



City of Lemon Grove
City Council Virtual Regular Meeting Agenda
Tuesday, November 2, 2021 6:00 p.m.

NEW MEETING LINK AND ACCESS ID

ZOOM MEETING LINK:

<https://us02web.zoom.us/j/84979218919?pwd=d2RNcWl0aTd0RmN0cnVjVytOcDMydz09>

Meeting Access ID: 84979218919

Password: 6198253800

Instructions for public participation are below.

City Council

Racquel Vasquez, Mayor

Jerry Jones, Mayor Pro Tem

Jennifer Mendoza, Councilmember

Liana LeBaron, Councilmember

George Gastil, Councilmember

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

*In compliance with Assembly Bill (AB) 361 signed by Governor Newsom on September 16, 2021, the Regular Meeting of the City Council scheduled for Tuesday, November 2, 2021 at 6:00 p.m. will be a **virtual meeting – audio only**. Audio of the meeting will be posted to the City's website 72 hours following the meeting.*

Public Participation Options:

Public Comments are limited to a maximum of three (3) minutes per speaker. A timer will be displayed during the meeting, any comments extending passed the three (3) minute timeframe will be muted and timed out. This includes both live and written comments.

1. Listen to audio live via zoom (Link to the meeting is at the top of the page).
2. Provide Public Comment live during the designated time.
 - Join the Zoom meeting (Link to the meeting is at the top of the page). If you are using a computer, laptop or tablet you will need a functioning microphone. Otherwise, you will be required to dial in via phone. (Phone instructions are listed below).
 - Only during the designated time to hear public comments use the "Raise Hand" feature. This will indicate to the moderator that you wish to speak on that item. Hands raised outside of the designated time for public comments will be lowered.
 - If you join the meeting via telephone you can use the "Hand Raise" feature by pressing *9.
3. Submit a digital Public Comment via email.
 - Email your Public Comment to the Deputy City Clerk at amalone@lemongrove.ca.gov prior to the meeting deadline, which is **Monday, November 1, 2021 at 5:00 p.m.** Email subject line should read "PUBLIC COMMENT ITEM NO. ____"

Comments received past the above deadline will not be read at the meeting, but will be maintained in meeting's record.

Join the Meeting via Computer or Handheld Device

Before joining a Zoom meeting on a computer or handheld device, 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. You will be required to have a Zoom account to use this platform. You can establish a free account one [here](#).

Prerequisites

- Each meeting has a **Meeting Access ID** 84979218919 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.
 - Meetings will be Audio only for all participants.
1. Open Zoom from your desktop app.
 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 84979218919, **Password** 6198253800 and your display name.

Join the Meeting via Telephone

Find your local number: <https://us02web.zoom.us/j/84979218919>

1. 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)**
2. Enter the **Meeting ID** number 84979218919 and **Password** 6198253800. All audio will be muted upon entering.

City of Lemon Grove City Council Virtual Regular Meeting Agenda

Tuesday, November 2, 2021 6:00 p.m.

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<https://us02web.zoom.us/j/84979218919?pwd=d2RNcWl0aTd0RmN0cnVjVytOcDMydz09>

Meeting Access ID: 84979218919

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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(s):

Safe Lemon Grove Update, Lieutenant Patrick McEvoy, San Diego Sheriff's Department

Public Comment

Digitally submitted public comments received by the deadline via email to the Deputy City Clerk at amalone@lemongrove.ca.gov will be read into the record by the Deputy City Clerk. Per Lemon Grove Municipal Code Section 2.14.150, each comment is allowed up to three (3) minutes.

Consent Calendar

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

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

Reference: Kristen Steinke, City Attorney

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

1.B City of Lemon Grove Payment Demands

Reference: Rod Greek, Interim Administrative Services Director

Recommendation: Ratify Demands

- 1.C Note and File Planning Commission Meeting Minutes, November 23, 2020 and July 26, 2021.

Reference: Audrey Malone, Deputy City Clerk

Recommendation: Note and File Planning Commission Meeting Minutes, November 23, 2020 and July 26, 2021.

- 1.D Award of Contract for the Recreation Center Roof Repair Project (Contract No. 2021-22).

Reference: Mike Stauffer, Senior Management Analyst and Mike James, Assistant City Manager/Public Works Director

Recommendation: Adopt a resolution approving a contract with Cal Roof, Inc. for the Recreation Center Roof Repair Project (Contract No. 2021-22).

Public Hearing:

2. Alley and Partial Road Vacation at 8247-8249 Broadway

Reference: Noah Alvey, Community Development Manager

Recommendation: That the City Council adopts a resolution vacating an alley and accepting a street dedication and a partial road vacation of Sweetwater Rd. at a property addressed as 8247-8249 Broadway.

3. Authorize the FY 2022-2023 Community Development Block Grant (CDBG) Program Application

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

Recommendation: That the City Council hold a public hearing, receive public comment, and adopt a resolution authorizing the submittal of an application for the Fiscal Year 2022-2023 Community Development Block Grant Program.

Reports to Council:

4. Approve an Application for the Per Capita Grant Program

Reference: Mike Stauffer, Senior Management Analyst and Mike James, Assistant City Manager/Public Works Director

Recommendation: Adopt a resolution approving an application for Proposition 68 Per Capita Grant Program funding from the California Department of Parks and Recreation, Office of Grants and Local Services, in the amount of \$194,216.

5. Assembly Bill (AB) 361 – Continuation of Virtual Meetings

Reference: Lydia Romero, City Manager and Audrey Malone, Deputy City Clerk

Recommendation: Discuss Assembly Bill (AB) 361 and the continuation of virtual public meetings and adopt a resolution approving continuation said meetings in accordance with AB 361.

City Council Reports on Meetings Attended at the Expense of the City

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

City Manager Report

Closed Session:

- a. Conference with legal counsel—anticipated litigation
(Govt Code section 54956.9(d)(2)-(4))
Code Enforcement Settlement Negotiations

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 October 28, 2021 to the members of the governing agency, and caused the agenda to be posted on the City's website at www.lemongrove.ca.gov 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: November 2, 2021
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:

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

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. **1.B**
Meeting Date: November 2, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Rod Greek, Interim Administrative Services Director
rgreek@lemongrove.ca.gov
Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Yolanda Cerezo, Interim Finance Manager

For Council Meeting: 11/02/21

ACH/AP Checks 10/12/21-10/22/21

536,611.33

Payroll - 10/19/21

122,375.52

Total Demands

658,986.85

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Sep21	Wells Fargo	10/12/2021	Bank Service Charge - Sep'21	188.43	188.43
ACH	Oct5 21	US Treasury	10/12/2021	Federal Taxes 10/5/21	26,500.06	26,500.06
ACH	Sep 21	Wells Fargo	10/13/2021	Credit Card Processing-Mo.Svc - Sep'21 Credit Card Transaction Fees - Sep'21	9.95 636.66	646.61
ACH	Sep 21	Home Depot Credit Services	10/14/2021	Home Depot Purchases - Sep'21	1,433.73	1,433.73
ACH	Refill 10/14/21	Pitney Bowes Global Financial Services LLC	10/18/2021	Postage Usage 10/14/21	200.00	200.00
ACH	Sep8-Oct5 21	California Public Empl Retirement System	10/20/2021	Pers Retirement 9/8/21-10/5/21	70,391.16	70,391.16
ACH	621126	Aflac	10/20/2021	AFLAC Insurance 10/20/21	1,689.44	1,689.44
ACH	Oct19 21	Employment Development Department	10/21/2021	State Taxes 10/19/21	7,825.39	7,825.39
ACH	Oct6-Oct19 21	Calpers Supplemental Income 457 Plan	10/22/2021	457 Plan 10/6/21-10/19/21	9,109.05	9,109.05
ACH	Refill 10/21/21	Pitney Bowes Global Financial Services LLC	10/22/2021	Postage Usage 10/21/21	250.00	250.00
14912	17077895	AT&T	10/13/2021	Fire Backup Phone Line- 8/22/21-9/21/21	45.11	45.11
14913	5656705767	AutoZone, Inc.	10/13/2021	Duralast Battery/Bolts/Gauge/Cable Connector - LGPW Trailer#5	198.17	198.17
14914	5261402	Bearcom Group Inc.	10/13/2021	Portable Radios Monthly Contract 9/22/21-10/21/21	150.00	150.00
14915	Oct2021	Benefit Coordinators Corporation (BCC)	10/13/2021	Life Insurance - Oct'21 LTD Insurance - Oct'21	575.10 683.96	1,259.06
14916	6149780 6150697	Bob Stall Chevrolet	10/13/2021	LGPW#33 '17 Chevy - Animal Control - Replace Faulty Battery LGPW#28 '08 Chevy Colo - Replace Parking Brake/Battery Cables	235.28 1,831.88	2,067.16
14917	Nov 2021	California Dental Network Inc	10/13/2021	California Dental Insurance -Nov21	245.17	245.17
14918	0000015770 0000015770 0000015810	City of El Cajon	10/13/2021	Overtime Reimbursement - Shaba 9/6/21 Overtime Reimbursement - Shaba 9/12/21 Overtime Reimbursement - Lopez 9/23/21	1,255.71 1,255.71 1,255.71	3,767.13
14919	3979	Clothing International, Inc	10/13/2021	Protective Clothing - PW - Work Shirts	34.44	34.44
14920	22CTOFLGN03	County of San Diego- RCS	10/13/2021	800 MHZ Network - Sep'21	2,251.50	2,251.50
14921	202110111148 202110111229	DFA- actuaries, LLC	10/13/2021	Prof Svcs: GASB 75 Actuarial Valuation FY21 Prof Svcs: GASB 75 Supplemental Disclosure FY21	3,000.00 750.00	3,750.00
14922	0914219905 0928219905	Domestic Uniform Rental	10/13/2021	Shop Towels & Safety Mats 9/14/21 Shop Towels & Safety Mats 9/28/21	37.25 37.25	74.50
14923	AR011451	Grossmont Union High School District	10/13/2021	Business Cards	178.50	178.50
14924	SS000223192	Hawthorne Machinery Co	10/13/2021	Equip Repair - CAT Skidsteer- Repair Starter System	1,226.77	1,226.77
14925	64249	Horrocks Engineers Inc	10/13/2021	Prof Eng Svcs: FY19/20 Sewer Rehab Proj thru 9/30/21	15,099.15	15,099.15
14926	147907 147906	Knott's Pest Control, Inc.	10/13/2021	Monthly Bait Stations- Civic Ctr - Oct'21 Monthly Bait Stations- Sheriff- Oct'21	60.00 60.00	120.00
14927	INV37270	Logicopy	10/13/2021	Ricoh C3502 Copier Contract Charge-PW Yard-10/7/21-11/6/21 Ricoh C3502 Copier Contract Usage Charge-PW Yard-7/7/21-10/6/21	51.58 97.94	149.52
14928	5152500 5195039	Mallory Safety and Supply, LLC	10/13/2021	Nitrile Gloves Nitrile Gloves/Work Boots/Hi-Vis Rainsuit	215.50 307.20	522.70
14929	40010763 40010764	Maneri Sign Co., Inc.	10/13/2021	Various Street ID Signs/Regulatory/Warning Signs Various Street ID Signs/Regulatory/Warning Signs	3,974.16 3,999.82	7,973.98
14930	10684	MCD Tire	10/13/2021	LGPW#01 '12 Ford Dump Truck - 6 Tires & Installation	1,147.41	1,147.41
14931	Reimb 10/6/21	Mendoza, Jennifer	10/13/2021	Lodging/Transp/League Expo Conf/Sacramento/Mendoza 9/22-24/21	464.80	464.80
14932	INV-000197 INV-000213	Municipal Sewer Tools	10/13/2021	3/4 x 10 Smooth Flex Leader Hose/Tiger Tail 3" Hose - Sanitation Tow Cables - Sanitation	625.25 108.59	733.84

14933	7595 7614 7615 7649	North County EVS, Inc.	10/13/2021	E10 Service Call/Repair Steering Box Hardware/Replace PUC Anode E210 Service Call/Repair AC/Preemption Emitter E10 Service Call/Replace PUC Anodes E210 Service Call/Repair Coolant Leak	332.24 481.19 139.75 408.73	1,361.91
14934	10425-02.1	PAL General Engineering, Inc.	10/13/2021	McKnight Dr Drainage Proj 9/1/21-9/30/21	99,389.00	99,389.00
14935	PD-49307	Plumbers Depot Inc	10/13/2021	Sewer Camera- Repair Hose Reel Swivel - LGPW#32	1,569.05	1,569.05
14936	12166614	RCP Block & Brick, Inc.	10/13/2021	Bulk Concrete Sand	112.39	112.39
14937	505564	South Coast Emergency Vehicle Services	10/13/2021	Hydraulic Cab Lift Cylinders - E210	1,699.13	1,699.13
14938	537847	State of California- Department of Justice	10/13/2021	Fingerprint Apps	64.00	64.00
14939	01007271	Statewide Traffic Safety & Signs Inc.	10/13/2021	Delineator Posts & Anchors - Lemon Grove Ave & Broadway Medians	2,067.96	2,067.96
14940	117982773-0001 118276293-0001	Sunbelt Rentals Inc.	10/13/2021	Propane Propane	12.79 6.23	19.02
14941	12710	T-Man Traffic Supply	10/13/2021	No Parking Anytime Signs - Streets	140.18	140.18
14942	73034682 73077832 73077833 73083245 73086144 73091761	Vulcan Materials Company	10/13/2021	Asphalt/SS1H 4.5 Gallon Bucket Asphalt Asphalt Asphalt Asphalt Asphalt/SS1H 4.5 Gallon Bucket	163.20 105.40 105.40 107.36 103.44 161.24	746.04
14943	0001413830-IN	WEX Health, Inc.	10/13/2021	COBRA - Monthly/Sep'21	85.00	85.00
14944	7328 7329 7356 7357	Aguirre & Associates	10/20/2021	Broadway/Sweetwater Vacations & Dedications - Aug'21 Church St Dedication - Aug'21 Nichals St Dedication - Sep'21 Lincoln St Dedication - Sep'21	270.00 367.50 272.50 272.50	1,182.50
14945	I210901270	Alcatraz Locksmith	10/20/2021	Rekey Automobile Locks/PW Yard Theft - PW Yard	2,880.00	2,880.00
14946	L1072895VJ	American Messaging	10/20/2021	Pager Replacement Program 10/1/21-10/31/21	50.61	50.61
14947	10/12/2021	AT&T	10/20/2021	Phone Service 9/13/21-10/12/21	92.24	92.24
14948	37453-IN 34586-IN	Aztec Landscaping Inc	10/20/2021	Landscape Mgmt Svc - Aug'21 Landscape Mgmt Svc - Sep'21	3,671.49 3,671.49	7,342.98
14949	275167 275168 275169 275170 275171 275172 275173 275174	Burke, William, & Sorensen, LLP	10/20/2021	08250-0001 General Sep'21 08250-0002 Code Enf Sep'21 08250-0004 Affordable Housing Sep'21 08250-0008 Sep'21 08250-0009 Sep'21 08250-0011.001 Sep'21 08250-0011.002 Sep'21 08250-0002.002 Sep'21	8,217.00 1,045.80 232.40 18,522.26 166.00 315.40 156.81 726.40	29,382.07
14950	0000015803 0000015813	City of El Cajon	10/20/2021	HCFA Assessment - QTR 2 FY21/22 HFR Earthquake Preparedness Survival Kit - Lemon Grove's Share	63,183.75 159.29	63,343.04
14951	2575 2705 2796 2797 2818	Clark Telecom & Electric Inc.	10/20/2021	Repairs/Damaged Bollard-7938 Broadway/Post Office - Jan'21 St Light Knock-Down Replacement-Broadway @ North - Mar'21 Street Light Dig-Alert Markouts - Aug'21 Street Light Repairs- Aug'21 St Light Knock-Down Replacement- 7825 Broadway - Aug'21	2,233.49 2,566.93 395.51 527.96 1,823.65	7,547.54
14952	3978	Clothing International, Inc	10/20/2021	Daycamp T-Shirts/Recreation Staff	706.20	706.20
14953	08/31/21	Cloud Security Systems	10/20/2021	Emergency Project/Extra Security for Public Works Yard- 2873 Skyline	3,120.00	3,120.00
14954	212254-22	County of San Diego- Environmental Health	10/20/2021	Unified Program Facility Permit Renewal- 10/31/21-10/31/22	515.00	515.00
14955	202100735	County of San Diego/Assessor/Recorder/Clerk	10/20/2021	Recording Services- 9/14/21	95.00	95.00
14956	6614 6816 6821 6822 6823 6831 6836	D- Max Engineering Inc	10/20/2021	7508 Church St SWQMP Review 4/1/21-5/10/21 8373 Broadway/The Terraces SWQMP Review 8/10/21-9/2/21 1993 Dain Dr Inspection 8/1/21-8/31/21 Vista Azul Inspection 8/1/21-8/31/21 8016 Broadway Inspection 8/1/21-8/31/21 7508 Church St SWQMP Review 7/1/21-9/21/21 7276 Mt Vernon SWQMP Review 8/22/21-9/22/21	1,958.75 737.00 202.16 752.40 177.66 1,847.00 499.00	6,173.97
14957	Jul-Sep21	Division of the State Architect	10/20/2021	State CASP Fee - 7/1/21-9/30/21	46.00	46.00
14958	INV1020608	George Hills Company	10/20/2021	TPA Claims- Adjusting/Other Services - Sep'21	243.00	243.00
14959	10/19/21	ICMA	10/20/2021	ICMA Deferred Compensation Pay Period Ending 10/19/21	780.77	780.77
14960	13957 14057 14058	Infrastructure Engineering Corporation	10/20/2021	Prof Svc: Proj# 2021-12 McKnight SD Improvements 6/26/21-7/30/21 Prof Svc: Proj# 2021-15 FY21 Paving/CM/Inspectn 7/31/21-8/27/21 Prof Svc: Proj# 2021-12 McKnight SD Improvements 7/31/21-8/27/21	12,900.50 1,292.50 21,483.50	35,676.50

14961	Janazz	Janazz, LLC SD	10/20/2021	Business Desktop/32GB DDR4 RAM 15.6" Laptop/32GB RAM/Docking Station	1,294.55 1,324.43	2,618.98
14962	IR-17235	LCPtracker, Inc.	10/20/2021	Labor Compliance Software Annual License Fee- 10/29/21-10/28/22	3,450.00	3,450.00
14963	202109	Lemon Grove Car Wash, Inc.	10/20/2021	Car Wash - '04 Expedition/Fire - 9/21/21	19.99	19.99
14964	304.02841.00001	Lounsbery Ferguson Altona & Peak LLP	10/20/2021	SD Co-Permittee/Storm Water Lemon Grove Share	780.00	780.00
14965	IN1630047	Municipal Emergency Services Inc	10/20/2021	Streamlight Survivor Right Angle Light	193.94	193.94
14966	INV909	NexTech Systems, Inc.	10/20/2021	Carmanah SC 315 Ped Xing Solar Sign/Parts/Lights/Battery-Knockdown	6,974.70	6,974.70
14967	81939	Pacific Safety Center	10/20/2021	Annual Membership Renewal 11/1/21-10/31/22	145.00	145.00
14968	233977	Richards, Watson & Gershon	10/20/2021	Legal Svcs: 12506-0003 thru Sep'21	2,032.50	2,032.50
14969	83894	Rick Engineering Company	10/20/2021	Prof Svc: City Engineer 8/28/21-9/24/21	38,480.78	38,480.78
14970	Jul-Dec21	San Diego County Sheriff's Department	10/20/2021	Cal-ID Program Costs 7/1/21-12/31/21	3,177.00	3,177.00
14971	3568860625/1021 4154920380/1021 Sep21	SDG&E	10/20/2021	Electric Usage:St Light 9/1/21-9/30/21 Electric Usage:St Light 9/1/21-9/30/21 Gas & Electric 8/21/21-9/21/21	1,523.17 2,225.48 41,661.02	45,409.67
14972	Oct 19 Oct 5	Southern CA Firefighters Benefit Trust	10/20/2021	LG Firefighters Benefit Trust 10/19/21 LG Firefighters Benefit Trust 10/5/21	876.85 876.85	1,753.70
14973	81237 81238 81239	Southwest Signal Service	10/20/2021	Traffic Signal Service Calls - Sep'21 Markout Reports - Underground Service Alert - Sep'21 Bi-Monthly Traffic Signal Maintenance - Sep'21	3,729.25 244.08 1,057.76	5,031.09
14974	00108444	The East County Californian	10/20/2021	Notice of Public Hearing - CDBG FY22-23	171.50	171.50
14975	dsb20204899	Underground Service Alert of Southern Ca.	10/20/2021	State Fee/Regulatory Monthly Costs/Dig Alert 2020	35.71	35.71
14976	920210395	Underground Service Alert of Southern Ca.	10/20/2021	66 New Ticket Charges - Sep'21	118.90	118.90
14977	INV111526179	Zoom Video Communications Inc	10/20/2021	Zoom Standard Pro/Webinar 500 Monthly Subscription - Online Mtgs	93.99	93.99
					536,611.33	536,611.33



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C

Meeting Date: November 2, 2021

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Audrey Malone, Deputy City Clerk
amalone@lemongrove.ca.gov

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

Recommended Action: Note and file.

Summary: The Lemon Grove Planning Commission met on October 25, 2021 and approved the Planning Commission minutes for the November 23, 2020 and July 26, 2021 meetings. Please note that the November 23, 2020 Planning Commission Meeting took place during the City's transition between City Clerks and the meeting minutes were not completed at that time.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

Attachments:

Attachment A - Approved Planning Commission Minutes of November 20, 2020 and July 26, 2021

**MINUTES OF THE VIRTUAL REGULAR MEETING
OF THE LEMON GROVE PLANNING COMMISSION
Monday, November 23, 2020 at 6 PM**

The Regular Meeting of the Planning Commission of the City of Lemon Grove, California, took place virtually pursuant to California Governor Executive Orders N-25-20, N-29-20 and N-35-20, and in the interest of public health and safety. City Council and other public meetings will be held virtual through Zoom audio only to prevent and mitigate the spread and effects of COVID.

Call To Order:

Chair Robert “Bob” Bailey called the Regular Meeting to order at 6:01p.m.

Present:

Chair Bailey, Vice Chair Browne, Commissioner Evans, Commissioner Smith and Commissioner LeBaron.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Chair Bailey.

Staff Members Present:

Noah Alvey, Community Development Manager, Planning Commission Clerk, Audrey Malone.

Approval of Meeting Minutes:

1. July 20, 2020 Regular Meeting

Action: Motion by Vice Chair Browne seconded by Commissioner Evans, to approve the Meeting Minutes, meeting of July 20, 2020.

The motion passed by the following vote:

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

Noes: None.

Absent: None

Changes to the Agenda: None.

Public Comment:

Email Submitted: **None.**

Public Hearing:

2. Conditional Use Permit No. CUP-180-0003 Time Extension

Chair Bailey turns it over to staff to present.

Noah Alvey, Community Development Manger presents staff report.

After staff’s presentation the Public Hearing is opened.

Public Comment:

Email Submitted: **None.**

Public Hearing is Closed.

Action: Motion by Vice Chair Browne seconded by Commissioner Evans, to adopt a Resolution approving a Time Extension of approved Conditional Use Permit No. CUP-180-

0003 authorizing the establishment of a 6,153 sq. ft. veterinary clinic located at 7770 Broadway in the Transit Mixed Use (TMU5) zone of the Downtown Village Specific Plan (DVSP).

The motion passed by the following vote:

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

Noes: None.

Absent: None

3. Conditional Use Permit No. CUP-180-0004 Time Extension

Chair Bailey turns it over to staff to present.

Noah Alvey, Community Development Manger presents staff report.

After staff's presentation the Public Hearing is opened.

Public Comment:

Email Submitted: Jeanette Barner (*read out loud by Planning Commission Clerk*)

Public Hearing is Closed.

Action: Motion by Commissioner Evans seconded by Commissioner Smith, to adopt a Resolution approving a Time Extension of approved Conditional Use Permit No. CUP-180-0004 authorizing the establishment of a 2,068 sq. ft. childcare center located at 3468 Citrus Street in the General Commercial – Heavy Commercial (GC-HC) zone.

The motion passed by the following vote:

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

Noes: None.

Absent: None

4. Municipal Code – Application Procedures

Chair Bailey turns it over to staff to present.

Noah Alvey, Community Development Manger presents staff report.

After staff's presentation the Public Hearing is opened.

Public Comment:

Email Submitted: **None.**

Public Hearing is Closed.

Action: Motion by Commissioner Smith seconded by Vice Chair Browne, to adopt the resolution recommending City Council approval of an amendment to the Zoning Ordinance.

The motion passed by the following vote:

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

Noes: None.

Absent: None

Business from the City Attorney

Business from the Development Services Director

Business from the Planning Commission

Planning Commission Oral Comments and Reports on Meeting Attended at the Expense of the City: *(Government Code Section 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.)*

Adjournment:

There being no further business to come before the Planning Commission, Chair Bailey adjourns meeting at 7:21 p.m.

A handwritten signature in blue ink that reads "Audrey Malone". The signature is written in a cursive style and is positioned above a horizontal line.

Audrey Malone
Planning Commission Clerk

**MINUTES OF THE VIRTUAL REGULAR MEETING
OF THE LEMON GROVE PLANNING COMMISSION
Monday, July 26, 2021 at 6 PM**

The Regular Meeting of the Planning Commission of the City of Lemon Grove, California, took place virtually pursuant to California Governor Executive Orders N-25-20, N-29-20 and N-35-20, and in the interest of public health and safety. City Council and other public meetings will be held virtual through Zoom audio only to prevent and mitigate the spread and effects of COVID.

Call To Order:

Chair Robert “Bob” Bailey called the Regular Meeting to order at 5:59p.m.

Present:

Chair Bailey, Vice Chair Browne, Commissioner Evans, Commissioner Smith and Commissioner Jacobs.

Pledge of Allegiance:

Pledge of Allegiance to the Flag was led by Vice Chair Browne.

Staff Members Present:

Lydia Romero, City Manager, Noah Alvey, Community Development Manager, and Cassandra Mendenhall, Executive Assistant.

Changes to the Agenda: None.

Public Comment:

Email Submitted: **None.**

Approval of Meeting Minutes:

1. May 24, 2021 Regular Meeting

Action: Motion by Commissioner Smith seconded by Commissioner Evans, to approve the Meeting Minutes, meeting of May 24, 2021.

The motion passed by the following vote:

Ayes: Bailey, Browne, Evans, Smith, Jacobs.

Noes: None.

Absent: None

Public Hearing:

2. General Plan Housing Element & Safety Element Updates

Chair Bailey turns it over to staff to present.

Noah Alvey, Community Development Manger presents staff report.

After staff’s presentation the Public Hearing is opens at 6:19 p.m.

Public Comment:

- Patricia Person
- Teresa Rosiak-Proffit

Public Hearing is closed at 6:36 p.m.

Action: Motion by Commissioner Smith seconded by Commissioner Evans, to adopt a resolutions recommending City Council approval of the Negative Declaration and General Plan Amendment (Housing Element and Safety Element Updates).

The motion passed by the following vote:

Ayes: Bailey, Evans, Smith, Jacobs.

Noes: Browne.

Absent: None

Business from the City Attorney

Business from the Development Services Director

Business from the Planning Commission

Planning Commission Oral Comments and Reports on Meeting Attended at the Expense of the City: *(Government Code Section 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.)*

Adjournment:

There being no further business to come before the Planning Commission, Chair Bailey adjourns meeting at 6:57 p.m.



Audrey Malone
Planning Commission Clerk



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. **1.D**
Meeting Date: November 2, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: Public Works Department
Staff Contact: Michael Stauffer, Senior Management Analyst
mstauffer@lemongrove.ca.gov
Mike James, Assistant City Manager / Public Works Director
mjames@lemongrove.ca.gov
Item Title: **Award of Contract for the Recreation Center Roof Repair Project (Contract No. 2021-22)**

Recommended Action: Adopt a resolution (**Attachment A**) approving a contract with Cal Roof, Inc. for the Recreation Center Roof Repair Project (Contract No. 2021-22).

Summary: In support of City Council's adopted FY2021-22 Capital Improvement Program, staff requested bids for repairs to the Recreation Center roof. During inclement weather, water infiltrates the facility through the ducting system, causing leaks, ceiling stains and wall damage. Repairs need to be completed prior to the coming winter months. Bids were solicited and due by 1:00 p.m. on September 28, 2021. Four bids were received. Cal Roof, Inc. was the lowest, responsive and responsible bidder with a base bid of \$44,475.

Discussion: During inclement weather, water infiltrates the Recreation Center roof through failing seals in the duct work. Staff has attempted to repair the leaky roof several times over the years; however, water continues to seep through into the ceiling and walls, causing damage. Several rooms are effected by the water as depicted in the pictures below:



Room C - Ducting Vents



Room A - Main Office



Room A – Ceiling and Wall



Room A

The project consists of:

- Removing and replacing all walk pads and flashing;
- Pressure washing the roof;
- Reinforcing all seams with a polyester-adhesive tape;
- Applying a polyurethane base coat and white top coat;
- Setting conduit on blocks;
- Removing and re-sealing failed pipe sealant; duct work tape and seams; and coping sealant; and
- Applying a clear waterproofing solution to the stucco.

Per Section 3.24.120 of the Lemon Grove Municipal Code, construction projects less than \$60,000 may be performed by city employees, by force account, by negotiated contract or by purchase order. City Council is the awarding authority for those contracts. City staff solicited informal bids for the project. Bids were due by 1:00 p.m. on September 28, 2021. A summary of the bids received is listed below:

	Company Name	Amount
1	Cal Roof, Inc.	\$44,475
2	A Good Roofer	\$49,487
3	Preman Roofing	\$52,482
4	Roof Construction	\$55,750

Cal Roof, Inc. was the lowest, responsive and responsible bidder with a base bid of \$44,475. Staff reviewed Cal Roof Inc's proposal, project work history, references, and construction license and found them all to be positive and in good standing. Therefore, staff concludes that Cal Roof, Inc. will perform the work to the best benefit and advantage of the City and recommends award of a construction contract. Based on the project scope of work, staff recommends the following project budget:

Description	Amount
Construction Costs	\$44,475
Contingency (20%)	\$8,895
PROJECT TOTAL	\$53,370

Environmental Review:

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

Fiscal Impact: Funding in the amount of \$70,000 was budgeted in the current fiscal year from Account Number 01-50-14-7015.

Staff Recommendation: Adopt a resolution (**Attachment A**) approving a contract with Cal Roof, Inc. for the Recreation Center Roof Repair Project (Contract No. 2021-22).

Attachments:

Attachment A – Resolution

Attachment B – Contract

RESOLUTION NO. 2021 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, APPROVING A CONTRACT WITH CAL ROOF, INC. FOR THE RECREATION CENTER ROOF REPAIR PROJECT (CONTRACT NO. 2021-22)

WHEREAS, on June 15, 2021, the City Council adopted the FY2021-22 Operating and Capital Improvement Program budgets; and

WHEREAS, the Capital Improvement Program budget included funding for repairs to the Recreation Center roof; and

WHEREAS, city staff, with the assistance of a roofing consultant, inspected the roof and determined it to be in poor condition and in need of immediate repairs; and

WHEREAS, Section 3.24.120 of the Lemon Grove Municipal Code, provides that construction projects less than \$60,000 may be performed by city employees by force account, by negotiated contract or by purchase order; and

WHEREAS, staff solicited bids for the repairs; and

WHEREAS, Cal Roof, Inc. was the lowest, responsive and responsible bidder with a base bid of \$44,475; and

WHEREAS, staff reviewed Cal Roof, Inc.'s. proposal, project work history, references, and construction license and found them all to be positive and in good standing; and

WHEREAS, staff concludes that Cal Roof, Inc. will perform the work to the best benefit and advantage of the City and recommends award of a construction contract; and

WHEREAS, the City Council finds it in the public interest that a contract for said project is awarded.

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

1. Approves the design, plans and specifications for repairs to the Recreation Center Roof (Contract No. 2021-22); and
2. Approves a contract with Cal Roof, Inc. to complete the work; and

3. Establishes a total project budget not to exceed \$53,370 funded from account number 01-50-14-7015; and
4. Directs the City Manager, or her designee, to negotiate, execute and manage all contracts necessary to complete the project.

PASSED AND ADOPTED on November 2, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2021-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jerry Jones, Mayor Pro Tem

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

Recreation Center Roof Repair Project (Contract No. 2021-22)

THIS CONTRACT, made and entered into on the date of the last signature, by and between the City of Lemon Grove, California, herein after designated as the "City", and **Cal Roof, Inc.** hereinafter designated as the "Contractor".

WITNESSETH: that the parties hereto do mutually agree as follows:

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for the Recreation Center Roof Repair Project (Contract No. 2021-22) and to perform and complete in a good and workmanlike manner all the work pertaining thereto shown on the plans and specifications therefore; to furnish at his own proper cost and expense all tools, equipment, labor and materials necessary therefore; and to do everything required by this agreement and the said plans and specifications.
2. For furnishing all said materials and labor, tools and equipment, and doing all the work contemplated and embraced in this Contract, also for all loss and damage arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the work until its acceptance by the City and for all risks of every description connected with the work; also, for all expenses incurred by or in consequence of the suspension or discontinuance of work, except such as in said specifications are expressly stipulated to be borne by the City and for well and faithfully completing the work and the whole thereof, in the manner shown and described in the said plans and specifications, the City will pay and the Contractor shall receive in full compensation therefore the sum of forty-four thousand four hundred seventy-five dollars and zero cents (\$44,475.00).
3. The City hereby promises and agrees to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the price aforesaid and hereby conditions set forth in the specification; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.
4. The Notice Inviting Bids, Instructions To Bidders, Bid Forms, Agreement and Bond Forms, Construction Administration Forms, Completion of the Project Forms, General Requirements and General Conditions, Drawings, Plans and Specifications, Addenda, Allowances, and all amendments thereof, are hereby incorporated in and made part of this Contract.
5. The City, the City's representative, City Consultants and authorized volunteers shall not be answerable or accountable in any manner for any loss or damage that may happen to the work or any part thereof, or for any of the materials or other things used or employed in performing the work, or for injury or damage to any person or persons, either workers, employees of Contractor or its subcontractors or the public, or for damage to adjoining or other property, from any cause whatsoever arising out of or in connection with the performance of the work. The Contractor shall be responsible for any damage or injury to any person or property resulting from defects or obstructions or from any cause whatsoever arising out of or in connection with the performance of the work, provided, however, that the Contractor shall not be liable for the sole established negligence, willful misconduct or active negligence of the City, its representatives, employees, agents and authorized volunteers who are directly responsible to the City.

Recreation Center Roof Repair Project (Contract No. 2021-22)

- a. Contractor shall indemnify the City, City Council, City officials, City employees, City representatives, and authorized volunteers against and will hold and save them and each of them harmless from any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in connection with the work, operation or activities of Contractor, its agents, employees, subcontractors or invitees, provided for herein, whether or not there is concurrent passive or active negligence on the part of the City, City Council, City officials, City employees, City representatives, and authorized volunteers, but excluding such actions, claims, damages to persons or property penalties, obligations or liabilities arising from the sole established negligence, willful misconduct or active negligence of the City, City Council, City officials, City employees, City representatives, authorized volunteers, or those who are directly responsible to them; and in connection therewith:
 - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.
 - III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or proceeding together with reasonable attorney's fees.
 - IV) The City may retain, to the extent it deems necessary, the money due to the Contractor under and by virtue of the Contract Documents until disposition has been made of such actions or claims for damages as specified herein above.
6. Claims, disputes and other matters in question between the parties to this Contract, arising out of or relating to this Contract or the breach thereof, may be decided by arbitration if both parties to this Contract consent in accordance with the rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration arising out of or relating to this Contract, shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Contract except by written consent containing a specific reference to this Contract and signed by CONTRACTOR, CITY, and any other person sought to be joined. (Any Consent to arbitration involving an additional person or persons shall not constitute consent of any dispute not described therein or with any person not named or described therein.) This agreement to arbitrate

Recreation Center Roof Repair Project (Contract No. 2021-22)

and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Contract shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration is to be filed in writing with the other party to this Contract and with the American Arbitration Association. The demand is to be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event is the demand for arbitration to be made after the date when institution of legal or equitable proceedings based on such claim; dispute or other matter in question would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7. The Contractor agrees to comply with all Local, State and Federal regulations and with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended.
8. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event, the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all costs and expenses of suit, including attorney's fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.
11. Contractor shall comply with all applicable local, state, and federal laws, regulations, and ordinances when performing the work required by this contract

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in three counterparts, each of which shall be deemed an original the day and year first above written.

Recreation Center Roof Repair Project (Contract No. 2021-22)

CONTRACTOR:

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Federal ID Number: _____

CITY:

By: _____

Title: City Manager, City of Lemon Grove

Date: _____

ATTEST:

By: _____

Title: Deputy City Clerk, City of Lemon Grove

(Notaries acknowledgement of execution by all PRINCIPALS OF CONTRACTOR shall be attached.)

Recreation Center Roof Repair Project (Contract No. 2021-22)

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named _____ as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, _____ certify that I am the Secretary of the Corporation named _____ as Contractor in the foregoing Contract; that _____, who signed said contract on behalf of the Contractor, was then _____ of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal: _____

Recreation Center Roof Repair Project (Contract No. 2021-22)

PARTNERSHIP CERTIFICATE

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

_____ (Notary Seal)

Known to me to be _____ of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature: _____

Name (Type or Print): _____
(Notary Public in and for said County and State)

My Commission expires: _____



REQUEST FOR BID

**THE CITY OF LEMON GROVE
IS REQUESTING BIDS FOR**

REC CENTER ROOFING PROJECT

CONTRACT NO. 2021-22

SCOPE OF WORK:

A lump sum bid shall include the price for:

- Approximately 2100 SF of Fluid Applied Roofing materials and labor per attached technical specifications and detail

All work to be performed utilizing the most recent publications of **San Diego Regional Standard Drawings** and **Standard Specifications for Public Works Construction** (Green book) and detailed specifications for roofing materials and job specifications.

GENERAL INFORMATION:

PROTECTION:

Contractor shall be responsible for proper and adequate shielding of his work site to prevent injury to persons or damage to public or private property, and will assume all liability should injury to persons or damage to property occur.

Contractor shall provide all necessary means to safeguard the work areas.

All traffic control and work shall be done in accordance with the latest revised edition of the Manual of Traffic Control for Construction and Maintenance Work Zones published by CALTRANS.

Contractor to protect work site with required **"Best Management Practices"**

LICENSE:

Contractor must possess a class C 39 general roofing contractor's license, Lemon Grove City business license and a California State Contractor's License.

PREVAILING WAGE:

Prevailing wage provisions required pursuant to the labor code of the State of California Department of Industrial Relations. The Contractor and subs shall not pay an employee less than the prevailing wage rate for all labor provided to the job site.

COMPENSATION:

Full compensation for all Labor, Equipment, Mobilization and traffic control shall be considered in the lump sum bid price. No additional compensation will be allowed.

INSURANCE:

The successful bidder shall provide proof of:

- 1) Commercial General Liability Insurance
\$1,000,000.00 per occurrence, \$2,000,000.00 for bodily injury, personal injury and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability:
\$1,000,000 per accident for bodily injury and property damage.
- 3) Employer's Liability:
\$1,000,000 per accident for bodily injury or disease.
- 4) Workers Compensation Insurance:
As required by the State of California and Employer's Liability Insurance.
- 5) Performance Bond
Contracts exceeding \$25,000 requires a Performance Bond equal to 100% of full contract cost prior to notification to proceed.

BID SUBMITTAL:

Submit quote to: Thomas Bell, Operations & Administrations Manager Public Works
3232 Main St.
Lemon Grove, CA 91945
Or Email tbell@lemongrove.ca.gov

BIDS MUST BE RECEIVED PRIOR TO 1:00 P.M.

Sept
AUG 28, 2021 TB

If you have any questions, contact Thomas Bell @ 619-490-0017 or Email tbell@lemongrove.ca.gov or lfoster@garlandind.com

LUMP SUM BID: _____

LUMP SUM BID IN WORDS: _____

LEMON GROVE BUSINESS LICENSE: _____

CALIFORNIA STATE CONTRACTORS LICENSE NUMBER: _____

COMPANY NAME: _____

TELEPHONE: BUSINESS: _____ EMERGENCY: _____

AUTHORIZED SIGNATURE: _____

COMPANY CONTACT: _____

(Please print)

ALL WORK MUST BE COMPLETED WITHIN THIRTY (45) CALENDER DAYS OF EXECUTION OF NOTICE
TO PROCEED

(The City of Lemon Grove reserves the right to refuse any bid)

Technical Specifications

City of Lemon Grove
Recreation Center

**SECTION 07563
FLUID APPLIED ROOFING RESTORATION**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provide all labor, equipment, and materials to restore specified buildings. Contractor to install fluid-applied roofing restoration over the properly prepared roof system for the City of Lemon Grove.
- B. Scope of Work
 - 1. Remove all walkpads. Replace with new **Viking KEE Walkway Pads** at existing locations once the fluid-applied roof system is installed.
 - 2. Remove all counter-flashing metal. Metal is to be re-used and installed upon completion of the fluid applied roof system. Once re-installed, all metal is to be sealed above the reglet with urethane sealant – **Tuff-Stuff MS True White**.
 - 3. Pressure wash roofing membrane with Simple Green, allow to dry. Properly dispose of all debris.
 - 4. Reinforce all seams with polyester-adhesive tape – **UniBond ST 6"**.
 - 5. Apply polyurethane base coat – **White-Knight Plus WC Base Coat** – to entire roof system at 3.0 gal per sq.
 - 6. Allow 24 hours to cure.
 - 7. Apply white, reflective polyurethane top coat – **White-Knight Plus WC** – to entire roof system at 2.0 gal per sq.
 - 8. Conduit: Set on rubber blocks.
 - 9. Pipe Penetrations: Remove failed sealant. Seal with urethane sealant - **Tuff-Stuff MS True White**. Replace any damaged pipe boots with new.
 - 10. Ductwork: Remove failed tape on seams. Seal all duct seams with polyester-reinforced adhesive tape – **UniBond ST 6"** – and coat with polyurethane – **White-Knight Plus WC**.
 - 11. Coping: Remove failed sealant. Seal all joints with urethane sealant – **Tuff-Stuff MS True White**. Re-secure any loose coping metal with new fasteners.
 - 12. Stucco: Apply clear waterproofing solution – **Seal-A-Pore WB** – at 200 sq. ft per gallon. Must be applied in two passes, for total coverage of 2.0 gal per 200 sq. ft. Coating to be applied on one wall section which will be specified at pre-bid.
 - 13. Ventilated storage may be required and is the sole responsibility of the Contractor per Section 1.6. Contractor is responsible for all charges (including freight and tax) to replace any material that is damaged due to improper storing conditions.
 - 14. Contractor to provide a 5-year warranty for labor.

1.2 SUBMITTALS

- A. Submit under provisions of Section 01300.

07563-1

City of Lemon Grove
Recreation Center

**SECTION 07563
FLUID APPLIED ROOFING RESTORATION**

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provide all labor, equipment, and materials to restore specified buildings. Contractor to install fluid-applied roofing restoration over the properly prepared roof system for the City of Lemon Grove.
- B. Scope of Work
 - 1. Remove all walkpads. Apply new TPO patch where needed using *Flex TPO 60 mil* membrane. Replace with new *Viking Walkway Pads* at existing locations once the fluid-applied roof system is installed.
 - 2. Remove all counter-flashing metal. Metal is to be re-used and installed upon completion of the fluid applied roof system. Once re-installed, all metal is to be sealed above the reglet with urethane sealant – *Tuff-Stuff MS True White*.
 - 3. Pressure wash roofing membrane with Simple Green, allow to dry. Properly dispose of all debris.
 - 4. Reinforce all seams with polyester-adhesive tape – *UniBond ST 6"*.
 - 5. Apply polyurethane base coat – *White-Knight Plus WC Base Coat* – to entire roof system at 3.0 gal per sq.
 - 6. Allow 24 hours to cure.
 - 7. Apply white, reflective polyurethane top coat – *White-Knight Plus WC* – to entire roof system at 2.0 gal per sq.
 - 8. Conduit: Set on rubber blocks.
 - 9. Pipe Penetrations: Remove failed sealant. Seal with urethane sealant – *Tuff-Stuff MS True White*. Replace any damaged pipe boots with new.
 - 10. Ductwork: Remove failed tape on seams. Seal all duct seams with polyester-reinforced adhesive tape – *UniBond ST 6"* – and coat with polyurethane – *White-Knight Plus WC*.
 - 11. Coping: Remove failed sealant. Seal all joints with urethane sealant – *Tuff-Stuff MS True White*. Re-secure any loose coping metal with new fasteners.
 - 12. Stucco: Apply clear waterproofing solution – *Seal-A-Pore WB* – at 200 sq. ft per gallon. Must be applied in two passes, for total coverage of 2.0 gal per 200 sq. ft. Coating to be applied on one wall section which will be specified at pre-bid.
 - 13. Ventilated storage may be required and is the sole responsibility of the Contractor per Section 1.6. Contractor is responsible for all charges (including freight and tax) to replace any material that is damaged due to improper storing conditions.
 - 14. Contractor to provide a 5-year warranty for labor.

1.2 SUBMITTALS

- A. Submit under provisions of Section 01300.

07563-1

City of Lemon Grove
Recreation Center

- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Verification Samples: For each product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, and color.
- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.3 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Manufacturer: Company specializing in manufacturing products specified in this section with documented ISO 9001 certification and minimum twelve years and experience.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.4 PRE-INSTALLATION CONFERENCE

- A. Convene a pre-roofing conference approximately two weeks before scheduled commencement of roofing system installation and associated work.
- B. Require attendance of installers of deck or substrate construction to receive roofing, installers of rooftop units and other work in and around roofing which must precede or follow roofing work including mechanical work, Architect, Owner, roofing system manufacturer's representative.
- C. Objectives include:
 - 1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.
 - 2. Tour representative areas of roofing substrates, inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work.
 - 3. Review structural loading limitations of deck and inspect deck for loss of flatness and

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4. for required attachment.
4. Review roofing system requirements, Drawings, Specifications and other Contract Documents.
5. Review and finalize schedule related to roofing work and verify availability of materials, installer's personnel, equipment and facilities needed to make progress and avoid delays.
6. Review required inspection, testing, certifying procedures.
7. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing.
8. Record conference including decisions and agreements reached. Furnish a copy of records to each party attending.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- E. Storage temperatures should be between 60°F to 80°F (15.6° to 26.7°C) and not exceed 110°F (43.3°C). Indoor ventilated storage is recommended. Ensure jobsite storage is in a shaded and ventilated area. Do not store in direct sunlight. Keep materials away from open flame or welding sparks. Contractor is responsible for any charges (including freight and tax) to replace any material that is damaged due to improper storing conditions.
- F. Owner reserves the right to have the Contractor store all materials on non-City property at no additional charge to the City.

1.6 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Weather Condition Limitations: Do not apply roofing system during inclement weather or when precipitation is expected.
- C. Proceed with roofing work only when existing and forecasted weather conditions will permit unit of work to be installed in accordance with manufacturer's recommendations and warranty requirements.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed during same day.
- E. When applying materials with spray equipment, take precautions to prevent over spray and/or solvents from damaging or defacing surrounding walls, building surfaces, vehicles or other property. Care should be taken to do the following:
 1. Close air intakes into the building.
 2. Have a dry chemical fire extinguisher available at the jobsite.

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3. Post and enforce "No Smoking" signs.
- F. Avoid inhaling spray mist; take precautions to ensure adequate ventilation.
- G. Protect completed roof sections from foot traffic for a period of at least 48 hours at 75 degrees F (24 degrees C) and 50 percent relative humidity or until fully cured.
- H. Take precautions to ensure that materials do not freeze.
- I. Minimum temperature for application is 50 degrees F (10 degrees C) and rising.

1.7 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed limited labor and materials Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 1. Warranty Period:
 - a. Ten (10) years
- A. Installer is to guarantee all work against defects in materials and workmanship for a period indicated following final acceptance of the Work.
 1. Warranty Period:
 - a. 5 years from date of acceptance.

PART 2 PRODUCTS

2.1 MANUFACTURERS

Basis of Design: The Garland Company, Inc.; 3800 E. 91st St., Cleveland, OH 44105.

Local representative: Luke Foster, 619-630-9057.

Or Equal

- A. City has no responsibility to provide any equipment for handling and / or loading the materials to the Contractor's trucks. Upon signature of receiving the materials, Contractor assumes full responsibility for all received materials. Any materials lost or stolen are the responsibility of the Contractor to replace.
- B. Contractor must provide all labor and specified materials as part of their bid. Any additional material required to complete this project is the responsibility of the Contractor, including all freight and tax charges.

2.2 ROOF RESTORATION SYSTEM FOR SINGLE PLY ROOFS

- A. White-Knight Plus WC:
 1. Primer: None.
 2. Flashing: Repair or replace as needed.
 3. Reinforcement: UniBond ST 6" to all seams.
 4. Base Coating: White-Knight Plus WC Base Coat.
 5. Top Coating: White-Knight Plus WC.

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PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 ROOF PREPARATION AND REPAIR

- A. General:
 - 1. Remove existing roof flashings from curbs and parapet walls down to the surface of the roof. Remove existing flashings at roof drains and roof penetrations.
 - 2. Remove all wet, deteriorated, blistered or delaminated roofing membrane or insulation and fill in any low spots occurring as a result of removal work to create a smooth, even surface for application of new roof membranes.
 - 3. Install new wood nailers as necessary to accommodate insulation/recovery board or new nailing patterns.
 - 4. When mechanically attached, the fastening pattern for the insulation/recovery board shall be as recommended by the specific product manufacturer.
 - 5. Re-roofing over coal tar pitch requires a mechanically attached recovery board or insulation and a base sheet prior to the application of roofing system.
 - 6. Existing roof surfaces shall be primed as necessary and allowed to dry prior to installing the roofing system.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Repair all defects such as deteriorated roof decks; replace saturated insulation board, replace loose or brittle membrane or membrane flashings. Verify that exiting conditions meet the following requirements:
 - 1. Existing membrane is either fully adhered or that the membranes mechanical fasteners are secured and functional.
 - 2. Application of roofing materials over a brittle roof membrane is not recommended.
- D. Remove all loose dirt and foreign debris from the roof surface. Do not damage roof membrane in cleaning process.
- E. Clean and seal all parapet walls, gutters and coping caps, and repair any damaged metal where necessary. Seal watertight all fasteners, pipes, drains, vents, joints and penetrations where water could enter the building envelope.
- F. Clean the entire roof surface by removing all dirt, algae, paint, oil, talc, rust or foreign substance. Use a 10 percent solution of TSP (tri-sodium phosphate), Simple Green and warm water. Scrub heavily soiled areas with a brush. Rinse with fresh water to remove all TSP solution. Allow roof to dry thoroughly before continuing.
- G. Repair existing roof membrane as necessary to provide a sound substrate for the liquid membrane. All surface defects (cracks, blisters, tears) must be repaired with similar materials.
- H. Pre-Treatment of Known Growth - General Surfaces: Once areas of moss, mold, algae and other fungal growths or vegetation have been removed and surfaces have also been thoroughly cleaned, apply a biocide wash at a maximum spread rate of 0.2 gallons/square

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(0.08 liters/m), to guard against subsequent infection. Allow to dry onto absorbent surfaces before continuing with the application. On non-absorbent surfaces, allow to react before thoroughly rinsing to remove all traces of the solution.

3.3 INSTALLATION

- A. General Installation Requirements:
 1. Install in accordance with manufacturer's instructions. Apply to minimum coating thickness required by the manufacturer.
 2. Cooperate with manufacturer, inspection and test agencies engaged or required to perform services in connection with installing the roof system.
 3. Insurance/Code Compliance: Where required by code, install and test the roofing system to comply with governing regulation and specified insurance requirements.
 4. Protect work from spillage of roofing materials and prevent materials from entering or clogging drains and conductors. Replace or restore work damaged by installation of the roofing system.
 5. All primers must be top coated within 24 hours of application. Re-prime if more time passes after priming.
 6. Keep roofing materials dry during application. Phased construction can be allowed as long as no, more than 7 days pass between coats excluding primers.
 7. Coordinate counter flashing, cap flashings, expansion joints and similar work with work specified in other Sections under Related Work.
 8. Coordinate roof accessories and miscellaneous sheet metal accessory items, including piping vents and other devices with work specified in other Sections under Related Work.
- B. Single Ply Roof Restoration Renovation: work includes:
 1. Surface preparation: Remove membrane chalking, dust, dirt, and debris.
 2. Flashing:
 - a. Fascia Edges: Inspect and make repairs to membrane.
 - b. Parapets and Vertical Surfaces: Inspect and make repairs to any splits or membrane deterioration.
 - c. Metal Flashings: Repair/Replace metal flashings, pitch pockets, etc.
 3. Reinforcement: UniBond ST 6" on all seams with White-Knight Plus WC base coat applied over
 - a. Application of White-Knight Plus/ Stallion Plus or White-Knight Plus WC on field seams, flashings and around penetrations.
 - 1) Verify that the surface to be coated is properly prepared.
 - 2) Restore the surface to a suitable condition if roof surface becomes contaminated with dirt, dust or other materials that will interfere with adhesion of the coatings.
 - 3) Apply materials must be applied at specified dry film thickness.
 - 4) Apply White-Knight Plus WC Base Coat at minimum 6 inch wide stripe over all seams, flashings and around penetrations at 2.0 gallons per 100 SF.
 - 5) Allow to dry for a minimum of 24 hours before applying finish coats.
 - 6) On vertical surfaces to achieve proper application rate cut your application into two coats to avoid sagging and runs of coating.
 4. Coating: White-Knight Plus WC
 - a. Apply White-Knight/ Stallion or White-Knight Plus/ Stallion Plus in a uniform manner.
 - b. Use special attention to coating flashings and other critical areas to build adequate membrane thickness.
 - c. Use multiple coats on verticals to prevent sagging.
 - d. Apply White-Knight Plus WC Base Coat at 3.0 gallons per 100 SF over the entire roof surface. Allow 24 hour cure time. Apply White-Knight Plus WC per

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100 SF at 2.0 gallons per 100 SF over the entire roof surface.

3.4 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.5 PROTECTION

- A. As needed, provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.6 FIELD QUALITY CONTROL

- A. Require attendance of roofing materials manufacturers' representatives at site during installation of the roofing system at a minimum of 3 days per week.
- B. Correct defects or irregularities discovered during field inspection.

3.7 FINAL INSPECTION

- A. At completion of roofing installation and associated work, meet with Owner, installer, roofing system manufacturer's representative and others directly concerned with performance of roofing system.
- B. Walk roof surface areas, inspect perimeter building edges as well as flashing of roof penetrations, walls, curbs and other equipment. Identify all items requiring correction or completion and furnish copy of list to each party in attendance.
- C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation that is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.
- D. Advise Owner upon completion of corrections.
- E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

3.8 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

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3.9 SCHEDULES

- A. Base Coating:
 - 1. White-Knight Plus WC Base Coat: multi-purpose, single-component aliphatic urethane, liquid waterproofing membrane. VOC compliant and meets South Coast AQMD standards.
 - a. Tensile Strength: ASTM D 412, 2100 psi
 - b. Tear Resistance: ASTM D 624, 160 lbs./in
 - c. Elongation: ASTM D 412, 320%
 - d. Density @ 77 degrees F (25 degrees C, ASTM D 2939) 10.4 lb./gal (1.2 g/m3)
 - e. Flash Point: ASTM D 93, 110 degrees F min. (43 degrees C)
 - f. Non-Volatile: ASTM D 75, Typical 83%
 - g. Viscosity @ 77 degrees F (25 degrees C); Brookfield RVT, #4 Spindle 10 rpm 9200 cP
 - h. Wet Film Thickness @ 2 gal./100 sq. ft. (0.82 l/m2)
 - i. VOC: 50 g/l
 - j. Reflectance: 0.87
 - k. Emittance: 0.89
 - l. SRI: 110
- B. Reinforcement
 - 1. UniBond ST 6": Strong, polyester-reinforced adhesive tape on seams.
- C. Top Coating:
 - 1. White-Knight Plus WC: highly reflective multi-purpose, single-component aliphatic urethane, liquid waterproofing membrane. VOC compliant and meets South Coast AQMD standards.
 - a. Tensile Strength: ASTM D 412, 2100 psi
 - b. Tear Resistance: ASTM D 624, 160 lbs./in
 - c. Elongation: ASTM D 412, 320%
 - d. Density @ 77 degrees F (25 degrees C, ASTM D 2939) 10.4 lb./gal (1.2 g/m3)
 - e. Flash Point: ASTM D 93, 110 degrees F min. (43 degrees C)
 - f. Non-Volatile: ASTM D 75, Typical 83%
 - g. Viscosity @ 77 degrees F (25 degrees C); Brookfield RVT, #4 Spindle 10 rpm 9200 cP
 - h. Wet Film Thickness @ 2 gal./100 sq. ft. (0.82 l/m2)
 - i. VOC: 50 g/l
 - j. Reflectance: 0.87
 - k. Emittance: 0.89
 - l. SRI: 110
- D. Flashings
 - 1. Flashings: White-Knight Plus WC: highly reflective multi-purpose, single-component aliphatic urethane, liquid waterproofing membrane. VOC compliant and meets South Coast AQMD standards.
 - a. Tensile Strength: ASTM D 412, 2100 psi
 - b. Tear Resistance: ASTM D 624, 160 lbs./in
 - c. Elongation: ASTM D 412, 320%
 - d. Density @ 77 degrees F (25 degrees C, ASTM D 2939) 10.4 lb./gal (1.2 g/m3)
 - e. Flash Point: ASTM D 93, 110 degrees F min. (43 degrees C)
 - f. Non-Volatile: ASTM D 75, Typical 83%
 - g. Viscosity @ 77 degrees F (25 degrees C); Brookfield RVT, #4 Spindle 10 rpm 9200 cP
 - h. Wet Film Thickness @ 2 gal./100 sq. ft. (0.82 l/m2)
 - i. VOC: 50 g/l
 - j. Reflectance: 0.87

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k. Emittance: 0.89
L. SRI: 110

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BIDS MUST BE RECEIVED PRIOR TO 1:00 P.M.

Sept

Sept 28, 2021

If you have any questions, contact Thomas Bell @ 619-490-0017 or Email tbell@lemongrove.ca.gov or lfoster@garlandind.com

LUMP SUM BID: \$44,475LUMP SUM BID IN WORDS: Forty-four thousand four-hundred seventy-fiveLEMON GROVE BUSINESS LICENSE: 12094CALIFORNIA STATE CONTRACTORS LICENSE NUMBER: 1066575COMPANY NAME: Cal Roof Inc.TELEPHONE: BUSINESS: 619-339-2042 EMERGENCY: 619-500-1119AUTHORIZED SIGNATURE: Doug BarryCOMPANY CONTACT: Doug Barry
(Please Print)

ALL WORK MUST BE COMPLETED WITHIN THIRTY (45) CALENDER DAYS OF EXECUTION OF NOTICE TO PROCEED

(The City of Lemon Grove reserves the right to refuse any bid)



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2.
Meeting Date: November 2, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: Community Development Department
Staff Contact: Noah Alvey, Community Development Manager
nalvey@lemongrove.ca.gov
Item Title: **Alley and Partial Road Vacation at 8247-8249 Broadway**

Recommended Action: That the City Council adopts a resolution (**Attachment A**) vacating an alley and accepting a street dedication and a partial road vacation of Sweetwater Rd. at a property addressed as 8247-8249 Broadway.

Summary: The property owner for 8247-8249 Broadway, Rodi Mikha, has requested the vacation of an unconstructed alley to allow two existing properties to be consolidated into a single property for a future commercial development. The request also includes a street dedication and partial road vacation at the corner of Broadway and Sweetwater Road. The street dedication and road vacation will allow the property boundaries to align with existing and future road improvements.

Discussion: The properties addressed as 8247-8249 Broadway were impacted by the construction of Interstate-125, specifically the transition ramp from east bound State Route 94 to south bound State Route 125. 8247 Broadway is developed with an existing commercial building that is currently used as an automobile sales office and 8249 Broadway is currently used for vehicle display, storage, and parking.

An alley between 8247 and 8249 Broadway was originally dedicated for road purposes according to Map No. 1303 on January 17, 1911. The alley has not been constructed at this time. The alley was evaluated to determine if it was needed for accommodate local development and it was determined not to be necessary because the adjacent properties are accessed from either Sweetwater Way or Broadway. The vacation of the alley also supports economic development objectives in the General Plan such as Objective 4.0, "Expansion of commercial enterprises..." because the alley vacation will result in a single property greater than one acre at the intersection of Broadway and Sweetwater Rd.

The proposed street dedication and road vacation are related to the corner of the property at the intersection of Broadway and Sweetwater Rd. Both of the proposed actions will allow the property boundaries to be consistent with the existing and future public-right-of-way improvement plans. These actions are also supported by the General Plan because they will increase development opportunities for a larger development.

Environmental Review:

☒ Not subject to review

☐ Negative Declaration

☐ Categorical Exemption, Section |

☐ Mitigated Negative Declaration

Fiscal Impact: [None.]

Public Notification: Notice of public hearings were posted at the property address and published in the East County Californian on October 15, 2021 and October 22, 2021.

Staff Recommendation: That the City Council adopts a resolution (**Attachment A**) vacating an alley and accepting a street dedication and a partial road vacation of Sweetwater Rd. at a property addressed as 8247-8249 Broadway

Attachments:

Attachment A – Resolution

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, VACATING AN ALLEY AND ACCEPTING A STREET
DEDICATION AND A PARTIAL ROAD VACATION OF SWEETWATER RD. AT
8247-8249 BROADWAY**

WHEREAS, the City received a request to vacate an alley at 8247-8249 Broadway; and

WHEREAS, staff reviewed the application and recommends vacation of the alley because it was never constructed and not needed for access to adjacent properties; and

WHEREAS, the proposed street dedication and partial road vacation will allow the property boundaries to be consistent with the existing and future public-right-of-way improvement plans; and

WHEREAS, the vacated alley and road vacation were determined by the Contract City Engineer has unnecessary for present or future prospective public uses; and

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

1. Vacates the alley at 8247-8249 Broadway as described in Exhibit A, and accepts a street and a partial road vacation as described in Exhibit B
2. Authorizes the City Clerk to record a certified copy of this resolution with the County of San Diego Assessor / Recorder / Clerk's Office.

PASSED AND ADOPTED on _____, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

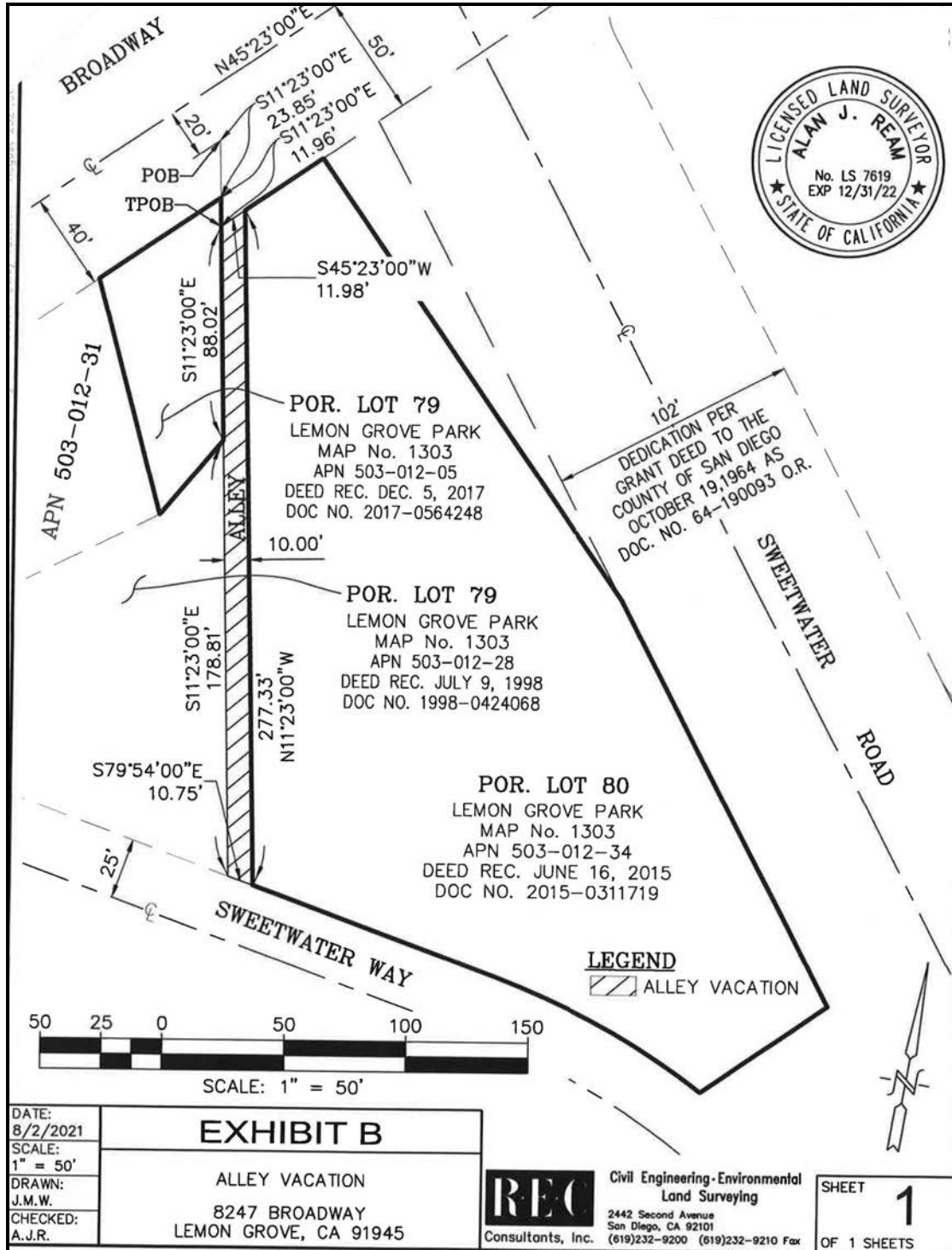
Jerry Jones, Mayor Pro Tem

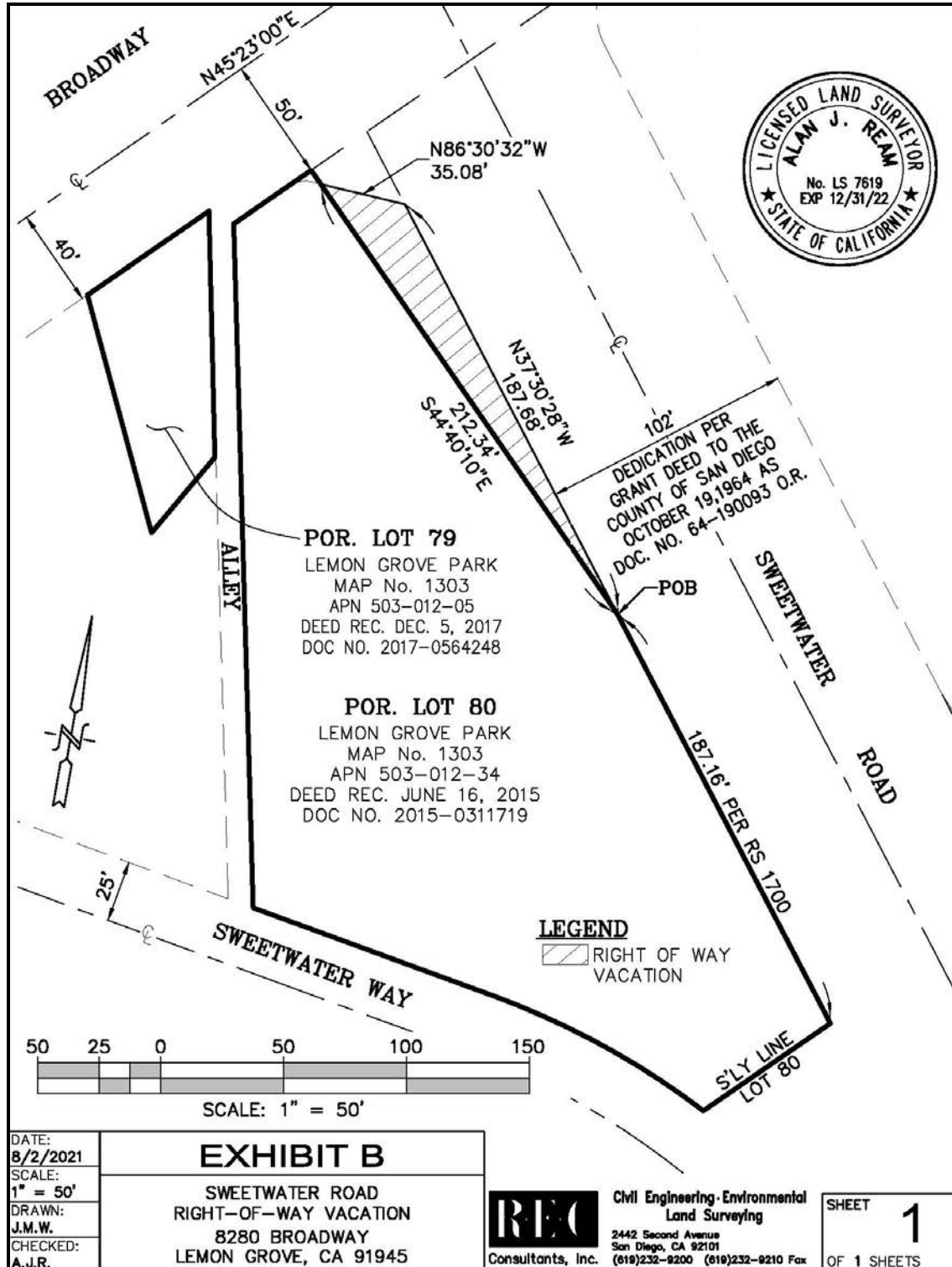
Attest:

Lydia Romero, City Manager

Approved as to Form:

Kristen Steinke, City Attorney







CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3.

Meeting Date: November 2, 2021

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Mike James, Assistant City Manager / Public Works Director
mjames@lemongrove.ca.gov
Christian Olivas, Management Analyst
colivas@lemongrove.ca.gov

Item Title: **Authorize the FY 2022-2023 Community Development Block Grant (CDBG) Program Application**

Recommended Action: That the City Council hold a public hearing, receive public comment, and adopt a resolution (**Attachment A**) authorizing the submittal of an application for the Fiscal Year 2022-2023 Community Development Block Grant Program.

Summary: The purpose of this agenda item is to hold a public hearing and receive City Council authorization to submit an application for the proposed Fiscal Year 2022-2023 Community Development Block Grant (CDBG) Program funded infrastructure project. If successful, funds will be used to rehabilitate the Buena Vista Street segment from North Avenue to Broadway Avenue. The background and discussion sections below provide information regarding the CDBG program and application process as well as staff's recommendation for the allocation of CDBG funds.

Background: The CDBG Program was created in 1974 and is administered by the U.S. Department of Housing and Urban Development (HUD). The purpose of the program is to provide funds annually to all entitlement jurisdictions to develop a viable urban community through community development projects and affordable housing activities that benefit low-to moderate-income households and persons with special needs.

The County of San Diego, Housing and Community Development Services (HCDS) department currently serves as a grantee for the San Diego Urban County, a federally designated area, that includes the unincorporated areas of San Diego County and all non-entitlement cities within the County that choose to participate in the CDBG Program. As a

non-entitlement jurisdiction, the City of Lemon Grove must partner with the County of San Diego to receive CDBG funds. According to the County of San Diego, CDBG-funded projects must satisfy one of three national program objectives:

- Provide a benefit to low and moderate income persons,
- Prevent or eliminate slums and blight, or
- Meet needs having a particular urgency.

Eligible activities broadly include:

- Real property acquisition,
- Public facilities and improvements,
- Public services,
- Economic development (job creation), and
- Housing development and rehabilitation.

For over 20 years, the City has participated in the CDBG Program, predominately relying on CDBG funds for street rehabilitation projects in eligible neighborhoods. Most recently, the City Council approved the submittal of an application for CDBG funds for improvements to Crane Street from Golden Avenue to the cul-de-sac and Golden Avenue from School Lane to Kempf Street. The Golden Avenue project has been awarded and is scheduled to begin soon.

Discussion: On October 7, 2021, County staff informed the City that Lemon Grove was eligible to receive \$127,720 in CDBG funding for FY 2022-2023. The County used the same CDBG allocation formula to calculate the City's allocation, which considers population, overcrowding, and poverty. To receive this funding, the City must submit a CDBG Program application detailing the proposed use of these funds to HCDS staff for consideration and approval. As part of the application process, the City Council must adopt a resolution authorizing the submittal of the CDBG Program application.

In prior years, staff used the following criteria to recommend street rehabilitation projects for CDBG funding:

- Street segments with the lowest Pavement Condition Index (PCI) from the Pavement Management Program adopted by the City Council on May 1, 2018;
- Eligible Census areas provided by the County;
- Block eligibility calculations, performed by the County; and
- Field visits conducted by Public Works staff.

While taking into account the criterion previously used, staff's recommended street to be funded by the CDBG FY 2022-2023 was confirmed at the Street Workshop held on October 23, 2021. At that workshop, Buena Vista Avenue from North Avenue to Broadway was

determine to be the best use of CDBG funds. Exhibit 1, shown below, highlights the segment of Buena Vista Street recommended for improvement.

Exhibit 1: Buena Vista Street Segment between North and Broadway



If the City Council adopts the resolution, staff will submit an application to HCDS for consideration and approval by Tuesday, November 9, 2021. Assuming the County approves the application (**Attachment B**), staff will then work with the City's Contract City Engineer to prepare construction documents, advertise the construction project bid documents and after completing the bid process, return to the City Council with a recommendation to award a construction contract.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: As required by the CDBG program, a legal notice of this public hearing was published in the East County Californian on October 22, 2021.

Staff Recommendation: Staff recommends that the City Council hold a public hearing, receive public comment, and adopt a resolution (**Attachment A**) authorizing the submittal of an application for the Fiscal Year 2022-2023 Community Development Block Grant Program.

Attachments:

Attachment A – Resolution

Attachment B – CDBG FY 2022-23 Application

RESOLUTION NO. 2021 -

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR
THE FOR FISCAL YEAR 2022-2023 COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM**

WHEREAS, the United States Department of Housing and Urban Development (HUD) administers the Community Development Block Grant (CDBG) Program, which provides Federal funds to assist community development activities in urban areas; and

WHEREAS, the County of San Diego (County), as an eligible Urban County, applies and receives CDBG funds that are administered within the County's unincorporated areas and local governments that participate in the San Diego Urban County CDBG Program; and

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

WHEREAS, the City of Lemon Grove placed a notice in a newspaper of general circulation indicating a Public Hearing; and

WHEREAS, the City will submit an application to the County for approval to receive Federal CDBG funds to rehabilitate the Buena Vista Street segment from North Avenue to Broadway Avenue; and

WHEREAS, the City understands and agrees that should the CDBG Program be discontinued, the City would be required to reimburse the County's Housing Development Fund for any affected funds.

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

1. Directs the City Manager, or her designee, to allocate CDBG funding for street rehabilitation purposes;
2. Authorizes the City Manager, or her designee, to submit an application for the CDBG Program for Fiscal Year 2022-2023; and
3. Authorizes the City Manager, or her designee, to manage all program-related documentation.

PASSED AND ADOPTED on _____, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jerry Jones, Mayor Pro Tem

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

COUNTY OF SAN DIEGO, HOUSING AND COMMUNITY DEVELOPMENT SERVICES

Community Development Block Grant Application

Community Organizations & Public Entities

FY 2022 – 2023

**Proposals Due
5:00 p.m. Monday, November 1, 2021**



LIVEWELLSD.ORG

SDHCD.ORG

David Estrella
Director

3989 Ruffin Rd • San Diego, CA • 92123 • (858) 694-8724 • TDD: (866) 945-2207

Background and General Information

The Community Development Block Grant (CDBG) Program is a U.S. Department of Housing and Urban Development (HUD) program that provides funds annually to all entitlement jurisdictions. CDBG funds are used for community development and affordable housing activities that benefit low-income households and persons with special needs. The County of San Diego is committed to advancing equity through neighborhood investment in vulnerable communities.

If you are interested in being placed on the community meetings or NOFA mailing lists, or if you have questions about this application, the CDBG Program, or other Housing and Community Development Services programs, please call (858) 694-8724.

**Proposals and supporting documentation are due
by 5:00pm on Monday, November 1, 2021.**

Proposals should be submitted via email using the submit button at the bottom of the page. If you have any issues with submittal, please contact Marco.DeLaToba@sdcounty.ca.gov.

Application packages may also be submitted via mail to the Housing and Community Development Services office at 3989 Ruffin Rd., San Diego, CA 92123.

Required Sections

Community Organizations – Please complete the Eligibility Checklist, Parts 1-4, and Part 6. Community organizations do not need to complete Part 5. Community Organization applications are not considered complete until all relevant documentation listed in Part 6 are submitted.

Participating Cities and County Departments – Please complete the Eligibility Checklist, Parts 1-3, and Part 5. Participating Cities and County Departments do not need to complete Parts 4 or 6. Participating Cities should include the authorizing resolution from their City Council.

Submit

Page 2

Eligibility Checklist

Please review the below listed eligible requirements and ensure your project meets them before proceeding with the application.

<input type="checkbox"/>	Project serves the unincorporated County or has been approved by a Participating City Council
<input checked="" type="checkbox"/>	<p>Project is an eligible activity: <i>(please select one)</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> Public Facilities <input checked="" type="checkbox"/> Infrastructure <input type="checkbox"/> Non-Homeless Special Needs <input type="checkbox"/> Planning/Admin <input type="checkbox"/> Economic Development <input type="checkbox"/> Public Services <input type="checkbox"/> Other: _____ <p>Please click here to see the full list of eligible activities.</p>
<input checked="" type="checkbox"/>	<p>Project meets a national objective: <i>(please select one)</i></p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Primarily benefit low- and moderate-income households <i>(under 80% AMI)</i> <input type="checkbox"/> Aid in the elimination of slum or blight conditions <input type="checkbox"/> Meet an urgent community need <p>Please click here to see a detailed explanation of CDBG national objectives.</p>
<input checked="" type="checkbox"/>	<p>Project serves a County of San Diego goal: <i>(please select one)</i></p> <ul style="list-style-type: none"> <input type="checkbox"/> Increase affordable housing opportunities for low- to moderate-income and special needs residents <input type="checkbox"/> Prevent and end homelessness through accessible housing and support services <input checked="" type="checkbox"/> Enhance community infrastructure and facilities to provide a suitable and sustainable living environment <input type="checkbox"/> Provide housing and support services for those living with HIV/AIDS <p>Please click here to view the County of San Diego's Consolidated Plan and goals.</p>
<input checked="" type="checkbox"/>	Applicant is a public entity or tax-exempt nonprofit organization
<input checked="" type="checkbox"/>	Applicant has a DUNS number and is registered and in good standing with SAM.Gov
<input checked="" type="checkbox"/>	Applicant has a financial audit or A-133 single audit
<input checked="" type="checkbox"/>	Applicant's governing body has authorized the application for CDBG funds


Authorized Official Signature: 

Technical Assistance

The County will provide technical assistance to any organization planning to submit a proposal. Additionally, the County will provide guidance if your organization is concerned about meeting program or application requirements. To request assistance or for additional language options, contact the CDBG Administrator at (858) 694-8724. For the deaf or hard of hearing, please call (866) 945-2207.

Submit

Page 3

PART 1. Summary Information		
1. Organization/Department: City of Lemon Grove/City Manager's Office		2. Type of Organization: <input type="checkbox"/> Non-Profit <input checked="" type="checkbox"/> Participating City <input type="checkbox"/> County Department <input type="checkbox"/> Other:
3. Project Title: Buena Vista Street Improvement		
4. Name/Title of Authorized Official: Lydia Romero/City Manager	5. Authorized Official's Email: lromero@lemongrove.ca.gov	6. Authorized Official Signature: 
7. Program Address: 3232 Main Street, Lemon Grove, CA 919145		8. Mailing Address (If different): N/A
9. Project Manager: Christian Olivas	10. Contact Phone: (619) 825-3813	11. Contact Email: colivas@lemongrove.ca.gov
12. Federal DUNS Number: 095899696	13. SAM/CCR Expiration Date: August 9, 2022	14. Does your organization expend \$750,000 or more a year in federal funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
PART 2. Project Proposal Overview		
1. Community/Population to be served (please be specific): City of Lemon Grove/Low and Moderate-Income Residents		2. What Percent of request will serve unincorporated County? <u>0</u> %
3. Location of Project: Buena Vista Avenue (between North and Broadway)		4. Census Tracts of Project: Tract 144, Block Group 2
5. Type of Activity: (Please check <u>only one</u>) <input type="checkbox"/> Public Facilities <input checked="" type="checkbox"/> Infrastructure <input type="checkbox"/> Non-Homeless Special Needs <input type="checkbox"/> Planning/Admin <input type="checkbox"/> Economic Development <input type="checkbox"/> Public Services <input type="checkbox"/> Other:		
6. CDBG Funds Requested: \$127,720		7. Total Project Cost: \$133,089
8. Specific Use of Requested CDBG Funds: (Please be specific and concise as to what CDBG funds will support.) The requested CDBG funds will rehabilitate Buena Vista (between North Avenue and Broadway Avenue). The street improvements will rehabilitate 24,198 square feet (sf) of asphalt roadway and restripe the road.		
9. Other Funding Sources: (Please specify source for each)	Other Federal:	\$
	State/Local:	\$
	Private Sources:	\$
	Other:	\$
	CDBG Funds Previously Allocated to Project:	\$
10. Which CDBG National Objective does your project meet? (Please see Attachment C for details) <input checked="" type="checkbox"/> Primarily benefit low- and moderate-income households (under 80% AMI) <input type="checkbox"/> Aid in the elimination of slum or blight conditions <input type="checkbox"/> Meet an urgent community need (Note: this is applicable in very limited circumstances.)		
11. Any real property acquired or improved with \$25,000+ CDBG funds must continue to meet a national objective for 5 years after expiration of the contract/MOU. Describe how your agency will comply: N/A		
12. Describe what types of permits, if any, are required for the project: We will not need any permits because it is our jurisdiction. However, the contractor that is awarded a contract will need to obtain a City of Lemon Grove Business License and an encroachment permit before the project can begin.		

Submit

Page 4

PART 3. Project Narrative

1. Project Title:

Buena Vista Street Improvement

2. Project Goal:

Please select only one of the following that most accurately describes what you intend to accomplish by carrying out this activity.

- ☐ Increase affordable housing opportunities for low- to moderate-income and special needs residents
- ☐ Prevent and end homelessness through accessible housing and support services
- ☒ Enhance community infrastructure and facilities to provide a suitable and sustainable living environment
- ☐ Provide housing and support services for those living with HIV/AIDS

3. Project Outcome:

Please select only one of the following project performance measurement outcomes.

- ☒ **Availability/Accessibility** – Activities that make services, infrastructure, housing, and shelter accessible. Note that accessibility does not only refer to physical barriers.
- ☐ **Affordability** – Activities that provide affordability in a variety of ways. It can include creation or maintenance of affordable housing, infrastructure hookups, or services.
- ☐ **Sustainability** – Activities that promote livable or viable communities and neighborhoods by providing services or reviving slums/blighted areas.

4. Statement of Problem: *Describe the problem or need the proposed activity is intended to address.*

This project provides resources for rehabilitating a collector street and public right-of-way for the surrounding residential neighborhood and businesses in a low-to-moderate income area.

5. Service Area and Target Population: *Describe the characteristics of the population to be served and the geographic area to be benefited. You must include a map showing project location and service area.*

The proposed street segment serves low-income residents who live on the street and/or use the street to access their homes.

6. Project Description: *Describe the proposed project and specifically how CDBG funds will be used.*

The requested CDBG funds will rehabilitate a street segment within the City. Specifically, the Buena Vista Street segment between North Avenue and Broadway Avenue will be milled and paved.

7. Proposal Beneficiaries: *Indicate the unduplicated number of people or households that will directly benefit from your proposal. Include a sample intake form or your methodology for calculation.*

N/A

Submit

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<p>8. Provide further information on property for which the improvements are being proposed. <i>If applicable.</i> N/A</p>																					
<p>9. Will the proposed project meet Americans with Disabilities Act standards for access to persons with disabilities? <i>Explain.</i> Yes, the proposed construction project will be completed in accordance with Federal 2010 ADA Standards for Accessible Design.</p>																					
<p>10. Performance Measures: <i>Provide a measure that can be used to gauge the effectiveness or impact of your proposal in meeting the needs of the community. How can it be determined whether your proposal yields the desired outcomes or shows an overall improvement in the lives of persons assisted with HUD funds?</i> The City can use its Pavement Management Program (PMP) that is designed to assess the current pavement condition of streets within Lemon Grove, as a performance measure. Based on this assessment, streets are assigned a Pavement Condition Index (PCI), which is a numerical index from 0 to 100 to indicate the condition of a pavement. Through this data-driven process, the City can use the PCI to evaluate the street improvement and determine the effectiveness or impact of meeting the needs of the community with the use of CDBG funds. This segment of Buena Vista has a PCI of 20 or Very Poor. Completion of this project will result in a PCI of 100 or Good.</p>																					
<p>11. Documentation Process: <i>Describe your beneficiary income/qualification documentation standards and procedures. For limited clientele activities, describe procedures for documenting program participation including ethnic/income characteristics of participants.</i> Beneficiary income/qualification documentation standards and procedures are not applicable to infrastructure projects. However, as required, the proposed infrastructure project is located within a CDBG eligible Census Tract 144, Block Group 2 area that is designated as low-to-moderate income.</p>																					
<p>12. Describe relationship of project to local community facilities/services addressing a similar problem: The City of Lemon Grove has prioritized different zones within the jurisdiction requiring street, curb, and gutter, and sidewalk rehabilitation. The aforementioned area of Lemon Grove have been designated by staff as high priority requiring rehabilitation and it is also considered a low-to-moderate income neighborhood. CDBG Program support will enable the City to expedite rehabilitating the proposed area that will improve traffic and pedestrian flow, and ultimately, will improve the quality of life of Lemon Grove residents in this particular area.</p>																					
<p>13. What community organizations are in support of this project? Lemon Grove School District (LGSD), Lemon Grove Lion's Club, San Diego County Sheriff's Department, Lemon Grove Substation</p>																					
<p>14. Project Timeline: <i>Provide a detailed timeline for implementation of project, assuming availability of CDBG funds July 2022. CDBG requests <u>must</u> be limited to activities that can spend CDBG funds within 12 months of receipt.</i></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="text-align: left;">Project Tasks</th> <th style="text-align: left;">Expected Date of Completion</th> <th style="text-align: left;">Staff</th> </tr> </thead> <tbody> <tr> <td>Project Design</td> <td>9-01-2022</td> <td>N/A</td> </tr> <tr> <td>Advertise Bid Documents</td> <td>9-15-2022</td> <td>Management Analyst</td> </tr> <tr> <td>Open Bid Documents</td> <td>10-04-2022</td> <td>Management Analyst</td> </tr> <tr> <td>Contract Award to Contractor</td> <td>11-15-2022</td> <td>Management Analyst</td> </tr> <tr> <td>Pre-Construction Conference</td> <td>12-14-2022</td> <td>City Staff-Management Analyst/Contractor TBD</td> </tr> <tr> <td>Project Completion</td> <td>6-30-2023</td> <td>City Staff-Management Analyst/Contractor TBD</td> </tr> </tbody> </table>	Project Tasks	Expected Date of Completion	Staff	Project Design	9-01-2022	N/A	Advertise Bid Documents	9-15-2022	Management Analyst	Open Bid Documents	10-04-2022	Management Analyst	Contract Award to Contractor	11-15-2022	Management Analyst	Pre-Construction Conference	12-14-2022	City Staff-Management Analyst/Contractor TBD	Project Completion	6-30-2023	City Staff-Management Analyst/Contractor TBD
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Submit

PART 4. Community Organization Supplemental Information

*Please only complete Part III if you are submitting on behalf of a community organization.
Participating Cities and County Departments should skip to Part IV.*

1. Agency Purpose and Sources of Funding:

2. Agency Operation Time: *Indicate length of time agency has been in operation and date of incorporation.*

3. Current Services: *Describe services currently offered and the number/characteristics of clients served.*

4. Organizational Capacity: *Discuss agency's capability to develop, implement and administer project.*

5. Project Progress: *Describe how the agency will monitor project progress in and who will be responsible.*

6. Agency Staff: *Describe existing staff positions and qualifications.*

7. Project Manager: *Indicate who will work as project manager and describe the person's experience.*

8. Financial: *Briefly describe agency's fiscal management system, including financial reporting, record keeping, accounting systems, payment procedures, and audit requirements.*

Submit

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9. Describe current zoning on the site and any discretionary land use permits/approvals necessary prior to project implementation: *(If applicable)*

10. For collaborative projects, name organizations involved and their roles. Please include letters of intent from all participating agencies.

11. Previous Accomplishments: Agencies that have previously received County of San Diego CDBG funds, please describe accomplishments and note year funded. If the agency has not previously received County of San Diego CDBG funds, please describe accomplishments achieved through other funding sources. All descriptions should include the degree to which the objectives were met. Please include contact information for recent granting agencies.

12. Project Funding: Describe how the project will be fully funded. Indicate status of other funds in the proposal budget and expected commitment dates, if applicable. Indicate when other funds will be available and include letters of commitment from other funding sources.

13. Organizational Financial Capacity: CDBG is a reimbursement-only program. Indicate specific amount of your organization's reserves and describe adequacy of these funds to pay invoices.

14. Maintenance Funds: Describe specific plans for fund maintenance of project beyond period supported by CDBG funds. Refer to Part 2, Question 11.

15. Davis-Bacon Prevailing Wage Requirements: For public improvement construction projects, Davis-Bacon prevailing wage requirements apply. Please consider this in your budget and indicate source of project cost estimates on which your request for funds is based. Describe your experience with Federal Davis-Bacon or State prevailing wage requirements.

16. Agency Operating Budget: Include a summary of the agency's current General Operating Budget.

Submit

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Part 5. Participating City and County Department Supplemental Information

*Please only complete Part IV if you are submitting on behalf of a participating city or County Department.
Community Organizations should skip to Part V.*

1. Date of City Council authorization to submit CDBG application, administer project, and execute project:
November 2, 2021

2. Site Information: *Include a description of suitability of site, availability of land, effect on surrounding land use, and conformance with the General Plan.*

N/A

3. CDBG Funds Requested	Planning	\$	Inspections	\$
	Personnel/Administration	\$	Construction/Installations	\$ 127,720
Total CDBG: \$ 127,720	Site Acquisition	\$	Consultant Cost	\$
	Relocation Assistance	\$	Supplies/Equipment	\$
	Permits and Fees	\$	Insurance/Legal	\$
	Engineering/Designs	\$	Other:	\$

4. Who will the project be carried out by? *City/County staff, Contractors, Non-Profit, etc.*

City Employees and Contractors (TBD).

5. Indicate current project status. If project is phased, describe progress on the current phase and expected completion date of previously funded work.

Currently, City staff is creating the project concept/action plan and expects for this phase to be completed by July 1, 2022, when funds are expected to be available.

6. Basis for Staff Recommendation: *Please include specific reasons why this project is a priority and note any anticipated problems or delays in implementation.*

The Lemon Grove City Council has designated the Buena Vista Street segment as high priority requiring rehabilitation and it is also located in a Census Tract that is considered low-to-moderate income and can be supported by the CDBG Program. There are no problems or delays in implementation that are anticipated. The proposed street segment is in very poor condition (PCI - 20), necessitating reconstruction and rehabilitation. Waiting will only cause further decay and increase the amount of funding needed for rehabilitation. Therefore, CDBG support will enable the City to expedite rehabilitating the proposed street segment.

7. Environmental Review Status:

☒ Exempt CEQA:

☐ Exempt NEPA:

☐ Environmental Assessment Needed

Underway ☐ Complete ☐

☐ Environmental Impact Statement

Underway ☐ Complete ☐

County Departments should submit site plans, photos, and service area maps with their applications. Participating Cities should submit site plans, photos, service area maps, intake forms (if applicable), and authorizing resolutions with their applications.

County Departments and Participating Cities do not need to complete Section V.

Submit

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Part 6. Community Organization Required Documentation Checklist	
Note: Community Organizations <u>must</u> label their documentation with naming convention listed.	
Documentation:	
<input type="checkbox"/>	"Attachment A: Budget – Project Name" <i>Attached Table I. Project Development Budget Summary Form for capital projects, and supplement this with a detailed line-item budget or Table II. Project Operating Budget Form for service projects, whichever is applicable to the proposed project. Include all other funding sources and indicate: a) if funding is committed; b) if funding has been/will be applied for; and c) when these funds will be available.</i>
<input type="checkbox"/>	"Attachment B: Letters of Commitment – Project Name" <i>Letters of commitment from collaborating agencies, if applicable. Combine all letters into <u>one</u> document.</i>
<input type="checkbox"/>	"Attachment C: Application Authorization – Project Name" <i>Board of Directors/City Council minutes and/or resolution authorizing application for CDBG funds.</i>
<input type="checkbox"/>	"Attachment D: General Operating Budget – Project Name" <i>Current year General Operating Budget.</i>
<input type="checkbox"/>	"Attachment E: Board of Directors – Project Name" <i>Current Board of Directors list, including names and addresses.</i>
<input type="checkbox"/>	"Attachment F: Articles of Incorporation and Bylaws – Project Name" <i>Include all current governing documents.</i>
<input type="checkbox"/>	"Attachment G: Non-Profit Status – Project Name" <i>Proof of existing non-profit/tax/exempt status letters from Federal Internal Revenue Service and State Franchise Tax Board</i>
<input type="checkbox"/>	"Attachment H: Audit – Project Name" <i>Most recent Financial Audit or A-133 Single Audit</i>
<input type="checkbox"/>	"Attachment I: Insurance Policy – Project Name" <i>Current insurance policy Including amounts covered</i>
<input type="checkbox"/>	"Attachment J: License to Operate – Project Name"
<input type="checkbox"/>	"Attachment K: Designation of Authorized Official – Project Name" <i>Submit documentation from the Board of Director's that authorizes the representative of the agency (including name and title) to negotiate for and contractually bind the agency.</i>
<input type="checkbox"/>	"Attachment L: Organizational Chart – Project Name"
<input type="checkbox"/>	"Attachment M: DUNS – Project Name" <i>Proof of existing DUNS number</i>
<input type="checkbox"/>	"Attachment N: CCR Registration – Project Name" <i>Proof of active Central Contractor Registration (SAM/CCR) for organization</i>
<input type="checkbox"/>	"Attachment O: Service Area Map – Project Name" <i>If your project serves all the residents of a given area, please provide a map or maps with the project service area(s) clearly outlined.</i>
<input type="checkbox"/>	"Attachment P: Sample Intake Form – Project Name" <i>If your project serves primarily low-to moderate-income persons or households, provide a sample of the intake/assessment form(s) that are currently being used to document that at least 51% of beneficiaries are low- and moderate-income persons.</i>
<input type="checkbox"/>	"Attachment Q: Contractor Estimates – Project Name" <i>If applicable, 2+ itemized contractor estimates for work to be performed and/or equipment to be purchased.</i>
<input type="checkbox"/>	"Attachment R: Lease – Project Name" <i>Copy of current lease if project site/facility is leased</i>
<input type="checkbox"/>	"Attachment S: Conflict of Interest Form – Project Name" <i>Complete and submit attached conflict of interest form.</i>

Submit

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CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 4.

Meeting Date: November 2, 2021

Submitted to: Honorable Mayor and Members of the City Council

Department: Public Works Department

Staff Contact: Michael Stauffer, Senior Management Analyst,
mstauffer@lemongrove.ca.gov
Mike James, Assistant City Manager/Director of Public Works,
mjames@lemongrove.ca.gov and

Item Title: **Approve an Application for the Per Capita Grant Program**

Recommended Action: Adopt a resolution (**Attachment A**) approving an application for Proposition 68 Per Capita Grant Program funding from the California Department of Parks and Recreation, Office of Grants and Local Services, in the amount of \$194,216.

Summary: The City of Lemon Grove is eligible for \$194,216 in non-competitive per capita grant funding under the Proposition 68 California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018. Funds can only be used for the acquisition, development or rehabilitation of recreational facilities. Grant funds must supplement, not replace existing funds and cannot be used for maintenance or repairs. Under the Per Capita Grant Program, the City will apply for funding to replace the playground structure at Lemon Grove Park. One of the program requirements is for the City Council to adopt a resolution (**Attachment A**), approving the application for grant funds. The application deadline is December 31, 2021. Projects must be completed by December 31, 2023 and final project completion packets must be submitted to the State by March 31, 2024.

Discussion: Proposition 68 was passed by California voters in June 2018, authorizing the availability of \$185,000,000 in grant funding to eligible local governments on a per capita basis. The California Department of Parks and Recreation, Office of Grants and Local Services administers the grant program. Funding allocations were announced in July 2020. Under the program, the City qualifies for a non-competitive allocation of \$194,216 based on population.

Funds must support capital outlay for recreation purposes and may include land acquisition, development or certain improvements to existing recreational facilities. Funds cannot be used for maintenance or repairs.

Under the Per Capita Grant Program, the City will apply for funding to replace the playground structure at Lemon Grove Park. The current play structure is more than 20 years old, has broken or missing parts and has incurred considerable repairs over the past few years. New features may include swings, slides, climbers, riders, spinners, towers, rocks, a decorative poured in place rubberized surface and colorful shade sail. The new play area will also be designed to meet current ADA standards.

Existing Playground Structure at Lemon Grove Park



Design Examples



The application deadline is December 31, 2021. Projects must be completed by December 31, 2023, and final reimbursement requests must be received no later than March 31, 2024. A 20 percent match of the total project cost is required if the project is not located within a severely disadvantaged community (median household income less than 60 percent of the statewide average). Based on program criteria, the City would not be required to provide matching funds.

This project will align with City Council's adopted five-year Capital Improvement Program (CIP) for Park Projects. As part of the CIP, the City Council has allocated funding

for one-time projects to enhance, expand and improve the City's park and recreational infrastructure. Per the CIP, the Berry Street Walking Path will be extended, restrooms at both Berry Street and Lemon Grove Parks will be replaced, and Promenade Park will be expanded as part of the Connect Main Street Phase I, II and III projects. This project is also directly related to City Council's priorities for FY 2021-22 Priority Category to Diversify City Revenue & Economic Development - Explore More Grant Opportunities.

After staff submits the grant application, it will begin working on the request for proposal process to seek a partner to design a new playground facility, coordinate purchase, and install a new playground facility. If applicable, staff will try to use the existing facility and supplement it with new features. The request for proposal process will return to the City Council for review and approval before it is publicly advertised.

Environmental Review:

☒ Not subject to review

☐ Negative Declaration

☐ Categorical Exemption, Section |

☐ Mitigated Negative Declaration

Fiscal Impact: None.

Public Notification: None.

Staff Recommendation: Adopt a resolution (**Attachment A**) approving an application for Proposition 68 Per Capita Grant Program funding from the California Department of Parks and Recreation, Office of Grants and Local Services, in the amount of \$194,216.

Attachments:

Attachment A – Resolution

Attachment B – Per Capita Grant Program Procedural Guide

RESOLUTION NO. 2021-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, APPROVING APPLICATION(S) FOR PER CAPITA GRANT
FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s).

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

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s); and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City's general or recreation plan (PRC §80063(a)); and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)); and

6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code; and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the “Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters,” dated January 12, 2017, the City will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low- income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)); and
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)); and
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

PASSED AND ADOPTED on November 2, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jerry Jones, Mayor Pro Tem

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

Procedural Guide
for the
California Drought, Water, Parks, Climate, Coastal
Protection, and Outdoor Access for All Act of 2018

PER CAPITA PROGRAM

September 2020



State of California
The Natural Resources Agency
Department of Parks and Recreation
Office of Grants and Local Services (OGALS)

"Creating Community through People, Parks, and Programs"

Send correspondence to:

Street Address for Overnight Mail:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
1416 Ninth Street, Room 918
Sacramento, CA 95814

Mailing Address:
Calif. Dept. of Parks and Recreation
Office of Grants and Local Services
P.O. Box 942896
Sacramento, CA 94296-0001

Phone: (916) 653-7423

Website: <http://www.parks.ca.gov/grants>

2018-2019 California State Budget, Chapter 29
Budget Item 3790-101-6088 (b) - \$185,000,000 shall be available for the Local
Park Rehabilitation, Creation in Urban Areas Program, consistent with subdivision
(a) of Section 80061 of the Public Resources Code.

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION



Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Community Engagement Division Mission

The mission of the Community Engagement Division is to encourage healthy communities by connecting people to parks, supporting innovative recreational opportunities, embracing diversity, fostering inclusivity, and delivering superior customer service, with integrity for the enrichment of all.

The Office of Grants and Local Services Mission

The mission of the Office of Grants and Local Services is to address California's diverse recreational, cultural and historical resource needs by developing grant programs, administering funds, offering technical assistance, building partnerships and providing leadership through quality customer service.

OGALS VISION GOALS

To Be:

- A leader among park and recreation professionals.
- Proactive in anticipating public park and recreation needs and how new legislation and grant programs could best meet these needs.
- Honest, knowledgeable and experienced grant administration facilitators.
- Sensitive to local concerns while mindful of prevailing laws, rules and regulations.
- Perceptive to opportunities for partnerships, growth and renewal where few existed before.
- Committed to providing quality customer service in every interaction and transaction.
- Responsive to the needs of applicants, grantees, nonprofit organizations, local governments, legislative members, and department employees.

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Words and terms shown in SMALL CAPS are in the definitions section.

Per Capita Program Summary

Background

This program originates from Proposition 68, placed on the ballot via Senate Bill 5 (DeLeon, Chapter 852, statutes of 2017), and approved by voters on June 5, 2018. Funds for the program were appropriated via State Budget item 3790-101-6088(b). Legislative program information is found in the Public Resources Code (PRC) beginning at §80000 (see page 51). OGALS retains the right to waive requirements not mandated by statute. Funds are provided for two programs, as described below:

General Per Capita Program: \$185,000,000

Funds are available for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients are encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors (PRC §80061(a)).

Urban County Per Capita: \$13,875,000

Additional funds are available for Per Capita grants to cities and districts in urbanized counties (*a county with a population of 500,000 or more*) providing park and recreation services within jurisdictions of 200,000 or less in population. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under the General Per Capita Program (PRC §80061(b)).

Eligible Recipients (PRC §80062)

Sixty percent (60%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$200,000.

- Cities
- Eligible Districts, other than a regional park district, regional park and open-space districts, and regional open-space districts¹

Forty percent (40%) of the General Per Capita funds are allocated to the following entities based on population. The minimum allocation is \$400,000.

- Counties
- Regional park districts, regional park and open space districts, and regional open space districts

Allocations

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

¹ For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

Eligible Projects

- PROJECTS must be capital outlay for recreational purposes, either acquisition or DEVELOPMENT. Do not submit combined acquisition and DEVELOPMENT projects, rather submit separate APPLICATION PACKETS for each PROJECT type.
- Multiple PROJECTS may be completed under one contract; each PROJECT requires a separate APPLICATION PACKET.
- A PROJECT can only have one location. One PROJECT serving several parks is not permitted.
- GRANTEES are encouraged to partner with other GRANTEES on PROJECTS (PRC §80063(b)). See page 54 for information on allocation transfers.

Match

PROJECTS not serving a "severely disadvantaged community" (median household income less than 60% of the statewide average) require a 20% match (see page 13) (PRC §80061(c)).

No Supplanting

GRANTEES must use Per Capita grant funds to supplement existing expenditures, rather than replace them (PRC §80062(d)). For example, a GRANTEE has a budget for recreational capital expenditures of \$500,000 per year, and is receiving a \$200,000 allocation under the Per Capita program. The budget cannot be reduced to \$300,000, with the Per Capita funds making up the difference.

Similarly, if a PROJECT has been approved by the governing body, and a funding source has been identified, *Per Capita funds cannot be swapped in as a new funding source unless the prior funding source is applied to other identified recreational capital projects.*

GRANTEES should keep all documents indicating intent to use Per Capita grant funds for PROJECTS.

Grant Process Overview

The GRANT PERFORMANCE PERIOD is shown on the contract. Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for deadlines and current information on each step in the process listed below.

1. **OGALS Mandatory Grant Administration Workshops** will be held statewide. All recipients are required to attend.
2. **Resolution:** GRANTEE passes one resolution approving the filing of *all* applications associated with the contract, and provides a copy to OGALS.
3. **APPLICATION PACKET(s):** The GRANTEE defines the PROJECT SCOPE(s) and amount of GRANT funds needed for each PROJECT. As PROJECTS are identified, the GRANTEE submits individual APPLICATION PACKET(s) to OGALS. OGALS reviews each APPLICATION PACKET and sends a letter of approval to the GRANTEE or requests additional information.
4. **Contract:** OGALS sends a contract to the GRANTEE once the OGALS has received and approved APPLICATION PACKET(S) equaling the total contract amount.
 - a. The contract section, beginning on page 42, includes a sample contract.
 - b. The GRANTEE must return the contract signed by the AUTHORIZED REPRESENTATIVE to OGALS.
 - c. OGALS returns a copy of the fully executed contract to the GRANTEE.
5. **Payments and end of GRANT PERFORMANCE PERIOD:** GRANTEE requests payments for eligible costs. The grant payments section, beginning on page 33, provides payment request instructions and forms.
 - a. The GRANTEE may request payments after each PROJECT is approved by OGALS.
 - b. The GRANTEE completes PROJECT SCOPE(s).
 - c. The GRANTEE sends PROJECT COMPLETION PACKET(s) to OGALS.
 - d. OGALS processes the final payment request after each PROJECT is complete as documented by the GRANTEE in the PROJECT COMPLETION PACKET, and as verified by OGALS by conducting a site inspection.
6. **Accounting and Audit:** DPR's Audits Office may conduct an audit. The GRANTEE is required to retain all PROJECT records, including source documentation with original signatures, for five years following issuance of the final GRANT payment or PROJECT termination, whichever is later. The Accounting and Audit Section, beginning on page 48, provides directions and an Audit Checklist for DPR audit and accounting requirements.

Authorizing Resolution

GRANTEE passes *one* resolution approving the filing of *all* APPLICATION PACKETS associated with the contract, and forwards a copy to OGALS.

The Authorizing Resolution on the following page may be reformatted; however, the *language provided in the resolution must remain unchanged*.

The Authorizing Resolution serves two purposes:

1. It is the means by which the GRANTEE'S Governing Body agrees to the terms of the contract; it provides confirmation that the GRANTEE has the funding to complete, operate and maintain PROJECTS associated with the contract.
2. Designates a position title to represent the Governing Body on all matters regarding PROJECTS associated with the contract. The incumbent in this position is referred to as the AUTHORIZED REPRESENTATIVE.

Resolution items 4, 5, 7, 8 and 9 are required by Proposition 68.

Complete the highlighted areas of the Authorizing Resolution (beginning on following page). The AUTHORIZED REPRESENTATIVE can delegate signatory authority to other individuals (by position title) either in entirety or for particular documents. This may be included in item 11 of the resolution, or the AUTHORIZED REPRESENTATIVE may submit a letter (on letterhead) or email to OGALS delegating authority.

Resolution Form

Resolution Number: (insert number here)

RESOLUTION OF THE (Title of Governing Body/City Council, Board of Supervisors)
OF (City, County, or District) APPROVING APPLICATION(S) FOR PER CAPITA
GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the (grantee's governing body) hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the [city/county/district] will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the (designated position, not name of person occupying position), or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the _____ day of _____, 20_____.

I, the undersigned, hereby certify that the foregoing Resolution Number _____ was duly adopted by the (grantee's governing body) following a roll call vote:

Ayes: _____

Noes: _____

Absent: _____

(Clerk)

Application Packet

- GRANTEE may submit multiple APPLICATION PACKETS.
- Separate APPLICATION PACKETS are required for each PROJECT site and/or PROJECT type.
- Provide all APPLICATION PACKET items in the order shown in the following checklist.
- Submitted documents need not contain original signatures; but the GRANTEE must keep all original signed documents.
- GRANTEES are encouraged to submit documents digitally, as .pdf files. Do not send the APPLICATION PACKET as one file. E-mail each checklist item to the PROJECT OFFICER as a separate digital file, labeled using the digital file names indicated on the application checklist.
- If submitting hard copies, number all pages of the APPLICATION PACKET.

Any costs incurred prior to finalizing the contract are at the GRANTEE'S own risk.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Application Packet Checklist

GRANTEES must complete the checklist below and submit it with the APPLICATION PACKET.
An APPLICATION PACKET is not complete unless all items on the checklist are submitted.
Each PROJECT requires its own APPLICATION PACKET.

Check if included	Check if not applicable	Application Item	Procedural Guide Page #	Check when signed by AUTHORIZED REPRESENTATIVE	Application Packet Page #
<input type="checkbox"/>		Application Packet Checklist Digital file name: checklist.pdf	Pg. 11		Pg. ____
<input type="checkbox"/>		Application Digital file name: application.pdf	Pg. 12	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Development Project Scope/Cost Estimate, or Digital file name: devscope.pdf	Pg. 19	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Acquisition Requirements Digital file names: acqscope.pdf & acqdocs.pdf	Pg. 14	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>		Funding Sources Form Digital file name: fundingsources.pdf	Pg. 20	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>		Per Capita Match Calculator Digital file name: match.pdf	Pg. 13	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	CEQA Compliance Certification Digital file name: ceqa.pdf	Pg. 21	<input type="checkbox"/>	Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Land Tenure documentation Digital file names: ownership.pdf or nonownership.pdf	Pg. 21		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Leases or Agreements Digital file name: otheragreements.pdf	Pg. 24		Pg. ____
<input type="checkbox"/>	<input type="checkbox"/>	Site Plan Digital file name: siteplan.pdf	Pg. 24		Pg. ____
	<input type="checkbox"/>	GHG Emissions Reduction Worksheet (at completion) Digital file name: emissions.pdf	Pg. 24		Pg. ____
<input type="checkbox"/>		Photos Digital file name: photos.pdf	Pg. 24		Pg. ____



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Per Capita Project Application Form

PROJECT NAME	REQUESTED GRANT AMOUNT \$
PROJECT SITE NAME and PHYSICAL ADDRESS where PROJECT is located including zip code (substitute latitude and longitude where no street address is available)	MATCH AMOUNT (if project is not serving a severely disadvantaged community) \$
	LAND TENURE (<input checked="" type="checkbox"/> all that apply) <input type="checkbox"/> Owned in fee simple by GRANTEE <input type="checkbox"/> Available (or will be available) under a () year lease or easement
NEAREST CROSS STREET	
Project Type (Check one) Acquisition <input type="checkbox"/> Development <input type="checkbox"/>	
COUNTY OF PROJECT LOCATION	
GRANTEE NAME AND MAILING ADDRESS	
AUTHORIZED REPRESENTATIVE AS SHOWN IN RESOLUTION	
Name (typed or printed) and Title	Email address Phone
GRANT CONTACT-For administration of grant (if different from AUTHORIZED REPRESENTATIVE)	
Name (typed or printed) and Title	Email address Phone
GRANT SCOPE: I represent and warrant that this APPLICATION PACKET describes the intended use of the requested GRANT to complete the items listed in the attached Development PROJECT Scope/Cost Estimate Form or acquisition documentation. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this APPLICATION PACKET, including required attachments, is accurate.	
Signature of AUTHORIZED REPRESENTATIVE as shown in Resolution Date	
Print Name:	
Title:	

Per Capita Match

PROJECTS that do not serve severely disadvantaged communities (median household income less than 60% of the statewide average) must include 20% match from the GRANTEE (PRC §80061(c)).

Costs incurred to provide match must be eligible costs. Calculate match using the [Per Capita match calculator](https://www.parksforcalifornia.org/percapita) at <https://www.parksforcalifornia.org/percapita>; submit the report with the APPLICATION PACKET.

Costs incurred to provide match must be eligible costs. State funds are not allowed for match. Eligible match sources are:

- Federal funds
- Local funds
- Private funds
- IN-HOUSE EMPLOYEE SERVICES
- Volunteer labor – must maintain time and attendance records showing actual hours worked (see <https://independentsector.org> for [volunteer hourly wage value](#))

Match and Eligible Costs

The match is 20% but grantee must show 25% in additional costs if match is required. For example:

Determining the match amount:

PROJECT amount:	\$125,000
20% match:	(\$25,000)
GRANT amount:	\$100,000

Submitting costs for reimbursement

GRANT amount:	\$100,000
25% in additional costs:	\$25,000
PROJECT amount:	\$125,000

In summary, the 20% match calculation is based on the PROJECT amount, not on the GRANT amount.

Acquisition Projects

Acquisition Rules

1. Purchase price cannot exceed the appraised value, even if the GRANTEE is willing to pay the difference.
2. Land cannot be acquired through eminent domain.
3. Associated acquisition costs, such as appraisals, escrow fees, title insurance, etc., combined must be less than 25% of the PROJECT costs.
4. A deed restriction must be recorded on the property after the acquisition is complete (see page 29).
5. Land must be open to the public for recreational purposes within three years from the date the final payment is issued by the State Controller's Office (SCO).²
6. GRANTEE must provide Title Insurance.
7. PROJECTS must be consistent with the park and recreation element of the [city/county/district's] general or recreation plan (PRC §80063(b)).
8. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).

Acquisition Grant Scope/Cost Estimate

Provide the following information on a document signed by the AUTHORIZED REPRESENTATIVE:

- A brief description, for example, "Acquisition of approximately (enter total acreage to be acquired) for the development of park by (enter date no later than three years from the date final payment is issued by the SCO)."
- Estimated total costs for land and relocation
- Estimated total costs other than the purchase price and relocation costs, such as appraisals, escrow fees, title insurance fees, deed restriction recordation costs

Acquisition Documentation

For each parcel to be acquired, submit these documents:

1. An appraisal conducted within the last twelve months
2. A separate letter from an independent third party, AG rated appraiser certified by the California Office of Real Estate Appraisers stating the appraisal was reviewed, and was completed using acceptable methods
3. County Assessor's parcel map, showing parcel number and parcel to be acquired
4. Estimated value of each parcel to be acquired with a description of how that value was determined (such as the listed price on MLS, in-house estimation, website evaluation, assessed value)
5. Acreage of each parcel to be acquired
6. A description of any encumbrances that will remain on the property, such as grazing, timber, mineral rights or easements

² Grantees will see this date on their project complete letter – "A final payment was issued by the SCO on xx/xx/20xx"

7. A brief description of the intended recreational use of the land with the estimated date by which the site will be open to the public for recreational purposes

For easement acquisitions, in addition to the requirements above, provide:

8. A copy of the proposed easement guaranteeing the authority to use the property for the purposes specified in the application.

For relocation costs, in addition to the requirements above, provide:

9. A letter signed by the AUTHORIZED REPRESENTATIVE, listing the relocation costs for each displaced tenant, certifying that the relocation amount does not exceed the maximum allowed pursuant to Government Code §7260-7277.

Eligible Acquisition Costs

- IN-HOUSE EMPLOYEE SERVICES – see accounting rules (page 48)
- GRANT/PROJECT administration and accounting
- Public meetings/focus groups/design workshop
- Appraisals, escrow fees, surveying, other costs associated with acquisition
- Cost of land

Ineligible Acquisition Costs – Cannot be charged to the grant

- Costs to fulfill any mitigation requirements imposed by law (PRC §80020)
- Acquisitions where purchase price is greater than appraised value
- Costs for land acquired through eminent domain or condemnation
- Costs incurred outside the GRANT performance period
- Development costs

Development Projects

Development Project Rules

1. PROJECTS must be consistent with the park and recreation element of the GRANTEE'S general or recreation plan (PRC §80063(b)).
2. Per Capita funds must be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)).
3. Contracted work must comply with the provisions of §1771.5 of the State Labor Code.
4. GRANTEE must have adequate liability insurance, performance bond, or other security necessary to protect the State and GRANTEE'S interest against poor workmanship, fraud, or other potential loss associated with the completion of the PROJECT.
5. PRE-CONSTRUCTION COSTS may not exceed 25% of the PROJECT amount.
6. The primary purpose of any building constructed or improved must be public recreation. For example, renovating a gymnasium that includes office space for staff is eligible; renovating GRANTEE'S office building is not.
7. PROJECTS must be accessible, including an accessible path of travel to the PROJECT.

Eligible Development Costs

All costs must be incurred within the GRANT PERFORMANCE PERIOD. Costs listed below are examples of eligible costs, and not inclusive. Contact OGALS if you have any questions regarding a PROJECT cost.

Eligible Pre-construction Costs – up to 25% of PROJECT costs; incurred prior to groundbreaking as determined by the GRANTEE

- Public meetings, focus groups, design workshops
- Plans, specifications, construction documents, and cost estimates
- Permits
- CEQA
- Bid preparation and packages
- IN-HOUSE EMPLOYEE SERVICES prior to groundbreaking
- GRANT/PROJECT administration and accounting prior to groundbreaking

Eligible Construction Costs – up to 100% of the PROJECT costs; incurred after groundbreaking.

- Construction – necessary labor and construction activities to complete the PROJECT, including site preparation (demolition, clearing and grubbing, excavation, grading), onsite implementation and construction supervision
- Equipment – Equipment use charges (rental and in-house) must be made in accordance with GRANTEE'S normal accounting practices.
- Bond and other signs
- Premiums on hazard and liability insurance to cover personnel or property
- Site preparation
- Purchase and installation of equipment: security cameras, lighting, signs, display boards, sound systems, video equipment, etc.
- Construction management: including site inspections and PROJECT administration

- Miscellaneous: other costs incurred during the construction phase, such as transporting materials, equipment, or personnel, and communications
- IN-HOUSE EMPLOYEE SERVICES after groundbreaking
- GRANT/PROJECT administration and accounting after groundbreaking

Ineligible Development Costs – Cannot be charged to the grant

- PRE-CONSTRUCTION COSTS that exceed 25% of the PROJECT costs
- Development to fulfill any mitigation requirements imposed by law (PRC §80020)
- All non-capital costs, including interpretive and recreational programming, software and software development
- Construction or improvements to facilities that are not primarily designated for recreational purposes, such as park district offices
- Construction outside the boundaries of the recreation facility
- Furniture or equipment not site specific *and* not necessary for the core function of a new facility (non-capital outlay)
- Costs incurred before or after the GRANT PERFORMANCE PERIOD
- Indirect costs – overhead business expenses of the GRANTEE'S fixed or ordinary operating costs (rent, mortgage payments, property taxes, utilities, etc.)
- Food and beverages
- Out-of-state travel
- Fundraising and grant writing
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Distinguishing capital outlay (eligible) from maintenance and repair (not eligible):

- Capital outlay – building something new, or for existing structures, activities intended to boost the condition beyond its original or current state.
- Repairs – activities performed to a section of a structure that are intended to allow the continued use.
- Maintenance – activities intended to be performed on a regular basis to maintain the expected useful life of a structure.

Examples:

Roof – replacing broken shingles is maintenance; fixing a hole is repair; replacing the roof is capital outlay.

Playground – adding additional fall material is maintenance; fixing the chains on a swing set is repair; replacing the play structures is capital outlay.

Windows – repairing the glazing is maintenance; replacing broken panes is repair; replacing the windows is capital outlay.

Accounting Rules for In-House Employee Services

GRANTEES must follow these accounting practices for services performed by its employees to be eligible for reimbursement:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are the costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.
- If planning to claim IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet for OGALS review to confirm these accounting practices are being followed.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Development Project Scope/Cost Estimate Form

GRANTEE:	PROJECT Name
----------	--------------

Development project scope (Describe the project in 30 words or less):

Project Scope Items - ☐ all that apply:

Install new	Renovate existing	Replace existing	Recreation Element
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, aquatic center, splash pad
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trails or walking paths
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Landscaping or irrigation
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Group picnic, outdoor classrooms, other gathering spaces
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Play equipment, outdoor fitness equipment
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sports fields, sports courts, court lighting
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Community center, gym, other indoor facilities
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Restroom, concession stand
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other:
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Minor elements which support one or more of the recreation elements checked above: benches, lighting, parking, signage, etc.

PRE-CONSTRUCTION (costs incurred prior to ground-breaking, such as design, permits, bid packages, CEQA); up to 25% of total PROJECT cost.	\$
Construction	\$
Total PROJECT cost	\$
Subtract GRANTEE match if not in severely disadvantaged community (20% of total PROJECT cost, see page 13)	Less match -\$
Total GRANT amount requested	\$

The GRANTEE understands that all elements listed on this form must be complete and open to the public before the final grant payment will be made.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Funding Sources Form

GRANTEE:	PROJECT Name
----------	--------------

PROJECTS funded by the program are not complete until the PROJECT SCOPE is complete, and the PROJECT is open to the public. PROJECTS will:

- Be entirely funded by the GRANT, or
- Require funds in excess of the GRANT.

If the PROJECT requires funds in excess of the GRANT, the SCOPE of the PROJECT may be either the SCOPE of the larger project, or a subset of the larger project.

For example, if the PROJECT is \$100,000 towards construction of a \$500,000 park, the SCOPE can be the \$500,000 park, or a \$100,000 element of the park, such as a playground, that can be complete and open to the public.

- ☐ The PROJECT will be entirely funded by the GRANT, or
- ☐ The PROJECT requires funds in excess of the GRANT:
- ☐ The SCOPE is the same as the scope of the larger project, or
 - ☐ The SCOPE is a subset of a larger project, the scope of that larger project is:

Larger project cost: \$

Anticipated completion date:

List all funds that will be used. Submit revised Funding Sources form should funding sources be added or modified.

Funding Source	Date Committed	Amount
Per Capita/State of California	July 1, 2018	\$
		\$
		\$

I represent and warrant that I have full authority to execute this Funding Sources Form on behalf of the GRANTEE. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned GRANT is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CEQA Compliance Certification

GRANTEE:

Project Name:

Project Address:

Is CEQA complete? ☐ Yes ☐ No Is completing CEQA a PROJECT SCOPE item? ☐ Yes ☐ No

What document was filed, or is expected to be filed for this project's CEQA analysis:

Date complete/expected to be completed

- ☐ Notice of Exemption (attach recorded copy if filed)
☐ Notice of Determination (attach recorded copy if filed)
☐ Other:

If CEQA is complete, and a Notice of Exemption or Notice of Determination was not filed, attach a letter from the Lead Agency explaining why, certifying the project has complied with CEQA and noting the date that the project was approved by the Lead Agency.

Lead Agency Contact Information	
Agency Name:	
Contact Person:	
Mailing Address:	
Phone: ()	Email:

Certification:

I hereby certify that the above referenced Lead Agency has complied or will comply with the California Environmental Quality Act (CEQA) and that the project is described in adequate and sufficient detail to allow the project's construction or acquisition.

I further certify that the CEQA analysis for this project encompasses all aspects of the work to be completed with grant funds.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

FOR OGALS USE ONLY

CEQA Document	Date Received	PO Initials
<input type="checkbox"/> NOE <input type="checkbox"/> NOD		

Land Tenure

The purpose of the land tenure requirement is to verify that the GRANTEE has sufficient legal rights to the property to fulfill the terms of the contract.

- PROJECT amounts up to \$100,000 require at least 20 years of land tenure at the site to be acquired or developed.
- PROJECT amounts greater than \$100,000 require at least 30 years of land tenure at the site to be acquired or developed.
- The 20- or 30-year land tenure requirement begins on July 1, 2018.
- The GRANTEE remains responsible for fulfillment of the terms of the contract, even if the GRANTEE'S land tenure agreement changes within the contract PERFORMANCE PERIOD.

Land Tenure Ownership Documentation

If the GRANTEE owns the PROJECT site in fee simple, provide one of the following:

- Deed or deed recordation number, or
- Title report, or
- Tract map or assessor's map with owner's name

Land Tenure Non-Ownership Documentation

If the GRANTEE does not own the PROJECT site in fee simple, provide:

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement

If the grantee does not own the project site in fee simple, and the existing land tenure agreement does not meet the requirements in the Land Tenure Checklist, provide

- Land Tenure Agreement Checklist (page 22)
- Signed land tenure agreement
- An explanation as to how the existing land tenure agreement adequately protects the State's interest. OGALS will review and determine if the land tenure is sufficient.

Land Tenure Agreement Checklist

If the GRANTEE does not own the land in fee simple, complete this checklist. Attach a copy of the signed land tenure agreement. Identify the page numbers where the required items can be found in the land tenure agreement and highlight the provisions in the agreement where the information is located. *All items are required.*

Land Tenure Checklist

GRANTEE:		PROJECT Name						
<input checked="" type="checkbox"/>	Page	Required Item						
<input type="checkbox"/>		Type of agreement: For example: lease, joint powers agreement, easement, memorandum of understanding, etc. _____						
<input type="checkbox"/>		Parties to the agreement (land owner must be public agency or utility) and date signed: <table border="0"> <tr> <td>Party</td> <td>Date Signed</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> </table>	Party	Date Signed	_____	_____	_____	_____
Party	Date Signed							
_____	_____							
_____	_____							
<input type="checkbox"/>		Term of the agreement: _____ years						
<input type="checkbox"/>		Agreement end date: _____ <ul style="list-style-type: none"> • Grant amounts up to \$100,000 require at least 20 years of land tenure. • Grant amounts above \$100,000 require at least 30 years of land tenure. • The land tenure requirement begins on July 1, 2018. 						
<input type="checkbox"/>		Renewal option: Must include an option, which can be non-binding, for the GRANTEE to renew the agreement beyond the original 20 or 30 year term.						
<input type="checkbox"/>		Termination clause: Any of the following is acceptable: <ul style="list-style-type: none"> • No termination clause – the agreement is non-revocable. • Termination clause specifies the agreement is revocable only for cause. • The termination clause cannot allow the land owner to revoke the agreement without cause, i.e., at will. 						
<input type="checkbox"/>		Site Control, Roles and Responsibilities should the GRANT be awarded, the agreement: <ul style="list-style-type: none"> • Authorizes the GRANTEE to <i>proceed with the construction</i> PROJECT. The GRANTEE may delegate construction to other entities. • Establishes <i>when the general public can use</i> the PROJECT and gives GRANTEE <i>permission to operate</i> the PROJECT site (such as scheduling recreational programs). The GRANTEE may delegate operational roles to other entities but is bound through the contract provisions to ensure full public access for the duration of the land tenure period. • Identifies which entity will <i>maintain</i> the PROJECT site. The GRANTEE may delegate maintenance to other entities but is bound through the contract provisions to ensure maintenance of the PROJECT site for the duration of the land tenure period. 						

Site Plan

Provide a drawing showing where all the items listed in the project scope/Cost Estimate Form will be located. To ensure that any building use meets the requirements of the program, include the function and approximate square footage of each room within buildings that are part of the scope, and the approximate total square footage of the buildings. It does not need to be a detailed engineering rendering.

Sub-leases or Agreements

Provide a list of all *other* leases, agreements, memoranda of understanding, etc., affecting PROJECT property or its operation and maintenance.

Photos

Provide photos that will establish a "before" comparison for the site to be improved.

Greenhouse Gas Emissions Reduction and Carbon Sequestration.³

If your PROJECT involves tree planting, follow the instructions below and submit with the PROJECT COMPLETION PACKET.

Before getting started, gather the following PROJECT information:

- Tree species
- Size of trees at planting
- Information on the distance and direction to the nearest building (if applicable)
- Information on the age and climate control of any nearby buildings (if applicable)
- Information about the tree's growing conditions

Getting started:

1. Navigate to the [i-Tree site](https://planting.itreetools.org) at <https://planting.itreetools.org> and select the tab for a new project.
2. On the Location map, select your state, county and city, and then click Next.
3. Configure the project parameters⁴:
 - "Electricity emissions factor" enter 285 and select kilograms
 - "Fuel emissions factor" enter 53.1 and select kilograms
 - "Years for the project" is the age of the trees 40 years from when they are planted. So, if the trees will be four years old at the time of planting, enter 44.
 - "Tree mortality" enter 0
4. Tree Planting Configurations
 - Enter the tree groups for the project; create a new group for each new species or for each new location.
 - Species – select the species; add multiple species by creating new groups.

³PRC §80001(b)(7)

⁴ Project parameters are from the California Air Resources Board's "Quantification Methodology for the California Natural Resources Agency Urban Greening Grant Program."

- DBH – tree diameter four feet above the ground at time of planting.
- Distance to nearest tree – select from drop down menu
- Tree is (north, south, east or west) of Building – select the direction the tree is located to the nearest climate-controlled building.
- Climate controls – select the type of climate controls the nearby building has installed. If a tree is more than 60 feet away from a climate-controlled building, select "none."
- Condition – select the overall health of the trees at the time of planting.
- Exposure to sunlight – select the amount of sun that reaches the tree, based on its surroundings.
- Number of trees – enter the number of trees that are the same species and the same characteristics (e.g. distance to building, location in respect to building, exposure to sunlight, etc.) If some of these characteristics change, multiple lines of the same species should be input into the tool.

Once all the groups are entered, click **next**

5. Print the report in landscape mode, and submit it to OGALS.

Special Requirements

- Status Reports (page 26)
- Bond Act Sign (page 28)
- Deed Restriction (page 29)

Status Report

OGALS will send a Status Report every six months until receipt of a PROJECT COMPLETION PACKET. Payment requests will not be processed if Status Reports are overdue. See sample on following page.

Sample Status Report – Due xx/xx/20xx (30 days from mail date)

Grantee:

Project Number:

Project Name:

Project Scope:

Project Phase: ☐ Pre-Construction/Pre-Acquisition ☐ Acquisition and/or Construction

When will you submit your next payment request? For how much?

Estimated date of project completion:

Potential obstacles affecting completion:

Is the project: On Time? yes/no Within Budget? yes/no Within Scope? yes/no If no, explain:

Describe grant-funded work completed since last status report submitted on (DATE):

Are CCC or certified local corps working on this project? Yes/No

Provide photos showing work completed since (DATE)

Describe grant-funded work expected to be completed by (MailDate + 6 mos)

If there have been any changes to the proposed funding for this project, attach a revised Funding Sources Form.

Provide information on payments to be submitted over the next three years:

Between 7/1/20 and 6/30/21	Between 7/1/21 and 12/31/21	Between 1/1/22 and 6/30/22	Between 7/1/22 and 12/30/22	Between 1/1/23 and 6/30/23	Between 7/1/23 and 12/30/23	After 1/1/24
\$	\$	\$	\$	\$	\$	\$

The purpose of this data is to help the State estimate borrowing needs; you will not be held to these estimates.

I represent and warrant that I have full authority to execute this Grant Progress Status Report on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this status report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.

AUTHORIZED REPRESENTATIVE Signature_____
Date_____
Print Name and Title

(*Certification to above information requires a signature by a person authorized in the resolution)

Bond Act Sign

A sign acknowledging the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 as the funding source for the project must be installed during construction and at completion (PRC §80001(b)(3)). If appropriate, the same sign can be used during construction and completion.

Sign requirements

The sign must be available during construction, at the final inspection of the PROJECT, and remain in place for a minimum of four (4) years from date of PROJECT completion. There is no minimum or maximum size other than the minimum size for the logo, as long as the sign contains the required wording.

Sign Language

All signs must contain the following language:

GAVIN NEWSOM, GOVERNOR

Wade Crowfoot, Secretary for Natural Resources

Armando Quintero, Director, California Department of Parks and Recreation

Use the names of the current officials. The name of the director of the local agency or other governing body may be added. The sign may also include names (and/or logos) of other partners, organizations, individuals and elected representatives.

Logo

All signs must display the Parks and Water Bond Act logo (shown on the cover of this guide). Display the logo to maximize visibility and durability. [Download the logo](http://resources.ca.gov/grants/logo-art/) at <http://resources.ca.gov/grants/logo-art/>. The logo must measure a minimum of 24" tall. Exceptions may be approved, when appropriate, at OGALS' discretion.

Sign Construction

All materials used shall be durable and resistant to the elements and graffiti.

Sign Cost

The cost of the sign(s) is an eligible PROJECT cost. Permanent signage is encouraged.

Appropriateness of Signs

For projects where the required sign may be out of place or affected by local sign ordinances, OGALS may authorize a sign that is more appropriate to the project.

State Approval

GRANTEE shall submit the proposed number, locations, size, and language of signs for preliminary review. Final payments will not be processed until post completion signage has been approved and installed.

Deed Restriction

The Deed Restriction restricts the title to the property, safeguarding the property for purposes consistent with the GRANT for the duration of the CONTRACT PERFORMANCE PERIOD.

If the GRANTEE owns the PROJECT land, a Deed Restriction must be recorded on the title to the property before OGALS will approve any grant payments. If the GRANTEE is acquiring land, a deed restriction is required before the PROJECT is complete.

A Deed Restriction *is not required* if the GRANTEE does not own the PROJECT land, such as where the GRANTEE is improving property it has access to under a lease agreement.

Deed Restriction Instructions

1. The GRANTEE must own the PROJECT land and have an encumbered contract for the GRANT amount.
2. The PROJECT OFFICER will send the Deed Restriction to the GRANTEE. *Do not alter the Deed Restriction.* The GRANTEE takes the following steps:
 1. Add ownership information to Paragraph 1 of the Deed Restriction: [formal name of GRANTEE] *Insert ownership information as it appears on the deed.*
 2. Create 3 copies (GRANTEE copy, OGALS copy and recorder's copy) of the Deed restriction and the required attachments:
 - (1) Exhibit A: Label this attachment "Exhibit A (Legal Description of Property)." Include a formal legal description of every parcel of property to which grant funds will be used for the development and/or acquisition thereof. This information can be obtained from the grant deed or title policy. (The assessor's parcel number or a street address is NOT a valid legal description.) and,
 - (2) Exhibit B: Label this attachment "Exhibit B (Grant Contract)" and include a complete copy of the Grant Contract and provisions signed by the AUTHORIZED REPRESENTATIVE and the State of California.
3. *Notarize it*: Take the following documents to a notary. OGALS recommends submitting these documents to the OGALS PROJECT OFFICER for review prior to notarizing.
 - Unsigned and undated Deed Restriction
 - Exhibit A (Legal Description of Property)
 - Exhibit B (Grant Contract)The AUTHORIZED REPRESENTATIVE dates and signs the Deed Restriction signature page in the presence of a notary. The notary will complete a Notary Acknowledgement (Civil Code §1189).
4. *Record it*: Take the notarized documents bulleted above to the County Recorder's Office of the county in which the property is located. Ask the County Clerk to record the Deed Restriction with Notary Acknowledgement, Exhibit A, and Exhibit B, on the title to the property.
5. *Send it*: Send a copy of the notarized and recorded documents bulleted above to the OGALS PROJECT OFFICER.

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: [Project Officer]

DEED RESTRICTION

I. WHEREAS, insert ownership information as it appears on the deed (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) received an allocation of grant funds pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program for improvements on the Property; and

IV. WHEREAS, on (enter date), DPR's Office of Grants and Local Services conditionally approved Grant [project number], (hereinafter referred to as "Grant") for improvements on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the Per Capita Program and the funds that are the subject of the Grant could therefore not have been allocated; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction requirement of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 20xx to June 30, 20xx (20 years) or June 30, 20xx (30 years).

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to

enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding such breach, or any subsequent breach.

SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Business Name (if property is owned by a business):

Additional signature, if required Date

Print Name and Title

Grant Payments

Payments may be requested after a PROJECT is approved and the contract is encumbered. Payment requests are processed through the State Controller's Office and mailed to the GRANTEE approximately six to eight weeks from the date OGALS approves the request.

Payment Rules

1. A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
2. Payment requests prior to groundbreaking are limited to 25% of the PROJECT amount.
3. Payments before the final payment may not exceed 80% of the PROJECT amount. 20% of the PROJECT amount is retained for the final reimbursement.
4. A deed restriction is required prior to processing any reimbursement payments except an acquisition ADVANCE.
5. Group costs together to avoid frequent payment requests. Reimbursement requests greater than \$10,000 are encouraged.
6. For PROJECTS where match is required, GRANTEES must show eligible costs equal to 125% of the requested reimbursement amount (see page 13).
7. Complete CEQA prior to requesting any construction reimbursement.
8. Provide a sample timesheet to the PROJECT OFFICER *prior to* incurring any IN-HOUSE EMPLOYEE SERVICES costs, and if claiming IN-HOUSE EMPLOYEE SERVICES costs, provide a sample timesheet with each reimbursement payment request.
9. Provide a summary list of bidders, recommendation by reviewer of bidders, awarding by governing body and contract agreement to the PROJECT OFFICER *prior to requesting reimbursement* for costs on contracts requiring a bid process.
10. Provide construction progress photos, including a photo with the construction sign visible on the PROJECT site (see page 28), with all construction payment requests.
11. OGALS may withhold payment if the GRANTEE has outstanding issues, such as:
 - breach of any other contract with OGALS
 - an unresolved audit exception
 - an outstanding conversion
 - park sites closed or inadequately maintained
 - overdue Project Status Reports
 - other unmet grant requirements

Payment Request Form Instructions

- All payment request types (reimbursement, final, ADVANCE) require this form.
- Payment requests may be submitted by e-mail to the PROJECT OFFICER.
- Round all amounts to the nearest whole dollar.
- A Grant Expenditure Form (see page 35) is required with all reimbursement and final payment requests.
- Complete the Payment Request Form as follows:
 1. PROJECT Number - Number assigned by OGALS when this PROJECT was approved.
 2. Contract Number - As shown in Certification of Funding section of the contract
 3. APPLICANT - GRANTEE name as shown on the contract
 4. PROJECT Title - Name of the PROJECT as shown in the Application
 5. Type of Payment – check appropriate box on form
 6. Payment Information – always round to the nearest dollar.
 7. Send Warrant To - AGENCY name, address and contact person
 8. Signature of AUTHORIZED REPRESENTATIVE according to the Resolution

Payment Request Form

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

PAYMENT REQUEST
State Grant Programs

See Instructions on Page 2.

1. PROJECT NUMBER		2. CONTRACT NUMBER	
3. APPLICANT			
4. PROJECT NAME			
5. TYPE OF PAYMENT <input type="checkbox"/> Advance <input type="checkbox"/> Reimbursement <input type="checkbox"/> Final			
6. PAYMENT INFORMATION (Round all figures to the nearest dollar)			
a. Grant Project Amount		\$	
b. Funds Received To Date		\$	
c. Available (a. minus b.)		\$	
d. Amount Of This Request		\$	
e. Remaining Funds After This Payment (c. minus d.)		\$	
7. SEND WARRANT TO:			
AGENCY NAME			
STREET ADDRESS			
CITY/STATE/ZIP CODE			
8. CERTIFICATION AND SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION <i>I represent and warrant that I have full authority to execute this payment request on behalf of the Grantee. I declare under penalty of perjury, under the laws of the State of California, that this report, and any accompanying documents, for the above-mentioned Grant is true and correct to the best of my knowledge.</i>			
SIGNATURE OF PERSON AUTHORIZED IN RESOLUTION		TITLE	DATE
▶			
FOR CALIFORNIA DEPARTMENT OF PARKS AND RECREATION USE ONLY			
PAYMENT APPROVAL SIGNATURE		DATE	
▶			

DPH 212 (Rev. 3/2015) (Encl 3/2015) (Page 1 of 2)

Grant Expenditure Form

All payment requests require a summary of costs incurred. An electronic version of the [grant expenditure form](http://www.parks.ca.gov/grants) is available at www.parks.ca.gov/grants. GRANTEES may use their own spreadsheet if it contains the required information shown below. Keep copies of invoices or warrants with the PROJECT records, available to OGALS on request. Only provide the following information to OGALS:

PROJECT Number:

Warrant/ Check #(1)	Date(2)	Recipient(3)	Purpose(4)	Pre-Construction Amount(5)	Construction Amount(6)
------------------------	---------	--------------	------------	-------------------------------	---------------------------

PRE-CONSTRUCTION Subtotal (5)	\$
Construction Subtotal (6)	\$
Grand Total (5) + (6)	\$

List only ELIGIBLE COSTS charged to the GRANT.

Column (1) Electronic payment numbers/electronic funds transfer numbers in the "Warrant/Check Number" column are acceptable. Include an "EP" next to the electronic payment numbers/electronic funds transfer numbers.

If IN-HOUSE EMPLOYEE SERVICES or GRANTEE'S own equipment was used, a work order or other tracking number can be used instead of a check/warrant number.

Column (2) Date payment was made to recipient. If IN-HOUSE EMPLOYEE SERVICES were used, provide the date range with a summary of actual hours worked, and a sample timesheet.

Column (3) Name of Contractor, IN-HOUSE EMPLOYEE SERVICES, or other entity providing services and/or materials.

Column (4) SCOPE item related to the expenditure and a brief description, such as "playground design," "community center permits," "walkway materials," "sports field construction."

Column (5) PRE-CONSTRUCTION costs eligible for up to 25% of the GRANT.

Column (6) DEVELOPMENT costs eligible for up to 100% of GRANT.

Project Completion Packet

PROJECT COMPLETION PACKETS must be submitted by March 31st of the year the contract expires.

GRANTEES are encouraged to submit documents digitally, as .pdf files. E-mail the documents to the PROJECT OFFICER as separate digital files, labeled as the document item. GRANTEES should follow up with PROJECT OFFICER to confirm documents were received.

The final payment (not less than 20% of the PROJECT amount) will be processed after PROJECT COMPLETION and the following occurs:

1. Approval of the PROJECT COMPLETION PACKET (page 37).
2. Site inspection by the PROJECT OFFICER to verify PROJECT COMPLETION.

To request the final payment and complete the PROJECT, the GRANTEE must submit the following documents:

1. Payment Request Form (page 35)
2. Grant Expenditure Form (page 35)
3. Final Funding Sources Form (page 20)
4. GHG Emissions Reduction Worksheet (page 24)
5. PROJECT COMPLETION Certification Form (page 38)
6. Photo of the bond act sign and location (page 28)
7. Recorded Deed Restriction, if not already provided (page 29)
8. Completed CEQA, if not already provided (page 21)
9. Notice of Completion (optional)⁵
10. Audit checklist with items checked that GRANTEE will retain for five years following receipt of final payment (page 50)

For acquisition PROJECTS, the GRANTEE must submit these additional documents:

1. A copy of the recorded deed to the property
2. A map sufficient to verify the description of the property including parcel numbers and acreage
3. Copy of title insurance policy
4. Copy of title report

⁵ OGALS recommends that the GRANTEE file a Notice of Completion with the County Recorder pursuant to State of California Civil Code §3093. Filing the Notice of Completion is not a PROJECT COMPLETION requirement.



State of California – The Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

Project Completion Certification Form

Grantee:

Project Number:

Grantee contact for audit purposes

Name:

Address:

Phone: ()

Email:

Project completion – list the grant scope items:

Provide revised Funding Sources Form

Interest earned on advanced funds: \$

Interest spent on eligible costs: \$

Was a Notice of Completion filed with the County Recorder or other appropriate entity?
Yes / No

Certification:

I hereby certify that all Grant funds were expended on the above-named Project and that the Project is complete and we have made final payment for all work done.

I have read California Penal Code §118 and understand that every person who testifies, declares, deposes, or certifies under penalty of perjury and willfully states as true any material matter which he or she knows to be false, is guilty of perjury, which is a felony punishable by imprisonment in state prison for two, three, or four years.

Furthermore, I have read California Penal Code §72 and understand that every person who, with the intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, city, or District board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony-misdemeanor punishable either by imprisonment in county jail for a period of not more than one year, by a fine not exceeding one thousand dollars, or both, or by imprisonment in state prison, by a fine not exceeding ten thousand dollars, or both.

I represent and warrant that I have full authority to execute this Project Completion Certification on behalf of the Grantee. I declare under penalty of perjury that the foregoing certification of Project Completion for the above-mentioned Grant is true and correct.

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

Advance Payments

- OGALS reserves the right to disapprove ADVANCE payment requests.
- Past performance, GRANTEE capacity, and the GRANTEE's financial resources will all be considered before issuing an ADVANCE.
- *GRANTEES that are unable to finance a considerable portion of their PROJECTS are encouraged to seek an allocation transfer (page 54).*
- ADVANCE payments may be requested for costs the GRANTEE will incur within the next six months.
- ADVANCE funds must be placed in an interest-bearing account. Any interest earned on those funds *must* be spent within six months of receipt.
- The sum of DEVELOPMENT ADVANCES cannot exceed 50% of the PROJECT amount.

Pre-Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	Preconstruction estimate shown on Development Project SCOPE/Cost Estimate Form	After the contract has been encumbered	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Construction Advance

Payment Type	Maximum Request	When to Request	Documents to Send to PROJECT OFFICER
Costs to be incurred in next six months	No more than 50% of the grant amount.	After the contract has been encumbered, and construction will commence during the next six months	<ul style="list-style-type: none"> • Payment Request Form • ADVANCE justification (see below) • Bid documents (see page 33, number 9) • Copy of signed contract and a notice to proceed or IN-HOUSE EMPLOYEE SERVICES schedule • Filed NOD or NOE (page Error! Bookmark not defined.) • Sample timesheet if funds will be spent on IN-HOUSE EMPLOYEE SERVICES

Advance Justification

Provide the following information:

- Explanation as to why an ADVANCE is needed instead of a reimbursement. Describe any hardships the GRANTEE will experience if a reimbursement were issued instead of an ADVANCE.
- A payment schedule, with a month-by-month estimate, for up to six months, showing the anticipated amount needed, and to whom the funds will be paid (IN-HOUSE EMPLOYEE SERVICES or name of contractor). The six-month period should begin six to eight weeks after payment request is submitted.

- A funding plan, indicating how the GRANTEE intends to provide cash flow to the percentage of the PROJECT exceeding the 50% ADVANCE limit.
- A statement indicating the GRANTEE will put the advanced funds into a separate, interest bearing account, and spend any interest earned on the PROJECT.
- An acknowledgement that all invoices and contracts pursuant to which payments are made shall be made available to OGALS on demand.

Clearing the Advance

ADVANCES must be cleared with six months of receipt, or earlier. ADVANCES should be cleared incrementally, that is, as costs are incurred.

An ADVANCE is cleared as follows:

- Submit a grant expenditure form (see page 35) documenting expenditures of eligible costs equal to the ADVANCE amount *plus any earned interest* (or 125% of the ADVANCE amount if match is required).
- Submit photos of construction completed and the construction sign (see page 28) with the ADVANCE funds (for construction ADVANCES).
- Return the balance of unspent GRANT funds to OGALS no later than thirty days after the end of the six-month ADVANCE period.
- OGALS will then return the GRANT funds to the contract balance. OGALS cannot return interest to the contract balance.

Subsequent Payments

ADVANCE payments must be cleared before *any* payments will be approved.

This requirement may be waived in cases where a PROJECT requires timely payments to contractors, and the remaining balance of unspent ADVANCED funds cannot cover the next PROJECT payment. The following are required to request a waiver:

1. A letter to the PROJECT OFFICER, signed by the AUTHORIZED REPRESENTATIVE, explaining why the waiver is needed.
2. A statement in the letter that the majority of ADVANCED funds has been cleared.
3. A payment schedule with month by month estimates detailing the anticipated amount needed including the unspent balance of previously ADVANCED funds, along with the additional requested reimbursement or ADVANCE.

Acquisition Advance into Escrow

Payment Type	When to Request	Documents to Send
ADVANCES up to 100% of the GRANT and MATCH amounts	After the contract is encumbered and escrow is open	See following instructions 1. Escrow letter 2. Title report cover page 3. Payment request form

The following items are required to request an ADVANCE payment into escrow:

1. A letter on the GRANTEE's letterhead, addressing all of the following elements, and signed by the GRANTEE's AUTHORIZED REPRESENTATIVE:

- a) Name, address and telephone number of the title company or escrow holder, and the escrow account number to which the GRANT funds will be disbursed.
 - b) Copy of the property appraisal and written concurrence (page 14).
 - c) GRANT contract number and amount of GRANT funds requested.
 - d) A statement by the GRANTEE that "the preliminary title report shows that there are no liens, easements, or any other restrictions that would prevent completion of the PROJECT SCOPE and fulfillment of the contract provisions."
 - e) A statement by the GRANTEE that "all funds (exclusive of the GRANT funds to be provided under this agreement) needed for the completion of the acquisition of the property or properties have been secured and have been or will be deposited to escrow on or about the same date as the requested GRANT funds." In making this statement, the GRANTEE is entitled to reasonably rely on the representations of the seller.
2. Cover page of the preliminary title report.
 3. Payment Request Form. The "Send Warrant To" item 7 on the Payment Request Form must be completed using the title company's or escrow holder's name, mailing address, and contact person (see page 35).

After approval by OGALS, the payment will be mailed by the State Controller's Office to the designated escrow company within approximately 30 working days.

Returning Unexpended Advanced Funds for Acquisition

If all or a portion of GRANT funds ADVANCED to the title or escrow company are not expended, the unused portion of the ADVANCED funds must be returned to OGALS within 60 days after completion of the acquisitions), within 60 days of the acquisition withdrawal, or within 60 days after the end of the GRANT PERFORMANCE PERIOD, *whichever is earliest*.

Per Capita Contract



State of California – The Natural Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
Sample Grant Contract
Per Capita Grant Program

GRANTEE: Grantee Name

GRANT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 1, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this contract (CONTRACT), and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Total State grant amount not to exceed \$ [GRANT amount]

GRANTEE

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

STATE OF CALIFORNIA
 DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature

Date

Print Name and Title

CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
AMOUNT OF ESTIMATE \$		CONTRACT NUMBER	FUND	
ADJ. INCREASING ENCUMBRANCE \$		APPROPRIATION		
ADJ. DECREASING ENCUMBRANCE \$		ITEM VENDOR NUMBER		
UNENCUMBERED BALANCE \$		LINE ITEM ALLOTMENT	CHAPTER	STATUTE FISCAL YEAR
T.B.A. NO.	B.R. NO.	INDEX	Funding Source	OBJ. EXPEND
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
SIGNATURE OF ACCOUNTING OFFICER			DATE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and [grantee name] (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$grant amount, subject to the terms and conditions of this CONTRACT and the 20xx/xx California State Budget, Chapter xx, statutes of 20xx, Item number – 3790-xxx-xxxx (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 1, 20xx to June 30, 20xx.

II. GENERAL PROVISIONS**A. Definitions**

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the act, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after

STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, §21000, et seq., Title 14, California Code of Regulations, §15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Procedural Guide

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.
2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
 4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
 5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.
- H. Financial Records**
1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.
The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
 3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
 4. The GRANTEE shall use a generally accepted accounting system.
- I. Use of Facilities**
1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
 2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
 3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.

4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.
 5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
 6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.
- J. Nondiscrimination**
1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
 2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
 3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.
- K. Severability**
- If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.
- L. Liability**
1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
 2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE's and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.
- M. Assignability**
- Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

N. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

O. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

GRANTEE

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

AUTHORIZED REPRESENTATIVE Signature Date

Print Name and Title

Accounting and Audits

Accounting Requirements

GRANTEES must use accounting practices that:

- Provide accounting data that clearly records costs incurred on the PROJECT and accurately reflects fiscal transactions, with the necessary controls and safeguards.
- Provide good audit trails, especially the source documents (purchase orders, receipts, progress payments, invoices, timecards, cancelled warrants, warrant numbers, etc.) specific to the PROJECT.

Accounting Rules for Employee Services (IN-HOUSE EMPLOYEESERVICES)

GRANTEES must follow these accounting practices for employee services:

- Maintain time and attendance records as charges are incurred, identifying the employee through a name or other tracking system, and that employee's actual time spent on the PROJECT.
- Time estimates, including percentages, for work performed on the PROJECT are not acceptable.
- Time sheets that do not identify the specific employee's time spent on the PROJECT are not acceptable.
- Costs of the salaries and wages must be calculated according to the GRANTEE'S wage and salary scales, and may include benefit costs such as vacation, health insurance, pension contributions and workers' compensation.
- Overtime costs may be allowed under the GRANTEE'S established policy, provided that the regular work time was devoted to the same PROJECT.
- May not include overhead or cost allocation. These are costs generally associated with supporting an employee, such as rent, personnel support, IT, utilities, etc.

State Audit

Grants are subject to audit by DPR. All PROJECT records must be retained for five years after final payment was issued, or PROJECT terminated, whichever is later.

The GRANTEE must provide the following when an audit date and time has been confirmed by DPR:

- All PROJECT records, including the source documents and cancelled warrants, books, papers, accounts, time sheets, or other records listed in the Audit Checklist or requested by DPR.
- An employee having knowledge of the PROJECT and its records to assist the DPR auditor.

Record Keeping Recommendation

GRANTEES are encouraged to keep records of all eligible costs, including those not submitted to OGALS for payment. This provides a potential source of additional eligible costs, should any submitted expenses be deemed ineligible.

Contact the DPR Audits Office at (916) 657-0370 for questions about these requirements.

Audit Checklist

An audit of the PROJECT may be performed before or following PROJECT completion. The GRANTEE must retain and make available all PROJECT related records for five years following PROJECT termination or final payment of GRANT funds. Listed below are some of the items the auditor will examine during the review of your records as applicable. It is the responsibility of the GRANTEE to have these records available in a central location ready for review once an audit date and time has been confirmed. If you have any questions regarding these documents, contact the State Department of Parks and Recreation Audits Office at (916) 657-0370.

CONTRACTS

- ☐ Summary list of bidders (including individual bid packages)
- ☐ Recommendation by reviewer of bids
- ☐ Award by governing body (minutes of the meeting/resolution)
- ☐ Construction contract agreement
- ☐ Contract bonds (bid, performance, payment)
- ☐ Contract change orders
- ☐ Contractor's progress billings
- ☐ Payments to contractor (cancelled checks/warrants, bank statements, EFT receipts**)
- ☐ Stop Notices (filed by sub-contractors and release if applicable)
- ☐ Liquidated damages (claimed against the contractor)
- ☐ Notice of completion (recorded)

IN-HOUSE EMPLOYEE SERVICES*

- ☐ Authorization/work order identifying project
- ☐ Daily time sheets signed by employee and supervisor
- ☐ Hourly rate (salary schedules/payroll register)
- ☐ Fringe benefits (provide breakdown)

IN-HOUSE EQUIPMENT*

- ☐ Authorization/work order
- ☐ Daily time records identifying the project site
- ☐ Hourly rate related backup documents

MINOR CONTRACTS/ MATERIALS/ SERVICES/EQUIPMENT RENTALS

- ☐ Purchase orders/Contracts/Service Agreements
- ☐ Invoices
- ☐ Payments (cancelled checks/ warrants, bank statements and EFT receipts **)

ACQUISITION

- ☐ Appraisal Report
 - ☐ Did the owner accompany the appraiser?
 - ☐ 10 year history
- ☐ Statement of just compensation (signed by seller)
- ☐ Statement of difference (if purchased above appraisal)
- ☐ Waiver of just compensation (if purchased below appraisal: signed by seller)
- ☐ Final Escrow Closing Statement
- ☐ Cancelled checks/warrants, bank statements and EFT receipts, [payment(s) to seller(s)]
- ☐ GRANT deed (vested to the participant) or final order of condemnation
- ☐ Title insurance policy (issued to participant)
- ☐ Relocation documents
- ☐ Income (rental, grazing, sale of improvements, etc.)

INTEREST

- ☐ Schedule of interest earned on State funds advanced (Interest on grant advances is accountable, even if commingled in a pooled fund account and/or interest was never allocated back to the grant fund.)

AGREEMENT/CONTRACTS

- ☐ Leases, agreements, etc., pertaining to developed/acquired property
- ☐ Proof of insurance pertaining to developed/acquired property

** Estimated time expended on the projects is not acceptable. Actual time records and all supporting documentation must be maintained as charges are incurred and made available for verification at the time of audit.*

*** Front and back if copied.*

References

Public Resources Code relating to the Proposition 68 Per Capita program

80000.

This division shall be known, and may be cited, as the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.

80001.

(b) It is the intent of the people of California that all of the following shall occur in the implementation of this division:

- (3) To the extent practicable, a project that receives moneys pursuant to this division will include signage informing the public that the project received funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018.
- (5) To the extent practicable, a project that receives moneys pursuant to this division will provide workforce education and training, contractor, and job opportunities for disadvantaged communities.
- (7) To the extent practicable, administering entities should measure or require measurement of greenhouse gas emissions reductions and carbon sequestrations associated with projects that receive moneys pursuant to this division.
- (8) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the public agencies that receive funds pursuant to this division will consider a range of actions that include, but are not limited to, the following:
 - (A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to increase awareness within those communities and the public generally about specific programs and opportunities.
 - (B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.
 - (C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.
 - (D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.
 - (E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.
 - (F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.
 - (G) Identifying possible staff liaisons to diverse populations.

80002.

(d) "Department" means the Department of Parks and Recreation.

(n) "Severely disadvantaged community" means a community with a median household income less than 60 percent of the statewide average.

80020.

Moneys allocated pursuant to this division shall not be used to fulfill any mitigation requirements imposed by law.

CHAPTER 3.**80060.**

For purposes of this chapter, "district" means any regional park district, regional park and open-space district, or regional open-space district formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5, any recreation and park district formed pursuant to Chapter 4 (commencing with §5780) of Division 5, or any authority formed pursuant to Division 26 (commencing with §35100). With respect to any community or unincorporated region that is not included within a district, and in which no city or county provides parks or recreational areas or facilities, "district" also means any other entity, including, but not limited to, a district operating multiple-use parklands pursuant to Division 20 (commencing with §71000) of the Water Code.

80061.

- (a) The sum of two hundred million dollars (\$200,000,000) shall be available to the department, upon appropriation by the Legislature, for local park rehabilitation, creation, and improvement grants to local governments on a per capita basis. Grant recipients shall be encouraged to utilize awards to rehabilitate existing infrastructure and to address deficiencies in neighborhoods lacking access to the outdoors.
- (b) The sum of fifteen million dollars (\$15,000,000) shall be available to the department, upon appropriation by the Legislature, for grants to cities and districts in urbanized counties providing park and recreation services within jurisdictions of 200,000 or less in population. For purposes of this subdivision, "urbanized county" means a county with a population of 500,000 or more. An entity eligible to receive funds under this subdivision shall also be eligible to receive funds available under subdivision (a).
- (c) Unless the project has been identified as serving a severely disadvantaged community, an entity that receives an award pursuant to this section shall be required to provide a match of 20 percent as a local share.

80062.

- (a)(1) The department shall allocate 60 percent of the funds available pursuant to subdivision (a) of Section 80061 to cities and districts, other than a regional park district, regional park and open-space district, open-space authority, or regional open-space district. Each city's and district's allocation shall be in the same ratio as the city's or district's population is to the combined total of the state's population that is included in incorporated and unincorporated areas within the county, except that each city or district shall be entitled to a minimum allocation of two hundred thousand dollars (\$200,000). If the boundary of a city overlaps the boundary of a district, the population in the overlapping area shall be attributed to each jurisdiction in proportion to the extent to which each operates and manages parks and recreational areas and facilities for that population. If the boundary of a city overlaps the boundary of a district, and in the area of overlap the city does not operate and manage parks and recreational areas and facilities, all grant funds for that area shall be allocated to the district.

- (2) On or before April 1, 2020, a city and a district that are subject to paragraph (1), and whose boundaries overlap, shall collaboratively develop and submit to the department a specific plan for allocating the grant funds in accordance with the formula specified in paragraph (1). If, by that date, the plan has not been developed and submitted to the department, the director shall determine the allocation of the grant funds between the affected jurisdictions.
 - (b)(1) The department shall allocate 40 percent of the funds available pursuant to subdivision (a) of §80061 to counties and regional park districts, regional park and open-space districts, open-space authorities formed pursuant to Division 26 (commencing with §35100), and regional open-space districts formed pursuant to Article 3 (commencing with §5500) of Chapter 3 of Division 5.
 - (2) Each county's allocation under paragraph (1) shall be in the same ratio that the county's population is to the total state population, except that each county shall be entitled to a minimum allocation of four hundred thousand dollars (\$400,000).
 - (3) In any county that embraces all or part of the territory of a regional park district, regional park and open-space district, open-space authority, or regional open-space district, and whose board of directors is not the county board of supervisors, the amount allocated to the county shall be apportioned between that district and the county in proportion to the population of the county that is included within the territory of the district and the population of the county that is outside the territory of the district.
 - (c) For the purpose of making the calculations required by this section, population shall be determined by the department, in cooperation with the Department of Finance, on the basis of the most recent verifiable census data and other verifiable population data that the department may require to be furnished by the applicant city, county, or district.
 - (d) The Legislature intends all recipients of funds pursuant to subdivision (a) of §80061 to use those funds to supplement local revenues in existence on the effective date of the act adding this division. To receive an allocation pursuant to subdivision (a) of §80061, the recipient shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. For purposes of this subdivision, the Controller may request fiscal data from recipients for the preceding three fiscal years. Each recipient shall furnish the data to the Controller no later than 120 days after receiving the request from the Controller.
- 80063.
- (a) The director of the department shall prepare and adopt criteria and procedures for evaluating applications for grants allocated pursuant to subdivision (a) of §80061. The application shall be accompanied by certification that the project is consistent with the park and recreation element of the applicable city or county general plan or the district park recreation plan, as the case may be.
 - (b) To utilize available grant funds as effectively as possible, overlapping and adjoining jurisdictions and applicants with similar objectives are encouraged to combine projects and submit a joint application. A recipient may allocate all or a portion of its per capita share for a regional or state project.

Allocation Tables

Visit OGALS' [Per Capita webpage](http://www.parks.ca.gov/percapita) at www.parks.ca.gov/percapita for allocations.

Allocation Transfer

Entities that receive an allocation under the Per Capita program may transfer all or part of that allocation to another eligible entity, provided that the following requirements are met:

1. All required documentation must be submitted no later than six months from the end of the encumbrance period.
2. The transferring agency must submit a resolution authorizing the transfer of the allocation. The resolution must name the recipient entity and the transferred amount.⁸
3. The recipient must be eligible to receive Per Capita funds.
4. The recipient must have submitted the authorizing resolution shown on page 7.
5. The recipient must submit a resolution authorizing the receipt of funds; the resolution must state the donor and the transferred amount.

⁸ Please contact OGALS for sample transfer and recipient resolutions.

Definitions

Capitalized words and terms used in this guide are defined below.

ADVANCE – payment made to the GRANTEE for work that will occur in the future or work that has already occurred during the GRANT PERFORMANCE PERIOD and has not been paid for by the GRANTEE.

APPLICATION PACKET – the Application form and its required attachments described in the Application Checklist and Directions beginning on page 10.

AUTHORIZED REPRESENTATIVE – the GRANTEE'S designated position authorized in the Resolution to sign all required GRANT documents.

CEQA – the California Environmental Quality Act established policies and procedures requiring GRANTEES to identify, disclose to decision makers and the public, and attempt to lessen, significant impacts to environmental and historical resources that may occur as a result of the GRANTEE'S proposed PROJECT. (Public Resources Code §21000 et seq.; Title 14 California Code of Regulations §15000 et seq.)

CONSTRUCTION COSTS – costs incurred starting with the date when ground-breaking construction activities such as site preparation, grading, or gutting begins, and continuing to the end of the GRANT PERFORMANCE PERIOD.

CONTRACT PERFORMANCE PERIOD – the amount of time stated on the contract agreement, specifying the performance of the contractual grant obligations between the GRANTEE and DPR.

DEVELOPMENT – construction, expansion, or renovation.

DPR – the California Department of Parks and Recreation.

GRANT – funds made available to a GRANTEE for completion of the PROJECT SCOPE(s) during the GRANT PERFORMANCE PERIOD.

GRANTEE – an entity having a fully executed contract with DPR.

GRANT PERFORMANCE PERIOD – period of time that eligible costs may be incurred by the GRANTEE and paid for by DPR, as specified in the fully executed contract.

IN-HOUSE EMPLOYEE SERVICES – use of the GRANTEE'S employees working on the PROJECT SCOPE.

OGALS – DPR's Office of Grants and Local Services.

PRE-CONSTRUCTION COSTS – costs incurred within the GRANT PERFORMANCE PERIOD for the planning, design, and permit phase of the PROJECT before construction can begin.

PROJECT – the SCOPE as described in the APPLICATION PACKET to be completed with GRANT funds.

PROJECT COMPLETION – when the PROJECT is complete and the facilities are open and useable by the public.

PROJECT COMPLETION PACKET – The documents listed on page 37 that are required in order to request final payment following PROJECT COMPLETION.

PROJECT OFFICER – an OGALS employee, who acts as a liaison with GRANTEES and administers GRANT funds, facilitates compliance with the Procedural Guide, and the GRANT contract.

SCOPE – the acquisition, recreation features, and major support amenities described in the APPLICATION PACKET that must be completed prior to final GRANT payment.

TOTAL PROJECT COST – the combined dollar amount of all funding sources used to complete the acquisition, or recreation features and major support amenities described in the APPLICATION PACKET.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 5.
Meeting Date: November 2, 2021
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager Department
Staff Contact: Lydia Romero, City Manager, lromero@lemongrove.ca.gov, and
Audrey Malone, Deputy City Clerk amalone@lemongrove.ca.gov
Item Title: **Assembly Bill (AB) 361 - Continuation of Virtual Meetings**

Recommended Action: Discuss Assembly Bill (AB) 361 and the continuation of virtual public meetings and adopt a resolution (**Attachment A**) approving continuation said meetings in accordance with AB 361.

Background: On March 17, 2020 Governor Newsom issued Executive Order N-29-20 due to the COVID-19 Pandemic and the people's health and safety. These orders specified relaxed provisions of meetings under the Ralph M. Brown Act (Brown Act) allowing meetings to be conducted through teleconferencing. Executive Order N-29-20 expired on September 30, 2021. In response, on September 16, 2021, Governor Newsom signed AB 361, which amends California Government Code Section 54953 clarifying the Brown Act regulations and restrictions relating to the use of teleconferencing to conduct public meetings.

Similar to Executive Order N-29-20, AB 361 applies during a State of Emergency proclaimed by the Governor. In addition to the State of Emergency, one of the following conditions must apply;

- State or local officials have impose or recommended measures to promote social distancing,
- The legislative body is meeting to determine whether, because of the emergency, meeting in person would present imminent risks to the health or safety of attendees,
- The legislative body has determined that, because of the emergency, meeting in person presents imminent risks to the health or safety of attendees.

Should the prerequisites mentioned above be met AB 361 provides an exemption to the regular Brown Act teleconferencing requirements and an alternate set of requirements will apply. Those requirements include;

- Adequate notice of the meeting and post an agenda as required by the Brown Act,
- The agenda is not required to list each teleconference location or be physically posted at each teleconference location,
- If there is a disruption in the public broadcast or the call-in or internet-based meeting service, the legislative body must cease and take no further action on agenda items until public access is restored, and
- Local agencies cannot require that public comment be submitted prior to the meeting, and must allow for live public comment during the specified public comment period of the meeting.

AB 361 sunsets on January 1, 2024.

Discussion: On October 5, 2021, the Lemon Grove City Council approved Resolution 2021-3846, approving the continuation of virtual public meetings in accordance with the standards adopted by AB 361. The adopted Resolution is only valid for 30 days; if not renewed by the City Council public meetings must be held in person.

Should the City Council find that it is in the best interest of public health and safety to continue to hold virtual public meetings, the adoption of the attached Resolution (**Attachment A**) will allow virtual meetings to continue for another 30 days.

Environmental Review:

☒ Not subject to review

☐ Negative Declaration

☐ Categorical Exemption, Section |

☐ Mitigated Negative Declaration

Fiscal Impact: Complying with the provisions of this new law would minimally increase costs for the Zoom platform and would increase overtime costs for additional staff to assist in managing the technology of the meeting.

Public Notification: None.

Staff Recommendation: Discuss Assembly Bill (AB) 361 and the continuation of virtual public meetings and adopt a resolution (**Attachment A**) approving continuation said meetings in accordance with AB 361.

Attachments:

Attachment A – Resolution

RESOLUTION NO. 2021-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,
CALIFORNIA, MAKING FINDINGS PURSUANT TO GOVERNMENT CODE
SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361, AND
AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow legislative bodies to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act; and

WHEREAS, Assembly Bill 361, signed into law on September 16, 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the legislative body makes certain findings; and

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect; and

WHEREAS, as a result of the COVID-19 pandemic, the California Department of Health and County of San Diego Public Health Services continue to recommended measures to promote social distancing; and

WHEREAS, on October 5, 2021 the Lemon Grove City Council adopted Resolution 2021-3846 allowing for the continuation of public meetings virtually.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lemon Grove, California, herby:

1. That the Council has considered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic; and
2. That the state of emergency continues to directly impact the ability of the members of the Council to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing; and

3. That the Council may continue to conduct public meetings in accordance with Government Code section 54953(e); and
4. That the Council will reevaluate the above findings within 30-days of this Resolution.

PASSED AND ADOPTED on November 2, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jerry Jones, Mayor Pro Tem

Attest:

Audrey Malone, Deputy City Clerk

Approved as to Form:

Kristen Steinke, City Attorney