No. 448 establishes governance procedures that require the Commission to follow applicable state planning procedures and open meeting rules. The Government Code provides some guidance for the operation of the Commission. LGMC 2.36.080 allows the Commission to adopt its own operating procedure. If they do not adopt a rule to cover a particular situation, it can rely on the City Council rules in Title 2 of the LGMC. Any rules the Planning Commission adopts must be consistent with the LGMC and State law.

Under this recommended Ordinance, the Planning Commissioners do not get paid a per meeting stipend. However, training costs and expenses can be paid if authorized by the City Council.

Commissioners will vacate their office if they have three consecutive unexcused absences. (LGMC Section 2.36.090.) A forfeiture of office will be filled by the Council using the normal appointment process to fill the unexpired term.

Section 2.36.100 sets decorum rules. In absence of a vote of the Commission, the Chair will have the authority to control the meeting if they do so in a manner consistent with law.

Lemon Grove relocation appeals board:

Each jurisdiction with the power of eminent domain must have an appeals board that allows a displaced property owner to challenge the amount of relocation benefits paid by the jurisdiction (City). The only times this procedure was ever used in Lemon Grove was by the former Redevelopment Agency for the realignment and the Home Depot projects. It is extremely unlikely that the City will ever need to use this procedure. However, the entity should be put in place to comply with law if it is ever needed.

Attachment A

Environmental Impact:

This Ordinance is not a project as defined under the California Environmental Quality Act. There are no physical changes made to the environment by this Agenda item.

Costs

Staff estimates that the cost per Planning Commission item is approximately \$4,000.00 and estimates 12 items per year on average based on an average over the last two and one-half years. This includes staff costs for Planning Commission training, project inquiries from the general public, applicants and Planning Commissioners, interdepartmental coordination, staff reports, presentations, environmental review, public noticing, agenda preparations and setup, public hearing preparation and the preparation of minutes. In total, approximately \$45,000.00 per year is estimated in staff time and costs. Staff estimates approximately 60 percent of this expense will be reimbursable. At this time, staff estimates an additional 10 to 30 hours of additional staff time would be needed to support the Planning Commission meetings. Staff will provide the City Council with a more refined cost estimate and staffing impact.

Conclusion:

Staff recommends that the City Council introduce Ordinance No. 448 by title and set the matter for adoption at the next regular city Council meeting. Further, that the City Council authorize publication of a summary of the Ordinance in a newspaper of general circulation. It is also recommended that the City Council give feedback on the scope of authority of the Planning Commission to assist Staff in determining future ordinance changes to complete the process.

ATTACHMENT B

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, ADDING CHAPTER 2.36 (PLANNING COMMISSION) TO THE LEMON GROVE MUNICIPAL CODE

WHEREAS, the City Council of the City of Lemon Grove has determined to reestablish the Planning Commission to act as the Planning Agency for the City pursuant to California Government Code Section 65101; and

WHEREAS, the Planning Commission shall have five Lemon Grove residents who are registered voters as members for terms of office as specified herein; and

WHEREAS, the Planning Commission shall have the legal authority to review, approve and recommend matters as herein allowed in a manner consistent with the California Local Planning laws; and

WHEREAS, the City Council finds that the Planning Commission shall also serve as the Lemon Grove relocation appeals board.

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

Section 1. The foregoing recitals are true and correct.

Section 2. This Ordinance adds Chapter 2.36 (Planning Commission) as fully set forth in Attachment C, which is fully incorporated herein by reference.

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Attachment B

Section 3. This Ordinance shall be effective thirty (30) days following its adoption. Within fifteen (15) days following its adoption, the City Clerk shall publish the title thereof, as a summary as required by state law.

INTRODUCED by the City Council on January 16, 2018. **PASSED AND ADOPTED** by the City Council of the City of Lemon Grove, State of California, on _____ by the following vote:

AYES:

NOES:

ABSENT:

Racquel Vasquez, Mayor

Attest: _____

Susan Garcia, City Clerk

Approved as to form:

James P. Lough, City Attorney

Lemon Grove Municipal Code Chapter 2.36 – Planning Commission

2.36.010 - Creation—Members—Vote.

Pursuant to the provisions of California Government Code Section 65101, as amended, the Lemon Grove Planning Commission (“Planning Commission”) is hereby created and established to consist of five members. All members shall be resident electors of the city. Each member shall be entitled to vote on matters before the Commission.

2.36.020 - Appointment.

The members of the Planning Commission shall be appointed by the City Council.

2.36.30 - Terms of office.

The term of office for each member shall be four years, which term shall commence on July 1 and terminate on June 30, four years thereafter. Members' terms shall be maintained so that no more than two terms shall expire in any given year.

The initial five members shall assume office when they are appointed and qualified for office. The initial appointments shall be of two members for full terms of four years. The other three initial appointments will be made for partial terms of one, two and three years respectively allowing for staggered terms. The Council shall lengthen or shorten the initial terms so that each term expires on June 30.

2.36.040 - Filling vacancies.

Each vacancy on the Planning Commission shall be filled for the unexpired portion of the term vacated in the manner set forth in Sections 2.36.020 and 2.36.030.

2.36.050 - Expiration of term.

In the event the reappointment in the manner set forth in Section 2.60.020 is not made upon the expiration of a term of office, a member shall continue in office until reappointment or until his successor is appointed and qualified.

2.36.060 – Ethics and Statement of economic interests.

Each appointee shall comply with the provisions of the Conflict of Interest Code of the City of Lemon Grove and the California Political Reform Act of 1974, as amended. Planning Commissioners shall abstain from any participation in matters in which they have a conflict of interest as determined by law.

2.36.060 - Powers and duties.

The Planning Commission shall have, and is hereby vested with all the powers and duties provided by said act and amendments thereto, and such other powers and duties as may be conferred upon the Planning Commission by all laws of the State of California and the City Council. The Planning Commission shall follow the Ralph M. Brown Act Open Meeting Law when holding its meetings. It shall draft and administer the Lemon Grove General Plan in a manner consistent with State Planning laws and regulations. Notwithstanding any other provision to the contrary, the Planning Commission shall be the initial appeal body for all appealable staff decisions under Lemon Grove Municipal Code Titles 15 (Buildings and Construction), 16 (Subdivisions), 17 (Zoning) and 18 (Citywide Regulations). The City Council shall hear appeals from Planning Commission decisions.

2.36.070 – Travel and Training Expenses.

All members shall be paid such allowance for travel and training expenses incurred in their attendance of City Council authorized travel and training.

2.36.080 - Organization—Rules and procedures.

Pursuant to California Government Code Section 65103, the Planning Commission shall establish such rules, regulations, and procedures not inconsistent with this chapter for the transaction of business and shall keep a public record of its resolutions, transactions, findings and determinations. The Commission may adopt its own procedures in a manner that do not conflict with the Lemon Grove Municipal Code or applicable California laws and regulations. In the absence of any adopted procedures, the Planning Commission shall follow the procedures established for the City Council under Lemon Grove Municipal Code Chapter 2.14, as applicable.

2.36.090 - Absence from meetings.

If any member of the Planning Commission absents himself from three consecutive regular meetings of the Planning Commission without permission secured before the third meeting or absence granted by the vote of not less than three members of the Commission, his office shall become vacant, and shall be filled as any other vacancy as provided for herein.

2.36.100 - Decorum at meetings.

Members of the Commission and persons in attendance at meetings of the Commission shall conduct themselves in an orderly manner and in compliance with the Commission's rules or, in the absence of such rules, with the rulings of the presiding officer respecting applause, noise making, and conduct.

2.36.110 – Lemon Grove relocation appeals board.

The planning commission shall also act as the "Lemon Grove relocation appeals board" and shall have the power when it acts in that capacity as provided by the by-laws for the relocation appeals board and shall carry out its duties and obligations pursuant to said by-laws. Said by-laws shall be adopted at the first

meeting of the Planning Commission acting as the relocation appeals board and shall not thereafter be amended without the prior approval of the City Council.

| Per Item Costs | DSD | AP | CC | CE | FM | |
|---------------------------------------|--------------|--------------|-------------|-------------|-------------|--------------|
| Planning Commission Questions | | 2 | | | | |
| Project Inquiries | | 1 | 4 | | | |
| Interdepartment Coordination | | 0.5 | 2 | 0.5 | 0.5 | 0.5 |
| Staff Report | | 1 | 8 | 0.25 | | |
| Powerpoint Presentation and Practice | | 1 | 4 | 0.5 | | |
| Environmental Review | | 1 | 5 | | | |
| Public Noticing | | 1 | 2 | 0.5 | | |
| Agenda Preparation | | 0.25 | 0.25 | 1 | | |
| Public Hearing Preparation | | 1 | 2 | 1 | | |
| Public Hearing | | 2 | 2 | 2 | 2 | 2 |
| Prepare Minutes | | 0.5 | 0.5 | 2 | | |
| Total | | 11.25 | 29.75 | 7.75 | 2.5 | 2.5 |
| x 12 items per year | | 135 | 357 | 93 | 30 | 30 |
| Planning Commission Training per year | | 40 | | | | |
| Total Hours | | 175 | 357 | 93 | 30 | 30 |
| Staff Hourly Bill Rate | \$ 73.00 | \$ 47.00 | \$ 59.00 | \$ 210.00 | \$ 95.00 | Total Costs: |
| total Cost per staff member | \$ 12,775.00 | \$ 16,779.00 | \$ 5,487.00 | \$ 6,300.00 | \$ 2,850.00 | \$ 44,191.00 |

DSD - Development Services Director

AP - Assistant Planner

CC - City Clerk

CE - City Engineer

FM - Fire Marshal

4 items will not be reimbursable:

General Plan Annual Progress Report and Capital Improvement Program

Estimate two additional planning policy or zoning ordinance amendment unrelated to a project

City Clerk Rate is an estimate only