



**City of Lemon Grove
City Council Regular Meeting Agenda
Tuesday, December 15, 2020, 6:00 p.m.**

MEETING LINK:

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

Meeting Access ID: 619-825-3800

Password: 6198253800

City Council

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

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

Public Participation

In accordance with Executive Orders N-25-20, N-29-20 and N-35-20 paragraph 3, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of Coronavirus known as COVID-19, the Regular Meeting of the City Council scheduled for Tuesday, December 15, 2020, at 6:00 p.m. will be a virtual meeting – audio only.

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

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

1. Listen to audio live via zoom
2. Written Public Comment: Which will be accepted by email with the subject line PUBLIC COMMENT ITEM #___. Email to the Deputy City Clerk amalone@lemongrove.ca.gov prior to the meeting. The deadline for the public comment to be submitted is **Monday, December 14, 2020 at 5:00 p.m.** Any comment received after the deadline will not be read at the meeting, but will be maintained in the record.

Join the Meeting Via Computer or Handheld Device

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

Prerequisites

- Each meeting has a **Meeting Access ID** (619-825-3800) and **Password** (6198253800) that will be required to join a Zoom meeting.
- [Sign up](#) for eNotification to be notified for upcoming City meetings. The email notifications will include the Meeting ID and Password.
- Meeting will be Audio only for all participants.

1. Open the Zoom desktop client
2. Join a meeting using one of the following methods:
 - Click [Join a Meeting](#) if you want to join in without signing in.
 - [Sign in](#) to Zoom then click join.
3. Enter the Meeting ID number **619 825 3800** and your display name.

Join the Meeting Via Telephone

Find your local number: <https://us02web.zoom.us/j/kXdfURfHh>

Dial by your location:

- +1 253 215 8782 US (**Tacoma**)
- +1 346 248 7799 US (**Houston**)
- +1 669 900 6833 US (**San Jose**)
- +1 301 715 8592 US (**Washington D.C**)
- +1 312 626 6799 US (**Chicago**)
- +1 929 205 6099 US (**New York**)

Meeting ID: 619 825 3800

Passcode: 6198253800

All audio will be muted upon entering.

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

Public Comment:

In accordance with Executive Orders N-25-20, N-29-20 and N-35-20 paragraph 3, executed by the Governor of California on March 17, 2020. Written Public Comment: Which will be accepted by email with the subject line PUBLIC COMMENT ITEM ____ . Email to the Deputy City Clerk amalone@lemongrove.ca.gov prior to the meeting. The deadline for the public comment to be submitted is **Monday, December 14, 2020 at 5:00 p.m.**. Any comment received after the deadline will not be read but will be maintained in the record.

Process:

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

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

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

2. Include Comment – Comment is limited up to three (3) minutes. Comment will be read by the Deputy City Clerk and timed and if comment extends beyond the three (3) minutes limit it will be timed out.

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

Currently public comment is only being accepted by email at amalone@lemongrove.ca.gov and will be read by the Deputy City Clerk.

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

**Tuesday, December 15, 2020, 6:00 p.m.
Virtual Meeting via Zoom platform**

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

Call to Order

Pledge of Allegiance:

Changes to the Agenda:

Presentation:

Presentation to outgoing City Councilmembers, Altamirano and Arambula

Public Comment:

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

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

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

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

City Manager Report:

Consent Calendar:

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

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

Reference: Kristen Steinke, City Attorney

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

1.B City of Lemon Grove Payment Demands

Reference: Molly Brennan, Administrative Services Director

Recommendation: Ratify Demands

1.C Certify Elections Results – Measure J

Reference: Lydia Romero, City Manager, Audrey Malone, Deputy City Clerk
Recommendation: Adopt a Resolution entitled, “Resolution of City Council of the City of Lemon Grove, California, Reciting the Fact of the General Municipal Election Conducted on November 3, 2020, and Declaring the Results of Measure J.”

1.D General Plan Housing Element Public Outreach Contract Award

Reference: Noah Alvey, Community Development Manager
Recommendation: Adopt a Resolution awarding a contract for General Plan Housing Element public outreach.

1.E Approve the MOU with the Lemon Grove Little League

Reference: Mike James, Assistant City Manager/Public Works Director
Recommendation: Adopt a Resolution approving the Memorandum of Understanding with the Lemon Grove Little League.

1.F Mayor Pro Tem Rotation for Calendar

Reference: Lydia Romero, City Manager
Recommendation: Adopt a Resolution confirming the rotation of Council Member Jerry Jones to serve as Mayor Pro Tem commencing December 15, 2020 through December 21, 2021 and establishing the Mayor Pro Tem Rotation schedule for the subsequent three years.

Reports to Council:

2. Cannabis Business Tax Rates

Reference: Molly Brennan, Administrative Services Director
Recommendation: Adopt a resolution setting the cannabis business tax rates effective January 1, 2021.

3. Ordinance No. 456 Updating Chapter 17.28.020 of the Lemon Grove Municipal Code for Application Procedures

Reference: Noah Alvey, Community Development Manager
Recommendation: Conduct a second reading, by title only, and adopt Ordinance No. 456 entitled “An Ordinance of the City Council of the City of Lemon Grove, California, Amending Section 17.28.020.I of Title 17 (Zoning) of the Lemon Grove Municipal Code for Application Procedures”.

Adjournment

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

I, Audrey Malone, Deputy City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours, before the hour of 6:00 p.m. on December 15, 2020, to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

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

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



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A

Meeting Date: December 15, 2020
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Kristen Steinke, City Attorney
Item Title: **Waive the Full Text Reading of all Ordinances**

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

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.B

Meeting Date: December 15, 2020
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Molly Brennan, Administrative Services Director
MBrennan@lemongrove.ca.gov

Item Title: City of Lemon Grove Payment Demands

Recommended Action: Ratify Demands.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Molly Brennan, Administrative Services Director
For Council Meeting: 12/15/20

ACH/AP Checks 11/18/20-12/02/20

1,484,405.58

Payroll - 12/01/20

187,009.21

Total Demands

1,671,414.79

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Oct7-Nov3 20	California Public Empl Retirement System	11/18/2020	Pers Retirement 10/7/20-11/3/20	70,898.89	70,898.89
ACH	Sep20	San Diego County Sheriff's Department	11/19/2020	Law Enforcement Services - Sep'20	516,456.62	516,456.62
ACH	68543790	WEX Bank	11/19/2020	Fuel - Fire Dept - Oct'20	98.30	98.30
ACH	Nov17 20	Employment Development Department	11/19/2020	State Taxes 11/17/20	9,386.79	9,386.79
ACH	Nov4-Nov17 20	Calpers Supplemental Income 457 Plan	11/20/2020	457 Plan 11/4/20-11/17/20	9,645.36	9,645.36
ACH	Refill 11/19/20	Pitney Bowes Global Financial Services LLC	11/20/2020	Postage Usage 11/19/20	500.00	500.00
ACH	191736	Aflac	11/20/2020	AFLAC Insurance 11/19/20	1,684.42	1,684.42
ACH	Nov17 20	US Treasury	11/24/2020	Federal Taxes 11/17/20	30,289.50	30,289.50
ACH	1000293698	City of San Diego	11/27/2020	Metro Sewer System FY 2021 - QTR 2 - 10/1/20-12/31/20	686,472.00	686,472.00
ACH	Nov20	Wage Works	11/30/2020	FSA Reimbursement - Nov'20	3,596.80	3,596.80
ACH	Refill 11/30/20	Pitney Bowes Global Financial Services LLC	12/01/2020	Postage Usage 11/30/20	250.00	250.00
ACH	Nov20	Power Pay Biz/Evo	12/01/2020	Online Credit Card Processing - Nov'20	106.10	106.10
ACH	Dec 2020	Pers Health	12/02/2020	Pers Health Insurance - Dec'20	46,970.94	46,970.94
ACH	11256983	LEAF	12/02/2020	Ricoh C3502 Copier System-PW Yard - Nov'20	160.51	160.51
ACH	Nov20	Sedgwick Claims Management Services, Inc	12/02/2020	Workers' Comp Claims - Nov'20	1,230.35	1,230.35
ACH	Nov20	Authorize.Net	12/02/2020	Merchant Fees - Nov'20	28.10	28.10
13735	0030 39846	A Aaron Lock & Key	11/24/2020	Keys Lock Repair - Back Door - City Hall	17.16 448.19	465.35
13736	120120	American General Life Insurance Company	11/24/2020	Life Insurance - L Romero	232.18	232.18
13737	11/12/2020	AT&T	11/24/2020	Phone Service 10/13/20-11/12/20	94.44	94.44
13738	10312L-IN	Aztec Landscaping Inc	11/24/2020	Landscape Mgmt - One Time Cleanup - North & Olive Lot	2,128.00	2,128.00
13739	RHNA-LG01	City of Coronado	11/24/2020	Re-issue/Atty Svcs - RHNA Appeal	5,000.00	5,000.00
13740	6305	D- Max Engineering Inc	11/24/2020	D-Max Stormwater Prof Svcs 10/1/20-10/31/20	1,874.50	1,874.50
13741	7-174-75778	Federal Express	11/24/2020	Shipping Charge - Sanitation/CUES West 10/29/20	328.42	328.42
13742	00082710 00082713	Hudson Safe-T- Lite Rentals	11/24/2020	PW/No Stopping Any Time Signs PW/Lane Closed Signs/Reflective Cones/Type I Barricade	189.44 939.61	1,129.05
13743	142700 142701	Knott's Pest Control, Inc.	11/24/2020	Monthly Bait Stations- Civic Ctr - Nov20 Monthly Bait Stations- Sheriff - Nov20	60.00 45.00	105.00
13744	INV32998	Logicopy	11/24/2020	Ricoh C3502 Copier Contract Charge- PW Yard-11/7/20-12/6/20	51.58	51.58
13745	311305	Lynn's Locksmith Service	11/24/2020	18 Master Locks 0536 - PW	213.95	213.95
13746	3993	Pacific IP	11/24/2020	Voice Mail System Update 11/10/20	225.00	225.00
13747	152688	Pacific Sweeping	11/24/2020	Street Sweeping/Main St - Bulk Item Fall Event 10/24/20	300.00	300.00
13748	3010327591	Parkhouse Tire Inc	11/24/2020	Backhoe 420E- Flat Repair/Road Service/Mini Boom	352.06	352.06
13749	PD-46716 PD-46817 PD-46825	Plumbers Depot Inc	11/24/2020	Sewer Camera - Cable Assembly - LGPW#32 Sewer Camera - Hose Reel Swivel/Ball Valve - LGPW#32 Sewer Camera - Repair Tilt Clutch - LGPW#26	495.71 1,354.02 199.26	2,048.99
13750	32132866 32132875	RCP Block & Brick, Inc.	11/24/2020	Bulk Concrete Sand Flood Control - Sand Bags	112.39 152.57	264.96
13751	3052 3072 3072	Spring Valley Lawn Mower Shop	11/24/2020	Saw Repair - Fire Stn Bar & Chain Oil/Saw - PW/Streets Discount - Bar & Chain Oil/Saw - PW/Streets	57.91 19.79 -1.85	75.85

13752	107058721-0001 107104615-0001 107151064-0001 107194544-0001 107369965-0001 107416686-0001 107460889-0001	Sunbelt Rentals Inc.	11/24/2020	Propane Propane Propane Propane Propane Propane Propane	17.84 40.35 14.63 9.81 15.66 15.09 16.03	129.41
13753	00100759 00100783 00100908 00100915 00101058 00101059 00101060 00101061	The East County Californian	11/24/2020	Notice of Unclaimed Money 11/6/20 Notice of Public Hearing - 7010 Lermas Ct 11/6/20 Notice of Public Hearing - Sign Ordinance 11/6/20 Notice of Public Hearing - CDBG FY2021-22 11/6/20 Notice of Public Hearing - CUP-180-0003 11/13/20 Notice of Public Hearing - CUP-180-0004 11/13/20 Notice of Public Hearing - Zoning Ordinance 11/13/20 Notice of Decision - MUP-200-0004 11/13/20	189.00 350.00 178.50 171.50 199.50 199.50 171.50 224.00	1,683.50
13754	72746644 72749974 72749975 72749976 72754208 72762667 72765468 72767022	Vulcan Materials Company	11/24/2020	Asphalt/SS1H 4.5 Gallon Bucket Asphalt/SS1H 4.5 Gallon Bucket Asphalt/SS1H 4.5 Gallon Bucket Asphalt Asphalt Asphalt/SS1H 4.5 Gallon Bucket Asphalt/SS1H 4.5 Gallon Bucket Asphalt	152.79 148.91 313.01 307.52 106.24 197.40 198.37 154.73	1,578.97
13755	79521593 79553810 79593059	Waxie Sanitary Supply	11/24/2020	Janitorial Supplies Janitorial Supplies - Fire Janitorial Supplies	510.81 269.01 710.13	1,489.95
13756	10/23/2020 21992867 21998835 4033870165 4058057988 4058704602 4059342494 4059989930 4060646607 82047002 2259Wash-10/11 7071MTV- 10/1 8235MTV-10/9 2873Skyline-10/19 City Hall- 10/1 CommCtrint- 9/30 Fax-CH- 10/18 Fire 10/1/20 Fire Alarm-9/27 PEG- 9/30 Rec-10/4 776345 9864148856 9864814392 9864814926 Fire-9865315175 Tablets-10/12	Wells Fargo	11/24/2020	AT&T - Backup City Hall Internet- 10/23/20-11/22/20 Canon Financial Svcs - Canon Plotter Contract Charge 10/20/20-11/19 Canon Financial Svcs - Canon Plotter 2 Yr Carepack 10/20/20-11/15 Canon Solutions - Canon Maintenance-Copier Usage 5/26/20-8/25/20 Cintas - Janitorial Supplies - 8/6/20 Cintas - Janitorial Supplies - 8/13/20 Cintas - Janitorial Supplies - 8/20/20 Cintas - Janitorial Supplies - 8/27/20 Cintas - Janitorial Supplies - 9/3/20 Corelogic - RealQuest Graphics Package - Sep'20 Cox - Calsense Modem Line: 2259 Washington 10/11/20-11/10/20 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 10/1/20 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 10/9/20 Cox - Phone/PW Yard/2873 Skyline- 10/19/20-11/18/20 Cox - Phone/City Hall 10/1/20-10/31/20 Cox - Internet/Comm Ctr- 9/30/20-10/29/20 Cox - City Manager Fax Line- 10/18/20-11/17/20 Cox - MainPhone/Fire 10/1/20-10/31/20 Cox - City Hall Fire Alarm 9/27/20-10/26/20 Cox - PEG Circuit Svc- 9/30/20-10/29/20 Cox - Phone/Rec Ctr/3131 School Ln- 10/4/20-11/3/20 House of Automation - Repair PW Yard Gate Card Reader Verizon - Modems- Cardiac Monitors - 9/4/20-10/3/20 Verizon - City Phone Charges- 9/13/20-10/12/20 Verizon - Mobile Broadband Access- 9/13/20-10/12/20 Verizon - MDC Engine Tablets- 9/21/20-10/20/20 Verizon - PW Tablets- 9/13/20-10/12/20	85.60 144.00 72.73 49.27 70.33 99.05 366.64 312.30 366.64 300.00 23.52 23.52 94.39 216.70 861.10 75.00 4.42 445.66 46.45 2,896.56 98.35 29.04 21.96 129.52 76.02 366.86 198.80	7,474.43
13757	2020.2797	Chen Ryan	12/02/2020	Prof Svc: Connect Main St Ph 1-2 thru 9/30/20	18,828.50	18,828.50
13758	22641 22641	City of La Mesa	12/02/2020	Overtime Reimbursement - Lima 10/16/20 Overtime Reimbursement - Lopez 10/24/20	1,310.41 1,203.32	2,513.73
13759	20-Nov	Colonial Life	12/02/2020	Colonial Optional Insurance -Nov20	328.76	328.76
13760	202000761	County of San Diego/Assessor/Recorder/Clerk	12/02/2020	Recording Services- 10/1/20 & 10/2/20	115.00	115.00
13761	1020.11.1004	Dexter Wilson Engineering, Inc.	12/02/2020	FY20 Sewer System Mgmt Plan Audit for LG Sani Dist- Oct'20	942.50	942.50
13762	11/2-5/20 11/9-12/20 8/3-6/20	Esgil Corporation	12/02/2020	75% Building Fees- 11/2/20-11/5/20 75% Building Fees- 11/9/20-11/12/20 75% Building Fees-8/3/20-8/6/20	3,020.51 12,751.64 5,799.05	21,571.20
13763	148673 149098	Fire Etc	12/02/2020	Replacement Rechargeable Battery/Portable Light - Fire 4 Gallons - Cleaner for Turn Out Gear	116.59 142.19	258.78
13764	Reimb-11/13/20	Govea, Garrett	12/02/2020	Reimb: Tuition- BS Mgmt/Busi Comm/Govea 11/13/20	405.00	405.00
13765	HS-5607-001	Home Start, Inc.	12/02/2020	LG Homeless Outreach - Oct'20	225.04	225.04
13766	Dec1 20	ICMA	12/02/2020	ICMA Deferred Compensation Pay Period Ending 12/1/20	780.77	780.77
13767	1646	Janazz, LLC SD	12/02/2020	IT Services- City Hall- Nov'20	2,500.00	2,500.00
13768	07-2597-Jul 07-2597-Aug 07-2597-Sep 07-2597-Oct Fire/07-2598Jul Fire/07-2598Aug	Lemon Grove School District	12/02/2020	Fuel Services-PW: Jul'20 Fuel Services-PW: Aug'20 Fuel Services-PW: Sep'20 Fuel Services-PW: Oct'20 Fuel Services-Fire Stn- Jul'20 Fuel Services-Fire Stn- Aug'20	2,341.89 2,848.11 3,398.93 2,947.73 953.99 1,448.04	17,330.82

	Fire/07-2598Sep			Fuel Services-Fire Stn- Sep'20	1,535.51	
	Fire/07-2598Oct			Fuel Services-Fire Stn- Oct'20	1,856.62	
13769	1508892	Liebert Cassidy Whitmore	12/02/2020	Prof Svcs: LE050-00001 thru 10/31/20	3,014.00	3,014.00
13770	35213 35237	LineGear Fire & Rescue Equipment	12/02/2020	Mystery Ranch SHIFT Fire Fighting Pack & Pouches - Fire Hot Shield Replacement Filters for HS-2 Masks - Fire	905.10 232.62	1,137.72
13771	0420132	PlanetBids, Inc.	12/02/2020	PB System Vendor & Bid Mgmt Setup/Training/Support & Svc FY19/20	4,110.99	4,110.99
13772	INV00020484	RapidScale Inc.	12/02/2020	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 11/2/20-11/29/20	4,400.92	4,400.92
13773	11/18/2020 11/20/2020 11/18/2020	SDG&E	12/02/2020	3225 Olive- 10/19/20-11/18/20 3500 1/2 Main- 10/19-20-11/18/20 3601 1/2 LGA-10/19/20-11/18/20	95.38 197.34 33.86	326.58
13774	00101182 00101183 00101184	The East County Californian	12/02/2020	Notice of Public Hearing - CUP-190-0002 11/20/20 Notice of Public Hearing - Title 17 LGMC Zoning Ord 11/20/20 Notice of Public Hearing - MUP-200-0005 11/20/20	217.00 171.50 206.50	595.00
					1,484,405.58	1,484,405.58



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C

Meeting Date: December 15, 2020
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Lydia Romero, City Manager, Audrey Malone, Deputy City Clerk
lromero@lemongrove.ca.gov ; amalone@lemongrove.ca.gov

Item Title: **Declaring the Results of the November 3, 2020, General Municipal Election Certified Results of Measure J**

Recommended Action: Adopt a Resolution entitled, "Resolution of City Council of the City of Lemon Grove, California, Reciting the Fact of the General Municipal Election Conducted on November 3, 2020, and Declaring the Results of Measure J."

Summary:

Pursuant to the California Elections Code Section 10264; the purpose of this report is to present the results of the General Municipal Election held on Tuesday, November 3, 2020, and certify by the adoption of the resolution by the City Council accepting said results. On July 7, 2020 the City Council adopted Resolution No. 2020-3744 calling for the holding of a General Municipal Election for November 3, 2020.

The City Council approved to place a Tax Ordinance – Cannabis Tax on the ballot at the July 7, 2020 Regular City Council Meeting. The measure appeared on the ballot as Measure J.

The Summary indicates the following results for Measure J – Tax Ordinance – Cannabis Tax:

MEASURE J Tax Ordinance – Cannabis Tax	VOTES RECEIVED	PERCENTAGE OF VOTES
YES	8,439	71.89%
NO	3,299	28.11%

The Notice of Election was given, and Election was consolidated with the County of San Diego Registrar of Voters, the votes cast were received and canvassed as required by law.

The General Municipal Election was held on November 3, 2020, for the purpose of placing a tax measure on the ballot. The official canvass was certified by the San Diego County Registrar of Voters on December 3, 2020.

Based on whole number 16,216 of eligible Lemon Grove registered voters, a total of 12,517 votes were cast, received and canvassed as required by law. The votes cast represent a 77.25% percent voter turnout rate.

The certified canvass of the November 3, 2020 General Municipal Election has been completed by the San Diego County Registrar's Office. The Registrar declares the approval of Measure J.

Based on the official canvass of the San Diego County Registrar of Voters, it is appropriate to adopt a resolution reciting the election results and recording into official record.

Environmental Review:

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

Fiscal Impact: The total costs for this election are not yet available, the final billing has not been received from the San Diego County Registrar of Voters. The City Council did allocate \$95,000 in FY 2020-21.

Public Notification: None.

Public Information:

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

Attachments:

Attachment A – Resolution including Exhibit A Official Canvass

**RESOLUTION NO. 2020 -
RESOLUTION OF CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, RECITING THE FACT OF THE GENERAL MUNICIPAL
ELECTION CONDUCTED ON NOVEMBER 3, 2020, AND DECLARING THE
RESULTS**

WHEREAS, a regular general municipal election was conducted in the City of Lemon Grove, California on Tuesday, November 3, 2020; and

WHEREAS, the Registrar of Voters of the County of San Diego has certified the results and the official canvass is attached as "Exhibit A"; and

WHEREAS, California Election Code Section 10264 requires the governing body enter the following statements onto its record: the whole number of votes cast in the city, the names of the persons voted for, for what office each person was voted for, and the number of votes given at each precinct to each person.

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

Declares the election results according to certification provided by the County of San Diego Registrar of Voters.

PASSED AND ADOPTED: On December ____, 2020 the City Council of the City of Lemon Grove, California adopted Resolution No. 2020-____, passed by the following vote:

AYES:

NOES:

ABSENT

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, Deputy City Clerk

Approved as to form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.D

Meeting Date: December 15, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Community Development

Staff Contact: Noah Alvey, Community Development Manager

nalvey@lemongrove.ca.gov

**Item Title: General Plan Housing Element Public Outreach Contract
Award**

Recommended Action: Adopt a resolution (**Attachment A**) awarding a contract for General Plan Housing Element public outreach.

Background: The City of Lemon Grove (City) received the Local Early Action Planning (LEAP) grant to conduct public outreach for a General Plan Housing Element update from the California Department of Housing and Community Development (HCD) for \$70,000 to conduct public outreach for a General Plan Housing Element update. On November 5, 2020, the City posted a request for proposals (RFP) seeking assistance with the public outreach process. Staff reviewed the proposals and determined that the proposal from MIG, Inc. included the most robust scope of services based on criteria outlined in the RFP.

Discussion: On June 16, 2020 the City Council authorized staff to submit a LEAP grant application to HCD to assist with the General Plan Housing Element update process through public outreach, environmental analysis, and additional technical studies. City staff received formal grant approval on November 19, 2020.

On November 5, 2020, the City posted a RFP seeking assistance with the public outreach process. Three consulting firms submitted proposals (1) MIG, Inc., (2) Project Design Consultants, and (3) Presidio Public Affairs. A City staff review panel (panel) reviewed the proposals for the ability to leverage grant funds, relevant experience, and innovative ideas to reach underserved communities. The panel found that MIG, Inc. proposed the most robust scope of services, including both virtual engagement activities and outreach materials for in-person events, and that the proposal included relevant experience

conducting public outreach. Staff recommends awarding a professional contract to MIG, Inc. and establishing a project budget not to exceed \$70,000.00.

Environmental Review:

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

Fiscal Impact: The costs associated with the contract will be reimbursed by the California Department of Housing and Community Development

Public Notification: None

Staff Recommendation: Adopt a resolution (Attachment A) awarding a contract for General Plan Housing Element public outreach.

Attachments:

Attachment A – Resolution

RESOLUTION NO. 2020 -

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AWARDING A CONTRACT FOR GENERAL PLAN
HOUSING ELEMENT PUBLIC OUTREACH**

WHEREAS, the City of Lemon Grove was awarded a grant by the California Department of Housing and Community Development for the purpose of conducting public outreach to inform an update of the General Plan Housing Element; and

WHEREAS, staff released a request for proposals (RFP) on November 5, 2020 and received proposals from three consulting firms; and

WHEREAS, staff determined based on the evaluation criteria included in the RFP that the proposal from MIG, Inc. included the most robust scope of services, including both virtual engagement activities and outreach materials for in-person events; and

WHEREAS, the City Council finds it in the public interest that a professional services agreement for said services be awarded; and

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

1. Establishes a project budget not to exceed \$70,000.00; and
2. Awards a professional services contract (Attachment A – Exhibit 1) to MIG, Inc. in the amount not to exceed \$70,000.00; and
3. Authorizes the City Manager to execute said contract.

Attachment A

EXHIBIT 1

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is entered into the _____ day of _____, 2020, by and between the City of Lemon Grove (“City”) and MIG, Inc. (“Consultant”);

Section 1. RECITALS.

City desires to employ a consultant to provide professional services. City has determined that Consultant is qualified by experience and ability to perform the desired services and that Consultant is willing to perform those services.

Section 2. EMPLOYMENT OF CONSULTANT.

City agrees to engage Consultant to perform and Consultant agrees to perform the services outlined in Section 4 and Attachment A (Consultant’s proposal, dated November 16, 2020). Consultant represents that all professional services will be performed directly by Consultant or under Consultant’s direct supervision.

Section 3. PROJECT COORDINATION AND SUPERVISION.

The Community Development Manager is the Project Coordinator for the City and will monitor the progress and execution of this agreement.

Section 4. SCOPE OF SERVICES.

Any professional services performed by Consultant before Consultant receives written authorization to proceed will be treated as having been done at Consultant’s own risk and on a volunteer basis.

Consultant will, in a professional manner, furnish all labor and all personnel; all supplies, materials, equipment, printing, vehicles, transportation, office space, and facilities; all testing, analyses, and calculations; and all other means, except as otherwise expressly specified to be furnished by the City, that are necessary or proper to complete the work and provide the required professional services.

Consultant will meet the deadlines imposed by the Project Coordinator. When a delay occurs, Consultant must immediately notify the Project Coordinator in writing of the cause and the extent of the delay. The Project Coordinator will ascertain the facts and the extent of the delay and, when justified by the circumstances, may grant an extension of time for the completion of the professional services. A delay caused by circumstances beyond Consultant’s control will be reason for granting an extension of time for completing services.

Section 5. TOTAL COST AND PAYMENT.

The total cost for all work and deliverables specified in Attachment A is seventy thousand dollars (\$70,000.00). Consultant will submit to City detailed invoices, describing work performed and the associated costs. City will pay Consultant for undisputed invoiced amounts within thirty (30) days of receiving an invoice.

Section 6. LENGTH OF AGREEMENT.

This agreement is effective as of the date noted above. The agreement will terminate when all work is complete, unless terminated earlier under Section 10.

Section 7. CHANGES.

City may change the requested services within the general scope of this agreement. Changes may consist of additions, deletions, or other revisions; and the contract sum and the contract time will be adjusted accordingly. All changes must be authorized in writing and executed by Consultant and City.

Section 8. OWNERSHIP OF MATERIALS.

All documents, data, studies, drawings, maps, models, photographs, reports, and other materials prepared by Consultant under this agreement are the property of City. Consultant may retain and use copies of such materials as desired but must deliver all original materials to City. Consultant and City are mutually non-exclusive owners of any electronic files used or created under this agreement; and either party may use, modify, or delete the files without consequence to the other party.

Section 9. STANDARD PROVISIONS.

Consultant will not discriminate against, harass, or allow the harassment of an employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant also will not discriminate against, harass, or allow the harassment of any qualified individual with a disability. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age, marital status, or national origin and will make reasonable accommodation to qualified individuals with disabilities. Affirmative action includes, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant will post in conspicuous places accessible to employees and applicants for employment all notices provided by City that describe the provisions of this non-discrimination clause.

Section 10. TERMINATION.

Either party may terminate this agreement at any time, by giving the other party at least fifteen (15) days' written notice and specifying the effective date of the termination.

Consultant must provide the originals of all finished and unfinished documents, data, studies, surveys, drawings, maps, reports, or other materials prepared under this agreement to City by the effective date of termination. Consultant is entitled to equitable

compensation for any work completed, up to the effective date of notice of termination. Compensation may not exceed the total costs authorized in Section 5.

Section 11. INTEREST OF CONSULTANT.

Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

- a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and
- b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

Section 12. ASSIGNABILITY.

This agreement may not be assigned by either party without the prior written approval of the other.

Section 13. INDEPENDENT CONTRACTOR.

Consultant and any subconsultants employed by Consultant are independent contractors and not employees of City. Under any provision in this agreement that may appear to give City the right to direct Consultant or subconsultants regarding the details of the work or to exercise a measure of control over the work, Consultant will follow City's direction only regarding the end results of the work.

Section 14. NO AGENCY.

Consultant is not an agent of City's and may not make any contracts or commitments for or on behalf of City without City's prior written consent.

Section 15. AUDIT OF RECORDS.

At any time during normal business hours and as often as necessary, Consultant must make available to City all records pertinent to this agreement and must permit City to audit, examine, and reproduce those records. Consultant will retain financial and program service records for at least four (4) years after termination of or final payment under this agreement.

Section 16. INSURANCE/WORKER'S COMPENSATION.

Consultant will maintain Worker's Compensation insurance for all work performed under this agreement. The insurance must meet levels required by the State of California and comply with requirements for City employees.

Section 17. DISPUTE RESOLUTION.

Claims or disputes that arise out of this agreement and cannot be settled through negotiation must be submitted to mediation, unless both parties agree in writing to waive mediation. City and Consultant agree to cooperate in good faith to promptly select a mediator, to schedule a mediation session, and to attempt to settle the claim or dispute.

If mediation is unsuccessful or waived, claims and disputes must be decided by arbitration conducted in accordance with the current rules of the American Arbitration Association. Notice of the demand for arbitration must be filed in writing with the other party and with the American Arbitration Association. The demand is to be made within sixty (60) days after a dispute or claim arises or mediation fails or is waived, whichever is later. A demand for arbitration may not be made after the date when legal or equitable proceedings based on the claim or dispute would be barred by the applicable statute of limitations.

The award rendered by the arbitrators is final, and judgment may be entered upon it in accordance with applicable law. This agreement to arbitrate is specifically enforceable under the prevailing arbitration law. Mediation and arbitration fees will be divided equally, unless the parties agree otherwise in writing.

Section 18. NOTICES.

All communication to a particular party is deemed made when received by that party at the following name and address:

Noah Alvey Community Development Manager	Esmerelda Garcia Principal-in-Charge
City of Lemon Grove 3232 Main St. Lemon Grove, CA 91945	MIG, Inc. 3111 Camino de Rio North, Suite 100 San Diego, CA 92108

Written communication is conclusively deemed to have been received by the addressee five (5) days after it is deposited in the United States Mail, postage prepaid and properly addressed.

Section 19. TIME IS OF THE ESSENCE.

Time is of the essence for every provision of this agreement that states a time for performance and for every deadline imposed by the Project Coordinator.

Section 20. HOLD HARMLESS.

To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify and hold harmless the City and its officers, agents, departments, officials, representatives and employees (collectively “Indemnitees”), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Consultant or its Subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys’ fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any Subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively “Liabilities”). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

To the extent there is an obligation to indemnify under this Section, Consultant shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant’s negligence, recklessness, or willful misconduct.

Section 21. SEVERABILITY.

If a portion of this agreement is determined to be invalid or unenforceable, the rest of the agreement is not affected and remains valid and enforceable.

Section 22. BINDING.

This agreement is binding upon and inures to the benefit of each party’s heirs and successors.

Section 23. GOVERNING LAW.

This agreement is governed by and will be construed in accordance with the laws of the State of California. Any action brought to enforce or interpret any portion of this agreement must be brought in San Diego County, California.

Section 24. ENTIRE AGREEMENT.

This document sets forth the entire understanding of the parties regarding the rendering of professional services. All other agreements and understandings are superseded by this document and do not affect this document in any way.

CITY OF LEMON GROVE

ATTEST:

APPROVED AS TO CONTENT:

Deputy City Clerk

Lydia Romero, City Manager

APPROVED AS TO
FORM:

MIG, Inc.

City Attorney

Name/Title of Signatory



REQUEST FOR PROPOSALS

CITY OF LEMON GROVE

General Plan Housing Element Update

Public Outreach Services



Proposal | November 16, 2020



3111 Camino del Rio North, Suite 100 | San Diego, CA 92108
(619) 682-3841 | www.migcom.com

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TEAM PROFILES

FIRM PROFILE – MIG, INC.

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- The world needs an ecological perspective.
- Great projects work for everybody.
- Elegant design inspires new thinking.
- All work should be context driven.
- Accessibility is always a given.
- Communities can plan their own futures.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

For nearly four decades, MIG has served public and private clients of every size and jurisdiction—from cities, counties, and special districts to regulatory agencies and developers—as a full-service planning and design firm.

PHILOSOPHICAL APPROACH TO COMMUNITY ENGAGEMENT

The built environment has the power to shape lives. MIG believes in people and what people can do together when given the opportunity to 1) share their needs, aspirations, and strengths, 2) identify their challenges and obstacles, and 3) engage in both visioning and practical problem solving. Many people and communities are left out of this discussion, and we need to ensure that those voices are included. This is especially critical for community members who are often underrepresented because of race, language, citizenship, age, ability, income, education or transportation access, and those unfamiliar with formal public involvement. At MIG, we are committed to facilitating opportunity and inclusivity.

Community engagement is based on the democratic idea

that everyone who is affected by an issue that impacts their community should have a say in the decision making around it. We bring deep experience in effectively engaging a broad cross-section of communities. At the same time, we are also very experienced in seeking out and engaging people who live at the margins of society. We acknowledge the structures that create, maintain and uphold inequity and perpetuate intergenerational trauma. In the spirit of continuous improvement, we regularly learn, innovate and practice new ways of intentionally making space for marginalized voices, stories, and experiences. At MIG, we also center the lived experiences of community members and honor them as the experts of their own communities



FACILITATION AND CONSENSUS BUILDING

MIG is nationally known for its facilitation of complex community planning processes. Our experience has shown that commitment from the community is strengthened when participants believe that their input and decisions make a real difference in their lives and the project area. To a large degree, people's willingness to be productively involved in planning processes is dependent upon whether they believe they can influence decision making by contributing their time, effort and points of view. We work with communities and stakeholders to develop a shared vision that is grounded in strategic activities that help manage expectations and focus resources. Our staff facilitate inclusive processes and fact-based decisions, with technical data presented in a manner that allows all participants to engage. We achieve this using a range of tools and innovative techniques, both high-touch and high-tech, to create an open atmosphere in which different viewpoints can be heard, acknowledged and addressed.

CREATIVE AND IMPACTFUL ENGAGEMENT

Our approach to community engagement is centered on meeting people where they are. We proactively consider

the needs, interests and possible barriers to participation for community members. Our engagement approach provides multiple ways for people to participate and offers easy opportunities for the public to get involved. For example, we know that many people respond well to face-to-face communication.

Pop-up events, workshops and focus groups allow us to go out into the community and reach people in a comfortable setting, where they already congregate. Parks, libraries, retail centers and transit hubs are great locations for meeting people where they are and engaging them at convenient locations. On the other hand, other community members prefer to engage online and share input in the digital environment, using websites, social media and online questionnaires.

Meeting people where they are, including in-person and online, allows input to be collected from a wide range of the general public.

We understand that every project and community is unique and design a community engagement program that reflects local values and meets community needs. Drawing on both traditional and innovative approaches, we will engage a broad cross-section of the REACH neighborhoods with an emphasis on building community capacity and empowering community members to act as **project champions and ambassadors for implementation**.



Our modern and fresh look at community engagement has evolved and improved through countless projects over the last 35 years. We have designed and implemented a broad range of creative engagement activities successfully in a culturally relevant, tailored fashion: festivals, intercept or pop-up events, community workshops, compelling short videos,

webinars, focus groups, mapping exercises, interactive websites, do-it-yourself workshop kits, civic-based games, online questionnaires, social media, and youth engagement activities, to name a few.

RACIAL EQUITY LENS

At MIG, we work with people and systems to **break down the profound racial inequities** that persist and to address the symptoms and root causes of the problem. Many aspects of the root causes are buried deep beneath the surface. Inequitable policies and practices have disadvantaged generations of families who lived with little to no access to quality schools, homes, public transportation, jobs, parks, and other conditions that contribute to health and well-being.

Inclusive and equitable planning is a part of our DNA at MIG. For nearly four decades, MIG has developed **holistic approaches to embedding and advancing equity in all our projects**. We believe in bringing diverse communities and diverse perspectives together to plan for inclusive prosperity, resiliency, and well-being. We challenge ourselves to think critically about equity, power, and privilege, with the goal of creating better outcomes for everyone.

COMMUNITY PARTNERSHIPS FOR COLLECTIVE IMPACT

We recommend augmenting the outreach approach by partnering with at least one community-based organization to engage, communicate and connect with disadvantaged and underrepresented communities, including but not limited to:

- People of color
- Low-income communities
- Youth
- Seniors
- People with disabilities
- Limited-English proficient individuals
- Immigrants and/or refugees
- Single parents and/or working parents
- People with low levels of literacy

Strategies to encourage disadvantaged community members to participate could include providing transportation vouchers, translation and interpretation services, childcare, food and monetary compensation, to make it easier to engage in the process. For example, childcare can be addressed by co-hosting a community event with an afterschool program to allow parents to attend while their children are engaged with the after-school activities.

MULTICULTURAL AND MULTILINGUAL OUTREACH

As San Diego County continues to become more diverse, it is critical to invite and welcome all members of the community equally and fairly to all events. MIG will design and facilitate multilingual and multicultural outreach programs to reach traditionally underrepresented groups and non-English speaking community members. We will work with community-based organizations, either as subconsultants, or as community volunteers, to help distribute materials to these groups, as needed.

Many organizations and associations have mechanisms in place for contacting and informing wide groups of community members. We suggest contacting these groups to seek their participation in outreach activities. A multilingual program can be simple or extensive depending on the number of languages involved. MIG will recommend the number of languages to be considered through a review of the area demographics and through interviews with key project contacts.

All materials will be prepared in other languages as needed. Multilingual facilitators will be provided, if necessary, for each public meeting or community group briefing, providing sequential or simultaneous translation, or a separate workshop could be held for residents in a “whole language” environment. MIG recommends using a variety of formats that include community meetings and working sessions.

The mixture of formats and meeting times is designed to allow for more in-depth participation and accommodate different styles of participation that may vary according to cultural background. Some participants are uncomfortable speaking in front of a large group, while others may be unwilling to share a contrary opinion in front of their peers.



FIRM PROFILE – FM3

Fairbank, Maslin, Maullin, Metz & Associates (FM3 Research or FM3) is a California-based



OPINION
RESEARCH
& STRATEGY

company with 23 full-time employees located in our Los Angeles and Oakland offices. We have been conducting public policy-oriented opinion research since 1981 on issues of major economic and social concern, such as housing; growth and property development; transportation; education; health care; budgetary issues and taxation; environmental protection; natural resource conservation and development; constituent satisfaction with public services and support for policy proposals; communications technology; energy development; and organizational branding.

In any given year, FM3 conducts hundreds of surveys and focus groups (as well as other types of opinion research), which we use to provide strategic insights and advice to our clients. All key FM3 staff members have advanced degrees in public policy, research methods, and/or extensive experience working in state and local government, and every FM3 project is personally led by one of our firm’s partners, each of whom is a nationally respected authority on public opinion research in their own right.

While our firm is not so big that you will wonder whom to call with your questions, we are big enough to have our own in-house data analysis/processing team and graphic design resources. This means we can provide our clients with a level of personal attention and service from senior staff while providing rapid project turnaround and more sophisticated data analysis and presentations tailored to client needs. For this project, FM3 Partner Dr. Richard Bernard will lead the research team and will be aided by Vice President Adam Sonenshein, and Research Associate Laura Covarrubias.

FM3 utilizes a variety of research tools designed to address each client’s unique circumstances. Some of these tools are quantitative, such as surveys; some are qualitative, such as focus groups; and others fall somewhere in between. We continue to utilize and experiment with newly evolving online and digital research approaches. Part of this involves FM3 actively monitoring methodological developments through our industry’s trade association – the American Association for Public Opinion Research (AAPOR) – in order to provide our clients with the best tools to meet their research needs.



FIRM PROFILE – MARIANA LOPEZ INTERPRETING AND TRANSLATION SERVICES

Interpreting and Translation Services’ is a Chula Vista based company whose mission is to promote and maintain successful relationships between our various communities, based on open communication, mutual understanding, respect, acceptance and trust. Mariana Lopez identifies issues, expands outreach and community participation, and helps the Spanish speaking community to address the needs of their culturally diverse community.

SIMULTANEOUS INTERPRETATION

Simultaneous interpreting is a real-time language conversion: Speakers talk as they normally would, without pause, as the interpreter listens to one language and speaks in another at the same time. Services can be performed site or remotely via Zoom. We team up with leaders in the interpretation equipment industry to provide you with all of the wireless headsets, transmitters, microphones and/or booths you may need for your conference or meeting and or virtual setting.

WRITTEN TRANSLATION

Ms. Lopez is particularly skilled in translating planning and community development jargon in meaningful and relevant terms for community members who speak Spanish. Ms. Lopez works with many planning, design, engineering and communications professionals to ensure translations are culturally and linguistically relevant and meaningful. Translated material can be presented in Microsoft Word, Google doc or PDF.

COMMUNITY RELATIONS

We integrate and enhance your message with our in-depth knowledge of Mexican/Latinx cultural groups to ensure you can best engage your audience. Through this core knowledge we impart our experience and expertise to guide the development of your message and improve its reception of your target audience.

The firm’s commitment to ensuring the full, fair and equal participation of all people in programs, services and processes, and enables the San Diego/Tijuana Region to achieve community participation by breaking down barriers.

EXPERIENCE

SAN DIEGO REGIONAL ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING (2014 AND 2019), SAN DIEGO COUNTY, CA (MIG + MARIANA LOPEZ)

MIG supported the San Diego Regional Alliance for Fair Housing (SDRAFFH) in conducting the San Diego Regional Analysis of Impediments to Fair Housing (AI) in 2014 for the period of Fiscal Year (FY) 2015/2016 to FY 2019/2020, and again in 2019 for the period of FY 2020/2021 to 2024/2025.

MIG designed and facilitated the outreach and public participation process for the AI, which focused on engaging the key stakeholders and the general public to educate them on the AI process and outcomes. These efforts also provided the process with qualitative, first-hand experiences and knowledge related to fair housing in the San Diego region’s communities. The end result was an adopted AI developed through a rigorous technical process and informed by public involvement and direct experiences from the San Diego region’s communities.

The process included a multi-pronged outreach approach, with primary outreach activities conducted by MIG and Community Translations including the following:

- Stakeholder interviews and small focus groups with key stakeholders developed initial understandings of issue areas, opportunities and constraints across the region and within specific communities. Participants included but were not limited to: fair housing advocates, housing and disability advocates, apartment associations and legal aid entities
- Community workshops (4) throughout the region to educate about the AI process and outcomes, and to generate their input about experiences and priority areas, including simultaneous translation in Spanish and Arabic languages
- Development and maintenance of an outreach database compiled from the participating agencies that includes individuals and organizations to be engaged. This is supplemented by contact information gathered during the outreach process
- Public notifications of the outreach activities through multiple methods including but not limited to: direct mailings to the participating agencies’ mailing lists; and email-based (“e-blast”) notifications through the participating agencies’ email networks

GENERAL PLAN UPDATE – COMPREHENSIVE COMMUNICATIONS STRATEGY, CITY OF LOS ANGELES, CA (MIG + FM3)

The City of Los Angeles, Department of City Planning (DCP) initiated a comprehensive update to the General Plan. DCP staff enlisted MIG and FM3 to develop a communications strategy to create public awareness, and identify community outreach and engagement tools; to ensure meaningful involvement in the planning process. The communications plan included recommendations for branding the General Plan update effort, messaging and talking points for communicating with the public and media, and outlets for reaching the diverse Angeleno community. MIG's marketing, public affairs, and community relations professionals worked with the DCP team to incorporate training and tools to build capacity within the Department to work with the community to address planning issues.

In fall of 2019, DCP partnered with the Housing and Community Investment Department (HCID) to update the City's Housing Element. MIG refined the communications plan to effectively describe the objectives for the update and relationship to the General Plan. MIG has been working with the DCP and HCID team to design and implement the community engagement strategy to inform the Housing Element. MIG is leading the facilitation of a sixty-five person Task Force which is comprised of stakeholders with diverse perspectives and a wide range of expertise. The MIG team has used in person facilitation techniques and recently has used digital platforms to lead discussions on topics related to housing production, homelessness and special needs populations, sustainability, innovation, and design. FM3 has designed a statistically valid survey to assess community awareness and expectations related to housing and planning issues.

MIG will continue to support the DCP and HCID team to design and implement creative stakeholder and community engagement tools to elicit input that will shape the Housing Element including digital workshops, video, telephone workshops, and visual surveys.

MULTI-UNIT HOUSING STUDY, CITY OF WEST HOLLYWOOD, CA (FM3)

In 2016, FM3 conducted the City of West Hollywood's Multi-Unit Housing Study. This project consisted of two focus groups and a dual mode survey (online and telephone – both landlines and cellular) that assessed West Hollywood voters' views of multi-unit housing in the City. The research helped to develop a complete picture of residents' perceptions of housing in West Hollywood. Our study found that while 85 percent of respondents had an overall favorable view about quality

of life in the City, just under half opposed building more multi-unit housing in the City, and a majority were specifically opposed to having it in their neighborhood. Opposition was mostly centered around the anticipated lack of parking, increase in traffic, and loss of character and charm – all related to population growth. Alternatively, safer buildings, replacement of deteriorating buildings, and potentially improving the look of the neighborhood were the leading reasons why respondents supported additional multi-unit housing in the City. Further, almost three in four voters supported additional affordable housing. The survey also examined tradeoffs in development policy that cities often face, and asked residents to make choices related to the policy balance between taller buildings, off-street parking, and the creation of more affordable housing units.

PROJECT TEAM

MIG offers a strong, diverse team of planning and engagement professionals to support the City of Lemon Grove's needs in public participation and facilitation. All of our team members offer experience in the San Diego region and broader Southern California in housing and community engagement. We also offer broad experience and skills in facilitation, community planning, public participation, urban design, parks and recreation, and many more subject areas.

Esmeralda García will serve as Principal-in-Charge, and Andy Pendoley will serve as Project Manager, both of whom offer extensive in communities throughout San Diego County and Southern California. Jamillah Jordan is MIG's Director of Equity Studio and will serve as a strategic advisor in designing creative and equitable engagement approaches and activities for hard-to-reach and disadvantaged communities. Dr. Richard Bernard of FM3 will design and oversee implementation of a statistically-valid survey. Mariana Lopez will provide all interpreting and translation support in written and spoken-word for Spanish language.

Andy will serve as the point-of-contact for the City, managing all aspects of: contract execution and management; scope of work and budget; progress reports and invoices; and MIG staff management. He will also serve as Lead Facilitator, designing and implementing public outreach, engagement and facilitation approaches in coordination with City staff and the project team. This will also include oversight and quality control of all materials design and process documentation.

Following are detailed resumes and brief descriptions of our project team.

ESMERALDA GARCÍA

Principal-in-Charge



Esmeralda García is a public involvement specialist and firm Principal. Ms. García has managed numerous public involvement programs that engage the public in projects addressing a wide range of issues from transportation and land use to economic development, environmental and community services. She brings a unique perspective to her projects, having worked with public and private sector clients as well as non-profit organizations. She applies her facilitative leadership skills in developing interactive program methodology to actively engage diverse stakeholders, including policymakers, advocacy groups, community leaders and the public at-large.

In addition, Ms. García has extensive experience in developing interactive program methodology to identify the needs of ethnically diverse communities. Specifically, she has a great understanding of the Latino community and the issues that affect Latino families. Fluent in both Spanish and English, she has facilitated community meetings, workshops and focus groups in Spanish to determine community challenges, issues and opportunities.

Professional Affiliations

- American Planning Association
- Transportation Research Board - Environmental Justice Committee Member

Education

- Bachelor of Arts, Art History, California State University, Los Angeles

Relevant Experience

- Barrio Logan Community Plan Update, San Diego, CA
- General Plan Updates and Community Engagement Programs for Cities of Azusa, Brea, Long Beach, Pasadena, Palm Springs, Riverside, Santa Monica (LUCE), Ventura and Whittier, CA
- Great Streets Corridors Urban Design, Outreach and Environmental Analysis Services, Los Angeles, CA
- Metro Gold Line Extension/Boyle Heights Transit-Oriented Urban Design Plan, Los Angeles, CA
- Pacoima Beautiful Walking Charrette, Pacoima, CA

- City of Commerce Planning Outreach Projects and Commerce Green Zones Working Group, Commerce, CA
- Gateway Cities Council of Governments Sustainable Communities, Los Angeles County, CA

ANDY PENDOLEY

Project Manager / Lead Facilitator

Andy is an accomplished facilitator and public outreach specialist who has contributed to a wide range of community, transportation, and strategic planning projects throughout the San Diego region and California for 20 years. Andy was drawn to planning by opportunities for community building and collaborative problem-solving to improve and support quality of life. The projects he has managed have addressed a variety of issues impacting communities today—housing, public health, transportation, environmental quality, urban design, land use, and equity.



Andy's experience in the San Diego region includes multiple stakeholder and community engagement efforts with public agencies and nonprofit organizations. During his time with MIG, he has managed and supported a variety of public participation processes including facilitation, graphic recording, arranging meeting logistics, conducting media outreach, and preparing final reports. Andy also serves as Adjunct Lecturer in the School of Public Affairs at San Diego State University.

Education

- MA, Communication, San Diego State University
- BA, Sociology/Organizational Studies, University of California, Davis

Relevant Experience

- Housing Affordability Community Workshops, Planning and Development Services, County of San Diego, CA
- San Diego Regional Analysis of Impediments to Fair Housing, San Diego County, CA
- Art and Design Plan, Jacobs Center for Neighborhood Innovation, San Diego, CA
- Chula Vista Active Transportation Plan, Chula Vista, CA
- Downtown Mobility Plan, San Diego, CA

JAMILLAH JORDAN

*Strategic Advisor - Equity and Engagement Specialist
Director, MIG Equity Studio*

Jamillah Jordan is an accomplished planner and public outreach specialist whose projects often involve complex issues associated with community development, transportation, public health, and social welfare.



Early in her career as a community organizer, Jamillah explored how the built environment shaped the economic and physical health of urban communities and the people who live and work in them. Building on her grassroots experiences, Jamillah honed her ability to engage and connect with people of different backgrounds and cultures, which grounds her work as a facilitator and project manager who can foster collaboration and inclusive engagement. Jamillah's process design expertise, facilitative leadership skills, and strategic thinking help guide clients in defining and achieving their planning goals. Her passion for advancing equity in historically marginalized communities fuels and informs her creativity in designing and implementing public involvement plans that build consensus, community capacity, and a future vision. Fluent in Spanish, Jamillah is adept at engaging diverse and limited-English proficient communities.

Education

- MA, Urban Planning, University of California, Los Angeles
- BA, Psychology and Community Studies, University of California, Santa Cruz

Relevant Experience

- Caltrans District 4 Central Avenue Interstate I-80 Undercrossing Improvements Public Outreach, Richmond and El Cerrito, CA
- BART Title VI Public Outreach Meetings, San Francisco Bay Area, California
- Great Streets Community Engagement, City of Los Angeles, CA

DR. RICHARD BERNARD, PARTNER, FM3

Survey Manager

FM3 Partner Dr. Richard Bernard joined the firm after being on the faculty at the University of Toronto from 1999 to 2002. Dr. Bernard routinely conducts research and provides strategic advice for a diverse set of clients including cities, counties, special districts, K-12 and community college districts, non-profits, businesses, and labor unions. His work provides a road map to help his clients communicate effectively with their populations of interest.



Dr. Bernard has served as Project Manager on land-use, resident satisfaction, budget priorities, and strategic planning surveys for numerous municipalities, including the cities of Bellflower, Burbank, Hawaiian Gardens, Lakewood, Lomita, Long Beach, Los Angeles, Moreno Valley, Pasadena, Palm Springs, Rancho Santa Margarita, San Luis Obispo, Santa Monica, South El Monte, Signal Hill, Torrance, West Hollywood, and Ventura, among many others. His research has helped cities better understand how their land-use, and social and economic policies affect their residents; what quality of life issues have not been adequately addressed; as well as whether policy proposals to address outstanding issues are understood or welcomed by their constituents. He recently completed a survey among City of Agoura Hills residents to examine the type of developments they would be open to, particularly around housing elements related to young families and seniors. Currently, he is working with MIG to examine City of Los Angeles residents' views on the City's effort to respond to the State housing mandates. The substantive areas examined in the survey include issues surrounding affordable housing, different housing types, location preferences for new housing development, and the City's efforts to provide housing opportunities for historically disadvantaged communities. This research will inform, and has been informed by, the City's engagement efforts with their residents.

Dr. Bernard is no stranger to San Diego County having worked on behalf of the cities of Coronado, La Mesa, San Diego and Vista; as well as the Port of San Diego; Sweetwater Union High School District; San Diego Unified School District; Valley Center Fire District; Scripps Hospital; and the Nature Conservancy and Ocean Conservancy.

While at the University of Toronto, he taught research methods and statistics, and within his research dealt frequently with issues related to cities, employment, ethnicity, and families. Prior to joining the faculty at

University of Toronto, Dr. Bernard was a Sloan Foundation post-doctoral fellow at the National Opinion Research Center (NORC) based at The University of Chicago, where he both designed and tested quantitative and qualitative research related to family, work, and educational issues.

Education

- Ph.D., Sociology, UCLA
- M.A., McGill University
- Honors B.A., York University

MARIANA LOPEZ

Spanish Language Interpreter/Translator

Mariana Lopez is the owner of Mariana Lopez Interpreting and Translation Services. Ms. Lopez works across the San Diego/Tijuana region, managing all facets of document translation and simultaneous interpretation (English/Spanish) for range of business, municipal and non-profit clients. She is experienced in translating and interpreting written texts, as well as providing simultaneous translation during meetings, workshops and events. Ms. Lopez' areas of expertise include but are not limited to: environmental advocacy, community planning and international conferences. Clients include: City of Chula Vista; City of National City; Environmental Health Coalition; Sierra Club; Luna and Associates; MIG Inc.; California Environmental Protection Agency; Center for Policy Initiatives; Transfair, Latinamerican Energy Conference; Chula Vista Police Department; MMc Energy, Inc., and California Energy Commission.



Education

- M.A., International Affairs, UC San Diego
- B.A., Business Administration and Hotel Management, Escuela Panamericana de Hoteleria, Mexico City
- Leadership and Teamwork Certificate, UC San Diego Extension
- Translation and Interpretation License, Southern California School of Interpretation, San Diego, CA

PROJECT UNDERSTANDING

Like many small cities in California, the City of Lemon Grove is sometimes challenged to conduct a consistent and methodical approach to planning for its long-term future. One major challenge for Lemon Grove is the City's constrained public finances in recent years, which is anticipated to become more significant with the recent economic decline primarily due to Covid-19. This has limited its ability to maintain typical city services, as well as invest in infrastructure and long-range planning for community growth.

Related to long-range planning and community growth, the City is challenging its proposed allocation of housing units in the Regional Housing Needs Assessment (RHNA), which is critical to the Housing Element Update process. Additionally, while it recently attempted to update its General Plan (last updated in 1996), the postponement of the process has further stymied the City's efforts to develop an updated vision and policy guidance for future growth. Furthermore, the attempted update to the Downtown Village Plan, including the addition of 3,000 new units to the downtown area, also did not receive City Council approval.

Overall, these efforts represent a number of "fits and starts" in the city's efforts to define its desired future. The City's legal challenge to the RHNA allocation also speaks to elected officials' concerns and distrust of external forces that are pressuring decisions on their future growth. Community discussions that include representative participation and are grounded in objective, fact-based discussions and public input will be important to building confidence in the Housing Element Update (HEU) process and outcomes.

While the public participation process for the HEU will not be able to define an updated vision for the City's growth, it should focus on key questions related to the characteristics, general locations, and community members with significant housing needs based on existing City growth policies. Additionally, it can provide City leadership with an engagement opportunity for those who are hard to reach and not normally involved in long range planning, particularly the City's significant low-income, disadvantaged, and racially diverse community members.

APPROACH AND SCOPE OF WORK

The MIG Team proposes a multi-pronged, public participation process for the HEU that is comprehensive and provides an objective, defensible basis of data and results. Specifically, the public participation process addresses the following objectives:

- Apply an education and engagement approach that emphasizes an objective, fact-based articulation of the HEU's purpose, need and objectives
- Explain the juxtaposition of the HEU process as related to the City's concurrent legal challenge to the RHNA allocation
- Reach a representative cross-section of the City's demographics, with particular attention to communities of concern and hard to reach groups, including people with housing insecurities, special needs populations, and people of color
- Provide multiple ways to learn about the HEU and provide input
- Summarize the public participation process approach and outcomes in a concise, comprehensive report that informs the overall HEU effort

The MIG Team's proposed scope of work strikes a balance of our team's leadership in designing, conducting and summarizing the outcomes of the process, while also leveraging community stakeholder support and very-limited capacity among City staff.

TASK 1. PUBLIC PARTICIPATION PLANNING

Task 1.1 Project Initiation Meeting and Coordination

The MIG Team will meet with City staff in the Project Initiation Meeting to confirm the project approach and objectives, and refine the scope of work and timeline. The meeting will also address detailed roles and responsibilities to ensure that limited City staff resources are leveraged and MIG Team resources are maximized. City staff will share their perspectives on the overall goals of the participation process, opportunities and challenges to be addressed, key stakeholders to involve in extending the reach of the participation process, and additional considerations. MIG will summarize the meeting outcomes in a concise memorandum, including any updates to the public participation plan activities and schedule. MIG will conduct weekly coordination calls and periodic email/phone communications with City staff, as well as project management and accounting activities as

part of this task.

Task 1.0 Deliverables (electronic):

- Project Initiation Meeting and Weekly Coordination Meetings: agenda, summary notes
- Final Public Participation Plan (memorandum)



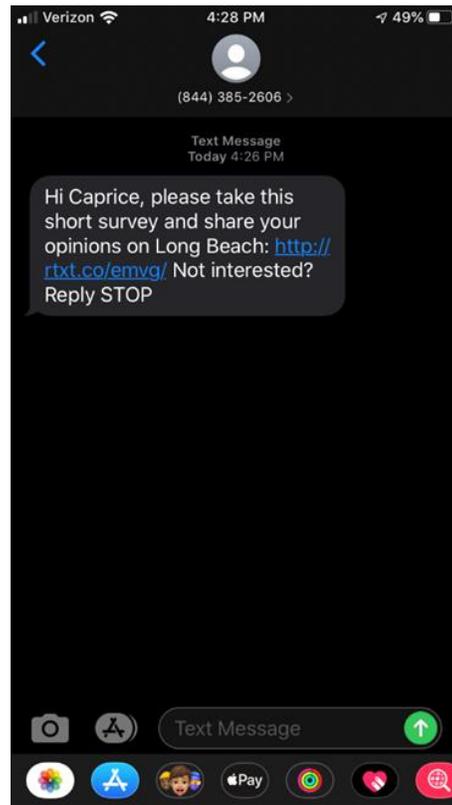
TASK 2. COMMUNITY SURVEY

FM3 will conduct a statistically valid survey involving a 15-minute questionnaire administered to a random sample of 300 Lemon Grove residents 18 years of age and older. The survey will be conducted via telephone (cellular and landline) and online, with telephone interviews conducted in English and Spanish. Invitations to take the survey will be distributed via telephone, text message (to cellular phones only), and email.

FM3 recommends the methodological approach outlined below in response to the City’s request that the feedback process be inclusive to all areas and demographic groups in Lemon Grove. The proposed survey’s random methodology, multi-methods of contact (e-mail, text and telephone); accessibility either online or on the telephone (for those who may not have access to broadband, a computer and/or a smartphone); and the availability of the survey in both English and Spanish ensures that as many Lemon Grove residents as possible have access to the outreach process. This statistically valid survey approach allows the City to gather data about residents’ awareness and understanding of housing-related issues, as well as the value they place on housing access and affordability for Lemon Grove residents, and generalize those findings to the entire population at large

FM3 will utilize a random sample drawn from a master list of all residential addresses in Lemon Grove. To generate the survey sample, FM3 will cross-reference a random sampling of residential addresses with

commercially available consumer and voter registration databases to acquire the names, ages, and current contact information (email addresses and telephone numbers) for each potential respondent. In instances where a potential respondent is randomly selected to take the survey online but does not promptly respond to the email invitation to do so (and a cellular telephone number for this individual is also available), FM3 will follow-up with a text message invitation as a reminder – an example of which is shown in the image below. This relatively new survey contact approach has been found to improve response rates to online surveys.



This multi-contact method (see “Address-Based Sampling Survey” graphic) increases the likelihood that every individual 18 years of age or older residing in Lemon Grove is eligible to be included in the random sample – thereby ensuring both the representativeness of the sample, and the accuracy and validity of the survey results.

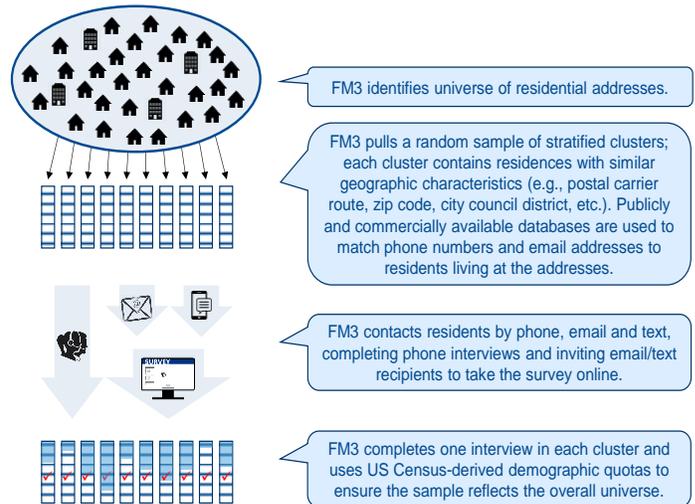
As shown in the “Survey Phases” graphic, FM3 will approach the survey in three distinct phases: research design, data collection, and data analysis and reporting. FM3 is experienced in drafting and fielding research quickly to respond to current or pressing events. We are prepared to begin upon the execution of an agreement and if fortunate to be chosen to work with the City, can complete all three phases of the research within the scheduled period outlined in the Request for Proposal. Furthermore, at the conclusion of Phase 3 for each survey, FM3 would remain available for ongoing consultation and any further analysis and presentation of the research, as needed.

While the final deliverables for the survey research will be decided in consultation with the project team (including MIG and City staff), FM3 anticipates that these deliverables will include: (1) Final survey questionnaire; (2) Topline survey results (the survey questionnaire filled in with the percentages having chosen each response code); (3) Full cross-tabulated results (responses to every survey question, broken down by dozens of demographic, geographic, behavioral, and attitudinal subgroups of the Lemon Grove resident population); (4) A complete analysis of the survey results in the form of a comprehensive PowerPoint presentation (including graphic presentation of key findings, detailed results, conclusions, and actionable recommendations); (5) presentation of the survey results via secure web link; and (6) Raw data from the survey in electronic form (if requested).

Task 2.0 Deliverables (electronic):

- Draft and Final Survey Questionnaire
- Topline Survey Results
- Full Cross-Tabulated Results
- Analysis and Results Slideshow
- Presentation of Analysis and Results
- Raw Data

Address-Based Sampling Survey



Survey Phases

Phase 1 - RESEARCH DESIGN

- Kick-off meeting/confirmation of research specifications
- Review necessary background materials
- Draft, refine, and finalize survey questionnaire
- Draft, refine, and finalize invitation email
- Translate survey questionnaire into Spanish
- Finalize sample parameters and order/prep sample
- Program and test survey questionnaire

Phase 2 - DATA COLLECTION

- Send email invitations and email reminders (as necessary)
- Analyze demographics of online survey respondents
- Initiate and conduct telephone interviews
- Sent text reminders (as necessary)
- Continually review responses and sample quotas
- Begin development of cross-tabulated report structure

Phase 3 - DATA ANALYSIS & REPORTING

- Generate topline survey results
- Generate cross-tabulated results
- Conduct statistical analysis
- Generate PowerPoint presentation of key findings, conclusions, and actionable recommendations
- Present findings

TASK 3. PUBLIC OUTREACH MATERIALS

MIG will lead development of a suite of outreach and education materials that will support outreach activities.

Task 3.1 Education Materials and Messaging

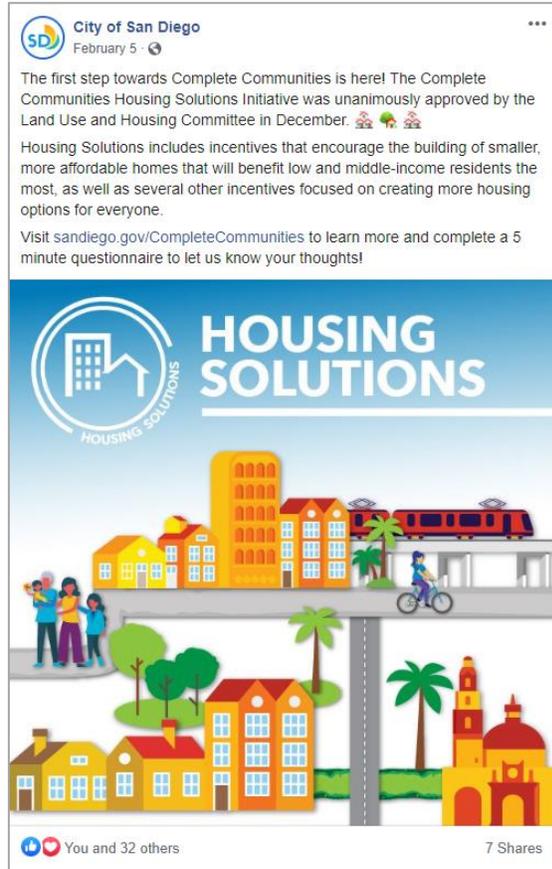
MIG will develop a set of key messages that will be the foundation for public education and outreach. In consultation with City staff, and based on best practices as through MIG’s experiences, the LEAP grant recommendations, and HCD recommendations, the messaging will be tailored to the Lemon Grove context and current conditions.

MIG will also develop a set of foundational education materials. This will include development of a simple, title block, graphic brand/identity that derives from the City’s logo. Developed materials will include the following:

- Project information/fact sheet
- Presentation slideshow
- E-blasts to support notification efforts (2)
- Spanish language versions of these materials

Task 3.2 Targeted Social Media Campaign

MIG will develop a social media calendar and content to support public awareness and notifications of outreach and participation activities. The campaign will be primarily Facebook based, which will allow for quick and cost-efficient ramp-up and launch of the project. Specifically, the calendar and postings will be tailored to promote participation in the community webinars and community survey. MIG will develop and conduct a recommended “digital buy” for advertisements and/or boosted posts. This buy will target a demographic profile of “hard to reach” community members and will include Spanish language as appropriate/necessary. MIG will collect and include in the Public Outreach Summary Report (see Task 5) the metrics of views and click-throughs to the project website and community questionnaire.



Task 3.3 Outreach Toolkit

MIG will develop a simple outreach toolkit for use among key stakeholder individuals and groups in English and Spanish languages. The toolkit will include a simple set of education materials (see task 3.1) and a simple discussion guide or questionnaire that stakeholders may use with friends and family members in safe, Covid-sensitive conditions. Stakeholders who conduct the activity will be provided a simple way to submit participants’ discussion points via email or a web-based input form to the project team.

Task 3.0 Deliverables (electronic):

- Project Information/fact sheet
- Presentation slideshow
- E-blasts to support notification efforts (2)
- Project page on Facebook: design and host
- Targeted social media: digital buy and calendar of postings
- Outreach toolkit
- Spanish language versions of above materials

TASK 4. PUBLIC PARTICIPATION ACTIVITIES

MIG will conduct a multi-pronged participatory process that provides community members with multiple ways to

engage and participate in the process.

Task 4.1 Web-Based Questionnaire

MIG will design and conduct a web-based questionnaire in English and Spanish languages to extend the reach of the process to those who may not participate in a scheduled activity. While different from the Community Survey (see Task 2.0), the questionnaire will feature a parallel set of questions, and potentially additional or refined questions that are not practical for a statistically-valid survey. Ultimately, the resulting data will provide comparative results across all of the public participation activities for this process. The questionnaire will be designed to be 5-to-7 minutes in length to complete. MIG will use a proven platform (e.g., Survey Monkey or Typeform) that is accessible across devices (i.e., smartphone, tablet, desktop computer). MIG will summarize the results as part of the Public Outreach Summary Report (see task 5.0) and provide the raw data to the City staff, if requested.

Task 4.2 Stakeholder Interviews (2)

MIG will conduct two (2) stakeholder interviews with groups of community-based organization and neighborhood leaders. The purpose will be to collect their input on values, needs, experiences and priorities related to housing for respective communities and constituencies, particularly those who are hard-to-reach. The interviews will be conducted via Zoom video/tele-conference, with each not exceeding one-hour in length. MIG will develop the questions for review and approval by City staff. MIG will facilitate and take notes for each interview. The participants and questions for all interviews will be reviewed and approved beforehand by City staff. MIG will summarize the results as part of the Public Outreach Summary Report (see task 5.0)

Task 4.3 Community Workshops (2)

MIG will design, facilitate and record up to two (2) community workshops (via webinar) with the broader public on MIG's Zoom videoconference platform. The workshops could both be bilingual, or one could be bilingual and the second in Spanish-language. The agenda for both workshops will be the same, with the format including a brief presentation conducted by City staff on the purpose, objectives and emerging data for the housing element. The majority of webinar will focus on collecting public input and answering questions, which may be done through multiple methods, including but not limited to: on-screen polling questions; spoken/audio comments; written comments via the

“chat” function; and other potential methods. Both webinars will also offer simultaneous Spanish language interpretation of the presentation material and public inputs. Public comments will be recorded and visible to participants in real-time through screenshare of a “digital whiteboard.” Public notifications of the webinar will occur through the methods in Task 3.0. MIG will summarize the results as part of the Public Outreach Summary Report (see task 5.0).

Task 4.0 Deliverables (electronic):

- Web-based questionnaire in English and Spanish: design and host
- Stakeholder interviews (2): facilitate and record
- Community workshops (2) with simultaneous Spanish translation

Task 4.4 Pop-Up Events

MIG and City staff will identify potential community organizations that draw communities of concern, people with housing insecurities, and similar demographics related to the outreach process' targeted demographics. MIG will design and produce 2-to-4 simple display materials (e.g., posters, small banners) or handouts that encourage participants to learn about the project and participate in input activities. These materials could be further tailored if available students, interns, or similar partners could be available to distribute them in safe, in-person contexts related to Covid conditions.

TASK 5. PUBLIC PARTICIPATION SUMMARY REPORT

MIG will summarize the purpose, objectives, formats and findings of each public outreach and participation activity in the Public Participation Summary Report. An executive summary will provide the key findings that emerged across the public participation process. Each activity's purpose, objectives, formats, participants, and detailed findings will be displayed in subsequent sections of the report, including: Community Survey, Outreach Toolkit, Web-Based Questionnaire, Stakeholder Interviews, Focus Groups, and Community Webinars. A separate section of the report will provide metrics (e.g., views, click-throughs, etc.) related to the outreach and notification methods, including: E-blasts, Targeted Social Media, and Project Website. MIG will provide City staff with the Draft Summary Report for review and approval before producing the Final summary Report.

Task 5.0 Deliverables (electronic):

- Draft and Final Public Participation Summary Report



ESTIMATED BUDGET

MIG, Inc.										Subconsultant											
E. Garcia Principal-in-Charge		A. Pendoley Project Manager		J. Jordan Strategic Advisor		Project Associate		Graphic Designer		MIG Totals		FM3 Research		Community Translations		Sub Totals		Direct Costs		Professional Fees Totals	
Hrs@	\$205	Hrs@	\$175	Hrs@	\$175	Hrs@	\$85	Hrs@	\$95												
Task 1: Public Participation Plan																					
1.1	\$1,230	12	\$2,100	0	\$0	6	\$510	0	\$0	24	\$3,840	\$500	\$0	\$1,000	\$0	\$4,840	\$0	\$4,840			\$4,840
Subtotal:		6	\$1,230	12	\$2,100	0	\$0	6	\$510	0	\$0	24	\$3,840	\$500	\$0	\$1,000	\$0	\$4,840			\$4,840
Task 2: Community Survey																					
2.1	\$410	2	\$350	2	\$350	0	\$0	0	\$0	6	\$1,110	\$8,000	\$0	\$6,000	\$0	\$9,110	\$0	\$9,110			\$9,110
2.2	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	\$16,000	\$0	\$16,000	\$0	\$16,000	\$0	\$16,000			\$16,000
2.3	\$410	2	\$350	0	\$0	0	\$0	0	\$0	4	\$760	\$6,500	\$0	\$6,500	\$0	\$7,260	\$0	\$7,260			\$7,260
Subtotal:		4	\$820	4	\$700	2	\$350	0	\$0	10	\$1,870	\$30,500	\$0	\$30,500	\$0	\$32,370	\$0	\$32,370			\$32,370
Task 3: Public Outreach Materials																					
3.1	\$410	4	\$700	2	\$350	8	\$680	16	\$1,520	32	\$3,660	\$0	\$500	\$500	\$500	\$2,500	\$1,330	\$4,130	\$250	\$250	\$4,410
3.2	\$410	4	\$700	0	\$0	8	\$680	8	\$760	22	\$2,550	\$0	\$250	\$250	\$500	\$2,000	\$200	\$2,200	\$0	\$0	\$2,200
3.3	\$410	6	\$1,050	4	\$700	12	\$1,020	12	\$1,140	36	\$4,320	\$0	\$500	\$500	\$500	\$2,000	\$200	\$2,200	\$0	\$0	\$2,200
Subtotal:		6	\$1,230	14	\$2,450	6	\$1,050	28	\$2,380	90	\$10,530	\$0	\$1,250	\$1,250	\$1,780	\$1,780	\$1,780	\$1,780	\$1,780	\$1,780	\$13,560
Task 4: Public Outreach Activities																					
4.1	\$410	8	\$1,400	2	\$350	16	\$1,360	4	\$380	32	\$3,900	\$0	\$250	\$250	\$500	\$250	\$500	\$500	\$500	\$500	\$4,250
4.2	\$820	12	\$2,100	0	\$0	16	\$1,360	0	\$0	32	\$4,280	\$0	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$5,080
4.3	\$820	12	\$2,100	0	\$0	16	\$1,360	0	\$0	32	\$4,280	\$0	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$800	\$5,080
4.4	\$0	0	\$0	0	\$0	8	\$680	8	\$760	20	\$2,140	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,140
Subtotal:		10	\$2,050	36	\$6,300	2	\$350	56	\$4,760	116	\$14,600	\$0	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$1,850	\$16,550
Task 5: Public Participation Summary Report																					
5.1	\$410	8	\$1,400	0	\$0	8	\$680	2	\$190	20	\$2,680	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,680
Subtotal:		2	\$410	8	\$1,400	0	\$0	8	\$680	2	\$190	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,680
SUBTOTAL		28	\$5,740	74	\$12,950	10	\$1,750	98	\$8,330	50	\$4,750	\$31,000	\$3,100	\$34,600	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$70,000
FINAL TOTAL		28	\$5,740	74	\$12,950	10	\$1,750	98	\$8,330	50	\$4,750	\$31,000	\$3,100	\$34,600	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$1,880	\$70,000

REFERENCES

Sarah Aghassi (for MIG)

General Manager / Deputy Chief Administrative Officer
Land Use and Environment Group, County of San Diego
1600 Pacific Highway, Room 212, Mail Stop A-6
San Diego, CA 92101
619-531-6256
Sarah.Aghassi@sdcounty.ca.gov
Relationship: Oversight of facilitation and planning services for: Thriving Plan; Process, Regulations and Housing Collaboration

Michele Marano (for MIG and Marianna Lopez)

Community Development Coordinator
Economic Development Department, City of San Diego
(619) 236-6381
mmarano@sandiego.gov
Relationship: Oversight of community engagement and facilitation services for San Diego Regional Analysis of Impediments to Fair Housing, San Diego Regional Alliance for Fair Housing in 2014 and 2019

Frank Rivera (for MIG)

Principal Civil Engineer
Engineering & Capital Projects Department
City of Chula Vista
276 Fourth Avenue, Building B
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FRivera@chulavistaca.gov
Relationship: Oversight of public participation, facilitation and design services for: F Street Corridor Plan; Active Transportation Plan

Paul Arevalo (for FM3)

City Manager
City of West Hollywood
8300 Santa Monica Boulevard
West Hollywood, CA 90069
(323) 848-6400
parevalo@weho.org
Relationship: Oversight of West Hollywood Multi-Unit Housing Study

Arturo Chiquito

Program Coordinator
Center for U.S.-Mexican Studies
University of California San Diego
831-594-3847
achiquito@ucsd.edu
Relationship: Oversight of Webinar Summer Series 2020 - simultaneous interpretation

ADDITIONAL REQUIRED INFORMATION

INDEMNITY

MIG agrees to defend, indemnify and hold the City harmless from and against any claims arising from the public outreach process.

LITIGATION HISTORY

MIG has no litigation history associated with public outreach.

INSURANCE COVERAGE

The following pages display MIG's available insurance coverage, which exceeds the City of Lemon Grove's minimum requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dealey, Renton & Associates P. O. Box 12675 Oakland CA 94604-2675	CONTACT NAME: Jo Lusk PHONE (A/C, No, Ext): 510-465-3090 E-MAIL ADDRESS: certificates@dealeyrenton.com	FAX (A/C, No): 510-452-2193
	INSURER(S) AFFORDING COVERAGE	
License#: 0020739 MIGINC0-01	INSURER A: Berkley Insurance Company	NAIC # 32603
INSURED MIG, Inc. 800 Hearst Ave Berkeley CA 94710	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: The Travelers Indemnity Company of Connecticut	25682
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 165887229

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H899998	8/31/2020	8/31/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA6K931299	8/31/2020	8/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP0H758762	8/31/2020	8/31/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	UB2L553909	8/31/2020	8/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			AEC903908702	8/31/2020	8/31/2021	Each Claim \$3,000,000 Annual Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability.

FOR PROPOSALS. An Actual Certificate will be issued upon the request of the Named Insured.

CERTIFICATE HOLDER**CANCELLATION** 30 Days Notice of Cancellation

Sample

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ADDITIONAL COVERAGES BY WRITTEN CONTRACT OR AGREEMENT

This is a summary of the coverages provided under the following forms (complete forms available):

Excerpt from COMMERCIAL GENERAL LIABILITY COVERAGE (FORM #CG T1 00 02 19)

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

4. OTHER INSURANCE - d. PRIMARY AND NON-CONTRIBUTORY INSURANCE IF REQUIRED BY WRITTEN CONTRACT:

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

Excerpt from XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS (FORM #CG D3 79 02 19)

PROVISION M. - BLANKET WAIVER OF SUBROGATION - WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION THAT
 YOU ARE REQUIRED TO INCLUDE AS
 ADDITIONAL INSURED ON THE COVERAGE
 FORM IN A WRITTEN CONTRACT OR
 AGREEMENT THAT IS SIGNED AND
 EXECUTED BY YOU BEFORE THE BODILY
 INJURY OR PROPERTY DAMAGE
 OCCURS AND THAT IS IN EFFECT
 DURING THE POLICY PERIOD.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Cov-

ered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB2L553909

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E

Meeting Date: December 15, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

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

mjames@lemongrove.ca.gov

Item Title: **Approve the MOU with the Lemon Grove Little League**

Recommended Action: That the City Council adopts a resolution (**Attachment A**) approving the memorandum of understanding with the Lemon Grove Little League.

Summary: The City of Lemon Grove and Lemon Grove Little League (LGLL) have collaborated to provide youth sports services since before the City incorporated in 1977. Each year the City renews a memorandum of understanding (MOU) with the LGLL to memorialize the responsibilities of both parties and the area of use. The draft MOU for next year will operate under the same parameters as it did last year, with the exception that all County of San Diego Public Health Orders related to COVID-19 will be followed and implemented by the LGLL organization. The LGLL reviewed the draft MOU and approved it at its Board of Director's meeting on December 9, 2020. Staff recommends that the City Council adopts a resolution (**Attachment A**) approving the memorandum of understanding with the Lemon Grove Little League for calendar year 2021.

Environmental Review:

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

Fiscal Impact: [None.]

Public Notification: None.

Staff Recommendation: That the City Council adopts a resolution (**Attachment A**) approving the memorandum of understanding with the Lemon Grove Little League.

Attachments: Attachment A – Resolution

RESOLUTION NO. 2020 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING
WITH THE LEMON GROVE LITTLE LEAGUE**

WHEREAS, the Lemon Grove Little League partners with the City of Lemon Grove to provide youth sports activities at the sports fields located at Monterey Heights Elementary School; and

WHEREAS, the City and Lemon Grove Little League have encourage the continued involvement of its residents and guests in recreational activities; and

WHEREAS, each year the City and the Lemon Grove Little League meet to discuss and finalize an annual memorandum of understanding for the use of the sports fields; and

WHEREAS, the Lemon Grove Little League agrees to adhere to County of San Diego, Health and Human Services Agency, Order of the Health Officer and Emergency Regulations as it relates to COVID-19; and

WHEREAS, the City Council finds that the memorandum of understanding serve both the best interest of the participants in the Lemon Grove Little League and the general public.

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

1. Approves the memorandum of understanding with the Lemon Grove Little League; and
2. Authorizes the City Manager, or her designee, to sign and manage the agreement.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered on this _____ day of December, 2020, by and between the City of Lemon Grove, a municipal corporation (City) and Lemon Grove Little League (LGLL), a California corporation, regarding the following:

RECITALS

WHEREAS, LGLL is a corporation organized and operating in the State of California; and

WHEREAS, the City is a public body, corporate and politic, exercising governmental functions and powers pursuant to the general laws as authorized by the Constitution of the State of California; and

WHEREAS, the City and LGLL are mutually interested in and concerned with the provision of providing adequate facilities and services for community sports and recreation at the Lemon Grove Little League Field Complex; and

WHEREAS, within this facility, LGLL shall accept responsibility for providing activities, programs, and services to benefit youth recreational programs that may include, but not limited to, baseball and softball activities; and

WHEREAS, the City and LGLL are desirous of entering this MOU under the terms and conditions set forth herein.

NOW, THEREFORE, the City and LGLL agree as follows:

1. Description of Facility: The LGLL fields are located at 7701 Nichols Street, Lemon Grove, CA 91945 (Exhibit 1). Within the fields the LGLL and City are owners of separate fields that make up the facility site. At the time of this agreements execution the facilities include:
 - a. Baseball fields,
 - b. Concession area and storage,
 - c. Restrooms,
 - d. Batting cages,
 - e. Parking lot, and
 - f. Other baseball/softball related equipment and facilities.

2. Term of MOU: The term of this MOU shall be one (1) year from the date of the last signature of all parties.

3. Times of Use: LGLL will observe all established park hours and use rules. The City will provide the LGLL with a copy of all rules affecting LGLL's use of the facility. LGLL participants and those associated with LGLL activities may not arrive prior to dawn nor remain after dusk on any given day. LGLL is responsible for coordinating the opening of gates by with its own representative. Use of motorized equipment and player warm-ups are not permitted prior to 7:00 a.m. nor after dusk. LGLL practices, events (such as opening day or closing day ceremonies and tournaments), and games may not start earlier than 7:00 a.m. and shall end no later than thirty (30) minutes prior to sunset unless written approval is received from the City.

4. Scheduling Facilities: A master schedule of facilities, dates and times for the use of the facilities shall be established in advance at semiannual scheduling meetings between LGLL and the City representative. The purpose of the scheduling meetings shall be to coordinate the uses of the facilities and to avoid conflict between the City, LGLL, the Lemon Grove School District (District), and any third-party uses and to protect the real and personal property involved.

5. Scheduling Meetings: At the first meeting, which shall take place before or during June of each year, the City and LGLL shall agree upon a schedule, in writing, for the fall and winter months with respect to the use of the facilities including, but not limited to the times, uses and users of the facilities. At the second meeting, which shall take place by December of each year, the City and LGLL shall agree upon a schedule, in writing, for the times, uses and users of the facilities. After the schedules are set at the scheduling meetings, both parties shall notify each other in the event of any scheduling changes. Should an unanticipated event that is not included on the schedules set at the scheduling meetings arise, each party agrees to reasonable accommodate the other party with respect to such event. All tournaments shall be scheduled a minimum of two weeks in advance. LGLL shall have priority use of the facilities. City retains all rights and control over the scheduling for the use the City facilities.

6. Prohibited Uses: LGLL shall not use or permit facilities, the City's property, or any portion of thereof, to be improved, developed, used or occupied in any manner or for any purpose that is in any way violation of any applicable law, ordinance, or regulation of any federal, state, county, or local government agency, body or entity. Use of all properties and facilities shall be in accordance with all policies, rules and/or regulations of the property owner. Specific prohibited uses include:

- a. At no time is alcohol consumption permitted at the facilities by league members or LGLL spectators during LGLL scheduled uses.
- b. No tobacco or vaping products will be allowed at any time of on City property.

7. Installation of Equipment, Facilities, or Improvements. LGLL agrees that it may not install sprinkler systems, turf, lighting, fencing, equipment and/or other

improvements on City's property without prior written approval by the City of the location, plans and specifications for the placement of all such equipment, facilities and permanent improvements upon City property. City shall have the sole discretion to approve the type, design, and construction of such facilities or improvements in advance.

8. Cost of Improvements. The cost of any installation of equipment or construction for approved purposes shall be mutually agreed upon in writing prior to installation or commencement of construction on City property. The cost of maintaining such improvements and facilities shall be mutually agreed upon, in writing, prior to installation or commencement of construction. Any such installation or construction shall be memorialized in a separate agreement regarding use, maintenance and payment for the improvements, which agreement shall be an addendum to this MOU.

9. Removal of Personal Property and Fixtures. Upon termination of this MOU, or upon termination of use of a specific property or facility, LGLL shall retain ownership of its personal property, and shall remove it from City property. All improvement made to the City property and facilities that have become fixtures shall remain the property of the City, except as otherwise agreed upon by the parties in a separate agreement relating to such improvement.

10. Supervision. LGLL shall provide an adequate number of competent personnel to supervise all activities on City's property. However, the City may reject an employee or representative on the City property based on not meeting supervisory standards as established in advance of usage. In no event shall the City be responsible or liable for LGLL's failure to provide adequate or competent supervision of activities on the City's property. The obligation to provide supervision shall include the responsibility to provide security for events, if appropriate. LGLL shall also be responsible for enforcing all rules, regulations, and policies governing the use of a facility on City property.

11. Costs and Supplies. LGLL will furnish and supply all expendable materials necessary to carry on its programs while using facilities. LGLL shall be responsible for payment of all costs associated with tournaments held to include, but not limited to, restrooms, parking lot clean up, security and other costs that are related to the facility use.

12. Maintenance or Property. Unless otherwise specified in this MOU or any separate agreement between the parties hereto the LGLL is for all maintenance of its property. Additionally, on the City's property, the LGLL agrees to be responsible for:

- a. Landscape and irrigation maintenance.
- b. Maintenance and repair of baseball equipment, including chain link fencing and backstops, benches, infields, bleachers, bases, mounds, home plate, scoreboards, outfield and back stop netting, including batting cages.
- c. Removing all graffiti or vandalism within 72 hours of notification.

d. Removal of litter and trash.

If a situation occurs where a major facility repair is requested on City property the LGLL will promptly contact the City to request a field visit to discuss solutions that may include contracting emergency repairs, cost sharing, etc.

13. Utilities and Staffing. The LGLL is responsible for all electrical and restroom costs. The City is responsible for all waste management costs. Costs related to water for irrigation of the fields will be shared by both parties. Each year at the December meeting, the LGLL will provide the City with its prior year's costs for water. The City will review that amount, in conjunction with the LGLL's financial statement to determine what is the amount needed to support the LGLL and if the City can provide said support.

14. Concessions. LGLL will obtain all necessary permits and/or licenses from applicable federal, state, county, or local government entities for concession or other business or sales activities conducted by the LGLL. Concession areas and storage areas for concession supplies shall be made available during the same times to coincide with LGLL activities. Concession, storage and surrounding areas shall be kept clean and uncluttered. LGLL shall be responsible for maintenance of such areas while in use. All proceeds generated by fees charged from concession sales shall be kept by the LGLL but reported annually to the City at its December meeting. The City reserves the right to discuss future proceed sharing between the City and LGLL.

15. Parking Lot Use. LGLL shall be responsible for clean up expenses for the use of the parking lot adjacent to the facilities. All proceeds generated by fees charged for parking shall be kept by the LGLL but reported annually to the City at its December meeting. The City reserves the right to discuss future proceed sharing between the City and LGLL.

16. Damages Caused by LGLL Activities. LGLL shall be responsible for damages to property caused by its activities. Said damages may include, but are not limited to, parked cars, windshields, and neighboring properties.

17. Administrative Review and Amendment. The President or his/her designee of the LGLL and the Assistant City Manager / Public Works Director or his/her designee of the City shall meet annually to review and coordinate matters of mutual concern in the administration of the MOU. The provision of this MOU may be amended or modified only by mutual consent and written agreement approved by the City Council and the LGLL Executive Board of Directors.

18. Defense, Indemnification, and Hold Harmless. Notwithstanding any other provision contained in this MOU, and to the fullest extent allowed by law, LGLL shall defend, hold harmless and indemnify the City and its elected and appointed boards, officers, agents and employees from and against all costs claims for damages to real or

personal property, or personal injury to any third party, including reasonable attorney fees arising under this MOU. LGLL further agrees that the indemnification and hold harmless described herein shall include all defense-related fees and costs associated with the defense of City by counsel selected by City. However, this MOU does not require LGLL to defend, hold harmless or indemnify the City for the City's own sole negligence or willful misconduct on City property.

19. Insurance. During the term of this MOU, LGLL shall obtain and maintain in full force and effect the following insurance policies from companies authorized to issue insurance in the State of California:

- a. *Comprehensive General Liability* - occurrence based, including premises-operations, products/completed operations coverage, broad form property damage, bodily injury and blanket contractual liability with the following coverages:

General Liability \$1,000,000 per person per occurrence.
 \$2,000,000 annual aggregate combined.
 \$1,000,000 property damage or bodily injury per
 occurrence, cross liability exclusions prohibited,
 costs of defense shall be in addition to coverage.

- b. *Automobile Liability* – LGLL does not currently own, hire or use any automobiles. However, if LGLL does own, hire or use any automobile on City owned property or in relation to this MOU, LGLL shall obtain a policy of automobile liability insurance for the duration of the vehicle's use with the following coverages and including the endorsements detailed in 19 (d).

Auto Liability \$1,000,000 per person per occurrence.
 \$2,000,000 annual aggregate combined.
 \$1,000,000 property damage or bodily injury per
 occurrence, cross liability exclusions prohibited,
 costs of defense shall be in addition to coverage.

- c. *Workers' Compensation* – If applicable, LGLL shall maintain insurance in amounts in accordance with statutory requirements.
- d. *Endorsements* – Shall be obtained so that each policy contains the following four provisions, the wording for which shall be to the satisfaction of the City.
 - i. Additional Insured (Not required for professional errors and omissions liability insurance or workers' compensation). "The City of

Lemon Grove and its elected and appointed boards, officers, agents, and employees are additional insureds.”

- ii. Notice. “Said policy shall not terminate, nor shall it be canceled or reduced in coverage without thirty (30) days’ written notice to the City of Lemon Grove.
- iii. Primary Coverage. The policy provides primary coverage to the City of Lemon Grove and its elected and appointed boards, officers, agents and employees. It is not secondary or in any way subordinate to any other insurance or coverage maintained by the City of Lemon Grove.
- iv. Waiver of Subrogation. The LGLL waives any right of recovery it may have against the City of Lemon Grove and its elected and appointed boards, officers and employees because of payments it makes for injury or damages.

20. Additional Insurance. LGLL shall meet any insurance requirements of owners whose property may be available for use under this MOU, including but no limited to, Helix Water District, Lemon Grove School District (LGSD) or other agencies or bodies.

21. Use Permits. All joint use areas made available for use under this MOU, such as properties owned by LGSD or other entities shall be scheduled through the City with use permits completed and filed with the associated entity.

22. Assignment. LGLL shall not sell, assign or sublease its rights under this MOU without the prior written consent of the City. Consent to an assignment in one instance shall not be a waiver of the right to withhold consent to a subsequent request.

23. Default. Failure of any party to comply with any term or condition or fulfillment of any obligation of this MOU within thirty (30) days of receipt of written notice of default, or such period of time as mutually agreed to, shall constitute a default. Such written notice of default shall specify the nature of the default with reasonable particularity so that party may cure the default.

24. Minor Defaults. Defaults caused by failure to clean, repair, maintain and secure are deemed minor and will be referred for immediate resolution to the Assistant City Manager / Public Works Director or his/her designee.

25. Dispute Resolution. In the event that any dispute arises out of this MOU, the parties shall in good faith meet and confer to resolve the dispute.

26. Attorney's Fees. If a suit or other legal proceeding, including arbitration, is instituted in connection with any controversy arising out of this MOU, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorneys' fees.

27. Notice. Any notice required or permitted under this MOU shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

To LGLL: Lemon Grove Little League
ADDRESS
Lemon Grove, CA 91945

To City: City of Lemon Grove
Public Works Department
3232 Main Street
Lemon Grove, CA 91945

28. Termination of MOU. This MOU may be terminated by either party for any reason upon at least one hundred and eighty (180) days written notice to the other. Notwithstanding, separate agreements which exceed one hundred and eighty (180) days duration will be terminable under the terms of such agreement.

In the event of a default by a party to this MOU, and after providing notice and an opportunity to reach compliance as provided herein, the non-defaulting party shall have the right to terminate this MOU. Such termination shall be effective upon providing the defaulting party written notice of termination in accordance with this paragraph. The written notice of termination shall specify the default that serves as a basis for termination of this MOU.

29. Equal Opportunity / Non-Discrimination. The parties covenant that there shall be no discrimination against or segregation of any person or groups of persons on account of race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry in the use, occupancy, or enjoyment of the facilities described in this MOU.

30. ADA Compliance. The owner of the property and facilities made available for use under this MOU is solely responsible for ensuring full compliance with the requirements of the American with Disabilities Act.

31. Compliance with Rules and Regulations or Property Owner. LGLL agrees that it shall comply with all policies, rules and regulations established by the owner of the property and facilities made available for use under this MOU.

32. Official Representative. LGLL representative, for purposes of this MOU, shall be the Board President. The City representative shall be the Assistant City Manager / Public Works Director or his/her designee.

33. Employees. For purposes of this MOU, all persons employed in the performance of services and functions for each party shall be deemed employees of that party only, and no party employee shall be considered an employee of the other party under the jurisdiction of said other party, nor shall such other party employees have any pension, civil service, or enjoy any other status of benefit accruing to employees of the other party.

34. Entire MOU. This MOU constitutes the entire understanding between the parties with respect to the subject matter and supersedes any prior negotiations, representations, agreements and understandings.

35. Amendments. This MOU may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except by an agreement in writing signed by the parties hereto.

36. MOU Binding. This MOU shall inure to the benefit of and be binding upon the parties signing and their respective successors.

37. Governing Law. The interpretation, validity and enforcement of this MOU shall be governed by and construed under the laws of the State of California.

38. Partial Invalidity. The provisions of this MOU are severable. Should any provision be found or deemed to be invalid, this MOU shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect.

39. Waiver. The failure by either party to enforce any term or provision of this MOU shall not constitute a waiver of that term or provision, or any other term or provision. No waiver by either party of any term or provision of this MOU shall be deemed or shall constitute a waiver of any other provision of this MOU, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided in writing.

40. Future Assurances. Each party hereto shall cooperate and take such actions as may reasonable be requested by the other party hereto in order to carry out the provisions of this MOU and the transactions contemplated by this MOU.

41. Construction of MOU. The terms and provisions of this MOU shall be liberally construed to effectuate the purpose this MOU. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this MOU, no uncertainty or ambiguity shall be construed or resolved against either party under nay rule of construction, including the party primarily responsible for the drafting ad preparation of this MOU.

42. Time of Essence. Time is of the essence with respect to the obligations of each party under this MOU.

43. Exhibits and Recitals. All exhibits and recitals referenced in this MOU and attached hereto are hereby incorporate by this reference into this MOU.

THIS MOU is executed by the duly authorized representatives of the Lemon Grove Little League and the City of Lemon Grove on the date first herein above written.

CITY OF LEMON GROVE

LEMON GROVE LITTLE LEAGUE

Lydia Romero, City Manager

NAME, President

ATTEST:

Audrey Malone, Deputy City Clerk

APPROVED AS TO FORM AND LEGALITY:

Kristen Steinke, City Attorney

Exhibit 1: City and Lemon Grove Little League Property Boundaries





CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.F

Meeting Date: December 15, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Lydia Romero, City Manager

Item Title: **Mayor Pro Tem Rotation for Calendar**

Recommended Action: Adopt Resolution confirming the rotation of Council Member Jerry Jones to serve as Mayor Pro Tem commencing December 15, 2020 through December 21, 2021 and establishing the Mayor Pro Tem rotation schedule for the subsequent three years.

Summary: City of Lemon Grove Resolution No. 2649, attached, was adopted on July 16, 2006, establishes the policy to determine the rotation of the Mayor Pro Tem position among the City Council and establishes the next three years for the rotation.

Discussion: Each year, the City rotates its Mayor Pro Tem designee as described in Resolution 2649, adopted July 16, 2006, which established the rotation policy. During election years, Government Code Section 36801 states that following the declaration of election results and the installation of elected officials, the City Council chooses one of its members to serve as Mayor Pro Tem. During non-election years, the Mayor Pro Tem rotation occurs one year following the previous year's rotation.

The City's Mayor Pro Tem rotation policy is based on the three principles outlined below:

1. The rotation should follow the pattern established from the previous six years,
2. The Mayor Pro Tem should serve for approximately a one-year period, and
3. In the event that two or more Council Members have not served as Mayor Pro Tem and have equal tenure in office, the one who received the most votes in the previous election should be placed higher on the rotation list.

The following City Council Members have rotated in the Mayor Pro Tem position in the following order for the past six years: Jerry Jones (2014), Racquel Vasquez (2015), George Gastil (2016), Jennifer Mendoza (2017), Jerry Jones (2018), David Arambula (2019) and Jennifer Mendoza (2020).

The following is the proposed rotation of Mayor Pro Tem for the next three terms as established by Resolution 2649:

December 2020 – December 2021

Jerry Jones

December 2021 – December 2022

Liana Lebaron

December 2022 – December 2023

George Gastil

It is staff's recommendation that Council Member Jerry Jones be appointed as the Mayor Pro Tem commencing on December 15, 2020 to serve in that position for the next year, followed by Council Members Liana Lebaron and George Gastil.

Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section |

Mitigated Negative Declaration

Fiscal Impact: Minimal costs related to new business cards for the new Mayor Pro Tem which has been incorporated in the FY 20-21 general fund budget.

Public Notification: None

Staff Recommendation: Staff recommends that the City Council adopt the resolution appointing Council Member Jerry Jones as the Mayor Pro Tem from the period of December 15, 2020 through December 21, 2021 and confirm the rotation schedule for the subsequent two years

Attachment:

Attachment A – Resolution

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA CONFIRMING THE ROTATION OF COUNCIL MEMBER JERRY JONES TO SERVE AS THE MAYOR PRO TEM FOR THE PERIOD OF DECEMBER 15, 2020 THROUGH DECEMBER 21, 2021 AND ESTABLISHING THE MAYOR PRO TEM ROTATION SCHEDULE FOR THE SUBSEQUENT TWO YEARS

WHEREAS, Lemon Grove Municipal Code Section 2.14.080 establishes the position of Mayor Pro Tem; and; and

WHEREAS, Resolution 2649, adopted by the City Council on July 16, 2006, established a policy to determine the rotation of the Mayor Pro Tem among Council Members; and

WHEREAS, referring to the policy established by Resolution 2649, the City Council determines the rotation of the Mayor Pro Tem by following the rotation pattern established from previous years, considering that the Mayor Pro Tem should serve for approximately a period of one year, and in the event that two or more Council Members have not served as Mayor Pro Tem and have equal tenure in office, the one who received the most votes in the previous election should be placed higher on the rotation list; and

WHEREAS, referring to the policy established by Resolution 2649, after a municipal election, the City Council is to appoint its Mayor Pro Tem and confirm the rotation for the subsequent two years by resolution; and.

WHEREAS, applying the policy established by Resolution 2649, Council Member Jerry Jones would serve as Mayor Pro Tem for the period of December 15, 2020 through December 21, 2021, followed by Council Member Liana Lebaron and then by Council Member George Gastil.

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

1. Appoints Council Member Jerry Jones as Mayor Pro Tem from December 15, 2020 through December 21, 2021, and
2. Confirms that Council Member Liana Lebaron to serve as Mayor Pro Tem for a one-year period following Council Member Jerry Jones' term, and
3. Confirms that Council Member George Gastil will serve as Mayor Pro Tem for a one-year period following Council Member Liana Lebaron's term.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2

Meeting Date: December 15, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Finance

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

Item Title: **Cannabis Business Tax Rates**

Recommended Action: Adopt a resolution setting the cannabis business tax rates effective January 1, 2021.

Summary: Based on feedback provided by City Council during the December 1, 2020 agenda item on the City's General Fund Budget, staff is returning with a Cannabis Business Tax Rate Resolution for calendar year 2021 that sets the retail sales tax rate at 5% and the tax rates for all other cannabis activity at the maximum tax rates included in Measure J.

Discussion:

On November 3, 2020 the City of Lemon Grove voters approved Measure J, a Cannabis Business Gross Receipts Tax. The new tax will take effect January 1, 2021 based on the rates being approved at the City Council meeting tonight.

Cannabis Business Tax Measure Overview

Measure J added chapter 5.46, Cannabis Business Tax, to Title 5 of the Lemon Grove Municipal Code (**Attachment B**) and repealed the \$15 per member per year business permit tax previously due from medical marijuana dispensaries. The new cannabis business tax is payable by each person engaged in business as a cannabis business, regardless of whether they are operating in accordance with the Lemon Grove Municipal Code or operating illegally. The City's acceptance of a tax payment from a business operating illegally does not mean the City approves or consents with the illegal operations.

A gross receipts tax is a tax on the business conducting activities subject to the tax and is levied upon the business gross receipts. It is not a tax on the consumer like a sales tax. Chapter 5.46 specifically states, "The Cannabis Business Tax shall not be separately identified or otherwise specifically assessed or charged to any member, customer, patient, or caretaker."

The new Cannabis Business Tax is a general tax, meaning the new revenue is to be used for general governmental expenditures of the City. All proceeds of the tax will be placed in the General Fund in accordance with the Section 5.46.20. Any expenditure made from the General Fund, such as costs for fire, public safety, public works, recreation, is considered a general governmental expenditure.

Tax Rate Setting

City Council has the authority to increase or decrease the tax rates by resolution or ordinance up to the not to exceed percentages listed in the tax measure (**Attachment B**). Currently, only medical marijuana dispensaries are legal cannabis businesses in the City. A dispensary is categorized as a retail sales cannabis business, which can be taxed up to 8% under Chapter 5.46. Based on the discussion at the December 1, 2020 City Council meeting, the initial tax rate for retail sales will be set at 5% for calendar year 2021. **Attachment A**, the resolution setting the rates, reflects the 5% amount.

As a reminder, the 5% retail sales tax rate was reached by considering the current rates of neighboring jurisdictions shown below and acknowledging that retail cannabis is just getting started in Lemon Grove. Right now there is one operational dispensary in the City and staff expects one more to open at the beginning of 2021.

- La Mesa – 4%
- City of San Diego – was 5%, now 8%
- Chula Vista – 7%

The language of the new tax ordinance gives City Council the flexibility to treat all retail sales the same or make distinctions within that category to charge different tax rates. With that flexibility in mind, staff is recommending making a tax exemption for receipts from retail sales to a customer with a valid California Department of Public Health Medical Marijuana Identification card. This exemption follows the logic of the State of California Revenue and Taxation Code, which exempts from sales tax a qualified patient or primary caregiver for a qualified patient with an ID card issued under Section 11362.71 of the Health and Safety Code. There are currently less than 500 valid State medical marijuana ID cards held by San Diego County residents, so exempting their receipts from the Cannabis Business Tax should have little impact on the overall revenue generated by the new tax.

Making an exemption for retail sales receipts from customers with a valid State ID card for 2021 does not commit the City to continuing this distinction indefinitely. Section 5.46.50 (B) states, “The City Council may, by resolution or ordinance, increase or decrease the rate of the medicinal cannabis business tax, including the initial rate of the medicinal business tax, independent of other cannabis business tax activities.” The retail sales tax rates set tonight for 2021 will be revisited during the FY 2021-2022 budget process in the Spring and can be adjusted for the following calendar year (2022) at that point in time.

For cannabis business activity beyond retail sales, staff is recommending setting the tax rates at the maximum rates listed in Section 5.46.50 (C). Although all of these other cannabis activities are currently illegal in the City of Lemon Grove, the tax is payable regardless of whether the business is operating lawfully. Staff is not aware of any illegal cannabis businesses currently operating within Lemon Grove.

These rates can be revisited and adjusted by a resolution of City Council. For example, City Council may want to consider decreasing the rates for activities that are made lawful in the future. City staff will be returning to City Council in February 2021 to discuss expanding the Lemon Grove Municipal Code to allow for businesses that sell recreational adult-use cannabis products (which falls under the retail sales tax rate) and other cannabis activity, such as cultivation.

For the time being, the tax rate setting resolution in **Attachment A** reflects the maximum rates listed in Section 5.46.50 (C), summarized below.

- Commercial cannabis and/or industrial hemp cultivation – 4%
- Operation of a testing laboratory for cannabis and/or industrial hemp – 2%
- Distribution of cannabis and/or industrial hemp – 3%
- Manufacturing or processing of cannabis and/or industrial hemp – 4%

Remittance

In addition to tax rate categories and maximum tax rate percentages discussed above, Chapter 5.46 also describes how the new cannabis business tax should be collected. The bullet points below summarize the key procedures.

- The tax is due monthly and must be paid by the end of the month following the tax period in order to avoid late penalties.
- The Tax Administrator is the City staff person responsible for implementing and collecting the cannabis business tax and the City Manager has designated the Administrative Services Director to serve in this role.
- The City is not legally required to send tax notices to cannabis businesses, but we will do so as a courtesy.
- If the tax payment is between 1-30 days late a penalty of 10% of the amount of the tax plus 1% interest is due. If the tax payment is more than one month late, a penalty of 25% of the amount of the tax plus 1% interest per month is due.

Environmental Review:

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

Fiscal Impact:

Until the City starts receiving tax remittance, it is challenging to give precise estimates for what the new tax will generate in revenue. Based on the assumptions used by the independent fiscal analysis of the Measure J, each dispensary will generate \$3.5M in annual taxable sales. At a tax rate of 5% and with two operational dispensaries, the City should receive \$175,000 in new revenue during the remaining six months of FY 2020-2021.

Public Notification: N/A

Staff Recommendation: Adopt a resolution setting the cannabis business tax rates effective January 1, 2021.

Attachments:

Attachment A – Resolution

Attachment B – Code Amendment, Chapter 5.46

RESOLUTION NO. 2020-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING THE CANNABIS BUSINESS TAX RATES
EFFECTIVE JANUARY 1, 2021**

WHEREAS, On July 7, 2020, the Lemon Grove City Council approved Resolution 2020-3750, which was placed before the voters as Measure J;

WHEREAS, Measure J was approved by the voters of the City of Lemon Grove at the General Municipal Election held on Tuesday November 3, 2020;

WHEREAS, Measure J authorizes the City Council to impose a business gross receipts tax on cannabis businesses within the City;

WHEREAS, Measure J was codified as Chapter 5.46, the Cannabis Business Tax Ordinance, of the City of Lemon Grove Municipal Code;

WHEREAS, Section 5.46.50(A) of the Lemon Grove Municipal Code states, “Beginning January 1, 2021, there is imposed upon each person who is engaged in business as a cannabis business a cannabis business tax”;

WHEREAS, Section 5.46.50(B) of the Lemon Grove Municipal Code states, “The City Council may, by resolution or ordinance, increase or decrease the rate of the cannabis business tax, including the initial rate of cannabis business tax”;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby imposes the following tax rates beginning January 1, 2021:

1. For every person engaged in commercial cannabis cultivation, including cultivation of industrial hemp, in the City the tax rate shall be:
 - a. Four percent (4%) of gross receipts in a facility that uses exclusively artificial lighting
 - b. Four percent (4%) of gross receipts in a facility that uses a combination of natural and supplemental lighting as defined in Section 5.46.40(Q)
 - c. Four percent (4%) in a facility that uses no artificial lighting

- d. Four percent (4%) in a facility that is a nursery
2. For every person engaged in the operation of a testing laboratory for cannabis, cannabis products, industrial hemp and/or industrial hemp products s/he/it shall be subject to a tax rate of two percent (2%) of gross receipts
3. For every person engaged in retail sales of cannabis, cannabis products, industrial hemp, and/or industrial hemp products, including as a retailer (dispensary) or non-storefront retailer (retail delivery business), or microbusiness, s/he/it shall be subject to a tax rate of five percent (5%) of gross receipts
 - a. Retail sales of cannabis, cannabis products, industrial hemp, and/or industrial hemp products to a customer with a valid California Department of Public Health Medical Marijuana Identification card issued under Section 11362.71 of the Health and Safety Code are exempt from the five percent (5%) of gross receipts tax rate
4. For every person engaged in distribution of cannabis, cannabis products, industrial hemp and/or industrial hemp products, s/he/it shall be subject to a tax rate of three percent (3%) of gross receipts
5. For every person engaged in manufacturing or processing of cannabis, cannabis products, industrial hemp and/or industrial hemp products, or any other type of cannabis business not described in Section 5.46.50 (C) (1), (2), (3), or (4) s/he/it shall be subject to a tax rate of percent (4%) of gross receipts.

PASSED AND ADOPTED on December 15, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2020-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

EXHIBIT A

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF LEMON GROVE,
CALIFORNIA ADDING CHAPTER 5.46 (CANNABIS
BUSINESS TAX) TO TITLE 5 OF THE LEMON GROVE
MUNICIPAL CODE**

THE PEOPLE OF THE CITY OF LEMON GROVE DO ORDAIN AS FOLLOWS:

SECTION 1. CODE AMENDMENT. Chapter 5.46 is added to Title 5 of the Lemon Grove Municipal Code to read as follows:

CHAPTER 5.46

- 5.46.10 Title.
- 5.46.20 Authority and purpose.
- 5.46.30 Intent.
- 5.46.40 Definitions.
- 5.46.50 Tax imposed.
- 5.46.60 Registration, reporting, and remittance of tax.
- 5.46.70 Payments and communications – timely remittance.
- 5.46.80 Payment – when taxes deemed delinquent.
- 5.46.90 Notice not required by City.
- 5.46.100 Penalties and interest.
- 5.46.110 Refunds and credits.
- 5.46.120 Refunds and procedures.
- 5.46.130 Personal cultivation not taxed.
- 5.46.140 Administration of the tax.
- 5.46.150 Appeal procedure.
- 5.46.160 Enforcement –action to collect.
- 5.46.170 Apportionment.
- 5.46.180 Constitutionality and legality.
- 5.46.190 Audit and examination of premises and records.
- 5.46.200 Other licenses, permits, taxes or charges.
- 5.46.210 Payment of tax does not authorize unlawful business.
- 5.46.220 Deficiency determinations.
- 5.46.230 Failure to report – nonpayment, fraud.
- 5.46.240 Tax assessment –notice requirements.
- 5.46.250 Tax assessment – hearing, application, and determination.
- 5.46.260 Relief from taxes-disaster relief.
- 5.46.270 Conviction for violation – taxes not waived.
- 5.46.280 Violation deemed misdemeanor.
- 5.46.290 Severability.
- 5.46.300 Remedies cumulative.
- 5.46.310 Amendment or modification.

5.46.10 Title.

This ordinance shall be known as the Cannabis Business Tax Ordinance.

5.46.20 Authority and Purpose.

The purpose of this Ordinance is to adopt a tax, for revenue purposes, pursuant to Sections 37101 and 37100.5 of the California Government Code, upon cannabis businesses that engage in business in the City. The Cannabis Business Tax is levied based upon business gross receipts. It is not a sales and use tax, a tax upon income, or a tax upon real property and shall not be calculated or assessed as such. The Cannabis Business Tax shall not be separately identified or otherwise specifically assessed or charged to any member, customer, patient, or caretaker. The Cannabis Business Tax is a general tax enacted solely for general, governmental purposes of the City and not for specific purposes. All of the proceeds from the tax imposed by this chapter shall be placed in the City's general fund and be available for any lawful municipal purpose.

5.46.30 Intent.

The intent of this Ordinance is to levy a tax on all cannabis or industrial hemp businesses that operate in the City, regardless of whether such business would have been legal at the time this chapter was adopted. Nothing in this chapter shall be interpreted to authorize or permit any business activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

5.46.40 Definitions.

The following words and phrases shall have the meanings set forth below when used in this chapter:

A. "Business" shall include all activities engaged in or caused to be engaged in within the City, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

B. "Fiscal Year" means July 1 through June 30, of the same accounting period.

C. "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" shall not include "industrial hemp," unless otherwise specified.

D. "Cannabis product" means raw cannabis that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical

product. “Cannabis product” also means cannabis products as defined by Section 11018.1 of the California Health and Safety Code and is not limited to medicinal cannabis products.

E. “Canopy” means all areas occupied by any portion of a cannabis or industrial hemp plant whether contiguous or noncontiguous on any one site. When plants occupy multiple horizontal planes (as when plants are placed on shelving above other plants) each plane shall be counted as a separate canopy area.

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

G. “Cannabis business tax” or “business tax,” means the tax due pursuant to this chapter for engaging in a cannabis business in the City.

H. “Commercial cannabis cultivation” means cultivation of cannabis or industrial hemp undertaken in the course of conducting a cannabis business.

I. “Commercial cannabis permit” means a permit issued by the City to a person to authorize that person to operate a cannabis business or engage in business as a cannabis business within the City.

J. “Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis or industrial hemp and includes, but is not limited to, the operation of a nursery.

K. “Employee” means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission, barter or any other form of compensation.

L. “Engaged in business as a cannabis business” means the commencing, conducting, operating, managing or carrying on of a cannabis business, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City or coming into the City from an outside location to engage in such activities. A person shall be deemed engaged in business within the City if:

1. Such person or person’s employee maintains a fixed place of business within the City for the benefit or partial benefit of such person;
2. Such person or person’s employee owns or leases real property within the City for business purposes;
3. Such person or person’s employee regularly maintains a stock of tangible

personal property in the City for sale in the ordinary course of business;

4. Such person or person's employee regularly conducts solicitation of business within the City; or

5. Such person or person's employee performs work or renders services in the City.

The foregoing specified activities shall not be a limitation on the meaning of "engaged in business."

M. "Evidence of doing business" means evidence such as, without limitation, use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, or representation to a government agency or to the public that such person is engaged in a cannabis business in the City.

N. "Gross Receipts," except as otherwise specifically provided, means, whether designated as a sales price, royalty, rent, membership fee, ATM service fee, delivery fee, slotting fee, any other fee, vaping room service charge, commission, dividend, or other designation, the total amount (including all receipts, cash, credits, services and property of any kind or nature) received or payable for sales of goods, wares or merchandise, or for the performance of any act or service of any nature for which a charge is made or credit allowed (whether such service, act or employment is done as part of or in connection with the sale of goods, wares, merchandise or not), without any deduction therefrom on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, losses or any other expense whatsoever. However, the following shall be excluded from Gross Receipts:

1. Cash discounts where allowed and taken on sales;

2. Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;

3. Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;

4. Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;

5. Cash value of sales, trades or transactions between departments or units of the same business located in the City of Lemon Grove or if authorized by the Tax Administrator in writing in accordance with Section 5.46.140 (B);

6. Whenever there are included within the gross receipts amounts which reflect sales for which credit is extended and such amount proved uncollectible in a

subsequent year, those amounts may be excluded from the gross receipts in the year they prove to be uncollectible; provided, however, if the whole or portion of such amounts excluded as uncollectible are subsequently collected they shall be included in the amount of gross receipts for the period when they are recovered;

7. Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded;

8. Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the City's Finance Department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

9. Payments made by the tax-reporting cannabis business (Seller) to a cannabis business (Buyer) for the difference in the original acquisition price and subsequent renegotiated or finalized selling price of products or services sold to a specific end customer. This type of transaction is referred to as a "Billback". The tax-reporting cannabis business must provide supporting documentation to substantiate the transaction in order to be eligible for an exemption.

O. "Industrial hemp" means a crop that is limited to types of the plant *Cannabis sativa* L. having no more than three-tenths of 1 percent tetrahydrocannabinol (THC) contained in the dried flowering tops, whether growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin produced therefrom.

P. "Industrial hemp products" means any raw hemp that has undergone a process whereby the raw agricultural product has been transformed into a concentrate, an edible product, or a topical product. "Hemp product" also means hemp products as defined by Section 11018.5 of the California Health and Safety Code.

Q. "Lighting" means a source of light that is primarily used for promoting the biological process of plant growth. Lighting does not include sources of light that primarily exist for the safety or convenience of staff or visitors to the facility, such as emergency lighting, walkway lighting, or light admitted via small skylights, windows or ventilation openings.

R. "Medicinal cannabis" or "medicinal cannabis product" means cannabis or a cannabis product, intended to be sold or sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, for a medicinal cannabis patient in California who possesses a physician's recommendation, or a cannabis card issued pursuant to Health and Safety Code Section 11362.71.

S. "Nursery" means a facility or part of a facility that is used only for producing clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of cannabis or industrial hemp industrial hemp.

T. “Person” means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, whether organized as a nonprofit or for-profit entity, and includes the plural as well as the singular number.

U. “Processing” means a cultivation site that conducts only trimming, drying, curing, grading, packaging, or labeling of cannabis, industrial hemp and nonmanufactured cannabis products.

V. “Sale” “Sell” and “to sell” means and includes any sale, exchange, or barter. It shall also mean any transaction whereby, for any consideration, title to cannabis, cannabis products, industrial hemp and/or industrial hemp products are transferred from one person to another and includes the delivery of cannabis, cannabis products, industrial hemp and/or industrial hemp products pursuant to an order placed for the purchase of the same, but does not include the return of cannabis, cannabis products, industrial hemp and/or industrial hemp products to the licensee from whom the cannabis, cannabis product, industrial hemp and/or industrial hemp product was purchased.

X. “State” means the State of California.

Y. “State license,” “license,” or “registration” means a state license issued pursuant to California Business & Professions Code Section 26050, and all other applicable state laws, required for operating a cannabis business.

Z. “Tax Administrator” means the City Manager of the City of Lemon Grove or his or her designee.

AA. “Testing Laboratory” means a cannabis business that (i) offers or performs tests of cannabis, cannabis products, industrial hemp and/or industrial hemp products (ii) offers no service other than such tests, (iii) sells no products, excepting only testing supplies and materials, (iv) is accredited by an accrediting body that is independent from all other persons involved in the cannabis industry in the state and (v) is registered with the Bureau of Cannabis Control or other state agency.

5.46.50 Tax Imposed.

A. Beginning January 1, 2021, there is imposed upon each person who is engaged in business as a cannabis business a cannabis business tax. Such tax is payable regardless of whether the business has been issued a business license or commercial cannabis permit to operate lawfully in the City or is operating unlawfully. The City’s acceptance of a cannabis business tax payment from a cannabis business operating illegally shall not constitute the City’s approval or consent to such illegal operations.

B. The City Council may, by resolution or ordinance, increase or decrease the rate of the cannabis business tax, including the initial rate of cannabis business tax. The

City Council may, by resolution or ordinance, increase or decrease the rate of the medicinal cannabis business tax, including the initial rate of the medicinal business tax, independent of other cannabis business tax activities. In addition, the City Council may, by resolution or ordinance, increase or decrease the rate of the cannabis business tax on hemp or hemp products, including the initial rate of the tax on hemp or hemp products independent of other cannabis activities. Notwithstanding the foregoing, in no event shall the City Council repeal this tax or set any adjusted rate that exceeds the maximum rates calculated pursuant to this Chapter.

C. The maximum rate of the cannabis business tax shall be calculated as follows:

1. For every person engaged in commercial cannabis cultivation, including cultivation of industrial hemp, in the City:
 - a. The annual maximum rate shall be:
 - i. Four percent (4%) of gross receipts in a facility that uses exclusively artificial lighting.
 - ii. Four percent (4%) of gross receipts in a facility that uses a combination of natural and supplemental lighting as defined in Section 5.46.40 Q of this chapter.
 - iii. Four percent (4%) in a facility that uses no artificial lighting.
 - iv. Four percent (4%) in a facility that is a nursery.
2. For every person engaged in the operation of a testing laboratory for cannabis, cannabis products, industrial hemp and/or industrial hemp products s/he/it shall be subject to the maximum tax rate not to exceed two percent (2%) of gross receipts.
3. For every person engaged in retail sales of cannabis, cannabis products, industrial hemp, and/or industrial hemp products, including as a retailer (dispensary) or non-storefront retailer (retail delivery business), or microbusiness, s/he/it shall be subject to the maximum tax rate not to exceed eight percent (8%) of gross receipts.
4. For every person engaged in distribution of cannabis, cannabis products, industrial hemp and/or industrial hemp products, s/he/it shall be subject to the maximum tax rate not to exceed three percent (3%) of gross receipts.
5. For every person engaged in manufacturing or processing of cannabis, cannabis products, industrial hemp and/or industrial hemp products, or any other type of cannabis business not described in Section 5.46.50 (C) (1), (2), (3), or (4) s/he/it

shall be subject to the maximum tax rate not to exceed four percent (4%) of gross receipts.

- D. Persons subject to the cannabis business tax shall register with the City and pay the registration fee pursuant to Section 5.46.60. They shall also be required to obtain a business license pursuant to Chapter 5.04 of this code; provided, however, that cannabis business activities subject to the cannabis business tax shall be excluded from determining the amount of any business license tax payable under Chapter 5.04.

5.46.60 Registration, reporting and remittance of tax.

- A. Registration of Cannabis Business. All cannabis businesses shall be required to annually register as follows:
 - 1. All persons engaging in business as a cannabis business, whether an existing, newly established or acquired business shall register with the Tax Administrator within thirty (30) days of commencing operation and shall annually renew such registration within 30 days of the business registration anniversary date of each year thereafter. In registering, such persons shall furnish to the Tax Administrator a sworn statement, upon a form provided by the Tax Administrator, setting forth the following information:
 - i. The name of the business
 - ii. The names and addresses of each owner
 - iii. The exact nature or kind of business;
 - iv. The place where such business is to be carried on; and
 - v. Any additional information which the Tax Administrator may require.
- B. An annual registration fee in accordance with the current and approved City fee schedule shall be presented with the sworn statement submitted under this chapter. This fee shall not be considered a tax and may be adjusted by resolution of the City Council.
- C. The cannabis business tax imposed by this chapter shall be paid, in arrears, on a monthly basis. Each person owing a cannabis business tax each calendar month shall, no later than the last day of the month following the close of the calendar month, file with the Tax Administrator a statement (“tax statement”) of the tax owed for that calendar month and the basis for calculating that tax. The Tax Administrator may require that the tax statement be submitted on a form prescribed by the Tax Administrator. The tax for each calendar month shall be due and payable on that same date that the tax statement for the calendar month is due.

- D. Upon cessation of a cannabis business, tax statements and payments shall be immediately due for all calendar months up to the calendar month during which cessation occurred.
- E. The Tax Administrator may, at his or her discretion, establish alternative reporting and payment periods for any taxpayer as the Tax Administrator deems necessary to ensure effective collection of the cannabis business tax. The Tax Administrator may also require that a deposit, to be applied against the taxes for a calendar month, be made by a taxpayer at the beginning of that calendar month. In no event shall the deposit required by the Tax Administrator exceed the tax amount he or she projects will be owed by the taxpayer for the calendar month. The Tax Administrator may require that a taxpayer make payments via a cashier's check, money order, wire transfer, or similar instrument.

5.46.70 Payments and communications – timely remittance.

Whenever any payment, statement, report, request or other communication is due, it must be received by the Tax Administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date would fall on a Saturday, Sunday or a holiday observed by the City, the due date shall be the next regular business day on which the City is open to the public.

5.46.80 Payment - when taxes deemed delinquent.

Unless otherwise specifically provided under other provisions of this chapter, the taxes required to be paid pursuant to this chapter shall be deemed delinquent if not received by the Tax Administrator on or before the due date as specified in Sections 5.46.60 and 5.46.70.

5.46.90 Notice not required by the City.

The City may as a courtesy send a tax notice to the cannabis business which owes the City a cannabis business tax. However, the Tax Administrator is not required to send a delinquency or other notice or bill to any person subject to the provisions of this chapter. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this chapter.

5.46.100 Penalties and interest.

A. Any person who fails or refuses to pay any cannabis business tax required to be paid pursuant to this chapter on or before the due date shall pay penalties and interest as follows:

- 1. A penalty equal to ten percent (10%) of the amount of the tax, in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax at the rate of one percent (1%) per month.

2. If the tax remains unpaid for a period exceeding one calendar month beyond the due date, an additional penalty equal to twenty-five percent (25%) of the amount of the tax, plus interest at the rate of one percent (1%) per month on the unpaid tax and on the unpaid penalties.

3. Interest shall be applied at the rate of one percent (1%) per month on the first day of the month for the full month and will continue to accrue monthly on the tax and penalty until the balance is paid in full.

B. Whenever a check or electronic payment is submitted in payment of a cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this chapter, and any other amount allowed under state law.

5.46.110 Refunds and credits.

A. No refund shall be made of any tax collected pursuant to this chapter, except as provided in Section 5.46.120.

B. No refund of any tax collected pursuant to this chapter shall be made because of the discontinuation, dissolution, or other termination of a business.

5.46.120 Refunds and procedures.

A. Whenever the amount of any cannabis business tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City under this chapter, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the Tax Administrator within one (1) year of the date the tax was originally due or paid, whichever came first.

B. The Tax Administrator, his or her designee or any other City officer charged with the administration of this chapter shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the Tax Administrator to do so.

C. In the event that the cannabis business tax was erroneously paid in an amount in excess of the tax due, and the error is attributable to the City, the City shall refund the amount of tax erroneously paid; provided that (i) a claim for refund has been timely filed with the Tax Administrator; and (ii) the refund cannot exceed, under any circumstance, the amount of tax overpaid during the twelve months preceding the last month for which the claim states the tax was overpaid.

5.46.130 Personal Cultivation Not Taxed.

The provisions of this chapter shall not apply to personal cannabis cultivation or personal use of cannabis, to the extent those activities are authorized in the "Medicinal and Adult

Use Cannabis Regulation and Safety Act,” as may be amended. This chapter shall not apply to personal use of cannabis that is specifically exempted from state licensing requirements, that meets the definition of personal use or equivalent terminology under state law, and provided that the individual receives no compensation whatsoever related to that personal cultivation or use.

5.46.140 Administration of the tax.

A. It shall be the duty of the Tax Administrator to collect the taxes, penalties, fees, and perform the duties required by this chapter.

B. For purposes of administration and enforcement of this chapter generally, the Tax Administrator may from time to time promulgate such administrative interpretations, rules, and procedures consistent with the purpose, intent, and express terms of this chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The Tax Administrator may take such administrative actions as needed to administer the cannabis business tax, including but not limited to:

1. Provide to all cannabis business taxpayers forms for the reporting of the tax;
2. Provide information to any taxpayer concerning the provisions of this chapter;
3. Receive and record all taxes remitted to the City as provided in this chapter;
4. Maintain records of taxpayer reports and taxes collected pursuant to this chapter;
5. Assess penalties and interest to taxpayers pursuant to this chapter; and
6. Determine amounts owed under and enforce collection pursuant to this chapter.

5.46.150 Appeal procedure.

Any taxpayer aggrieved by any decision of the Tax Administrator with respect to the amount of tax, interest, penalties and fees, if any, due under this chapter may appeal to the City Council by filing a notice of appeal with the City Clerk within thirty (30) calendar days of the serving or mailing of the Tax Administrator’s determination of the amount due. The City Clerk, or his or her designee, shall fix a time and place for hearing such appeal, and the City Clerk, or his or her designee, shall give notice in writing to such operator at the last known place of address. The finding of the City Council shall be final and conclusive and shall be served upon the appellant in the manner prescribed by Section 5.46.150 for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice.

5.46.160 Enforcement - action to collect.

Any taxes, penalties and/or fees required to be paid under the provisions of this chapter shall be deemed a debt owed to the City. Any person owing money to the City under the provisions

of this chapter shall be liable in an action brought in the name of the City for the recovery of such debt. The provisions of this chapter shall not be deemed a limitation upon the right of the City to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this chapter or the failure to comply with any of the provisions of this chapter.

5.46.170 Appportionment.

If a business subject to the tax is operating both within and outside the City, it is the intent of the City to apply the cannabis business tax so that the measure of the tax fairly reflects the proportion of the taxed activity actually carried on in the City. To the extent federal or state law requires that any tax due from any taxpayer be apportioned, the taxpayer may indicate said apportionment on his or her tax return. The Tax Administrator may promulgate administrative procedures for apportionment as he or she finds useful or necessary.

5.46.180 Constitutionality and legality.

This tax is intended to be applied in a manner consistent with the United States and California Constitutions and state law. None of the tax provided for by this chapter shall be applied in a manner that causes an undue burden upon interstate commerce, a violation of the equal protection or due process clauses of the Constitutions of the United States or the State of California or a violation of any other provision of the California Constitution or state law. If a person believes that the tax, as applied to him or her, is impermissible under applicable law, he or she may request that the Tax Administrator release him or her from the obligation to pay the impermissible portion of the tax.

5.46.190 Audit and examination of premises and records.

A. For the purpose of ascertaining the amount of cannabis business tax owed or verifying any representations made by any taxpayer to the City in support of his or her tax calculation, the Tax Administrator shall have the power to inspect any location where commercial cannabis business activity occurs and to audit and examine all books and records (including, but not limited to bookkeeping records, state and federal income tax returns, and other records relating to the gross receipts of the business) of persons engaged in cannabis businesses. In conducting such investigation, the tax administrator shall have the power to inspect any equipment, such as computers or point of sale machines, that may contain such records.

B. It shall be the duty of every person liable for the collection and payment to the City of any tax imposed by this chapter to keep and preserve, for a period of at least three (3) years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the City, which records the Tax Administrator or his/her designee shall have the right to inspect at all reasonable times.

5.46.200 Other licenses, permits, taxes, fees or charges.

A. Nothing contained in this chapter shall be deemed to repeal, amend, be in lieu of,

replace or in any way affect any requirements for any commercial cannabis permit or City license required by, under or by virtue of any provision of any other Chapter of this code or any other ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required under any other Chapter of this code or any other ordinance or resolution of the City. Any references made or contained in any other Chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other Chapters of this code.

B. The Tax Administrator may revoke or refuse to renew the license required by Chapter 5.46 of this code for any business that is delinquent in the payment of any tax due pursuant to this chapter or that fails to make a deposit required by the Tax Administrator pursuant to Section 5.46.60.

A commercial cannabis permit issued under the Lemon Grove Municipal Code may be revoked, suspended or not renewed in the event that the business holding that permit has failed to (i) make a deposit required by the Tax Administrator pursuant to Section 5.46.60 or (ii) timely pay all taxes, interest and penalties owed by that business under this section.

5.46.210 Payment of tax does not authorize unlawful business.

A. The payment of a cannabis business tax required by this chapter, and its acceptance by the City, shall not entitle any person to carry on any cannabis business unless the person has complied with all of the requirements of this code and all other applicable state laws.

B. No tax paid under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any local or state law.

5.46.220 Deficiency determinations.

If the Tax Administrator is not satisfied that any statement filed as required under the provisions of this chapter is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession within three (3) years of the date the tax was originally due and payable. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a cannabis business, a deficiency determination may be made at any time within three (3) years thereafter as to any liability arising from engaging in such cannabis business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made, a notice shall be given to the person concerned in the same manner as notices of assessment are given under Section 5.46.240.

5.46.230 Failure to report—nonpayment, fraud.

A. Under any of the following circumstances, the Tax Administrator may make and give notice of an assessment of the amount of tax owed by a person under this chapter at any time:

1. If the person has not filed a complete statement required under the provisions of this chapter;
2. If the person has not paid the tax due under the provisions of this chapter;
3. If the person has not, after demand by the Tax Administrator, filed a corrected statement, or furnished to the Tax Administrator adequate substantiation of the information contained in a statement already filed, or paid any additional amount of tax due under the provisions of this chapter; or
4. If the Tax Administrator determines that the nonpayment of any cannabis business tax due under this chapter is due to fraud, a penalty of twenty-five percent (25%) of the amount of the tax shall be added thereto in addition to penalties and interest otherwise payable under this chapter and any other penalties allowed by law.

B. The notice of assessment shall separately set forth the amount of any tax known by the Tax Administrator to be due or estimated by the Tax Administrator, after consideration of all information within the Tax Administrator's knowledge concerning the business and activities of the person assessed, to be due under each applicable provision of this chapter and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

5.46.240 Tax assessment - notice requirements.

The notice of assessment shall be served upon the person either by personal delivery, by overnight delivery by a nationally-recognized courier service, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the Tax Administrator for the purpose of receiving notices provided under this chapter; or, should the person have no address registered with the Tax Administrator for such purpose, then to such person's last known address. For the purpose of Section 5.46.240, a service by overnight delivery shall be deemed to have occurred one (1) calendar day following deposit with a courier and service by mail shall be deemed to have occurred three (3) days following deposit in the United States mail.

5.46.250 Tax assessment - hearing, application and determination.

Within thirty (30) calendar days after the date of service of the notice of assessment the person may apply in writing to the Tax Administrator for a hearing on the assessment. If application for a hearing before the City is not made within the time herein prescribed, the tax assessed by the Tax Administrator shall become final and conclusive. Within thirty (30) calendar days of the receipt of any such application for hearing, the Tax Administrator shall cause the matter to be set for hearing before him or her no later than thirty (30) calendar days after the receipt of the application, unless a later date is agreed to by the Tax Administrator and the person requesting the hearing. Notice of such hearing shall be given by the Tax Administrator to the person

requesting such hearing not later than five (5) calendar days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the Tax Administrator should not be confirmed and fixed as the tax due. After such hearing the Tax Administrator shall determine and reassess (if necessary) the proper tax to be charged and shall give written notice to the person in the manner prescribed in Section 5.46.240 for giving notice of assessment.

5.46.260 Conviction for violation - taxes not waived.

The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this chapter or of any state law requiring the payment of all taxes.

5.46.270 Violation deemed misdemeanor.

Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor.

5.46.280 Severability.

If any provision of this chapter, or its application to any person or circumstance, is determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this chapter or the application of this chapter to any other person or circumstance and, to that end, the provisions hereof are severable.

5.46.290 Remedies cumulative.

All remedies and penalties prescribed by this chapter or which are available under any other provision of this code and any other provision of law or equity are cumulative. The use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions of this chapter.

5.46.300 Amendment or modification.

Except as set forth in Section 5.46.310, this chapter may be amended or modified but not repealed by the City Council without a vote of the people. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment that would expand, extend, or increase the rate of any tax levied pursuant to this section. The people of the City of Lemon Grove affirm that the following actions shall not constitute an increase of the rate of a tax:

A. The restoration or adjustment of the rate of the tax to a rate that is no higher than that allowed by this chapter, in those circumstances where, among others, the City Council has previously acted to reduce the rate of the tax or is incrementally implementing an increase authorized by this chapter;

B. An action that interprets or clarifies (i) the methodology of applying or calculating the tax or (ii) any definition applicable to the tax, so long as the interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the provisions of this Chapter 5.46; or

C. The collection of the tax imposed by this chapter even if the City had, for some period of time, failed to collect the tax.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The people of the City of Lemon Grove hereby declare that they would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 3. ENVIRONMENTAL COMPLIANCE. The findings establishing that this Ordinance is in compliance with the California Environmental Quality Act (“CEQA”) are the same as those set forth in the City Council’s Resolution No. 2020-3744 calling for an election on this Ordinance. The CEQA findings in Resolution No. 2020-3744 are incorporated herein by this reference.

SECTION 4. EFFECTIVE DATE. This Ordinance relates to the levying and collecting of a City tax and shall take effect immediately.

This Ordinance was approved and adopted by the People of the City of Lemon Grove at the City’s November 3, 2020 General Municipal Election.

This Ordinance was approved by Declaration of the vote by the City Council of the City of Lemon Grove on July 7, 2020.

Racquel Vasquez, Mayor

ATTEST:

Lydia Romero, City Manager



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3

Meeting Date: December 15, 2020

Submitted to: Honorable Mayor and Members of the City Council

Department: Community Development

Staff Contact: Noah Alvey, Community Development Manager

nalvey@lemongrove.ca.gov

Item Title: Ordinance No. 456 updating Chapter 17.28.020 of the Lemon Grove Municipal Code for Application Procedures

Recommended Action: Conduct second reading, by title only, and adopt Ordinance No. 456 (**Attachment A**) entitled, “An Ordinance of the City Council of the City of Lemon Grove, California, Amending Section 17.28.020.I of Title 17 (Zoning) of the Lemon Grove Municipal Code for Application Procedures”.

Summary: The introduction and first reading of the above-entitled Ordinance was approved at a Regular City Council Meeting on December 1, 2020. All Councilmembers were present. There were no public comments.

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

Vote at first reading: **AYES: Vasquez, Mendoza, Altamirano, Arambula, Jones**

ABSTAINED: None

ABSENT: None

DISQUALIFIED: None

Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section | |

Mitigated Negative Declaration

Fiscal Impact: None

Public Notification: Notice published in November 20, and December 4, 2020 editions of the East County Californian

Staff Recommendation: Conduct second reading, by title only, and adopt Ordinance No. 456 (Attachment A) entitled, “An Ordinance of the City Council of the City of Lemon Grove, California, Amending Section 17.28.020.I of Title 17 (Zoning) of the Lemon Grove Municipal Code for Application Procedures”.

Attachments:

Attachment A – Ordinance No. 456

ORDINANCE NO. 456

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, AMENDING SECTION 17.28.020.I OF TITLE 17 (ZONING) OF THE LEMON GROVE MUNICIPAL CODE FOR APPLICATION PROCEDURES

WHEREAS, the City of Lemon Grove adopted procedures for appeal hearings in Title 1 (General Provisions) that apply to appeal hearings for administrative citations and fines; and

WHEREAS, Section 1.24.1010.D describes the authority of the hearing officer and indicates that the hearing officer may, “...limit the total length of the hearing to one hour, and shall allow the responsible party at least as much time to present its case as is allowed the city.”; and

WHEREAS, the City of Lemon Grove also adopted application procedures as part of Title 17 (Zoning Ordinance) to establish the roles and responsibilities of those empowered and directed to provide application and permit review, render decisions, issue permits, and hear appeals for matters subject to Zoning Ordinance; and

WHEREAS, Section 17.28.020.I includes appeal hearing procedures, but does not include limitations to the total length of the hearing or the rights of the appellant to have at least as much time to present its case as is allowed the city; and

WHEREAS, an amendment to Section 17.28.020.I will create a uniform appeal hearing length and confirm the rights of the appellant to have at least as much time to present its case as is allowed the city; and

WHEREAS, the Planning Commission held a public hearing on November 23, 2020 and recommended that the City Council approve the proposed updates to the Zoning Ordinance for application procedures, but modified the staff recommendation by replacing “an appeal hearing shall be one hour” with “an appeal hearing may be one hour”; and

WHEREAS, on December 1, 2020, the City Council held a public hearing on the proposed amendment to the Zoning Ordinance.

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

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

SECTION TWO: The existing Lemon Grove Municipal Code Section 17.28.020.I, entitled "Application Procedures" is hereby amended to read as shown in bold, underlined and italicized additions and strikeouts in the attached Exhibit A, as recommended by the Planning Commission; and

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

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

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

INTRODUCED by the City Council on December 1, 2020.

PASSED AND ADOPTED by the City Council of the City of Lemon Grove, State of California, on December 15, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Lydia Romero, City Manager

Approved as to Form:

Kristen Steinke, City Attorney

EXHIBIT A

TEXT OF PROPOSED REGULATIONS

NOTE: Text proposed to be added is displayed in ***bold underlined italicized*** type. No text is proposed to be removed.

Chapter 17.28 PROCEDURE AND ADMINISTRATION

17.28.020 Application procedures

- I. Appeals. Any applicant or other interested person who is dissatisfied with the denial, approval, conditional approval, or other application decision made in the administration of this title may appeal the decision. Decisions made by the development services director are appealed to the city council. Decisions made by the city council are final.

Appeal applications, accompanied by the filing fee, shall be filed within ten days following the date a decision is made, on forms provided by the development services department. Appeals of development services director decisions shall be submitted to the city clerk. Appeals will be heard at a public hearing that has been noticed according to subsection F and conducted according to subsection G. Failure of the appellate body to make a decision according to subsection H shall be deemed in agreement with the previous decision.

All rights of appeal are exhausted when the proceedings set forth herein have been completed. An applicant shall not apply for the same or similar use affecting all or part of the property within twelve months of the effective date of the decision of denial, or as otherwise specified at the time of the decision of denial.

The total length of an appeal hearing may be one hour. The appellant shall be allowed at least as much time to present its case as is allowed the city.