



**City of Lemon Grove  
City Council Regular Meeting Agenda  
Tuesday, April 6, 2021 6:00 p.m.**

**MEETING LINK:**

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

**Meeting Access ID:** 619-825-3800

**Password:** 6198253800

**City Council**

Racquel Vasquez, Mayor

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](#)

**Public Participation**

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

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

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

1. Listen to audio live via zoom
2. Written Public Comment: Which will be accepted by email with the subject line PUBLIC COMMENT ITEM #\_\_\_. Email to the Deputy City Clerk [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) prior to the meeting. The deadline for the public comment to be submitted is **Monday, April 5, 2021 at 5:00 p.m.** Any comment received after the deadline will not be read at the meeting, but will be maintained in the record.

**Join the Meeting Via Computer or Handheld Device**

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

**Prerequisites**

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

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

**Join the Meeting Via Telephone**

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

Dial by your location:

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

**Meeting ID: 619 825 3800**

**Passcode: 6198253800**

All audio will be muted upon entering.

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

**Public Comment:**

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

**Process:**

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

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

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

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

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

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

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

**Tuesday, April 6, 2021 6:00 p.m.  
Virtual Meeting via Zoom platform**

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

**Call to Order**

**Pledge of Allegiance:**

**Changes to the Agenda:**

**Presentations:**

**Introduce Lieutenant Patrick McEvoy with the San Diego Sheriff's Department, Lydia Romero, City Manager**

**Public Comment:**

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

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

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

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

**City Manager Report:**

**Consent Calendar:**

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

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

Reference: Kristen Steinke, City Attorney

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

1.B City of Lemon Grove Payment Demands

Reference: Molly Brennan, Administrative Services Director

Recommendation: Ratify Demands

1.C Approval of City Council Meeting Minutes

Reference: Audrey Malone, Deputy City Clerk

Recommendation: Approval of City Council Minutes, meeting of March 16, 2021

1.D McKnight Drive Drainage Project

Reference: Mike James, Assistant City Manager/Public Works Director  
Recommendation: Adopt a resolution approving a contract with PAL General Engineering, Incorporated to construct the McKnight Drive Drainage Project with a project budget not to exceed \$354,000.

1.E Purchase a City Vehicle

Reference: Mike James, Assistant City Manager/Public Works Director  
Recommendation: Adopt a resolution approving the purchase of a 2020 Ford Fusion Hybrid SE from Penske Ford.

1.F Agreement to Purchase Fuel from the City of San Diego

Reference: Mike James, Assistant City Manager/Public Works Director  
Recommendation: Adopt a resolution approving an agreement with the City of San Diego to purchase fuel.

**Reports to Council:**

2. Council Meeting Protocol

Reference: Lydia Romero, City Manager  
Recommendation: Discuss and approve a City Council policy on meeting protocols.

3. Updated Investment Policy

Reference: Reference: Molly Brennan, Administrative Services Director  
Recommendation: Adopt a resolution approving the updated City of Lemon Grove Investment Policy.

4. General Fund Benchmarking & Forecast

Reference: Molly Brennan, Administrative Services Director  
Recommendation: Receive and file staff report.

5. 2021-2022 City Council Priority Discussion

Reference: Lydia Romero, City Manager  
Recommendation: Continue discussion on the FY 2021-22 City Council Priorities.

**Closed Session:**

- A. Conference with legal counsel—existing litigation  
(Govt Code §54956.9(d)(1))  
City of Coronado, City of Imperial Beach, City of Lemon Grove and City of Solana Beach v. SANDAG, et al. (SDSC Case No.: 37-2020-00033974-CU-MC-CTL)

**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 April 2, 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](http://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](mailto: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:** April 6, 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**

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

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No. 1.B**

**Meeting Date:** April 6, 2021  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Molly Brennan, Administrative Services Director  
[MBrennan@lemongrove.ca.gov](mailto:MBrennan@lemongrove.ca.gov)

**Item Title:** **City of Lemon Grove Payment Demands**

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**Recommended Action:** Ratify Demands.

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Molly Brennan, Administrative Services Director  
For Council Meeting: 04/06/21

ACH/AP Checks 03/04/21-03/24/21

900,717.68

Payroll - 03/09/21

124,516.36

Payroll - 03/23/21

120,834.32

Total Demands

1,146,068.36

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	11560532	LEAF	03/04/2021	Ricoh C3502 Copier System-PW Yard - Feb'21	160.51	160.51
ACH	Feb21	Wells Fargo	03/10/2021	Credit Card Processing-Mo.Svc - Feb'21 Credit Card Transaction Fees-Feb'21	9.95 840.17	850.12
ACH	Feb21	Home Depot Credit Services	03/10/2021	Home Depot Purchases - Feb'21	1,079.42	1,079.42
ACH	Jan27-Feb23 21	California Public Empl Retirement System	03/10/2021	Pers Retirement 1/27/21-2/23/21	69,083.79	69,083.79
ACH	586252	AFLAC	03/10/2021	AFLAC Insurance 3/10/21	1,878.98	1,878.98
ACH	Feb21	Wells Fargo	03/11/2021	Bank Service Charge - Feb'21	761.67	761.67
ACH	Mar9 21	Employment Development Department	03/11/2021	State Taxes 3/9/21	8,440.05	8,440.05
ACH	Feb24-Mar9 21	Calpers Supplemental Income 457 Plan	03/12/2021	457 Plan 2/24/21-3/9/21	8,059.05	8,059.05
ACH	Refill 3/11/21	Pitney Bowes Global Financial Services LLC	03/12/2021	Postage Usage 3/11/21	250.00	250.00
ACH	Mar9 21	US Treasury	03/16/2021	Federal Taxes 3/9/21	26,843.34	26,843.34
ACH	Dec20	San Diego County Sheriff's Department	03/17/2021	Law Enforcement Services - Dec'20	513,826.94	513,826.94
14117	17L6-QRHL-HRGP	Amazon Capital Services, Inc.	03/10/2021	2TB Portable External Hard Drive	64.64	64.64
14118	Mar2021 Mar2021	Benefit Coordinators Corporation (BCC)	03/10/2021	Life Insurance - Mar'21 LTD Insurance - Mar'21	550.80 660.55	1,211.35
14119	21CTOFLGN08	County of San Diego- RCS	03/10/2021	800 MHZ Network - Feb'21	2,451.00	2,451.00
14120	6462	D- Max Engineering Inc	03/10/2021	6691 Federal Blvd MMD SWQMP Review 2/1/21-2/5/21	134.00	134.00
14121	1/25-28/21 12/21-23/20 12/7-10/20	Esgil Corporation	03/10/2021	75% Building Fees- 1/25/21-1/28/21 75% Building Fees- 12/21/20-12/23/20 75% Building Fees- 12/7/20-12/10/20	4,529.66 4,453.45 8,045.92	17,029.03
14122	IN263099	Geotab USA, Inc.	03/10/2021	Monthly ProPlus Plan	197.50	197.50
14123	Mar9 21	ICMA	03/10/2021	ICMA Deferred Compensation Pay Period Ending 3/9/21	780.77	780.77
14124	907	Local Government Consultants, LLC	03/10/2021	State Mandated Cost Svc-FY20-21 Claims Prep	1,500.00	1,500.00
14125	MES Inc.	Municipal Emergency Services Inc	03/10/2021	Refund/Municipal Emergency Services, Inc/Overpaid Busi Lic Fees	8.00	8.00
14126	PDQ Distributor	PDQ Distributors	03/10/2021	Refund/PDQ Distributors/Overpaid Busi License Fees	76.00	76.00
14127	0395804	SCS Engineers	03/10/2021	Env Consulting Svc: LGA Realignment 12/1/20-12/31/20	1,242.66	1,242.66
14128	3568860625/0321 4154920380/0321	SDG&E	03/10/2021	Electric Usage:St Light 1/31/21-2/28/21 Electric Usage:St Light 1/31/21-2/28/21	1,465.34 2,141.26	3,606.60
14129	7130 7139 7140 7141	Aguirre & Associates	03/17/2021	Tract No 0062 Vista Azul Map Check - Feb'21 Olive St Survey - Feb'21 7946 Broadway Map Check - Feb'21 Golden Ave Curb Survey - Feb'21	115.00 675.00 742.50 270.00	1,802.50
14130	L1072895VC	American Messaging	03/17/2021	Pager Replacement Program 3/1/21-3/31/21	50.71	50.71
14131	Fire- 16074103	AT&T	03/17/2021	Fire Backup Phone Line- 1/22/21-2/21/21	45.29	45.29
14132	5656414779 5656423430 5656462304	AutoZone, Inc.	03/17/2021	Storage Fuel Stabilizer - PW Fleet Supply Coolant/Booster Cables/Digital Multimeter - PW Fleet Supply Diesel Exhaust Fluid - Sanitation	12.92 84.55 32.09	129.56
14133	10321L-IN 19138L-IN	Aztec Landscaping Inc	03/17/2021	CUPCCA #2021-11 Slope @ North/Olive/LGA- Install BMP's-Realignmt Landscaping Labor - Irrigation Repairs - Various Locations	7,190.00 1,253.86	8,443.86
14134	12153	Balestreri, Potocki & Holmes	03/17/2021	Legal Svcs: File 1019-224 - thru Jan'21	3,961.00	3,961.00
14135	5157330	Bearcom	03/17/2021	Portable Radios Monthly Contract 2/22/21-3/21/21	150.00	150.00
14136	Apr 2021	California Dental Network Inc	03/17/2021	California Dental Insurance -Apr21	299.64	299.64

14137	0000015247 0000015247 0000015247	City of El Cajon	03/17/2021	Overtime Reimbursement - Aliano 1/23/21 Overtime Reimbursement - Garcia 2/1/21 Overtime Reimbursement - Groller 1/30/21	1,474.01 1,403.18 1,309.38	4,186.57
14138	22953 22954 22955	City of La Mesa	03/17/2021	FY20-21 Qtr 2 JPA Reconciliation- Oct Dec 20 Overtime Reimbursement - Lopez 2/14/21 Overtime Reimbursement - Georgi 1/24/21	52,311.00 1,310.41 873.60	54,495.01
14139	03022120560	DAR Contractors	03/17/2021	Animal Disposal- Feb'21	162.00	162.00
14140	dsb20200934	Dig Safe Board	03/17/2021	State Fee/Regulatory Monthly Costs/Dig Alert 2020	35.71	35.71
14141	1/4-7/21	Esgil Corporation	03/17/2021	75% Building Fees- 1/4/21-1/7/21	5,035.24	5,035.24
14142	463852 64044	EW Truck & Equipment Company, Inc.	03/17/2021	LGPW#29/Back Up Alarm LGPW#24 VacCon- Heavy Duty Oil & Filter Change/Diagnose Power St	45.34 1,555.85	1,601.19
14143	INV1019481	George Hills Company	03/17/2021	TPA Claims - Adjusting/Other Services - Feb 21	477.50	477.50
14144	72721	Global Power Group, Inc	03/17/2021	PM Service - Generator/Fire Station	367.00	367.00
14145	Hales 3/1/21	Hales, Suzanna	03/17/2021	Reimb: Fire Tactical Entries Training/Supplies/Transp 2/17/21	215.57	215.57
14146	SIN007122 SIN007122	Hinderliter De Llamas & Associates	03/17/2021	Sales Tax Audit Services - Qtr 3 2020 Contract Services - Sales Tax - Qtr 1 2021	1,336.98 1,375.65	2,712.63
14147	HS-5607-002Rev HS-5607-003	Home Start, Inc.	03/17/2021	LG Homeless Outreach - Jan'21 LG Homeless Outreach - Feb'21	3,538.08 3,369.60	6,907.68
14148	33916 33918	Hunter's Nursery Inc	03/17/2021	Lodge Poles- LG Park Project Tree Ties- LG Park Project	44.93 32.33	77.26
14149	144511 144009 144467 144010 144468	Knott's Pest Control, Inc.	03/17/2021	On Call Pest Control - Bee/Wasp - 1335 Bakersfield Pest Control/Civic Ctr - Feb'21 Pest Control/Civic Ctr - Mar'21 Pest Control/Sheriff - Feb'21 Pest Control/Sheriff - Mar'21	295.00 60.00 60.00 45.00 45.00	505.00
14150	07-2607 Fire/07-2606	Lemon Grove School District	03/17/2021	Fuel Services-PW: Jan'21 Fuel Services-Fire Stn- Jan'21	1,883.92 1,587.68	3,471.60
14151	1078230	Life-Assist, Inc.	03/17/2021	Physio-Control Edge Electrodes/Adult/Pediatric	472.35	472.35
14152	INV34495	Logicopy	03/17/2021	Ricoh C3502 Copier Contract Charge-PW Yard-3/7/21-4/6/21	51.58	51.58
14153	Feb21 Feb21 Feb21 Feb21 Feb21	Lounsbery Ferguson Altona & Peak LLP	03/17/2021	General 03529-00001 Feb'21 03529-00017 COVID-19 Feb'21 Affordable Housing 03529-00004 Feb'21 03529-000018 Feb'21 03529-000006 Feb'21	5,909.60 249.00 99.60 45.60 49.80	6,353.60
14154	9157	MCD Tire	03/17/2021	LGPW#29 - 8 Tires & Installation	1,358.89	1,358.89
14155	3010334091	Parkhouse Tire Inc	03/17/2021	E10 6 Tires & Installation/Fleet Service	3,487.22	3,487.22
14156	32211414 32211415 32225281 32225284 32225285	RCP Block & Brick, Inc.	03/17/2021	Bulk Concrete Sand - Fire Stn Bulk Concrete Sand - Fire Stn Bulk Concrete Sand - PW Streets Sand Bags - Fire Stn Bulk Concrete Sand - Fire Stn	168.60 168.60 168.60 323.25 168.60	997.65
14157	79051 79692	Rick Engineering Company	03/17/2021	Prof Svc: City Engineer 11/28/20-12/31/20 Prof Svc: City Engineer 1/1/21-1/29/21	31,068.17 22,295.72	53,363.89
14158	106468717-001	SiteOne Landscape Supply, LLC	03/17/2021	Landscaping Supplies - LG Park	9.61	9.61
14159	17738	Smart Cover Systems Inc.	03/17/2021	Renewal-SmartFLOE: Extended Parts Warranty - 5/1/21-4/30/22	4,772.00	4,772.00
14160	CLG-29	Smith Air Conditioning	03/17/2021	Service Call - AC Unit Repair/Fire Stn	513.00	513.00
14161	0208835	South Bay Foundry Inc	03/17/2021	1" Riser Rings/Sanitation	290.93	290.93
14162	80820 80821 80822 80880 80881 80882	Southwest Signal Service	03/17/2021	Bi-Monthly Traffic Signal Maintenance - Jan'21 Markout Reports - Underground Service Alert - Jan'21 Traffic Signal Service Calls - Jan'21 Traffic Signal Service Calls - Feb'21 Markout Reports - Underground Service Alert - Feb'21 Bi-Monthly Traffic Signal Maintenance - Feb'21	975.00 120.00 4,178.45 1,033.17 320.00 910.00	7,536.62
14163	3501 3504 3504	Spring Valley Lawn Mower Shop	03/17/2021	Gas Cap Discount - Saw Chains Saw Chains	12.88 -8.16 81.67	86.39
14164	8061430014	Staples Advantage	03/17/2021	Office Supplies - City Hall	109.33	109.33
14165	110076401-0001 110113869-0001 110611746-0001 110704746-0001	Sunbelt Rentals Inc.	03/17/2021	Propane Rental - Post Hole Auger/Streets Rental - Jumping Jack Tamper/Sani Rental - Post Hole Auger - LG Park	13.85 133.98 118.10 120.81	587.76

	110860253-0001			Rental - Stump Grinder - LG Park		201.02	
14166	11854	T-Man Traffic Supply	03/17/2021	Sign Caps & Crosspieces - Traffic Signs/Street Signs		534.41	534.41
14167	71919	Tyson & Mendes, LLP	03/17/2021	Legal Svcs: GHC0019886 thru 2/23/21		475.00	475.00
14168	220210390	Underground Service Alert of Southern Ca.	03/17/2021	54 New Ticket Charges- Feb'21		99.10	99.10
14169	102583	Vinyard Doors, Inc.	03/17/2021	Repair - Fire Front Middle Bay Door		2,420.00	2,420.00
14170	72864581 72864582	Vulcan Materials Company	03/17/2021	Asphalt Asphalt		152.79 124.56	277.35
14171	79831704 79834670 79850750	Waxie Sanitary Supply	03/17/2021	Janitorial Supplies - Fire Janitorial Supplies - Fire Janitorial Supplies		436.29 270.61 823.43	1,530.33
14172	170085	West Coast Arborists, Inc.	03/17/2021	Tree Maintenance - 2/10/21-2/26/21		2,590.00	2,590.00
14173	1KWH-4K4D-76MK	Amazon Capital Services, Inc.	03/24/2021	Seachoice Compact 100-Watt Rope-Cutting Gun - Fire		42.72	42.72
14174	2/13/21-3/12/21	AT&T	03/24/2021	Phone Service 2/13/21-3/12/21		93.96	93.96
14175	CLG FY18/19Unsp	CalRecycle -Dept of Resources Recycling & Recov	03/24/2021	Reimburse -Unspent Bev Recycle Container Pymt Prog Funds/FY18-19		224.28	224.28
14176	0000015296	City of El Cajon	03/24/2021	Overtime Reimbursement - Lopez 3/2/21		1,215.85	1,215.85
14177	22993	City of La Mesa	03/24/2021	Household Hazardous Waste Event- 1/30/21		932.18	932.18
14178	6522 6526	D- Max Engineering Inc	03/24/2021	D-Max Stormwater Prof Svcs 2/1/21-2/28/21 7431 Broadway Wash N Go Inspection 3/8/21-3/15/21		11,146.60 1,177.00	12,323.60
14179	0221.15.0238	Dexter Wilson Engineering, Inc.	03/24/2021	FY20 Sewer System Mgmt Plan Audit for LG Sani Dist- Feb'21		390.00	390.00
14180	15874	ECS Imaging	03/24/2021	Laserfiche Annual Renewal		5,380.00	5,380.00
14181	Reimb-3/22/21	Gamester, Sean	03/24/2021	Reimb: Tuition/Mileage-BS Mgmt/Comp Ofcr 2C/Gamester 3/1-3/4/21		583.36	583.36
14182	Mar23 21	ICMA	03/24/2021	ICMA Deferred Compensation Pay Period Ending 3/23/21		780.77	780.77
14183	0068219	Moore Iacofano Goltsman, Inc.	03/24/2021	Prof Svcs/LG Housing Element - Jan'21		4,572.50	4,572.50
14184	2021-75	Quality Code Publishing LLC	03/24/2021	Supplement Service- LG Municipal Code		1,059.50	1,059.50
14185	Jan-Jun21	San Diego County Sheriff's Department	03/24/2021	Cal-ID- Jan21-Jun21		3,464.00	3,464.00
14186	0399786	SCS Engineers	03/24/2021	Env Consulting Svc: LGA Realignment 2/1/21-2/28/21		216.50	216.50
14187	Feb21	SDG&E	03/24/2021	Gas & Electric 1/25/21-2/24/21		21,794.80	21,794.80
14188	8181565081	Shred-It USA	03/24/2021	Shredding Services 2/17/21		84.07	84.07
14189	Mar 23 Mar 9	Southern CA Firefighters Benefit Trust	03/24/2021	LG Firefighters Benefit Trust 3/23/21 LG Firefighters Benefit Trust 3/9/21		784.55 784.55	1,569.10
14190	00103868	The East County Californian	03/24/2021	Notice Inviting Bids - McKnight Dr Drainage System 3/12/21		357.00	357.00
14191	STMT 2/22/2021 STMT 2/22/2021 STMT 2/22/2021 STMT 2/22/2021 STMT 2/22/2021 STMT 2/22/2021 STMT 2/22/2021 STMT 2/22/2021	US Bank Corporate Payment Systems	03/24/2021	Toll Road Charge - Fire Station Supplies - Fire Diesel Exhaust Fluid - Fire Homeless Outreach Kit Supplies Security Cameras - PW Yard Trailer Hitch/Pins/Tie Downs/Megaphone/Batteries - PW Supplies - Sanitation Park Fence Repair - Berry St & LG Parks		6.00 102.03 56.03 146.74 1,952.43 96.25 88.38 600.68	3,048.54
						900,717.68	900,717.68



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No. 1.C**

**Meeting Date:** April 6, 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](mailto:amalone@lemongrove.ca.gov)

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

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**Recommended Action:** Approval of City Council Meeting Minutes, meeting of March 16, 2021.

**Environmental Review:**

- Not subject to review                       Negative Declaration  
 Categorical Exemption, Section 15300.3                       Mitigated Negative Declaration

**Fiscal Impact:** None.

**Public Notification:** None.

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

**TUESDAY, March 16, 2021 at 6 PM**

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

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

**Call To Order:**

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

**Present:**

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

Absent: Mayor Racquel Vasquez

**Staff Members Present:**

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

**Pledge of Allegiance:**

Pledge of Allegiance to the Flag was led by Councilmember Mendoza

**Changes to the Agenda:** None.

**Presentation:**

SANDAG 2021 Projects/Programs, Lindsey Hansen, Executive Director, Ray Traynor, Chief Planning & Innovation Officer and Jim Linthicum, Chief Capital Program & Regional Services Officer

**Public Comment**, read into the record by Deputy City Clerk, Audrey Malone

- Comment received by Erik Hauenstein read into record
- Comment received by Kathleen McLean read into record
- Comment received by Kathy read into record
- Comment received by Kimerly Arebalo read into record

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

**Councilmember Mendoza**

- SANDAG Transportation Meeting
- League of CA Cities Meeting
- Lemon Grove Lions Club/Thrive Lemon Grove Food Distribution

**Councilmember Gastil**

- MTS Executive Committee Meeting
- MTS Board Meeting
- Meeting with Councilmember LeBaron and community members to discuss trails and nature

**Councilmember LeBaron**

- Meeting with Councilmember Mendoza and Lydia Romero to discuss possible revenue generating ideas
- Meeting with Councilmember Gastil and community members to discuss green space ideas
- Community Trash Clean-Up

**Mayor Pro Tem Jones**

- Metro Waste and Water Meeting

**City Manager Report**, Lydia Romero, City Manager

- Advises how this meeting will be conducted
- Update on the Undergrounding Project
- Weekly COVID update; County of San Diego has entered the Red Tier allowing for indoor dining at certain capacities

**Consent Calendar:**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda
- 1.B City of Lemon Grove Payment Demands
- 1.C Approved City Council Meeting Minutes for Virtual Regular Meeting of March 2, 2021
- 1.D Approve Purchase and Installation of Park Playground Equipment
- 1.E. Reject All Bids for the FY 20-21 Street Rehabilitation Project

*Item 1.D Approve Purchase and Installation of Park Playground Equipment pulled from the Consent Calendar by Councilmember LeBaron to be discussed immediately per Mayor Pro Tem Jones.*

**Action:** Motion by Councilmember Gastil, seconded by Councilmember Mendoza to approve Consent Calendar Items 1.A – 1.C and 1.E.

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

**Ayes:** Jones, Mendoza, LeBaron, Gastil  
**Noes:** None.  
**Absent:** Vasquez

Mayor Pro Tem Jones calls on Councilmember LeBaron, who pulled Item 1.D. Councilmember LeBaron asks staff to address the questions submitted by Erik Hauenstein under General Public Comment regarding Item 1.D.

Mike James, Assistant City Manager/Public Works Director answers the questions presented in the General Public Comment submitted by Erik Hauenstein.

**Action:** Motion by Councilmember LeBaron, seconded by Councilmember Mendoza to approve Consent Calendar Items 1.D.

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

**Ayes:** Jones, Mendoza, LeBaron, Gastil  
**Noes:** None.  
**Absent:** Vasquez

**Public Hearing:**

2. Administrative Appeal AA2-000-0003 – Early Separation Findings for a proposed Medical Marijuana Dispensary at 2295 Lemon Grove Ave.

Mayor Pro Tem Jones introduces Noah Alvey, Community Development Manager to begin presentation.

**Public Hearing open at 6:55 p.m.**

Mayor Pro Tem Jones introduces the appellant, Christopher Williams to present.

Councilmember LeBaron questions both the appellant and staff leading to additional questions/comments between staff.

**Public Comments,** read into the record by Deputy City Clerk, Audrey Malone

- Comment received by AC Muheize read into record
- Comment received by Carol Greene read into record
- Comment received by Donna Adams read into record
- Comment received by Kathleen McLean read into record
- Comment received by Michelle West read into record
- Comment received by Skye Ross read into record
- Comment received by Wayne Ross read into record
- Comment received by Barbara Gordon read into record
- Comment received by Cassandra read into record
- Comment received by Ellen Stephenson read into record
- Comment received by Jessica Webb read into record
- Comment received by Russell Palmer read into record
- Comment received by Teresa Rosiak-Proffit read into record
- Comment received by Erik Hauenstein read into record
- Comment received by Judi Strang read into record
- Comment received by Kathleen Lippitt read into record
- Comment received by Kelly McCormick read into record
- Comment received by Peggy Walker read into record
- Comment received by Rebecca Rapp read into record
- Comment received by Terrance Samuel read into record

Councilmember LeBaron questions the appellant.

**Action:** The Public Hearing was closed at 8:20 p.m. on a motion by Councilmember Mendoza, and second by Mayor Pro Tem Jones.

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

**Ayes:** Jones, Mendoza, LeBaron, Gastil

**Noes:** None

**Absent:** Vasquez

Councilmember Mendoza and Councilmember Gastil provide their final comments. Councilmember LeBaron questions staff. Mayor Pro Tem Jones provides final comments.

**Action:** It was moved by Councilmember Mendoza, and second by Councilmember Gastil to adopt a resolution upholding the Community Development Department decision to deny Minor Use Permit application MUP-200-0005.

Councilmember LeBaron provides her final comments. Mayor Pro Tem Jones follows with final words.

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

**Ayes:** Jones, Mendoza, Gastil  
**Noes:** LeBaron  
**Absent:** Vasquez

3. Administrative Appeal AA2-000-0004 – Early Separation Findings for a proposed Medical Marijuana Dispensary at 8260 Broadway.

Mayor Pro Tem Jones introduces Noah Alvey, Community Development Manager to begin presentation.

**Public Hearing open at 9:18 p.m.**

Mayor Pro Tem Jones introduces the appellant, Christopher Williams to present. Mr. Williams introduces his community liaison, Christine to speak after his presentation.

Councilmember LeBaron questions both the appellant and staff.

**Public Comments,** read into the record by Deputy City Clerk, Audrey Malone

- Comment received by Erik Hauenstein read into record
- Comment received by Judi Strang read into record
- Comment received by Kathleen Lippitt read into record
- Comment received by Kelly McCormick read into record
- Comment received by Peggy Walker read into record
- Comment received by Rebecca Rapp read into record
- Comment received by Terrance Samuel read into record
- Comment received by Ellen Stephenson read into record
- Comment received by AC Muheize read into record
- Comment received by Barbara Gordon read into record
- Comment received by Cassandra read into record
- Comment received by Jessica Webb read into record
- Comment received by Jessyka Heredia read into record
- Comment received by Kathleen McLean read into record
- Comment received by Skye Ross read into record
- Comment received by Teresa Rosiak-Proffit read into record

Councilmember LeBaron questions the appellant.

**Action:** The Public Hearing was closed at 10:48 p.m. on a motion by Mayor Pro Tem Jones and second by Councilmember Mendoza.

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

**Ayes:** Jones, Mendoza, LeBaron, Gastil  
**Noes:** None

**Absent:** Vasquez

Mayor Pro Tem Jones has questions of staff. City Council provide final comments.

**Action:** It was moved by Councilmember Gastil, and second by Mayor Pro Tem Jones to adopt a Resolution upholding the Community Development Department decision to deny Minor Use Permit application MUP-200-0006.

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

**Ayes:** Jones, Mendoza, Gastil

**Noes:** LeBaron

**Absent:** Vasquez

**Closed Session:**

- A. Conference with legal counsel—existing litigation  
(Govt Code §54956.9(d)(1))  
City of Coronado, City of Imperial Beach, City of Lemon Grove and City of Solana Beach v. SANDAG, et al. (SDSC Case No.: 37-2020-00033974-CU-MC-CTL)

Kristen Steinke, City Attorney suggest to City Council that Item A on Closed Session be continued to the next Regular City Council meeting (April 6, 2021) due to the late hour.

**Action:** It was moved by Councilmember Mendoza, and second by Councilmember Gastil to continue Item A, Conference with legal counsel-existing litigation to the next Regular City Council Meeting, April 6, 2021.

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

**Ayes:** Jones, Mendoza, LeBaron, Gastil

**Noes:** None.

**Absent:** Vasquez

**Adjournment:**

There being no further business to come before the Council, Mayor Pro Tem Jones declares the meeting adjourned at 11:15 p.m.

**Audrey Malone**

-----  
Audrey Malone  
Deputy City Clerk



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.D

**Meeting Date:** April 6, 2021

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

**Department:** Public Works Department

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

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

**Item Title:** McKnight Drive Drainage Project

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**Recommended Action:** Adopt a resolution approving a contract with PAL General Engineering, Incorporated to construct the McKnight Drive Drainage Project with a project budget not to exceed \$354,000.

**Summary:** In support of the City Council's funding allocation to construct the McKnight Drive Drainage Project (McKnight Project), City staff invited sealed bids for the McKnight Project (Contract No. 2021-12) on March 5<sup>th</sup> and 12<sup>th</sup>. On March 18<sup>th</sup>, the City received 16 sealed bids. Staff evaluated the bids and concluded that of the bids received, PAL General Engineering, Inc. (PAL) was the lowest responsive and responsible bidder with a base bid of \$237,140.

**Background:** On August 4, 2020, the City Council approved a funding request to design and construct the McKnight Project (**Attachment B**). The origin of the McKnight Project was from a complaint from the property owners of 2441 McKnight Drive regarding water ponding on the street and flooding their front, side and back yard. After performing a site inspection and researching existing City records, staff concluded that a portion of the flooding resides in a City owned drainage easement. Staff initiated further investigation with field survey and preliminary engineering design to create three (3) options to eliminate the flooding issue on McKnight Drive. Alternative three (3) was selected by the City Council and \$452,808 was allocated from the General Fund Reserve account to complete design and construct the project (**Attachment C**).

As a budgetary note, there were two (2) project budgets discussed at the August 4<sup>th</sup> meeting - \$464,808 and \$452,808, with \$452,808 listed as the correct budget amount. The \$12,000 difference between the two (2) numbers comprised of \$3,000 for survey work and \$9,000 to complete the project design. Both of those expenditures were funded

through the Public Works Engineering Division budget and were not needed in the project budget.

**Discussion:** In February 2021, the City advertised on PlanetBids and invited sealed bids for the McKnight Drive Drainage Project (Contract No. 2021-12) to install a drainage system, provide traffic control, construct storm water pollution prevention devices, apply pavement treatment, protect the completed treatment until set, and provide traffic striping.

On March 18, 2021, the City received 16 sealed bids. Each company that responded to the notice inviting bids are listed below with each project bid amount.

	<b>Company Name</b>	<b>Amount</b>
1	PAL General Engineering, Inc.	\$237,140.00
2	Crest Equipment	\$256,980.00
3	M-Rae Engineering, Inc.	\$266,400.00
4	Just Construction, Inc.	\$281,336.00
5	Bert W. Salas, Inc.	\$296,060.00
6	Tri Group Construction and Development Inc.	\$299,680.00
7	Blue Pacific Engineering & Construction	\$302,500.00
8	Tryco General Engineering	\$304,480.00
9	Portillo Concrete, Inc.	\$304,770.00
10	Piperin Corporation	\$318,000.00
11	DB Pipeline Incorporated	\$324,000.00
12	Ortiz Corporation	\$331,350.00
13	LB Civil Construction, Inc.	\$331,800.00
14	Wright Construction Engineering Corp	\$337,810.00
15	Transtar Pipeline	\$371,500.00
16	Ramona Paving	\$405,218.00

PAL submitted the lowest responsive base bid for \$237,140.00. Staff reviewed PAL's project work history, references, and construction license. Its project work history and reference checks were positive, PAL has successfully performed similar work for other local and state governments, and PAL's contractor license is current and in good standing with the State of California. Therefore, staff concluded that PAL is both a responsive and responsible bidder and recommends the award of a construction contract (**Attachment A**).

Based on the project scope of work, staff recommends the following project budget:

<b>Description</b>	<b>Amount</b>
Construction Costs	\$237,140
Project Inspection (~15%)	\$35,000
Material Testing (~10%)	\$23,000
Subtotal	\$295,140
Contingency – ~20%	\$58,860
<b>PROJECT TOTAL</b>	<b>\$354,000</b>

Staff recommends that the City Council adopt a resolution approving a contract with PAL General Engineering, Incorporated to construct the McKnight Drive Drainage Project with a project budget not to exceed \$354,000. |

**Environmental Review:**

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

**Fiscal Impact:** Sufficient funds were programmed from the Public Works – Street Division – Account Number 01-50-11-7135.

**Public Notification:** On March 5, 2021 and March 12, 2021, notices inviting bids were advertised in the East County Californian, which is the City’s newspaper of general circulation.

**Staff Recommendation:** Adopt a resolution approving a contract with PAL General Engineering, Incorporated to construct the McKnight Drive Drainage Project with a project budget not to exceed \$354,000.

**Attachments:**

- Attachment A – Resolution
- Attachment B – Plans and Specifications
- Attachment C – Funding Request Staff Report from August 4, 2020
- Attachment D – Resolution from August 4, 2020

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING A CONTRACT WITH PAL GENERAL  
ENGINEERING, INCORPORATED TO CONSTRUCT THE MCKNIGHT  
DRIVE DRAINAGE PROJECT**

**WHEREAS**, in the Winter of 2019, City staff received a street flooding complaint from the property owners of the residence located at 2441 McKnight Drive; and

**WHEREAS**, staff confirmed that there is an accepted drainage easement that encompasses the flooded area. Therefore, the responsibility to remedy the concern is the City's to perform; and

**WHEREAS**, on August 4, 2020, the City Council allocated funds to design and construction the McKnight Drive Drainage Project; and

**WHEREAS**, the City invited bids in response to the publicly advertised construction bid request and 16 bids were received on March 18, 2021; and

**WHEREAS**, PAL General Engineering, Incorporated submitted the lowest, responsive bid of \$237,140.00; and

**WHEREAS**, staff confirmed that PAL General Engineering, Incorporated references responded positively and its contractor license is current and in good standing with the State of California; and

**WHEREAS**, staff concludes that PAL General Engineering, Incorporated is both a responsive and responsible bidder; 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 the McKnight Drive Drainage Project (Project No. 2021-12); and
2. Approves the contract with PAL General Engineering, Incorporated to construct the McKnight Drive Drainage Project; and

3. Establishes a project budget not to exceed \$354,000.00 funded from account number 01-50-11-7135; and
4. Directs the City Manager, or her designee, to negotiate, execute and manage all project documents.

***PASSED AND ADOPTED*** on April 6, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2021 - \_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, Deputy City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***

**CONTRACT (Page 1 of 4)**

McKnight Drive Drainage Project (Contract #2021-12)

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 PAL General Engineering, Incorporated 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 McKnight Drive Drainage Project (Contract #2021-12) 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 two hundred thirty-seven thousand one hundred forty dollars and zero cents (\$237,140.00).
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.

**CONTRACT (Page 2 of 4)**

McKnight Drive Drainage Project (Contract #2021-12)

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.
  - 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:
    - D) 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.

**CONTRACT (Page 3 of 4)**

McKnight Drive Drainage Project (Contract #2021-12)

- 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 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.

**CONTRACT (Page 4 of 4)**

McKnight Drive Drainage Project (Contract #2021-12)

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.

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.

CONTRACTOR:

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Federal ID Number: \_\_\_\_\_

CITY:

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

Title: City Manager, City of Lemon Grove

Date: \_\_\_\_\_

ATTEST:

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

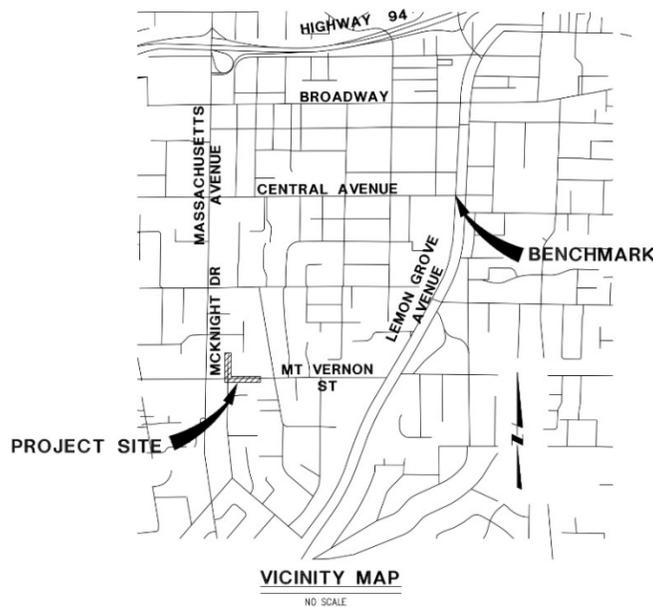
Title: Deputy City Clerk, City of Lemon Grove

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

# IMPROVEMENT PLANS FOR: MCKNIGHT DRIVE DRAINAGE IMPROVEMENTS

### SHEET INDEX

	SHEET NO.
TITLE SHEET	1
GENERAL NOTES	2
STORM DRAIN PLAN AND PROFILE	3
STORM DRAIN PLAN AND PROFILE	4
EROSION CONTROL PLAN	5



### LEGEND

#### PROPOSED IMPROVEMENTS

IMPROVEMENT	STANDARD DWG/DETAIL	SYMBOL	QTY
CLEANOUT (TYPE A4)	SDRSD D-9		5 EA
CATCH BASIN (TYPE I)	SDRSD D-29		1 EA
HEADWALL	SDRSD D-30		2 EA
RFP STORM DRAIN (SIZE SHOWN ON PLAN)	SDRSD D-60		560 LF

#### EXISTING

EXISTING OVERHEAD ELECTRIC/COMMUNICATIONS		OH-E
EXISTING WATER LINE		W
EXISTING SEWER LINE		S
EXISTING GAS LINE		G
EXISTING POWER POLE		PP
EXISTING SEWER MANHOLE		S-O
EXISTING SEWER CLEANOUT		S-OC
EXISTING WATER METER		W-M
EXISTING WATER VALVE		W-V



DIAL TOLL FREE  
**1-800-422-4133**  
AT LEAST TWO DAYS  
BEFORE YOU DIG

### UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA

ATTENTION IS DIRECTED TO THE POSSIBLE EXISTENCE OF UNDERGROUND FACILITIES NOT KNOWN OR IN A LOCATION DIFFERENT FROM THAT WHICH IS SHOWN ON THE PLANS OR IN THE SPECIAL PROVISIONS. THE CONTRACTOR SHALL TAKE STEPS TO ASCERTAIN THE EXACT LOCATION OF ALL UNDERGROUND FACILITIES OR INTERFERE WITH THEIR SERVICE.

BEFORE EXCAVATING, THE CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES BY CONTACTING UNDERGROUND SERVICE ALERT AT 1-(800)-422-4133.

### DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSION CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND STANDARDS BY THE CITY OF LEMON GROVE AND HELIX WATER DISTRICT IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ R.C.E. NO. \_\_\_\_\_

CITY OF LEMON GROVE (619) 825-3800

COMPANY NAME \_\_\_\_\_ PHONE NO. \_\_\_\_\_

3232 MAIN STREET, LEMON GROVE, CA 91945

ADDRESS \_\_\_\_\_

### OWNER

CITY OF LEMON GROVE  
3232 MAIN STREET,  
LEMON GROVE, CA 91945  
PHONE: (619) 825-3800  
CONTACT PERSON: MIKE JAMES

### TOPOGRAPHY SOURCE

10897 S RIVER FRONT PKWY  
SUITE 150  
SOUTH JORDAN, UT 84095  
NEARMAP  
MAY 2020

AGUIRRE & ASSOCIATES  
FIELD COMPLETION SURVEY  
PERFORMED AUGUST 6, 2020

### REFERENCE DRAWINGS

HELIX WATER DISTRICT AS-BUILTS - WD 576, 7273  
SAN DIEGO REGIONAL STANDARD DRAWINGS - SDRSD D-09,  
D-28, D-30, D-60, G-24A, G-24B, SP-03

### BENCHMARK

CONTROL POINT:  
DESCRIPTION: 2" BRASS DISC LS 6000 IN SIDEWALK  
ON THE NORTH SIDE OF CENTRAL AVENUE AT LEMON  
GROVE AVENUE, 9' EAST OF TRACKS (SEE VICINITY  
MAP FOR LOCATION)  
ELEVATION=429.09, NGVD29

### BASIS OF BEARINGS

BASED ON THE CALIFORNIA COORDINATE SYSTEM OF 1983 (1991.35 EPOCH)

GRID BEARING BETWEEN STA 24 AND STA 34 = N28°39'21"

STA	NORTHING	EASTING	DESCRIPTION
28	1841557.819	6317148.094	BRASS DISC LS 6000 IN CURB
34	1849582.548	6321533.446	BRASS DISC LS 6000 IN SIDEWALK

DISTANCES ARE IN US SURVEY FEET. MULTIPLY DISTANCES BY 1.00001048 TO OBTAIN GROUND LEVEL DISTANCES. 1 US SURVEY FOOT IS DEFINED AS 1200/3937 EXACT: 1 US - SF = 0.304800609m

### WORK TO BE DONE

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS AND THE SPECIFICATIONS AND STANDARD DRAWINGS.

- STANDARD SPECIFICATIONS:
- STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION "GREEN BOOK" (MOST CURRENT CITY ADOPTED VERSION)
  - WATER AGENCIES' STANDARD SPECIFICATIONS "WAS" (MOST CURRENT VERSION)

- STANDARD DRAWINGS:
- SAN DIEGO REGIONAL STANDARD DRAWINGS, (MOST CURRENT CITY ADOPTED VERSION)
  - WATER AGENCIES' STANDARD DRAWINGS "WAS" (MOST CURRENT VERSION)

PRIVATE CONTRACT

### IMPROVEMENT PLANS FOR: MCKNIGHT DRIVE DRAINAGE IMPROVEMENTS

#### TITLE SHEET

CITY OF LEMON GROVE, CALIFORNIA  
DEVELOPMENT SERVICES DEPARTMENT  
SHEET 1 OF 6 SHEETS

FOR CITY ENGINEER				DATE	IN/TPW
DESCRIPTION	BY	APPROVED	DATE	FILMED	
ORIGINAL	xxx				
AS-BUILTS					

CONTRACTOR \_\_\_\_\_ DATE STARTED \_\_\_\_\_  
INSPECTOR \_\_\_\_\_ DATE COMPLETED \_\_\_\_\_

XXXX

\* SIGNATURE EXPIRES 180 DAYS AFTER DATE SIGNED

### STREET DATA TABLE

STREET NAME	CLASSIFICATION	SPEED (MPH)	ADT (VEHICLES)	R/W (FT)

**CITY OF LEMON GROVE  
DEVELOPMENT SERVICES DEPARTMENT**



CONSTRUCTION CHANGE TABLE			BENCHMARK
CHANGE	DATE	EFFECTED OR ADDED SHEET NUMBERS	

**GENERAL NOTES**

- APPROVAL OF THESE PLANS BY THE CITY ENGINEER DOES NOT AUTHORIZE ANY WORK TO BE PERFORMED UNTIL A NOTICE HAS BEEN ISSUED.
- THE APPROVAL OF THIS PLAN OR ISSUANCE OF A PERMIT BY THE CITY OF LEMON GROVE DOES NOT AUTHORIZE THE CONTRACTOR TO VIOLATE ANY FEDERAL, STATE OR CITY LAWS, ORDINANCES, REGULATIONS, OR POLICIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SURVEY MONUMENTS AND/OR VERTICAL CONTROL BENCHMARKS WHICH ARE DISTURBED OR DESTROYED BY CONSTRUCTION, A LAND SURVEYOR MUST FIELD LOCATE, REFERENCE, AND/OR PRESERVE ALL HISTORICAL OR CONTROLLING MONUMENTS PRIOR TO ANY EARTHWORK. IF DESTROYED, A LAND SURVEYOR SHALL REPLACE SUCH MONUMENTS WITH APPROPRIATE MONUMENTS; A CORNER RECORD OF SURVEY, AS APPROPRIATE, SHALL BE FILLED AS REQUIRED BY THE PROFESSIONAL LAND SURVEYORS ACT. IF ANY VERTICAL CONTROL IS TO BE DISTURBED OR DESTROYED, THE CITY OF LEMON GROVE ENGINEERING DIVISION MUST BE NOTIFIED, IN WRITING, AT LEAST 2 DAYS PRIOR TO CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPLACING ANY VERTICAL CONTROL BENCHMARKS DESTROYED BY THE CONSTRUCTION AT THEIR OWN EXPENSE.
- THE CONTRACTOR SHALL CONTACT THE UNDERGROUND SERVICE ALERT AT 1-800-422-4133 AT LEAST 48 HOURS PRIOR TO EXCAVATING TO VERIFY THE LOCATIONS OF UNDERGROUND FACILITIES OF THE FOLLOWING UTILITIES:  

LEMON GROVE SANITATION DISTRICT	1-619-825-3810
COX CABLE	1-619-263-9251
SAN DIEGO GAS AND ELECTRIC	1-619-699-1039
AT&T	1-619-266-4680
HELIX WATER DISTRICT	1-619-596-3860

A DIG ALERT (811) IDENTIFICATION NUMBER MUST BE ISSUED BEFORE A "PERMIT TO EXCAVATE" IS VALID PER GOVERNMENT CODE SECTION 4216/4217.
- PRECISE LOCATIONS/ELEVATIONS OF THE EXISTING UNDERGROUND UTILITIES ARE NOT KNOWN. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAKING EXPLORATIONS TO LOCATE ALL UTILITIES AND SUBSTRUCTURES WHETHER SHOWN ON THE PLANS OR NOT AS FIRST ORDER OF WORK AND TO PROTECT THEM FROM ANY DAMAGE PRIOR TO AND DURING CONSTRUCTION. THE EXPENSE OF REPAIR OR REPLACEMENT OF SAID UTILITIES AND SUBSTRUCTURES SHALL BE BORNE BY THE CONTRACTOR. THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AUTHORIZED REPRESENTATIVE OF ANY POTENTIAL CONFLICTS SUFFICIENTLY IN TIME FOR DESIGN CHANGES TO BE REVIEWED AND APPROVED. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION ACCORDING TO THESE PLANS. THE CITY'S PUBLIC WORKS DEPARTMENT AUTHORIZED REPRESENTATIVE SHALL BE CONTACTED PRIOR TO CHANGES OR ADDITIONS DURING THE PROGRESS OF CONSTRUCTION OR IF THERE IS A MISUNDERSTANDING OF THESE PLANS AND AN INTERPRETATION IS NEEDED.
- CONTRACTOR TO POTHOLE EXISTING GAS LINES AND WATER LINES AT LOCATIONS SHOWN ON THE PLANS PRIOR TO EXCAVATION AND REPORT RESULTS TO THE CITY INSPECTOR.
- ALL PUBLIC IMPROVEMENTS SHOWN ON THESE IMPROVEMENT PLANS SHALL BE CONSTRUCTED TO THE SATISFACTION OF THE CITY ENGINEER PRIOR TO ACCEPTANCE BY THE CITY.
- ALL OPERATIONS CONDUCTED ON THE PROJECT SITE, INCLUDING THE WARMING UP, REPAIR, ARRIVAL, DEPARTURE OR RUNNING OF ANY EQUIPMENT SHALL BE LIMITED TO THE HOURS OF 7:30 A.M. TO 4:30 P.M. OR AS APPROVED BY THE CITY PUBLIC WORKS DEPT., MONDAY THRU FRIDAY. NO WORK SHALL BE PERFORMED SATURDAY, SUNDAY, OR HOLIDAYS UNLESS OTHERWISE APPROVED.
- ALL TRENCH EXCAVATION AND BACKFILL IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE REQUIREMENTS OF THE CITY'S EXCAVATION ORDINANCE, MUNICIPAL CODE SECTION 18.08.
- THE CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH GENERAL ENGINEERING STANDARDS AND THE PROJECT PLANS AND SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION, RELOCATION OR REPLACEMENT OF ALL STRIPING, SIGNING, OR TRAFFIC DETECTION LOOPS AS REQUIRED BY THE CITY ENGINEER.
- DUST CONTROL MEASURES, SUCH AS PERIODIC WETTING DOWN OF THE BARE AND EXPOSED AREAS, SHALL BE UTILIZED AT ALL TIME DURING CONSTRUCTION TO THE SATISFACTION OF THE PUBLIC WORKS DIRECTOR.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE ADJOINING PUBLIC STREETS AND RIGHT-OF-WAY IN A CLEAN AND DUST FREE CONDITION WITHIN THE REQUIREMENTS OF THE CITY MUNICIPAL CODE SECTION.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OPERATIONS OF THIS PROJECT.

**ABBREVIATIONS**

ABBREVIATION	MEANING
ACP	ASBESTOS CEMENT PIPE
EX	EXISTING
E	INVERT ELEVATION
OFF	OFFSET
OG	ORIGINAL GROUND
PH	POTHOLE
TP	TOP OF PIPE
STA	STATION
STL	STEEL
ROP	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE

**GENERAL NOTES (CONTINUED)**

- THE PERMIT MUST BE OBTAINED FROM THE LEMON GROVE FIRE DEPARTMENT PRIOR TO ANY BLASTING. CITY PERMITS ARE REQUIRED PRIOR TO ANY STORAGE OF HAZARDOUS MATERIALS OR ANY OTHER ENCROACHMENTS.
- THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUALLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER, THE ENGINEER, THE CITY, AND ITS AGENTS HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT EXCEPT FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, ENGINEER, OR CITY.
- EROSION CONTROL, INCLUDING GRAVEL BAGS, SHALL BE PROVIDED TO CONTAIN SEDIMENT AND SILT WITHIN THE PROJECT. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MAINTAINING ALL EROSION CONTROL FACILITIES THROUGHOUT THE DEVELOPMENT OF THE PROJECT IN ACCORDANCE WITH THE PROJECT'S EROSION CONTROL PLANS. THE CONTRACTOR SHALL REIMBURSE THE CITY FOR ANY PENALTIES OR FINES LEVIED AGAINST IT AS A RESULT OF NON-COMPLIANCE WITH PROJECT EROSION CONTROL PLANS.
- A TRAFFIC CONTROL PLAN SHALL BE IMPLEMENTED PER THE SAN DIEGO REGIONAL STANDARD DRAWINGS (SDRSD) 1C-09 A MINIMUM OF 10 WORKING DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. TRAFFIC CONTROL SHALL BE IMPLEMENTED BEFORE ANY WORK IS STARTED.
- THE CONTRACTOR SHALL CONFINE OPERATIONS TO THE AREAS SHOWN UNLESS SPECIAL ARRANGEMENTS ARE OTHERWISE MADE WITH INDIVIDUAL PROPERTY OWNERS. THE CONTRACTOR SHALL CONDUCT OPERATIONS IN ACCORDANCE WITH ANY OTHER PROVISIONS AND SHALL OBSERVE ANY RESTRICTIONS AS DIRECTED BY THE AGENCY'S AUTHORIZED REPRESENTATIVE CONCERNING WORK ON PRIVATE PROPERTY. THE CONTRACTOR SHALL PROVIDE THE CITY WITH ANY AGREEMENTS WITH PRIVATE INDIVIDUALS FOR USE OF THEIR RIGHT OF WAY.
- THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL PRIVATE DRIVEWAYS DURING CONSTRUCTION.
- IMPORTED MATERIAL SHALL BE OBTAINED FROM A LEGAL SITE. EXPORTED MATERIAL SHALL BE DELIVERED TO A LEGAL SITE.
- NOTWITHSTANDING THE MINIMUM STANDARDS SET FORTH IN THE CITY'S GRADING ORDINANCE AND THE APPROVAL OF THESE PLANS, THE CONTRACTOR IS RESPONSIBLE FOR THE PREVENTION OF DAMAGE TO ADJACENT PROPERTY. NO PERSON SHALL EXCAVATE ON LAND SO CLOSE TO THE PROPERTY LINE SO AS TO ENDANGER ANY SYSTEM, OR ANY OTHER PUBLIC OR PRIVATE PROPERTY WITHOUT SUPPORTING AND PROTECTING SUCH PROPERTY FROM SETTLING, CRACKING, EROSION, SLTING, SCOUR, OR OTHER DAMAGE WHICH MIGHT RESULT FROM THE WORK DESCRIBED ON THE PLAN. THE CITY WILL HOLD THE CONTRACTOR RESPONSIBLE FOR DAMAGE TO ADJACENT PROPERTY.
- ALL MATERIAL AND WORK SHALL CONFORM TO THE CURRENT EDITION OF THE SAN DIEGO REGIONAL STANDARD DRAWINGS (SDRSD), AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION. ALL SIGNING AND ROADWAY MARKING WORK SHALL CONFORM TO THE CURRENT EDITION OF THE SAN DIEGO REGIONAL STANDARD DRAWINGS (SDRSD), ALL WORK WITHIN THE CITY RIGHT OF WAY SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, CURRENT EDITION.
- SURFACE COURSE PAVING SHALL BE PERFORMED AT ONE TIME AS A LAST ORDER OF WORK AFTER ALL BASE COURSE PAVING IS COMPLETE UNLESS OTHERWISE APPROVED.
- CONTRACTOR SHALL IMPLEMENT AN EROSION AND SEDIMENT CONTROL PROGRAM DURING THE PROJECT GRADING AND/OR CONSTRUCTION ACTIVITIES. THE PROGRAM SHALL MEET ALL APPLICABLE REQUIREMENTS OF THE STATE WATER RESOURCE CONTROL BOARD AND THE CITY OF LEMON GROVE MUNICIPAL CODE AND STORM WATER STANDARDS.
- PRIOR TO ANY DISTURBANCE TO THE SITE, EXCLUDING UTILITY MARKOUTS AND SURVEYING, A PRE-CONSTRUCTION MEETING WILL BE HELD WITH THE CITY OF LEMON GROVE.
- A CAL/OSHA PERMIT IS REQUIRED FOR EXCAVATIONS DEEPER THAN 5' AND FOR SHORING AND/OR UNDERPINNING. CONTRACTOR TO PROVIDE A COPY OF OSHA PERMIT TO THE CITY.
- DEVIATIONS FOR THESE SIGNED PLANS WILL NOT BE ALLOWED UNLESS A CONSTRUCTION CHANGE IS APPROVED BY THE CITY ENGINEER OR THE CHANGE IS REQUIRED BY THE CITY INSPECTOR.
- AS-BUILT DRAWINGS MUST BE SUBMITTED TO THE CITY ENGINEER PRIOR TO ACCEPTANCE OF THIS PROJECT BY THE CITY OF LEMON GROVE.

**CITY OF LEMON GROVE NOTES**

- THE CITY SHALL HIRE A QUALIFIED BIOLOGIST TO PROVIDE A PRECONSTRUCTION SURVEY AND A REPORT ON RESULTS REGARDING EXISTING ACTIVE NESTS. THE BIOLOGIST SHALL PROVIDE CONSTRUCTION LIMITATION REQUIREMENTS IF NESTS ARE FOUND.
- THE CITY SHALL CONTACT A TRIBAL REPRESENTATIVE PRIOR TO CONSTRUCTION TO DETERMINE IF MONITORING OF GRADING ACTIVITIES IS REQUIRED.

**SEWER NOTES**

- FOR ALL SEWER PLANS: THE CONTRACTOR SHALL OBSERVE AND COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, CODES, ORDERS, AND REGULATIONS WHICH IN ANY MANNER AFFECT THE CONDUCT OF THE WORK, SPECIFICALLY AS IT RELATED TO SEWAGE SPILLS. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR PREVENTING SEWAGE SPILLS, FOR CONTAINING SEWAGE SPILLS, AND FOR RECOVERY AND LEGAL DISPOSAL OF ANY SPILLED SEWAGE, AND FOR ANY FINES, PENALTIES, CLAIMS AND LIABILITY ARISING FROM CAUSING A SEWAGE SPILL, AND FOR ANY VIOLATION OF ANY LAW, ORDINANCE, CODE, ORDER, OR REGULATION AS A RESULT OF THE SPILL(S).
- EACH LOT SHALL RECEIVE A 4-INCH SEWER HOUSE CONNECTION, UNLESS OTHERWISE INDICATED ON THE PLANS OR SPECIAL SPECIFICATIONS.
- LOCATE SEWER HOUSE CONNECTIONS OUT OF DRIVEWAYS AND A MINIMUM OF TEN FEET FROM TREES. THE SEWER HOUSE CONNECTIONS SHALL BE A MINIMUM OF 5 FEET DOWNHILL FROM THE WATER SERVICE.
- ALL HORIZONTAL SEPARATION DIMENSIONS SHOWN BETWEEN WATER AND SEWER MAINS SHALL BE MEASURED FROM THE NEAREST EDGE OF EACH PIPELINE PER STATE OF CALIFORNIA, DEPARTMENT OF HEALTH SERVICES, BASIC SEPARATION STANDARDS. MINIMUM SEPARATION BETWEEN WATER AND SEWER MAINS SHALL TO FOOT HORIZONTAL AND 1 FOOT VERTICAL.
- ALL PROPOSED PUBLIC SEWER FACILITY INSTALLATIONS SHALL BE CONSTRUCTED WITH MATERIAL CURRENTLY LISTED IN THE MOST CURRENT EDITION OF THE SAN DIEGO REGIONAL STANDARD DRAWINGS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS SECTION 13.12.180 AND ANY AMENDMENTS THERE TO.
- ALL EXISTING UNUSED SEWER LATERALS SHALL BE ABANDONED AND PLUGGED AT PROPERTY LINE BY CONTRACTOR, UPON VERIFICATION BY THE CITY.
- PRIOR TO CONNECTION TO ANY EXISTING SEWER LATERAL, IT SHALL BE CLOSED CIRCUIT TELEVISION INSPECTED WITHIN THE RIGHT OF WAY BY A CALIFORNIA LICENSED PLUMBING CONTRACTOR TO VERIFY LATERAL IS IN GOOD WORKING CONDITION AND FREE OF ALL DEBRIS.
- NO SHRUBS MORE THAN 3 FEET IN HEIGHT AT MATURITY OR TREES ALLOWED WITHIN 10 FEET OF ANY PUBLIC SEWER MAINS OR SEWER LATERALS. NO PRESSURIZED LANDSCAPE IRRIGATION MAINS ALLOWED WITHIN ANY SEWER EASEMENTS.
- FOR WORK INVOLVING CONNECTION TO EXISTING FACILITIES OR BYPASS PUMPING: PRIOR TO THE START OF CONSTRUCTION WHICH INVOLVES ANY EXISTING WASTEWATER FACILITIES, THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEVELOPING AND SUBMITTING TO THE CITY ENGINEER FOR REVIEW AND APPROVAL, A WASTEWATER FLOW DIVERSION PLAN IN COMPLIANCE WITH THE CITY OF LEMON GROVE'S POLICY OF "ZERO SPILLS" AT LEAST FIFTEEN WORKING DAYS PRIOR TO IMPLEMENTATION OF THE PLAN. THE DIVERSION PLAN SHALL INCLUDE AN EMERGENCY RESPONSE PLAN INDICATING THE PROCEDURES, EQUIPMENT, AND ACTIVITIES THAT WILL BE IMPLEMENTED IN THE EVENT OF AN EMERGENCY SHUTDOWN OR FAILURE OF THE FLOW DIVERSION EQUIPMENT. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF THE EMERGENCY PLAN IN ACCORDANCE WITH LEMON GROVE SANITATION DISTRICT'S SEWER SYSTEM MANAGEMENT PLAN (SSMP).
- SHOW DRAWING SUBMITTALS: PRIOR TO FABRICATION, SHOP DRAWINGS SHALL BE PREPARED BY THE CONTRACTOR. THE CONTRACTOR SHALL CERTIFY THAT THE SHOP DRAWINGS MEET THE INTENT OF THE SIGNED DESIGN PLANS AND SPECIFICATIONS. THE SHOP DRAWINGS SHALL THEN BE SUBMITTED TO THE CITY'S REPRESENTATIVE FOR A 2 (TWO) WEEK REVIEW PERIOD. ONCE THE SHOP DRAWINGS HAVE BEEN ACCEPTED BY THE CITY'S REPRESENTATIVE, THE MATERIALS MAY BE MANUFACTURED AT THE PLANT. REQUESTS FOR PLANT INSPECTIONS MUST BE MADE A MINIMUM OF 2 (TWO) WORKING DAYS PRIOR TO MANUFACTURING IF THE PLANT IS LOCATED IN THE SOUTHERN CALIFORNIA AREA. ALL PLANTS LOCATED OUTSIDE SOUTHERN CALIFORNIA MUST SCHEDULE INSPECTOR A MINIMUM OF 7 (SEVEN) WORKING DAYS PRIOR TO MANUFACTURING. REFER TO THE CURRENT EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, SECTION 4-1.3, FOR INSPECTION REQUIREMENTS. THE CONTRACTOR SHALL MAKE ALLOWANCE FOR THE REVIEW AND SCHEDULING PERIODS IN THE CONSTRUCTION SCHEDULE.

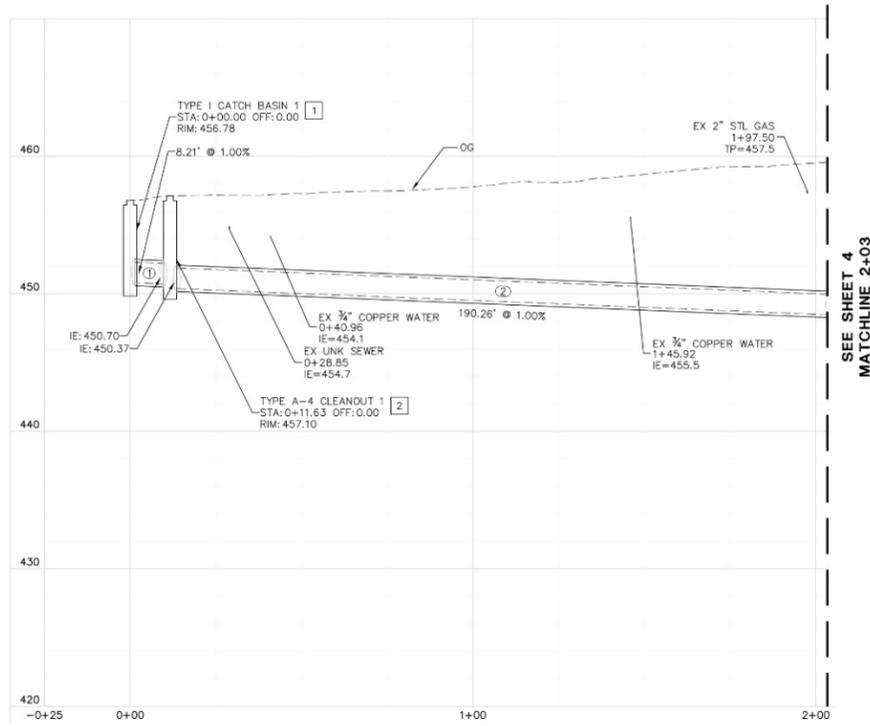
**HELIX WATER NOTES**

- CONSTRUCTION OF PUBLIC IMPROVEMENTS SHALL NOT START UNTIL HELIX WATER DISTRICT AND THE DEVELOPER HAVE EXECUTED THE CONSTRUCTION AGREEMENT AND A PRE-CONSTRUCTION MEETING HAS BEEN HELD IN ACCORDANCE WITH WAS SPECIFICATION 01000.
- THE HELIX WATER DISTRICT SHALL RECEIVE A CONSTRUCTION SCHEDULE FROM THE CONTRACTOR PRIOR TO START OF CONSTRUCTION IN ACCORDANCE WITH WAS SPECIFICATION 01000. WORK DONE WITHOUT HELIX WATER DISTRICT INSPECTION SHALL BE SUBJECT TO REMOVAL.
- THE CONTRACTOR SHALL POTHOLE ALL TIE-IN AND POTENTIAL CONFLICT LOCATIONS BEFORE PIPE INSTALLATION WITH WAS SPECIFICATIONS 01000 AND 15000. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE HELIX WATER DISTRICT'S ENGINEERING DEPARTMENT PRIOR TO PROCEEDING.
- ALL UNDERGROUND UTILITIES AND LATERALS SHALL BE INSTALLED BEFORE CONSTRUCTION OF CURBS, CONCRETE, CROSS GUTTERS, OR SURFACING OF STREETS.
- THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR RELOCATION OR ADJUSTMENT OF ANY NEW OR EXISTING WATER SERVICE APPURTENANCES, MANHOLES, GATE VALVE COVERS, OR METER BOXES TO NEW FINISH GRADE BY DISTRICT FORCES.
- THE CONTRACTOR SHALL KEEP AND MAINTAIN A SIGNED SET OF IMPROVEMENT PLANS ON-SITE PER WAS SPECIFICATIONS 01000. THE CONTRACTOR'S SUPERINTENDENT IS REQUIRED TO UPDATE SAID PLANS WITH "AS-BUILT" INFORMATION ON A DAILY BASIS AS WORK IS PERFORMED. FAILURE TO MAINTAIN FIELD AS-BUILTS ARE GROUNDS FOR JOB SHUTDOWN OR NO INSPECTIONS FOR THE DISTRICT UNTIL AS-BUILTS ARE CURRENT.
- CONSTRUCTION OF WATER FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH WAS SPECIFICATIONS, DRAWINGS, AND APPROVED MATERIALS LIST. ALL CONTRACTORS WORKING ON WATER PROJECTS WILL BE REQUIRED TO HAVE A CURRENT COPY OF THE WAS. THIS DOCUMENT MAY BE DOWNLOADED AT [WWW.SDMWAS.COM](http://WWW.SDMWAS.COM)
- THRUST BLOCK AREAS ARE BASED ON SOIL BEARING VALUES LISTED IN WAS DRAWING WT-01. SHOULD FIELD CONDITIONS INDICATE A LESSER SOIL BEARING CAPACITY THAN LISTED, THE SOILS ENGINEER OR CONTRACTOR SHALL NOTIFY THE HELIX WATER DISTRICT'S ENGINEERING DEPARTMENT BY WRITTEN DOCUMENTATION, PRIOR TO THE INSTALLATION OF THRUST BLOCKS.
- WATER LINES AND APPURTENANCES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THESE PLANS AND THE CURRENT APPROVED WATER AGENCIES' STANDARDS (WAS).
- DEVELOPMENT SHALL PAY A CHARGE PER OCCURRENCE PER HELIX WATER DISTRICT'S RULES AND REGULATIONS IF THEY, THEIR EMPLOYEES, AGENTS, OR ANY INDEPENDENT CONTRACTORS OR SUBCONTRACTORS USE WATER OTHER THAN THROUGH AN AUTHORIZED WATER METER OR CONSTRUCTION METER. DEVELOPER SHALL PAY A CHARGE PER OCCURRENCE FOR SAID USE. SAID PAYMENT MAY BE DEDUCTED FROM ANY DEPOSIT DEVELOPER HAS WITH HELIX WATER DISTRICT.

**HELIX WATER NOTES (CONTINUED)**

- NO PERSON, OTHER THAN AN EMPLOYEE OR AGENT OF THE HELIX WATER DISTRICT, SHALL HAVE A RIGHT TO OPERATE ANY PART OF A HELIX WATER DISTRICT WATER DISTRIBUTION SYSTEM PER WAS SPECIFICATION 01000. ANY PERSON WHO TAMPERS OR INTERFERES WITH ANY PART OR COMPONENT OF SAID SYSTEM, OR CAUSES OR PERMITS ANY ACT OF TAMPERING OR INTERFERING WITH THE SYSTEM, SHALL BE LIABLE FOR ANY INJURY OR DAMAGE CAUSED THEREBY OR RESULTING THEREFROM. A CHARGE PER OCCURRENCE WILL BE IMPOSED ON ANY PERSON OR COMPANY WHO OPERATES ANY PART OF THE HELIX WATER DISTRICT SYSTEM WITHOUT PROPER AUTHORIZATION.
- HELIX WATER DISTRICT WILL BE RESPONSIBLE TO MAKE SERVICE LATERAL AND PIPELINE WET TAPS AND CUT IN TEES AND CROSSES TO "LIVE" SYSTEMS IN ACCORDANCE WITH WAS SPECIFICATION 15000. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PHASES OF WORK NOT PERFORMED BY HELIX WATER DISTRICT; PROVIDE ALL THE MATERIALS, HAND AND MACHINE EXCAVATION, REMOVAL OF END CAPS AND THRUST BLOCKS, INSTALL THRUST/ANCHOR BLOCKS, MAKE CONNECTION TO EXISTING STUBS OR NEW PIPELINE, INSTALL GATE WELL, CASING, PAINT, AND WRAP FITTINGS, BACKFILL AND COMPACT TRENCH AREA, MAKE NECESSARY PAVING REPAIRS, AND ALL OTHER WORK TO COMPLETE INSTALLATION.
- UNLESS SHOWN ON THESE PLANS, PRIVATE WATER LINES AND OTHER PRIVATE UTILITIES (PROPOSED OR EXISTING) SHALL NOT RUN PARALLEL WITHIN A WATER LINE EASEMENT. PERPENDICULAR CROSSINGS ONLY SHALL BE PLACED IN A CASING AND SHALL BE SHOWN ON RECORD DRAWINGS. THE CASING SHALL BE CENTERED ON THE PUBLIC WATER MAIN AND ALL OTHER UTILITIES AT THE CROSSINGS. IN ADDITION, PRIVATE UTILITIES INSTALLED AFTER THE WATER FACILITIES THAT CROSS OR OTHERWISE DISTURB THE WATER FACILITY'S TRENCH LINE INCLUDING WATER MAINS, SERVICES AND APPURTENANCES, SHALL BE BACKFILLED WITH THE MATERIAL AS APPROVED PER WAS.
- THE CONTRACTOR SHALL INSTALL ANODES AT EACH WATER SERVICE LOCATION IN ACCORDANCE WITH WAS SPECIFICATION 13100 AND DRAWING WC-17. WHERE METER BOXES CANNOT BE INSTALLED PERPENDICULAR TO THE MAIN, TRACER, WIRE SHALL BE INSTALLED FROM THE MAIN TO THE METER BOX, AS DIRECTED BY DISTRICT INSPECTOR.
- WHERE FIRE HYDRANTS AND WATER APPURTENANCES ARE INSTALLED AT THE TOE OF A SLOPE, RETAINING WALLS SHALL BE INSTALLED (WAS DRAWING WM-03), AS DIRECTED BY DISTRICT INSPECTOR.
- CONTRACTOR IS TO COORDINATE THE APPROVAL OF THE LOCATION (AFTER STAKING) OF THE PROPOSED FIRE PROTECTION FACILITIES WITH THE FIRE DEPARTMENT OF JURISDICTION, PRIOR TO INSTALLATION OF THE FACILITIES.
- FOR WORK OVER EXISTING WATER FACILITIES, HEAVY EQUIPMENT (ABOVE H20 LOADING) SHALL NOT BE USED WHEN COVER THE WATER MAIN IS LESS THAN 36 INCHES THROUGH ALL PHASES OF CONSTRUCTION, INCLUDING THE REMOVAL, OVER EXCAVATION, AND/OR INSTALLATION OF PAVEMENT SECTIONS, WITHOUT THE WRITTEN APPROVAL OF HELIX WATER DISTRICT. FINAL STREET SUB-GRADE SHALL BE ESTABLISHED PRIOR TO EXCAVATION OF PIPELINE TRENCHES, AND MINIMUM COVER OVER ABOVE PIPE SHALL BE 24-INCHES FOR HYDROTESTING PER WAS SECTION 02223.
- COMMERCIAL/INDUSTRIAL PROPERTIES WITH MORE THAN 5000 SQUARE FEET OR IRRIGATED LANDSCAPE MUST HAVE SEPARATE WATER METER FOR LANDSCAPE PURPOSES. THIS POLICY DOES NOT APPLY TO SINGLE-FAMILY RESIDENTIAL CONNECTIONS OR CONNECTIONS USED TO SUPPLY WATER FOR COMMERCIAL PRODUCTION OF AGRICULTURAL CROPS OR LIVESTOCK. IRRIGATION METERS ARE SUBJECT TO ALL DISTRICT REQUIREMENTS AND FEES, UNLESS OTHERWISE APPROVED BY THE DISTRICT.
- ALL WATER FACILITIES SHALL BE INSTALLED PER HWD APPROVAL USING MATERIALS FROM APPROVED MATERIAL LIST AND WATER AGENCIES'S STANDARDS.
- ENROLL ALL NEW IRRIGATION METERS IN THE HELIX WATER BUDGET PROGRAM AND PROVIDED DOCUMENTATION OF IRRIGATED LANDSCAPE AREA AT THE TIME OF METER PURCHASE.
- ALL WATER SERVICE LATERALS, FIRE SERVICE LATERALS, FIRE HYDRANT ASSEMBLIES, BLOW-OFF LATERALS AND WATER MAINS THAT CROSS ANY BIO-RETENTION SWALE, MUST BE WITHIN HARDENED SURFACE (CONCRETE).
- ANY FINISHED SURFACE IMPROVEMENT OTHER THAN ASPHALT ABOVE THE PIPELINE OR UNDERGROUND FACILITY WILL REQUIRE AN ENCROACHMENT REMOVAL AGREEMENT. PERMEABLE FINISHED IMPROVEMENTS AND BIO-SWALES OR BIO-RETENTION BASINS ARE PROHIBITED OVER HELIX WATER DISTRICT WATER FACILITIES.
- TRENCH REPAIRS IS TO BE BY HELIX WATER DISTRICT TRENCH DETAIL OR THE CITY OR COUNTY TRENCH REPAIR DETAIL, WHICH IS MORE STRINGENT.

IMPROVEMENT PLANS FOR:				
MCKNIGHT DRIVE DRAINAGE IMPROVEMENTS				
GENERAL NOTES				
CITY OF LEMON GROVE, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT SHEET 2 OF 8 SHEETS				TM/TPM
FOR CITY ENGINEER*				
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	XXX			
AS-BUILTS				
CONTRACTOR				DATE STARTED
INSPECTOR				DATE COMPLETED
				XXXX



PROFILE: MCKNIGHT DR  
SCALE: 1"=20'

SEE SHEET 4  
MATCHLINE 2+03

STORM DRAIN DATA TABLE			
NO.	BEARING	LENGTH (FT)	REMARKS
①	S31° 39' 44"E	8.21	18" RCP
②	S1° 09' 54"W	190.26	18" RCP

STRUCTURE DATA TABLE			
NO.	NORTHING	EASTING	REMARKS
1	1847114.67	6318138.06	TYPE I CATCH BASIN (D-29)
2	1847104.26	6318142.35	TYPE A-4 CLEANOUT 1 (D-9)



PLAN: MCKNIGHT DR  
SCALE: 1"=20'

SEE SHEET 4  
MATCHLINE 2+03



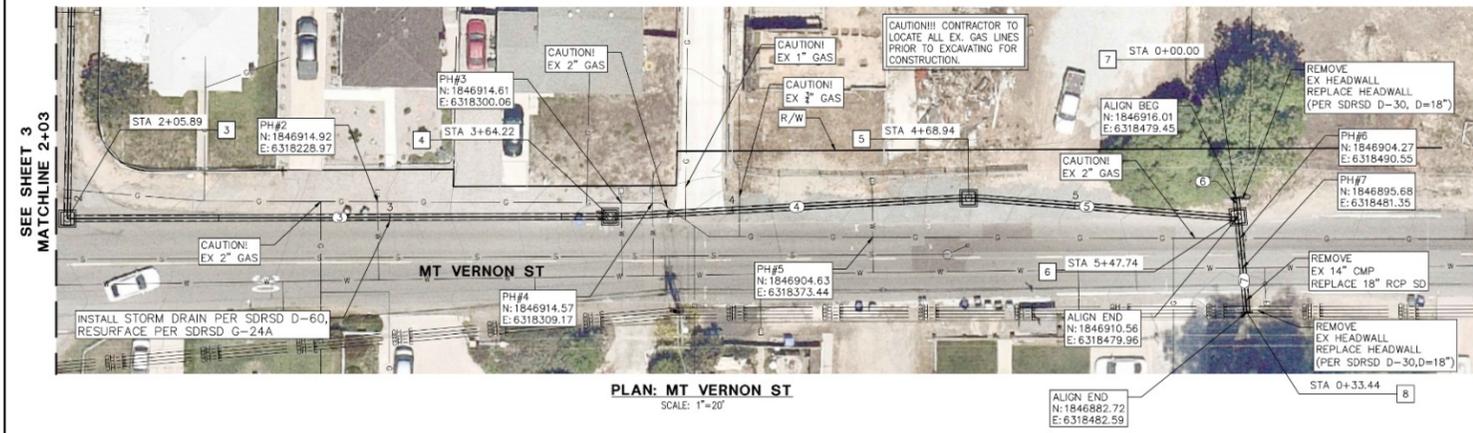
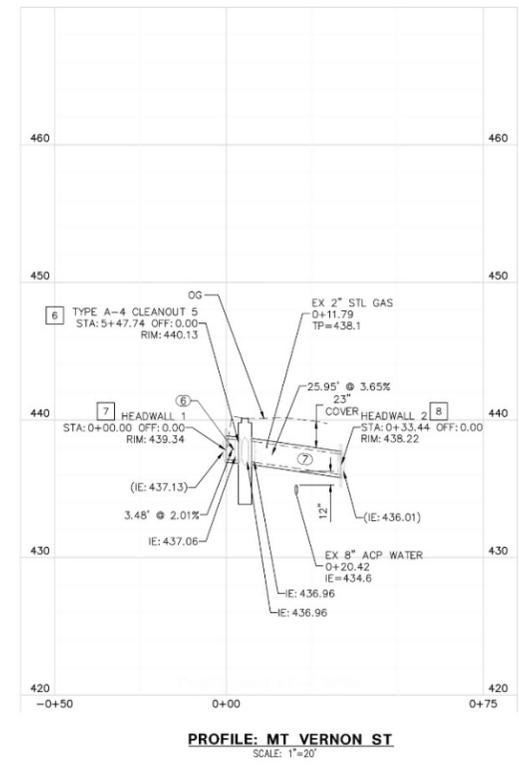
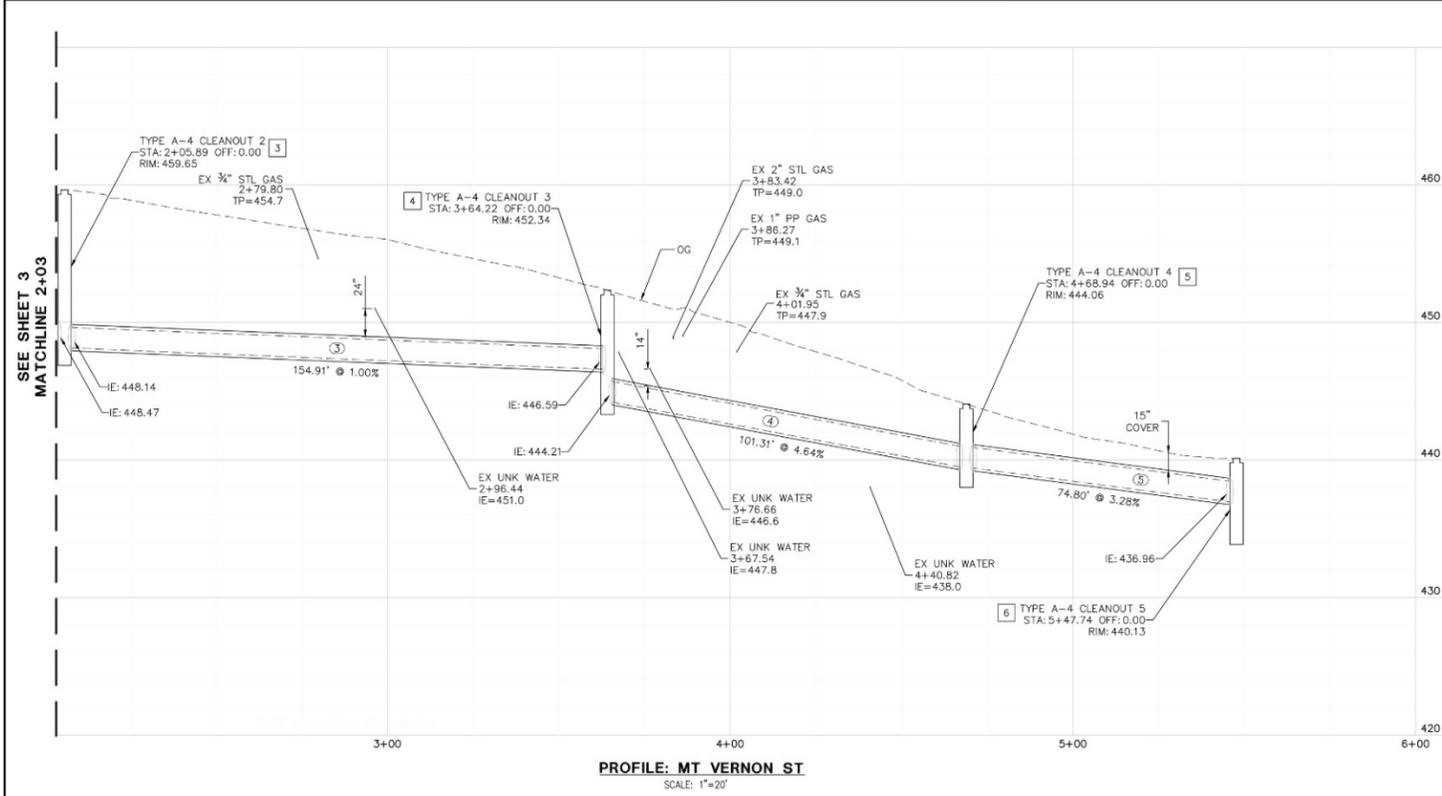
**IMPROVEMENT PLANS FOR:**  
**MCKNIGHT DRIVE DRAINAGE IMPROVEMENTS**

**STORM DRAIN PLAN AND PROFILE**

CITY OF LEMON GROVE, CALIFORNIA  
DEVELOPMENT SERVICES DEPARTMENT  
SHEET 3 OF 8 SHEETS

FOR CITY ENGINEER*	DATE	TM/TPM
DESCRIPTION	BY	APPROVED
DATE	DATE	FILMED
ORIGINAL	XXX	
AS-BUILTS		
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	XXXX

1846-6315  
NAD83 COORDINATES  
206-1755  
LAMBERT COORDINATES



STORM DRAIN DATA TABLE			
NO.	BEARING	LENGTH (FT)	REMARKS
③	N89° 46' 28"E	154.91	18" RCP
④	N86° 59' 51"E	101.31	18" RCP
⑤	S85° 40' 44"E	74.80	18" RCP (ENCASED PER SP-03)

STORM DRAIN DATA TABLE			
NO.	BEARING	LENGTH (FT)	REMARKS
⑥	S5° 20' 07"E	3.48	18" RCP (ENCASED PER SP-03)
⑦	S5° 20' 07"E	25.95	18" RCP (ENCASED PER SP-03)

STRUCTURE DATA TABLE			
NO.	NORTHING	EASTING	REMARKS
3	1846910.05	6318138.47	TYPE A-4 CLEANOUT (D-9)
4	1846910.66	6318296.80	TYPE A-4 CLEANOUT (D-9)
5	1846915.98	6318401.38	TYPE A-4 CLEANOUT (D-9)
6	1846910.56	6318479.96	TYPE A-4 CLEANOUT (D-9)

STRUCTURE DATA TABLE			
NO.	NORTHING	EASTING	REMARKS
7	1846916.01	6318479.45	HEADWALL (PER SDRSD D-30, D=18")
8	1846882.72	6318482.56	HEADWALL (PER SDRSD D-30, D=18")



**IMPROVEMENT PLANS FOR:**  
**MCKNIGHT DRIVE DRAINAGE IMPROVEMENTS**

**STORM DRAIN PLAN AND PROFILE**

CITY OF LEMON GROVE, CALIFORNIA  
DEVELOPMENT SERVICES DEPARTMENT  
SHEET 4 OF 8 SHEETS

FOR CITY ENGINEER*	DATE	TM/TPM
DESCRIPTION	BY	APPROVED
ORIGINAL	XXX	DATE
AS-BUILTS		DATE
CONTRACTOR	DATE STARTED	
INSPECTOR	DATE COMPLETED	XXXX

1846-6315  
NAD83 COORDINATES  
206-1755  
LAMBERT COORDINATES



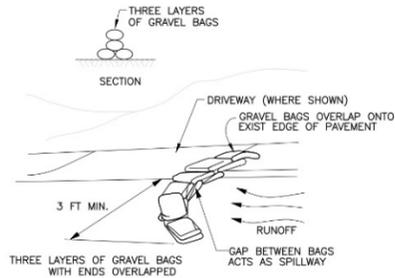
**MCKNIGHT DRIVE**  
SCALE: 1"=20'

**LEGEND**

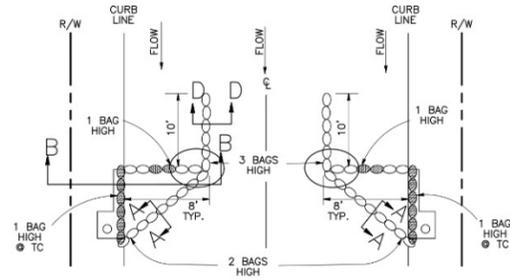
- GRAVEL BAGS (INLET/CULVERT PROTECTION)
- GRAVEL BAGS (CHEVRON)



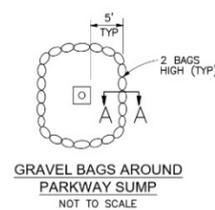
**MT VERNON ST**  
SCALE: 1"=20'



**GRAVEL BAG CHEVRON**  
NOT TO SCALE



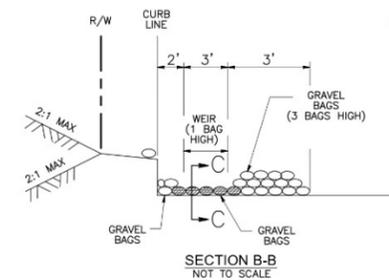
**GRAVEL BAGS AROUND INLETS ON GRADE**  
NOT TO SCALE



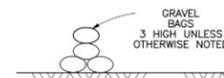
**GRAVEL BAGS AROUND PARKWAY SUMP**  
NOT TO SCALE



**SECTION A-A**  
NOT TO SCALE

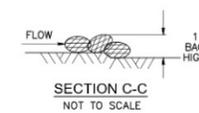


**SECTION B-B**  
NOT TO SCALE



NOTE:  
TOP ELEVATIONS OF GRAVEL BAGS  
SHALL BE EQUAL TO ADJACENT TOP  
OF CURB ELEVATION

**SECTION D-D**  
NOT TO SCALE



**SECTION C-C**  
NOT TO SCALE

**EROSION CONTROL PLANS FOR:  
MCKNIGHT DRIVE DRAINAGE IMPROVEMENTS**

CITY OF LEMON GROVE, CALIFORNIA DEVELOPMENT SERVICES DEPARTMENT SHEET 8 OF 8 SHEETS				TM/TPM
FOR CITY ENGINEER*	DATE	DATE	DATE	DATE
DESCRIPTION	BY	APPROVED	DATE	FILMED
ORIGINAL	XXX			
AS-BUILTS				
CONTRACTOR	DATE STARTED			
INSPECTOR	DATE COMPLETED			XXXX



## CITY OF LEMON GROVE

### CITY COUNCIL STAFF REPORT

**Item No. 5**

**Meeting Date:** August 4, 2020

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

**Department:** Public Works Department

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

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

**Item Title: Funding Request for a Drainage Project at 2441 McKnight Drive and Mt. Vernon Avenue**

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**Recommended Action:** Adopt a resolution approving a funding request for a drainage project at 2441 McKnight Drive and Mt. Vernon Avenue.

**Summary:** Staff investigated a complaint from the property owners of 2441 McKnight Drive regarding water ponding on the street and flooding their front, side and back yard. After performing a site inspection and researching existing City records, staff concluded that a portion of the flooding resides in a City owned drainage easement. Staff initiated further investigation with field survey and preliminary engineering design to create three options to eliminate the flooding issue on McKnight Drive. Staff recommends that the City Council allocated \$464,808 from the General Fund Reserve account to fund Alternative 3.

**Discussion:** In Winter 2019, staff received a street flooding complaint from the property owners of the residence located at 2441 McKnight Drive. Staff performed a site visit and walked the property with the property owners to learn more about their specific concerns. Staff informed the property owners that additional information will have to be researched to determine who is responsible to manage the drainage on their private property.

When staff receives any drainage concern it will typically perform a site inspection, research applicable maps, plans and drainage documents and come to a determination of ownership and eventual responsibility. In this instance, staff discovered information listed on Sheet 1 of Map No. 2339 (Attachment C) that stated in part, "that the Board of Supervisors has approved this map; has accepted on behalf of the public, McKnight Drive, portions of Massachusetts Avenue and Mount Vernon Street and drainage easement as dedicated on this map."

*Drainage Project 2441 McKnight Dr.  
August 4, 2020  
Page | 1*

With the decision of ownership confirmed as the City's drainage easement, the next step for City staff was to determine how it can best resolve the flooding issue at that specific location as well as mitigating any long term, downstream impacts to other property owners. At that point, the City's contract City Engineer performed survey and designed three alternatives for consideration (Attachment D-F). Each of the alternatives are listed in greater detail below:

1. Alternative 1: Collects flow within the parcels via inlets and reinforced concrete pipe. Then discharges the flow at the back of concrete wall partially down the concrete driveway.
  - a. *Pro*: The least expensive option and will collect flows at known drainage paths.
  - b. *Con*: Requires overland runoff across vacant lots and will require two additional easements.
  - c. *Preliminary Construction Cost (with 20% contingency)*: ~\$300,000
  
2. Alternative 2: Collects flow within the parcels via inlets and reinforced concrete pipe. Then discharges the flow at the culvert within the City's right-of-way.
  - a. *Pro*: Flow is no longer discharged to the parcel.
  - b. *Con*: More storm drain infrastructure is required and the storm drain from the concrete wall to the eventual outfall could be deep and more expensive. Two additional easements will be required.
  - c. *Preliminary Construction Cost (with 20% contingency)*: ~\$550,000
  
3. Alternative 3: Collects flow within the street via inlets and reinforced concrete pipe. Then discharges the flow at the culvert within the City's right-of-way.
  - a. *Pro*: No easements are anticipated. Limits the City's liability by containing all stormwater to City's right-of-way.
  - b. *Con*: May require a berm and driveway improvements to keep stormwater within the roadway and to direct stormwater to inlets.
  - c. *Preliminary Construction Cost (with 20% contingency)*: ~\$450,000

The fourth alternative that is also available, however, staff is not recommending it, is to do nothing at this time and evaluate the project at a future date. This option is not a viable option in staff's opinion because of the existing liability from inaction or postponement of action could increase the total value of a claim against the City for private property damages from a future flooding event.

Of the three remaining alternatives, staff's normal practice is to recommend the least expensive construction cost estimate. However, in this instance, additional consideration was warranted to include:

- What are the long term maintenance costs that the City will have pay?

*Drainage Project 2441 McKnight Dr.  
August 4, 2020  
Page | 2*

- How does the City access private property to maintenance drainage infrastructure?
- What is the impact to the City's general liability from owning a drainage facility in private property?
- Is there a potential cost to purchase at least two additional drainage easements with Alternatives 1 and 2?

Based on all of the information available at the time of this report, staff is recommending that the City Council select Alternative 3, which will move the flow of water into the City's right-of-way and allow the vacation of the drainage easement at 2441 McKnight Drive. While not the least expensive alternative, staff believes this option will provide a permanent solution that will be easily accessible, provide ample drainage from McKnight Drive, and avoid any future private property access concerns to maintain the City's drainage infrastructure.

Considering the final construction cost estimate for Alternative 3 is estimated to at least equal \$450,000, staff would like to also include additional costs to complete final design of the project and construction of the project. Staff recommends the following project budget:

<b>Description</b>	<b>Amount</b>
As Needed Survey	\$3,000
Drainage Design, Plans and Reports	\$9,000
Construction Costs	\$377,340
Construction Inspection	\$10,000
<b>Subtotal</b>	<b>\$387,340</b>
Contingency – 20%	\$77,468
<b>GRAND TOTAL</b>	<b>\$464,808</b>

If this project funding request is approved, staff will follow the schedule listed below:

- August 2020      Advertise a request for construction bids,
- September 2020    Receive response(s) to the request,
- October 2020      Recommend contract award to the City Council,
- November 2020    Begin construction,
- February 2021     Complete construction and close out the project, and
- March 2021        Accept the project as complete.



**RESOLUTION NO. 2020 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING A FUNDING REQUEST FOR A DRAINAGE REPAIR  
PROJECT AT 2441 MCKNIGHT DRIVE AND MT. VERNON AVENUE, LEMON  
GROVE, CA 91945**

**WHEREAS**, the City of Lemon Grove was notified of a flooding, drainage concern that required a field inspection and map, plans and document review;

**WHEREAS**, staff concluded that a portion of the flooded area was from a drainage easement that is the City's responsibility to maintain;

**WHEREAS**, various alternatives were designed with the preferred solution keeping the flow of water within the City's right-of-way;

**WHEREAS**, the drainage project is estimated to cost \$464,408. There are no funds programmed in the Fiscal year 2020-2021 Consolidated Budget and one-time funding request not to exceed \$464,808 from the General Fund Reserve account is necessary to fund the project costs;

**WHEREAS**, the City Council finds that this project is necessary to complete this project in order to maintain the safety of the public.

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

1. Approves the funding request for the drainage project at 2441 McKnight Drive and Mt. Vernon Avenue;
2. Allocates \$464,408 from the City's Reserve General Fund account for this project; and
3. Directs the City Manager or designee to manage all project documentation.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Racquel Vasquez, Mayor**

**Attest:**

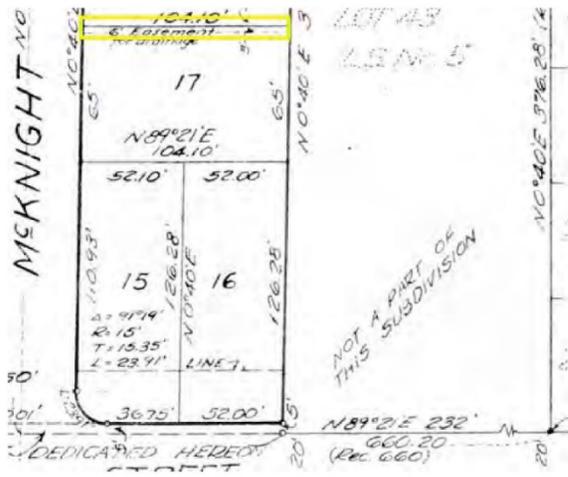
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**Shelley Chapel, MMC, City Clerk**

**Approved as to Form:**

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**Kristen Steinke, City Attorney**



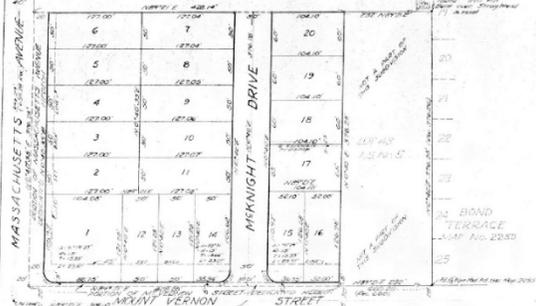
Drainage Project 2441 McKnight Dr.  
August 4, 2020  
Page | 7



# CASTEEL KNOLL

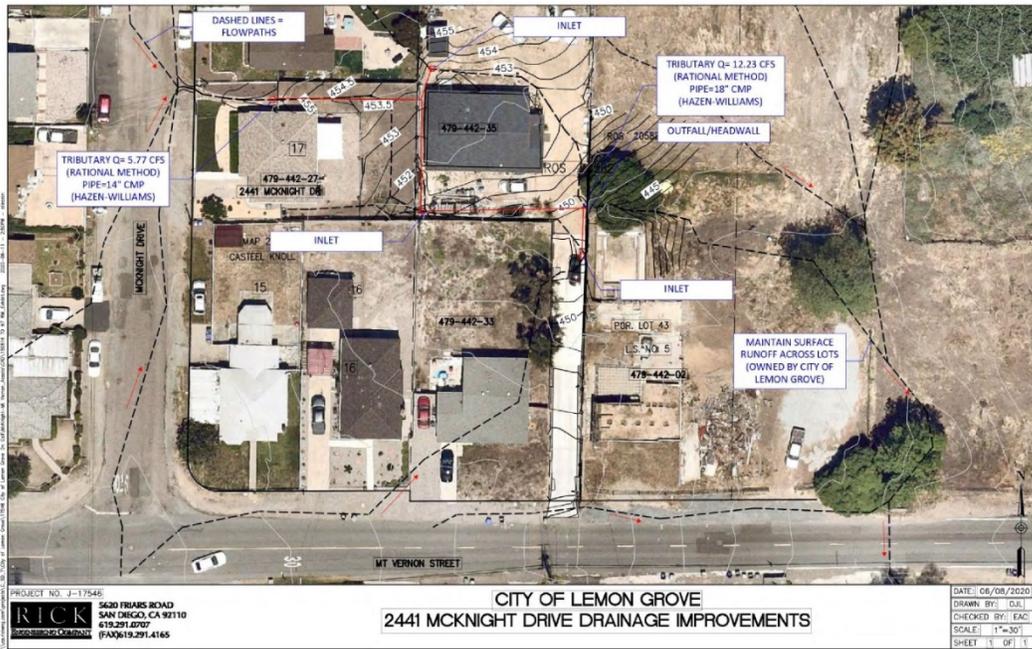
L.S. MAP No. 2  
LOT 43

LOT 44  
L.S. No. 5

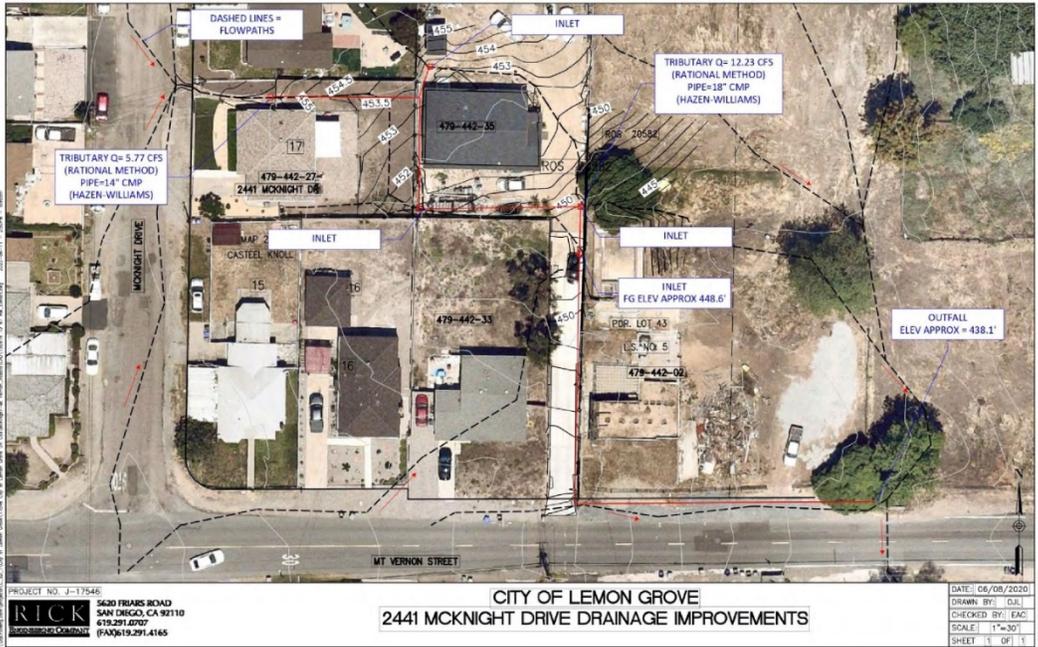


Scale 1" = 50'  
 Plans for drainage of lot shown  
 Street (12.5' x 20') according to  
 Map No. 2339  
 • Retention ponds shown  
 • Proposed access way. Plans per  
 City & Town of New Bedford  
 100' x 100' of concrete sidewalk shown in  
 plan

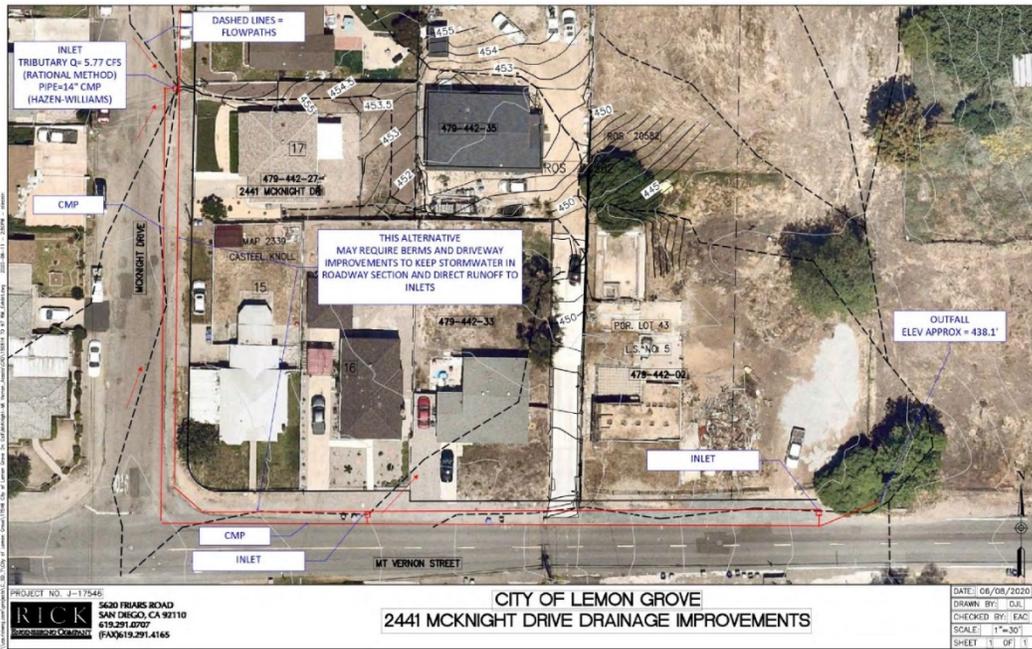
339



Drainage Project 2441 McKnight Dr.  
 August 4, 2020  
 Page | 10



Drainage Project 2441 McKnight Dr.  
August 4, 2020  
Page | 11



Drainage Project 2441 McKnight Dr.  
 August 4, 2020  
 Page | 12

**RESOLUTION NO. 2020 - 3761**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING A FUNDING REQUEST FOR A DRAINAGE REPAIR  
PROJECT AT 2441 MCKNIGHT DRIVE AND MT. VERNON AVENUE, LEMON  
GROVE, CA 91945**

**WHEREAS**, the City of Lemon Grove was notified of a flooding, drainage concern that required a field inspection and map, plans and document review;

**WHEREAS**, staff concluded that a portion of the flooded area was from a drainage easement that is the City's responsibility to maintain;

**WHEREAS**, various alternatives were designed with the preferred solution keeping the flow of water within the City's right-of-way;

**WHEREAS**, the drainage project is estimated to cost \$452,808. There are no funds programmed in the Fiscal year 2020-2021 Consolidated Budget and one-time funding request not to exceed \$452,808 from the General Fund Reserve account is necessary to fund the project costs;

**WHEREAS**, the City Council finds that this project is necessary to complete this project in order to maintain the safety of the public.

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

1. Approves the funding request for the drainage project at 2441 McKnight Drive and Mt. Vernon Avenue;
2. Allocates \$452,808 from the City's Reserve General Fund account for this project; and
3. Directs the City Manager or designee to manage all project documentation.

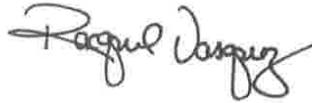
**PASSED AND ADOPTED** on August 4, 2020, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2020-3761, passed by the following vote:

**AYES:** VASQUEZ, MENDOZA, ARAMBULA, ALTAMIRANO, JONES

**NOES:** NONE.

**ABSENT:** NONE.

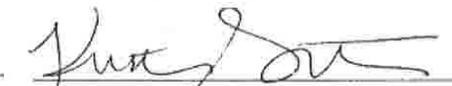
**ABSTAIN:** NONE.



**Racquel Vasquez, Mayor**

**Attest:**

**Approved as to Form:**

  
Shelley Chapel, MMC, City Clerk  
Kristen Stejnke, City Attorney



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.E

**Meeting Date:** April 6, 2021

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

**Department:** Public Works Department

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

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

**Item Title:** Purchase a City Vehicle

---

**Recommended Action:** Adopt a resolution approving the purchase of a 2020 Ford Fusion Hybrid SE from Penske Ford.

**Summary:** The Public Works Department manages the City's vehicle and equipment fleet. In keeping with the ongoing efforts to modernize the City's aging vehicle fleet, the Public Works Department identified the Code Enforcement Vehicle for replacement. The vehicle (**Attachment B**) is a 1998 Ford Ranger with 69,762 vehicles miles, 23 years of age, and has reached its maximum serviceable usage.

Rather than replace the truck with another truck, staff evaluated other types of vehicles to replace the truck that will be more energy efficient and have lower emission standards. Other benefits that the replacement vehicle should have include:

- Providing better fuel economy,
- Comply with future emission requirements,
- Accommodate up to four staff members,
- Reduce the City's carbon footprint, and
- Meet the City's goal to replace gasoline vehicles with hybrid and/or electric vehicles.

Staff concluded that a hybrid vehicle would successfully meet of the criteria listed above and searched local dealerships for a hybrid type of vehicle. Quotes were received from Perry Ford, El Cajon Ford, and Penske Ford (**Attachment C**) and prices were reviewed from the Downtown Sacramento Ford Fleet Sales, which is a statewide fleet contract with a cooperative purchasing clause. After receiving and reviewing the bids, the lowest cost amount that met the criteria for a replacement review was submitted from Penske Ford with a purchase price of \$24,317.75. If a new vehicle is purchased, staff will dispose of the 1998 Ford Ranger per the City's Purchase Ordinance and any revenue received from the disposal of the truck will be deposited into the City's General Reserve Fund.

Staff recommends that the City Council adopt a resolution approving the purchase of a 2020 Ford Fusion Hybrid SE from Penske Ford not to exceed a cost of \$24,317.75. |

**Environmental Review:**

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

**Fiscal Impact:** During the FY 2020-2021 mid-year budget process, \$36,000 was allocated to purchase a vehicle from Account No. 32-00-00-7670.

**Public Notification:** None.

**Staff Recommendation:** Adopt a resolution approving the purchase of a 2020 Ford Fusion Hybrid SE.

**Attachments:**

- Attachment A – Resolution
- Attachment B – Photograph of the 1998 Ford Ranger
- Attachment C – 2020 Ford Fusion Hybrid Bids Submitted

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING THE PURCHASE OF A 2020 FORD FUSION  
HYBRID SE**

**WHEREAS**, the Public Works Department manages the City's vehicle and equipment fleet and is responsible for all replacement recommendations as items reach their useful life cycle; and

**WHEREAS**, the 1998 Ford Ranger which service as the City's Code Enforcement Vehicle is 23 years old, has 69,762 miles, and has reached a point where the on-going maintenance no longer support it remaining in the City's fleet; and

**WHEREAS**, staff performed a search of local dealerships for a vehicle that will efficiently and effectively meet the needs of the City moving forward. A 2020 Ford Fusion Hybrid SE from Penske Ford was the lowest bid response that the City received; and

**WHEREAS**, it is in the best interest of the City, that the 2020 Ford Fusion Hybrid SE is purchased from Penske Ford to replace the 1998 Ford Ranger.

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

1. Approves the purchase contract with Penske Ford for the 2020 Ford Fusion Hybrid SE not to exceed \$24,371.75; and
2. Directs the City Manager, or her designee, to dispose of the 1998 Ford Ranger per the City's Purchasing Ordinance and place any funds received into the General Reserve Fund; and
3. Directs the City Manager, or her designee, to manage all purchase documentation.

***PASSED AND ADOPTED*** on April 6, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2021-\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, Deputy City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***





Date: 3/17/2021  
Salesperson: Mark Sourial  
Manager: Mark Sourial  
Customer ID #: 29073232253

FOR INTERNAL USE ONLY

<b>CUSTOMER</b>	<b>Thomas Bell</b>	Home Phone:
Address :	<b>3232 Main St Lemon Grove, CA 91945</b>	Work Phone :
E-Mail :	<b>tbell@lemongrove.ca.gov</b>	Cell Phone : <b>(619) 490-0017</b>

<b>VEHICLE</b>	Stock # : <b>LR189511L</b>	New / Used : <b>New</b>	VIN : <b>3FA6P0LU4LR189511</b>	Mileage: <b>2911</b>
	Vehicle : <b>2020 Ford Fusion Hybrid</b>	Color : <b>YZ/White</b>		
	Type : <b>SE 4dr Front-whP0L</b>			

Market Value Selling Price	28,995.00
Discount	2,280.00
Rebate	5,000.00
Adjusted Price	21,715.00
Doc Fee*	85.00
Tax	2,077.00
Vehicle License Fee*	175.00
Registration Fee *	62.00
CHP Fee*	27.00
License Plate*	1.00
County Fee*	7.00
Smog Abatement*	20.00
CA TIF*	110.00
Tire Fee*	8.75
DMV Electronic Fee*	30.00
Cash Deposit	.00
Balance	24,317.75





Date: 3/16/2021  
 Salesperson: Lisa Welch  
 Manager: Lisa Welch  
 Customer ID #: 29073232353

**FOR INTERNAL USE ONLY**

**CUSTOMER** Thomas Bell Home Phone: \_\_\_\_\_  
3232 Main St  
 Address: Lemon Grove, CA 91945 Work Phone: \_\_\_\_\_  
 E-Mail: tbell@lemongrove.ca.gov Cell Phone: (619) 490-0017

**VEHICLE**

Stock #: 00400018 New / Used: **New** VIN: 3FA6P0MU9LR113135 Mileage: 10  
 Vehicle: 2020 Ford Fusion Hybrid Color: WHITE PLATINUM  
 Type: SEL 4dr Front-w POM

Market Value Selling Price	33,220.00
Discounts/Incentives	5,500.00
Adjusted Price	27,720.00
Stargard	795.00
Glassco Lifetime Warranty	595.00
Total Purchase	29,110.00
Doc Fee	85.00
Tax	2,650.11
Non Tax Fees	473.75
Net Price	32,318.86
Cash Deposit	.00
Balance	32,318.86



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.F

**Meeting Date:** April 6, 2021

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

**Department:** Public Works Department

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

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

**Item Title:** Agreement to Purchase Fuel from the City of San Diego

---

**Recommended Action:** Adopt a resolution approving an agreement with the City of San Diego to purchase fuel.

**Summary:** On November 30, 2020, the City received formal notice from the Lemon Grove School District (LGSD) notifying the City that it intended to end fuel services to the City of Lemon Grove, including the Fire Department by March 31, 2021. City staff reached out to other public entities to collaborate with to purchase fuel. It was determined that the City of San Diego is the best option for the City moving forward. The proposed five (5) year agreement from the City of San Diego is now presented for the City's review and approval.

**Discussion:** In 2020, the City was notified by the LGSD that it would no longer provide fuel services to the City effective March 31, 2021. After staff received this notice, an assessment of nearby local and state government entities' operations yards that provide fuel was performed. That assessment produced the following list:

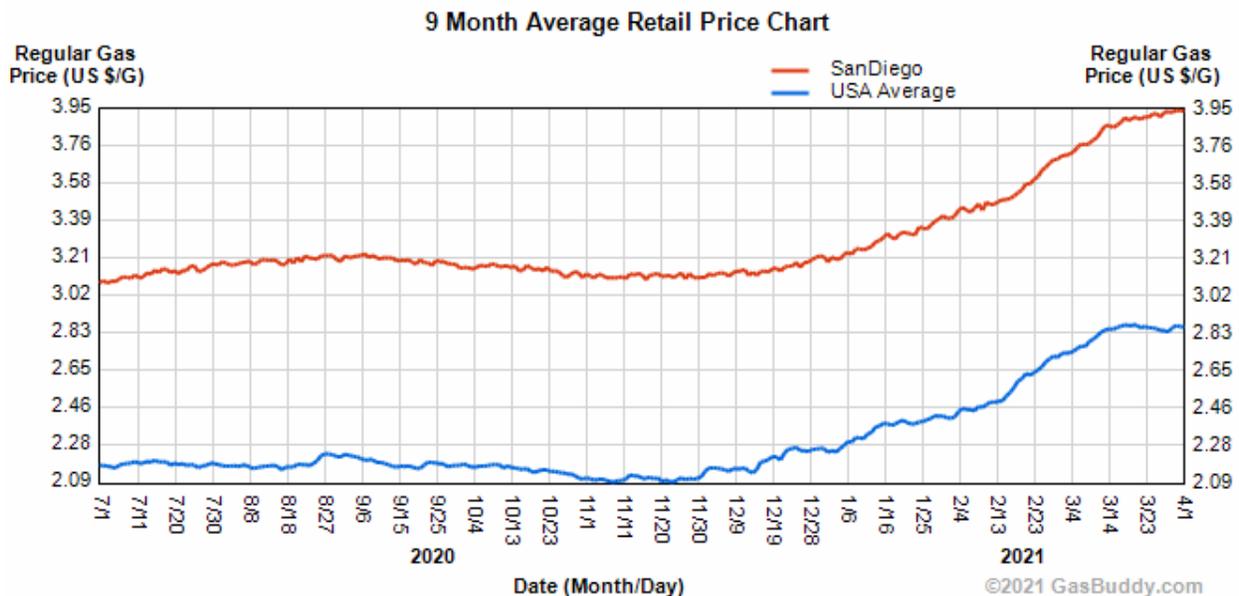
- City of San Diego – Chollas Operations Yard,
- County of San Diego – Rancho San Diego Operations Yard,
- Helix Water District – Operations Yard in El Cajon, and
- State of California – Department of Transportation.

Of the four (4) locations, the best location that would benefit the City was the City of San Diego – Chollas Operations Yard because it is the closest location to the City limits and it will still provide the same purchase price as the other locations. Regarding the purchase cost, staff learned during this process that the majority of the locations use the City of San Diego and/or County of San Diego's fuel purchase agreements through a cooperative purchase clause.

While referring to the City’s fuel usage and cost from November 2019 - October 2020, staff prepared the table (shown below) to compare how much the City spent on fuel when compared to how much the City would have spent if it had a partnership with the City of San Diego.

Type of Fuel	Gallons	LGSD Cost	Cost Per Gallon	SD Cost Per Gallon	Est. SD Cost	Difference
Total Unleaded	6,730.5	\$22,284.83	\$3.31	\$2.67	\$17,970.43	\$4,314.40
Total Diesel	7,353.2	\$24,799.39	\$3.37	\$2.84	\$20,883.08	\$3,916.30
<b>Total Savings</b>						<b>\$8,230.70</b>

Looking back in time, the estimated savings that the City would have realized equals \$8,200 per year. When looking forward there has been a significant increase in the cost per gallon from \$3.34 (October 2020) up to \$3.95 (April 1, 2021 – source GasBuddy.com) which is a 19% increase in cost. This agreement establishes a less expensive method for the City to procure fuel and will help the City avoid market fluctuations each year moving forward.



Based on the location and fuel cost savings, staff concluded that it is in the best interest of the City that the City Council adopt a resolution approving the fuel purchase agreement with the City of San Diego.

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.

**Staff Recommendation:** Adopt a resolution approving an agreement with the City of San Diego to purchase fuel.

**Attachments:**  
Attachment A – Resolution

**RESOLUTION NO. 2021 -**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING THE AGREEMENT TO PURCHASE FUEL FROM  
THE CITY OF SAN DIEGO**

**WHEREAS**, the City of Lemon Grove currently purchases fuel from the Lemon Grove School District (District); and

**WHEREAS**, in 2020, the District notified the City that it will no longer provide fuel to the City effective April 1, 2021; and

**WHEREAS**, the City evaluated nearby locations that could provide fuel to the City which included other local governments, the County of San Diego, the State of California, special districts, and the open fuel market; and

**WHEREAS**, staff concluded that the City of San Diego's Chollas Operations Yard will provide the closest location and a competitive fuel cost that will support the City's fueling needs moving forward; and

**WHEREAS**, it is in the best interest of the City, that a five year agreement with the City of San Diego to purchase fuel is approved.

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

1. Approves the five year agreement (Exhibit 1) with the City of San Diego to purchase fuel; and
2. Directs the City Manager, or her designee, to negotiate, execute and manage all agreement documents.

***PASSED AND ADOPTED*** on April 6, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. \_\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

---

***Racquel Vasquez, Mayor***

***Attest:***

---

***Audrey Malone, Deputy City Clerk***

***Approved as to Form:***

---

***Kristen Steinke, City Attorney***

CITY OF SAN DIEGO, FLEET OPERATIONS DEPARTMENT  
CITY OF LEMON GROVE  
MEMORANDUM OF AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 1<sup>st</sup> day of April 2021, by and between the City of San Diego, a municipal corporation ("CITY"), and the City of Lemon Grove, a municipal corporation ("CLG").

1. Purchase Agreement. The CITY agrees to sell to the CLG, and shall allow the CLG to purchase fuel at the CITY fuel site, Chollas Operations Yard fuel site, during the business hours of 6 a.m.-4 p.m., Monday through Friday.
  - a. Prices shall be at the CITY's current cost per gallon plus a surcharge to cover the cost associated with the fuel management.
  - b. The CITY makes no warranty or representation regarding the availability of fuel and reserves the right to restrict access to fuel or fueling facilities. However, the CITY will make reasonable efforts to supply fuel in emergency situations.
  - c. The CITY fuel site is located at:  
Chollas Operations Yard  
2740 Caminito Chollas  
San Diego, CA 92105
2. Term. The term of this agreement shall be five (5) years, April 1, 2021 through March 31, 2026. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
3. Duties of the Parties. The CITY shall comply with all applicable laws, codes, regulations, rules and orders applicable to goods and/or services to be provided hereunder ("Laws"). CITY's failure to comply with any laws shall constitute a material breach of this agreement. The CLG shall exercise reasonable care in using CITY equipment and accepts responsibility for repairs and liability for damage or loss made necessary by or resulting from any negligent act or omission of CLG personnel.

4. Administration. The CITY shall collect fuel consumption data from the first day of the month through the last day of the month. This data should include all fuel transactions, the quantity purchased, and price of product. The CITY will provide the fuel consumption data to CLG concurrent with the invoice submittal.

5. Invoices and Payment.

a. The CITY shall invoice CLG on a monthly basis (if applicable). The cost of fuel shall be the daily price per gallon Plus a 17 cents per gallon administrative fee. The administrative fee will be reassessed on a yearly basis and the updated fee will be applied beginning July 1<sup>st</sup> of each year of the Agreement.

b. The CLG shall reimburse the CITY on a monthly basis. Based upon the estimated fuel consumption data from CLG, CLG's fuel purchase dollar amount per fiscal year should not exceed \$50,000. Payment shall be made within thirty (30) calendar days from the approval of a properly submitted itemized invoice. Invoices shall be submitted to:

City of Lemon Grove  
Finance Department  
Kecia Carrasco - [kcarrasco@lemongrove.ca.gov](mailto:kcarrasco@lemongrove.ca.gov)  
Vivian Macias - [vmacias@lemongrove.ca.gov](mailto:vmacias@lemongrove.ca.gov)

6. Indemnity and Insurance.

a. Claims Arising from Sole Acts or Omissions of CLG. CLG hereby agrees to defend, indemnify, and hold harmless the CITY, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "CITY"), from any claim, action or proceeding against CITY, arising solely out of the acts or omissions of CLG in the performance of this Agreement. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve CLG of any obligation imposed by this Agreement. CITY shall notify CLG promptly of any claim, action or proceeding and cooperate fully in the defense.

b. Claims Arising from Sole Acts or Omissions of CITY. The CITY hereby agrees to defend, indemnify, and hold harmless the CLG, its elected officials, agents, officers and

employees (hereinafter collectively referred to in this paragraph as "CLG"), from any claim, action or proceeding against CLG, arising solely out of the acts or omissions of CITY in the performance of this Agreement. At its sole discretion, CLG may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the CITY of any obligation imposed by this Agreement. CLG shall notify CITY promptly of any claim, action or proceeding and cooperate fully in the defense.

- c. Claims Arising from Concurrent Acts or Omissions. The parties hereby agree to defend themselves from any claim, action or proceeding arising out of the concurrent acts or omissions of the parties. In such cases, parties agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph d. below.
  - d. Joint Defense and Reimbursement and Reallocation. Notwithstanding paragraph c. above, in cases where the parties agree in writing to a joint defense, the parties may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of parties. Joint defense counsel shall be selected by mutual agreement of parties. The parties further agree that neither party may bind the other to a settlement agreement without the written consent of both parties. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, the parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.
  - e. Insurance. Each party shall obtain at its own cost and expense, and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liabilities of such party hereunder. Policy limits shall in no way limit either party's indemnification obligations.
7. Audit. Pursuant to California Government Code section 8546.7, the parties acknowledge that every contract involving the expenditure

of public funds in excess of \$10,000 shall be subject to audit by the State Auditor. Additionally, the City of San Diego Auditor may, in his sole discretion, at no cost to the City, and for purposes of performing his responsibilities under Charter section 39.2, review CLG's records to confirm compliance with this Agreement. CLG shall make reasonable efforts to cooperate with the City Auditor's requests.

8. Contact. The City of Lemon Grove Department of Public Works contact coordinator shall be:

- a. Mike James, 619-825-3814, mjames@lemongrove.ca.gov.
- b. Tom Bell, 619-490-0017, tbell@lemongrove.ca.gov.

9. Amendment. This Agreement may only be amended by written mutual consent of both parties hereto.

10. City of San Diego's Mandatory Contract Terms

Contractor Certification of Compliance. By signing this Agreement, CLG certifies that CLG is aware of, and will comply with, these City-mandated clauses throughout the duration of the Agreement:

- a. CLG shall comply with the Equal Pay Ordinance codified in San Diego Municipal Code sections 22.4801 through 22.4809.

11. Counterparts. This Agreement may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

IN WITNESS WHEREOF, the Parties hereto approve and agree to the terms of this Agreement. This Agreement is executed by CITY and CLG acting by and through their authorized officers.

City of Lemon Grove

City of San Diego

\_\_\_\_\_  
Lydia Romero  
City Manager

\_\_\_\_\_  
Casey Smith  
Director of Fleet Operations

\_\_\_\_\_  
Date  
  
City of Lemon Grove  
City Manager's Department  
3232 Main Street  
Lemon Grove, CA 91945

\_\_\_\_\_  
Date  
  
City of San Diego  
Fleet Operations Department  
2740 Caminito Chollas  
San Diego, CA 92105

Approved as to form this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
MARA W. ELLIOTT, City Attorney

By: \_\_\_\_\_  
Deputy City Attorney

\_\_\_\_\_  
Print Name

CITY OF SAN DIEGO  
A Municipal Corporation

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

Name: \_\_\_\_\_

Title: Director, Purchasing & Contracting

Date: \_\_\_\_\_



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No. 2**

**Meeting Date:** April 6, 2021

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

**Department:** City Manager's Office

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

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

**Item Title:** Council Meeting Protocol

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**Recommended Action:** Discuss and approve a City Council policy on meeting protocols.

**Background and Discussion:** At the individual direction of the Mayor and several City Council Members, a request was made to have a City Council Meeting Protocols policy.

Staff reviewed several policies from other cities and created this draft policy for consideration, **(Attachment A)**.

**Environmental Review:**

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

**Fiscal Impact:** None

**Public Notification:** None

**Staff Recommendation:** Discuss and approve City Council Meeting Protocols Policy

**Attachment A:** City Council Meeting Protocols Policy

# CITY OF LEMON GROVE

## CITY COUNCIL POLICIES AND PROCEDURES

**SUBJECT:** RULES FOR THE CONDUCT OF CITY COUNCIL MEETINGS  
**EFFECTIVE DATE:** April 6, 2021  
**ORIGINATING DEPARTMENT:** CITY MANAGER

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### SECTION 1 - SCOPE

- 1.1 These rules shall establish the procedures for the conduct of all meetings of the City Council of the City of Lemon Grove. The purpose of these rules is to provide procedures consistent with the Ralph M. Brown Act, establish procedures which will be convenient for the public, be fair to all members of the City Council, and contribute to the orderly conduct of City business.
- 1.2 The provisions of these policies and procedures, insofar as they are substantially the same as provisions of existing ordinances relating to the same subject matter, shall be construed as restatements thereof and not as new enactments. Nothing contained in these policies and procedures shall be deemed to repeal any regulation or ordinance. Where conflict occurs between these policies and procedures and any other regulation or ordinance effective within the city, the regulation or ordinance shall apply.

### SECTION 2 - MEETINGS

- 2.1 Open to Public: All meetings of the City Council, whether regular or special, shall be open to the public, unless a closed session is scheduled as authorized by law.
- 2.2 Regular Meetings: The City Council shall conduct its regular meetings at the time and place established by ordinance, if specified by ordinance or resolution.
- 2.3 Review Status of Agenda at 10:00 p.m.: The City Council may review the agenda of the meeting being conducted at 9:00 p.m. to determine if it will be able to conclude its business by 10:00 p.m. on the same meeting. If, at 10:00 p.m., the City Council has not concluded its business, before continuing the meeting it shall review and discuss the status of the remaining agenda items and determine by majority vote whether to continue any remaining items to a date certain of a future regular or special meeting, adjourn the meeting to another date and time, or extend the meeting beyond 10:00 p.m. as needed.

### SECTION 3 - AGENDA CONTENTS

- 3.1 Description of Matters: All items of business to be discussed at a meeting of the City Council shall be briefly described on the agenda. The description of the item and the proposed action to be considered should be set forth as clearly as practical so that members of the public will know the nature of the action under review and consideration.

- 3.2 Limitation to Act on Only Items on the Agenda:** No action shall be taken by the City Council on any item not on the posted agenda, subject only to the exceptions listed below:
- a. Upon a majority determination that an "emergency situation" (as defined by State Law) exists; and
  - b. Upon a determination by a 4/5 vote of the City Council that there is a need to take immediate action and that the need to take the action came to the attention of City officials subsequent to posting of the agenda.
- 3.3 Change in Order of Business:** The Mayor or Presiding Officer may decide to take matters listed on the agenda out of the prescribed order unless a majority of members present object to this variation.
- 3.4 City Council Reports:** At each Regular City Council meeting, with a time limit of three (3) minutes, a Council Member has the opportunity to share with the Council and community any pertinent updates or information in regard to their appointments to outside agencies, and, upcoming events. These are non-action items.
- 3.5 City Manager Report:** These are updates on current City activities or reports on issues raised at previous Council meetings. These are non-action items.
- 3.6 Public Comment for items not on the agenda:** This refers to those matters not scheduled on the agenda where a member of the public wants to address a matter of importance to the City Council. Since the matter is not on the agenda, no action by Council can be taken. If two (2) members of Council so desires, the matter can be placed on the agenda of a future Council meeting for review and consideration.
- 3.7 Consent Calendar:** These are items of a routine or generally uncontested nature. Any member of the Council may request to have an item pulled from the consent calendar and acted on individually by the Council. Items pulled will be discussed after action is taken on the balance of the consent calendar. The Mayor shall decide if the items are heard before or after moving on to public hearing and other business items.
- 3.8 Public Hearings:** These are matters that are duly noticed and published in a newspaper of general circulation and where required by law, written notice is given to the affected residents who have the opportunity to speak in favor or against a matter or ask questions about the matter.
- 3.9 Reports to Council:** These are other matters of City business which are not appropriately placed on the consent calendar and do not require published notices and require Council action and direction.

## **SECTION 4. PROCEDURES FOR THE CONDUCT OF MEETINGS**

- 4.1 Role of the Mayor/Presiding Officer:**
- a. The Presiding Officer of the City Council, who shall be the Mayor or in the Mayor's

absence shall be the Mayor Pro Tempore, or in their absence any other designated member of the City Council, shall be responsible for maintaining the order and decorum of meetings. It shall be the duty and responsibility of the Presiding Officer to ensure that the rules of operation and decorum contained herein are observed. The Presiding Officer shall maintain control of communication between Council Members and between the Council, staff, and public.

**b. Communication with Council Members:**

1. Council Members should request the floor from the Presiding Officer before speaking.
2. When one member of the Council has the floor and is speaking, other Council Members shall not interrupt or otherwise disturb the speaker.
3. During both questions and discussion, when one Council Member has the floor, they are limited to five (5) minutes. After each Council Member that wishes to speak has done so, a Council Member may speak again for up to three (3) minutes.

**c. Communication with Members of the Public Addressing the Council**

1. The Mayor or Presiding Officer shall open the floor for public testimony as appropriate.
2. After a witness or subject matter expert has addressed the City Council during public comment, Council members may only ask questions of witnesses or subject matter experts. Such questions should be directed to the person through the Presiding Officer unless the Presiding Officer grants the Council Member permission to directly question the person.
3. Staff members, through the City Manager, shall be a resource to the City Council to answer questions arising during discussions between Council Members and between Council Members and members of the public. Communications in this regard shall be through the Presiding Officer.
4. Members of the public shall direct their questions and comments through the Presiding Officer.

**4.2 Debate:**

- a. The discussions and deliberations at meetings of the City Council are to secure the informed judgement of Council Members on proposals submitted for decision. This purpose is best served by the exchange of thought through discussion and debate.

Debate is regulated by these rules in order to assure every member a reasonable and equal opportunity to be heard.

**b. Obtaining the Floor for Debate:**

As soon as a debatable motion has been stated to the Council by the Mayor or Presiding Officer, any member of the Council has a right to discuss it after obtaining the floor. The member obtains the floor by seeking recognition from the Mayor or Presiding Officer. A member who has been recognized is entitled to be heard so long as he/she observes the rules of debate.

c. Speaking More Than Once:

To encourage the full participation of all members of the Council, no member or members shall be permitted to monopolize the discussion of the question. If a Council member has already spoken and other members wish to speak, the latter members should be recognized in preference to the member who has already spoken. However, if no other members seek recognition, the Mayor or Presiding Officer may recognize the member who has already spoken.

The time limits as discussed in 4.1 b.3 will apply.

d. Relevancy of Debate:

All discussion must be relevant to the motion before the City Council. A member is given the floor only for the purpose of discussing the pending question; discussion which departs is out of order. The Mayor or Presiding Officer should then direct the speaker to limit discussion to the question before the City Council.

A motion-its nature or consequences-may be attacked vigorously. But it is never permissible to attack the motives, character, or personality of a member either directly or by innuendo or implication. It is the duty of the Mayor or Presiding Officer instantly to stop any member who engages in personal attacks. It is the motion, not its proposer, that is the subject of debate. Meetings must discuss measures and ideas, not people.

Arguments, for or against a measure, should be stated as concisely as possible.

Debate must be fundamentally impersonal. All discussion is addressed to the Mayor or Presiding Officer and must never be directed to any individual.

e. Mayor's Duties During Debate:

The Mayor or Presiding Officer has the responsibility of controlling and expediting debate. A Council Member who has been recognized to speak on a question has a right to the undivided attention of the Council.

It is the duty of the Mayor or Presiding Officer to keep the subject clearly before the members, to rule out irrelevant discussion, and to restate the question whenever necessary.

## **SECTION 5. DECORUM**

**5.1 Council Members:** Members of the City Council value and recognize the importance of the

trust invested to them by the public to accomplish the business of the City. Council Members shall accord the utmost courtesy to each other, to City employees, and to the public appearing before the City Council.

- 5.2 City Employees:** Members of City staff shall observe the same rules of order and decorum applicable to the City Council. City staff shall act at all times in a business and professional manner towards Council Members and members of the public.
- 5.3 Public:** Members of the public attending City Council meetings shall observe the same rules of order and decorum applicable to the City Council.
- 5.4 Addressing Members of the Public and Staff:** In addressing the public and members of the City staff, Council Members will generally refer to persons as Mr., Mrs., or Ms., or a pronoun of their choice, followed by their surname.
- 5.5 Limit Deliberations to Item at Hand:** City Council will limit their comments to the subject matter, item or motion being currently considered by the Council.
- 5.6 Noise in the Chambers:** Noise emanating from the audience within the Council Chambers or lobby area, which disrupts City Council meetings, shall not be permitted.
- 5.7 Sergeant-at-Arms:** The Sheriff's Lieutenant, or his/her designated representative shall be ex-officio Sergeant-at-Arms of the City Council.

## **SECTION 6. VIOLATIONS OF PROCEDURES**

- 6.1** Nothing in these policies and procedures shall invalidate a properly noticed and acted upon action of the City Council in accordance with the Lemon Grove Municipal Code or State Law.

This policy shall remain in effect until modified by the City Council.

**APPROVED:**

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**RACQUEL VASQUEZ, MAYOR**



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No. 3**

**Meeting Date:** April 6, 2021

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

**Department:** Finance Department

**Staff Contact:** Molly Brennan, Administrative Services Director

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

**Item Title: Updated Investment Policy**

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### **Recommended Action:**

Adopt a resolution (**Attachment A**) approving the updated City of Lemon Grove Investment Policy.

### **Summary:**

The State of the California Government Code Section 53600 defines how public agencies are allowed to invest public monies. Each public agency is responsible for identifying how they will make investments in accordance with state law through a formally adopted Investment Policy. It is Lemon Grove's practice to review and update the City's Investment Policy annually at a public meeting. In this year's update, the City's Investment Policy has been expanded to include further details on scope, prudence, objectives, authority, ethics, authorized financial dealers, authorized investments, diversification, and internal controls.

### **Discussion:**

The previous Lemon Grove Investment Policy was two (2) pages long, whereas the new version is five (5) pages plus an appendix. **Attachment B** is a comparison of the two policies, referred to as a redlined version that shows the old policy in black and the additions in blue. Staff used guidance from the California Debt and Investment Advisory Commission and the California Revenue and Tax Association to expand the City's Investment Policy to achieve a comprehensive written policy in line with other local agency policies that have gone through certification programs.

The Lemon Grove Municipal Code Section 2.04.060.G states, "The City Manager shall retain the services of a finance director or person who has responsibility over City finances who shall also serve as the City's Treasurer." Under the City's current job titles, the

Administrative Services Director is the staff person with responsibility over City finances and therefore the staff member responsible for overseeing the investment of City funds.

For investment purposes, the City pools cash from the City, Roadway Lighting District, Sanitation District, and Successor Agency. Any interest earnings are allocated back to the appropriate entity and fund based on the portion of principal they provided.

The City of Lemon Grove's Investment Policy directs the City Treasurer to invest funds for safety, liquidity, and yield. These goals are established by California Government Code Section 53600.5 and remain unchanged from prior year's policies. The primary goal of safety is achieved by restricting allowable investment instruments to those with the lowest risk and limiting average maturity of the portfolio to less than five (5) years. Liquidity is achieved by structuring the portfolio so that cash for the next six (6) months of anticipated financial obligations is accessible within a few business days. The third and final goal is yield, or rate of return. Given the restrictions of prioritizing safety and liquidity, the City will strive to maximize investment earnings within those limitations. Investment interest income is one of the only revenue sources that does not come from our residents, our businesses, or businesses working within the City.

Section 8 of the policy, Authorized Investments, has been expanded to include investment vehicles allowed by state law that will improve the City's ability to achieve the third objective, yield. In City's previous policy, only the State of California Local Agency Investment Fund (LAIF) and Certificates of Deposits (CDs) were allowable investments. Due to the current economic conditions, interest rates are notably low. While interest rates are low across all investment instruments, LAIF and CD rates are lower than other safe options, such as U.S. Treasury bills and U.S. Agencies. By adding other safe investment options, the City will have more flexibility to respond to changing market conditions and will be able to improve our yield.

In addition to expanding authorized investment instruments, the updated policy increases the frequency of investment reporting to City Council. Since staff will have more investment options to leverage to create a diversified portfolio, it is more important to have frequent communications to City Council and the public about which of those options are being utilized. Therefore, staff will now provide quarterly investment reports at City Council meetings.

**Environmental Review:**

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

**Fiscal Impact:** Hopefully, by diversifying the City's investment portfolio, additional interest earnings will be generated.

**Public Notification:** N/A

**Staff Recommendation:**

Adopt a resolution (**Attachment A**) approving the updated City of Lemon Grove Investment Policy.

**Attachment:**

**Attachment A – Resolution & Investment Policy**

**Attachment B – Document Comparison/Redline Version of Investment Policy**

**RESOLUTION NO. 2021-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA, APPROVING THE CITY OF LEMON GROVE INVESTMENT  
POLICY FOR 2021**

**WHEREAS**, the City of Lemon Grove and its component units (the Lemon Grove Roadway Lighting District, the Lemon Grove Sanitation District, and the Lemon Grove Successor Agency) retain surplus funds for operational purposes; and

**WHEREAS**, it is prudent to invest these surplus funds in interest bearing investments; and

**WHEREAS**, the California Government Code Sections 53600-53686 allow municipal agencies to invest in various instruments; and

**WHEREAS**, the City Council desires to maximize the safety, liquidity, and yield of its investments; and

**WHEREAS**, the City Council has reviewed the Investment Policy (Exhibit 1) to assure the best financial plan for the City's surplus funds.

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

1. Approves the City of Lemon Grove Investment Policy (Exhibit 1); and
2. Directs the City Treasurer to make investments in accordance with said policy.

**PASSED AND ADOPTED** on April 6, 2021, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2021-\_\_\_\_\_, passed by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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**Racquel Vasquez, Mayor**

**Attest:**

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**Audrey Malone, Deputy City Clerk**

**Approved as to Form:**

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**Kristen Steinke, City Attorney**



# City of Lemon Grove Investment Policy

Adopted 2021

## 1 POLICY

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This policy is intended to provide guidelines for the prudent investment of City of Lemon Grove funds and to outline the policies for maximizing the efficiency of the City's cash management system. It is the policy of the City to invest public funds in a manner that will provide high investment return with the maximum security, while meeting the daily cash flow demands of the entity, and conforming to all state and local statutes governing the investment of public funds. The ultimate goal is to enhance the economic status of the City while safeguarding its assets. This policy is based upon state law, City ordinance, and prudent money management.

## 2 SCOPE

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This Investment Policy applies to all financial assets of the City of Lemon Grove, the Lemon Grove Roadway Lighting District, and the Lemon Grove Sanitation District, collectively referred to as the City. All City funds are accounted for in the City's Annual Financial Report. This Investment Policy does not cover employee deferred compensation plan investments, long-term debt proceeds and reserves held by a Trustee and invested pursuant to contractual agreement and bond indentures, or retirement investments held by a trustee (such as CalPERS).

It is the City's policy to pool all monetary instruments for investment purposes in order to maximize safety, ensure sufficient liquidity, attain best possible yield, and conform with all state and local statutes governing the investment of public funds.

## 3 PRUDENCE

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In accordance with California Government Code Section 53600.3, investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by City officials responsible for the investment of public funds shall be the "prudent investor" standard and shall be applied in the context of managing the overall city portfolio of funds. Investment officers acting in accordance with written procedures and the investment

policy and exercising due diligence shall be relieved of personal responsibility for an individual's security risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

It is the City's intent at the time of purchase to hold all investments until maturity in order to ensure the return of all invested principal. Staff anticipates market prices of securities purchased will vary depending on economic conditions, interest rate fluctuations, or individual security credit factors. Such temporary variations in market value will inevitably result in measurable unrealized gains or losses at any specific point in time.

## 4 INVESTMENT OBJECTIVES

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The cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City Treasurer to invest funds to the fullest extent possible. The overall investment objective is to enhance the economic condition of the City while insuring the safety of funds invested.

The three criteria for selecting investments, in order of priority are: safety, liquidity and yield. These are to be taken into consideration when making investment decisions in accordance with California Government Code Section 53600.5.

- ❖ **SAFETY:** Safety of principal is the primary objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. Safety of principal is threatened by credit risk and interest rate risk.
  - Credit risk is the risk of loss due to the failure of the security issuer or backer. The City will mitigate credit risk by prequalifying and continuously monitoring financial institutions with which it will do business and by careful scrutiny of the credit worthiness of the investment instruments, as well as the institutions. Such resources as FDIC bank ratings, Sheshunoff, Fitch, Moody's and Standard and Poor's rating services may be utilized for this review. The City will limit our investments to the safest types of securities and will diversify the portfolio so that potential losses on individual securities will be minimized.
  - Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in the general interest rates. The City will mitigate interest rate risk by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations to avoid the need to sell securities prior to maturity. In addition, the City will limit the average maturity of the portfolio to less than five years.
- ❖ **LIQUIDITY:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demand (static liquidity). Additionally, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).
- ❖ **YIELD (rate of return):** The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

## 5 DELEGATION OF AUTHORITY

---

The City Treasurer is responsible for investing public funds in accordance with the California Government Code, Sections 53601, 53607, and 53635. These responsibilities shall include the authority to open accounts with banks, brokers and dealers and to establish safekeeping accounts or other arrangements for the custody of securities and to execute such documents as may be necessary. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment function. Transactions shall be complete, valid, authorized and properly recorded.

The City Treasurer may propose amendments to the City's investment policy and procedures at any time in order to carry out the duties as chief investment officer for the City. Such amendments shall be reviewed by the City Manager and considered by the City Council at a public meeting.

All securities owned by the City shall be held in a safekeeping account with the financial institution in the name of the City and under City control at all times. All trades, where applicable, shall be executed by delivery to the City, including those purchased for the City by financial advisers, consultants, or managers by book entry, physical delivery, or by third-party custodial agreement. All security transactions shall be evidenced by safekeeping receipts.

## 6 ETHICS AND CONFLICTS OF INTERESTS

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Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Investment officials and Elected Officials must provide a public disclosure document to the State of California each year or when material interest in financial institutions or personal investment position(s) require it. Furthermore, Investment officials must refrain from undertaking personal investment transactions with the same individual(s) with whom business is conducted on behalf of the City.

## 7 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

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The City shall transact investment business only with authorized financial dealers and institutions defined under California Government Code Section 53601.5. These include an institution licensed by the State of California as a broker-dealer, as defined in Section 25004 of the California Corporations Code, or a member of a federally regulated securities exchange, a national or state-chartered bank, a savings association or federal association, or a brokerage firm designated as a primary government dealer by the Federal Reserve Bank. No public deposit shall be made except in a qualified public depository as established by the established state laws. All financial institutions and broker/dealers who desire to become bidders for investment transactions must supply the City with the following:

- Audited financial statements
- Proof of National Association of Security Dealers' certification
- Trading resolution

- Proof of California registration
- Certification of having read the City’s Investment Policy
- Résumé of employees who will be engaged in transactions with the City

A periodic review of the financial condition and registrations of qualified bidders shall be conducted by the City Treasurer. The City Treasurer shall review on a quarterly basis the LAIF report regarding its investments and the market value thereof and obtain and review the State Treasurer’s investment policy and annual audited financial report as it pertains to LAIF.

## 8 AUTHORIZED INVESTMENTS

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Sections 16429.1, 53601, 53601.1, 53601.7, 53635, and 53638 of the Government Code of the State of California set forth the investment vehicles available to local agencies. Section 53601, as now amended, provides that unless Section 53601 specifies a limitation on an investment’s maturity, no investments with maturities exceeding five years shall be made unless otherwise directed by City Council. The City is empowered by state statute and this City Council approved policy to invest in the following types of securities.

- A) STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF): LAIF is a diversified investment pool administered by the California State Treasurer, allowing the investment of funds through the Pooled Money Investment Account and subject to the State’s annual investment policy. Monies invested with LAIF are pooled with State monies in order to earn the maximum rate of return consistent with safe and prudent treasury management. Deposits in LAIF can be converted to cash within twenty-four hours or less with no penalty. Maximum investment, subject to state regulation, is currently \$75 million per account. Beyond the state’s dollar cap, there shall be no limitation as to the percentage of the portfolio invested in this category.
- B) CERTIFICATES OF DEPOSIT (CD’s): Timed CD’s shall meet the requirements for deposit under Government Code Section 53635 et. seq. The City Treasurer, for deposits up to \$250,000, may waive collateral requirements if the institution insures its deposits with the Federal Deposit Insurance Corporation (FDIC). Additionally, if funds are placed through a deposit placement service, the CD’s shall meet the requirements under Government Code Section 536601.8. CD’s shall make up a maximum of 30 percent of the investment portfolio.
- C) U.S. GOVERNMENT TREASURY BILLS, NOTES, & BONDS: United States securities are backed by the full faith and credit of the United States Government. There shall be no limitation as to the percentage of the portfolio invested in this category.
- D) U.S. AGENCIES: The purchase of instruments of, or issued by, a federal agency or a United States government-sponsored enterprise will be limited to a maximum of 75 percent of the total portfolio. Such agencies include, but are not limited to, the Federal Farm Credit Bank, Federal Home Loan Bank, Federal Home Loan Mortgage Corporation, Student Loan Marketing Association, Tennessee Valley Authority, and the Federal National Mortgage Corporation.
- E) LOCAL AGENCY BONDS: Bonds issued by a local agency, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency or by a department, board, agency, or authority of the local agency. Shall be rated in a rating category of “A” or its equivalent or better by a nationally recognized rating service. A maximum of 15 percent of the portfolio may be so invested.

- F) STATE OF CALIFORNIA OBLIGATIONS: Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state. Shall be rated in a rating category of "A" or its equivalent or better by a nationally recognized rating service. A maximum of 15 percent of the portfolio may be so invested.
- G) CALTRUST: A Joint Powers Authority (JPA) created by California public agencies to pool assets for investment purposes and governed by a Board of experienced local agency treasurers and investment officers. CalTRUST has five investment fund options depending on maturity goal which all comply with state statutes for investment of local agency dollars. Deposits in CalTRUST can be converted to cash within two days or less. A maximum of 60 percent of the portfolio may be so invested.
- H) OTHER: Investments that are, or may become, legal investments through the State of California Government Code, with prior approval of the City Council.

## 9 DIVERSIFICATION

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Diversification of the portfolio will be made in such a manner as to avoid incurring unreasonable risks and with the objectives of this policy at all times. No investment shall be made in a security that is prohibited by this policy or by Government Code 53601.6. Liquidity shall be maintained in such a manner that no less than 20 percent of the portfolio shall have a term of one year or less. The City's portfolio will not be directly invested in securities which mature more than five years from the date of purchase.

At the time of each investment, either by renewal or initial purchase, an analysis shall be made of the entire portfolio to ensure that the limit for that type of investment shall not be exceeded.

## 10 INTERNAL CONTROL

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The City Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft, or misuse. The City's portfolio is included in the annual review of the City's financial management performed by an independent outside audit firm.

## 11 REPORTING

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- A) The City Treasurer shall submit a quarterly investment report to the City Manager and City Council. The report shall list the information required by law (Section 53646) regarding all investments held. The report shall state whether the investments comply with the investment policy and whether the City will be able to meet its needs for cash for the next six months.
- B) The City Treasurer shall annually render a statement of investment policy to the City Council for consideration at a public meeting.
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**AGENCIES:** A debt security issued by a federal or federally sponsored agency. Federal agencies are backed by the full faith and credit of the U.S. Government. Federally sponsored agencies are backed by each particular agency with a market perception that there is an implicit government guarantee.

**AMORTIZED COST:** For investments purchased at a discount, amortized cost constitutes cost plus interest earned to date.

**ASKED:** The price at which securities are offered.

**BANKERS' ACCEPTANCE:** A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

**BASIS POINT:** A basis point equals one one-hundredth of 1% (.01%).

**BENCHMARK:** A comparative base of measuring the performance or risk tolerance of the investment portfolio. A benchmark should represent a close correlation to the level of risk and average duration of the portfolio's investments.

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**DEBENTURE:** A bond secured only by the general credit of the issuer.

**DISCOUNT:** The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original price shortly after sales is also considered to be at a discount.

**DISCOUNT SECURITIES:** Securities that are issued at a discount and redeemed at maturity for full face value, e.g., U.S. Treasury bills. Interest is received at maturity.

**DIVERSIFICATION:** Dividing investment funds among a variety of securities and financial institutions offering.

**FEDERAL CREDIT AGENCIES:** Agencies of the Federal government set up to supply credit to various classes of institutions and individuals, e.g., S&L's, small business firms, students, farmers, farm cooperatives, and exporters.

**FEDERAL FUNDS:** Non-interest bearing deposits held by member banks at the Federal Reserve.

**FEDERAL FUNDS RATE:** The rate of interest at which Federal funds are traded. This rate is currently pegged by the Federal Reserve through open-market operations.

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**FEDERAL HOME LOAN MORTGAGE CORPORATION (FHLMC):** A U.S. Corporation and instrumentality of the U.S. government. Through its purchases of conventional mortgages, it provides liquidity to the mortgage markets, much like FNMA. FHLMC's securities are highly liquid and widely accepted. FHLMC assumes and guarantees that all security holders will receive timely payment of principal and interest.

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**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

**LOCAL AGENCY INVESTMENT FUND (LAIF):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold at that particular point in time.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PAR VALUE:** The amount that will be realized upon maturity of an investment.

**PORTFOLIO:** Collection of securities held by the investor.

**PRIMARY DEALER:** A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight.

**PRIME RATE:** The rate at which banks lend to their best or "prime" customers.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price.

**REPURCHASE AGREEMENT:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the buyer for this. Dealers use repurchase agreements extensively to finance their positions.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held for protection.

**SECONDARY MARKET:** A market for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SETTLEMENT DATE:** The date on which a trade is cleared by delivery of securities against funds. This date may be the same as the trade date or later.

**SPREAD:** a) The yield or price difference between the bid and offer on an issue; b) The yield or price difference between different issues.

**TRADE DATE:** The date on which a transaction is initiated or entered into by the buyer or seller.

**TREASURY BILL:** A discount security issued by the U.S. Treasury to finance the national debt that matures from three months to one year.

**TREASURY BONDS:** Long-term U.S. Treasury securities having initial maturities of more than ten years.

**TREASURY NOTES:** Intermediate term U.S. Treasury securities having initial maturities of from one to ten years.

**WHEN-ISSUED TRADES:** Typically, there is a delay between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades “wi”, “when, as, and if issued.”

**YIELD:** The rate of annual income return on an investment, expressed as a percentage: (a) income yield is obtained by dividing the current dollar income by the current market price for the security; (b) net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the security.



# City of Lemon Grove Investment Policy

Adopted 2021

## 1 POLICY

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This policy is intended to provide guidelines for the prudent investment of ~~City of Lemon Grove surplus funds, those monies not immediately needed to pay demands against the City of Lemon Grove, the Lemon Grove Roadway Lighting District and the Lemon Grove Sanitation District (collectively referred to below as "City")~~ by vendors and other claimants and to outline the policies for maximizing the efficiency of the City's cash management system. It is the policy of the City to invest public funds in a manner that will provide high investment return with the maximum security, while meeting the daily cash flow demands of the entity, and conforming to all state and local statutes governing the investment of public funds. The ultimate goal is to enhance the economic status of the City while safeguarding its assets. This policy is based upon state law, City ordinance, and prudent money management.

## 2 SCOPE

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~~This policy applies to all funds under the control of the City Treasurer.~~ This Investment Policy applies to all financial assets of the City of Lemon Grove, the Lemon Grove Roadway Lighting District, and the Lemon Grove Sanitation District, collectively referred to as the City. ~~The funds~~ All City funds are accounted for in the City's Annual Financial Report and include all funds of the City. This Investment Policy does not cover employee deferred compensation plan investments, long-term debt proceeds and reserves held by a Trustee and invested pursuant to contractual agreement and bond indentures, or retirement investments held by a trustee (such as CalPERS).

It is the City's policy to pool all monetary instruments for investment purposes in order to maximize safety, ensure sufficient liquidity, attain best possible yield, and conform with all state and local statutes governing the investment of public funds.

## 3 PRUDENCE

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In accordance with California Government Code Section 53600.3, investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by City officials responsible for the investment of public funds shall be the “prudent investor” standard and shall be applied in the context of managing the overall city portfolio of funds. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual’s security risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

It is the City’s intent at the time of purchase to hold all investments until maturity in order to ensure the return of all invested principal. Staff anticipates market prices of securities purchased will vary depending on economic conditions, interest rate fluctuations, or individual security credit factors. Such temporary variations in market value will inevitably result in measurable unrealized gains or losses at any specific point in time.

## 4 INVESTMENT OBJECTIVES

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The cash management system is designed to accurately monitor and forecast expenditures and revenues, thus enabling the City Treasurer to invest funds to the fullest extent possible. The overall investment objective is to enhance the economic condition of the City while insuring the safety of funds invested.

The three criteria for selecting investments, in order of priority are: safety, liquidity and yield. These are to be taken into consideration when making investment decisions in accordance with California Government Code Section 53600.5.

- ❖ **SAFETY:** Safety of principal is the primary objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. **Safety of principal is threatened by credit risk and interest rate risk.**
  - Credit risk is the risk of loss due to the failure of the security issuer or backer. The City will mitigate credit risk by prequalifying and continuously monitoring financial institutions with which it will do business and by careful scrutiny of the credit worthiness of the investment instruments, as well as the institutions. Such resources as FDIC bank ratings, Sheshunoff, Fitch, Moody’s and Standard and Poor’s rating services may be utilized for this review. The City will limit our investments to the safest types of securities and will diversify the portfolio so that potential losses on individual securities will be minimized.
  - Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in the general interest rates. The City will mitigate interest rate risk by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations to avoid the need to sell securities prior to maturity. In addition, the City will limit the average maturity of the portfolio to less than five years.
- ❖ **LIQUIDITY:** ~~Liquidity is the secondary objective.~~ The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements that might be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demand (static liquidity). Additionally, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity).

- ❖ ~~YIELD (rate of return): Yield is the third objective. The highest yield possible shall be sought, provided that the basic criteria of safety and liquidity have been met. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.~~

## 5 DELEGATION OF AUTHORITY

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The City Treasurer is responsible for investing public funds in accordance with the California Government Code, Sections 53601, 53607, and 53635. These responsibilities shall include the authority to open accounts with banks, brokers and dealers and to establish safekeeping accounts or other arrangements for the custody of securities and to execute such documents as may be necessary. The City Treasurer has established a system of controls and a segregation of responsibilities of investment functions to assure maintenance of internal control over the investment function. Transactions shall be complete, valid, authorized and properly recorded.

The City Treasurer may propose amendments to the City's investment policy and procedures at any time in order to carry out the duties as chief investment officer for the City. Such amendments shall be reviewed by the City Manager and considered by the City Council at a public meeting.

All securities owned by the City shall be held in a safekeeping account with the financial institution in the name of the City and under City control at all times. All trades, where applicable, shall be executed by delivery to the City, including those purchased for the City by financial advisers, consultants, or managers by book entry, physical delivery, or by third-party custodial agreement. All security transactions shall be evidenced by safekeeping receipts.

## 6 ETHICS AND CONFLICTS OF INTERESTS

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Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Investment officials and Elected Officials must provide a public disclosure document to the State of California each year or when material interest in financial institutions or personal investment position(s) require it. Furthermore, Investment officials must refrain from undertaking personal investment transactions with the same individual(s) with whom business is conducted on behalf of the City.

## 7 AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

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The City shall transact investment business only with authorized financial dealers and institutions defined under California Government Code Section 53601.5. These include an institution licensed by the State of California as a broker-dealer, as defined in Section 25004 of the California Corporations Code, or a member of a federally regulated securities exchange, a national or state-chartered bank, a savings association or federal association, or a brokerage firm designated as a primary government dealer by the Federal Reserve Bank. No public deposit shall be made except in a qualified public depository as

established by the established state laws. All financial institutions and broker/dealers who desire to become bidders for investment transactions must supply the City with the following:

- Audited financial statements
- Proof of National Association of Security Dealers' certification
- Trading resolution
- Proof of California registration
- Certification of having read the City's Investment Policy
- Résumé of employees who will be engaged in transactions with the City

A periodic review of the financial condition and registrations of qualified bidders shall be conducted by the City Treasurer. The City Treasurer shall review on a quarterly basis the LAIF report regarding its investments and the market value thereof and obtain and review the State Treasurer's investment policy and annual audited financial report as it pertains to LAIF.

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Sections 16429.1, 53601, 53601.1, 53601.7, 53635, and 53638 of the Government Code of the State of California ~~permit the option of investing in various instruments set forth the investment vehicles available~~ to local agencies. Section 53601, as now amended, provides that unless Section 53601 specifies a limitation on an investment's maturity, no investments with maturities exceeding five years shall be made unless otherwise directed by City Council. The City is empowered by state statute and this City Council approved policy to invest in the following types of securities.

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**FEDERAL OPEN MARKET COMMITTEE (FOMC):** Consists of seven members of the Federal Reserve Board and five of the twelve Federal Reserve Bank Presidents. The Committee periodically meets to set Federal Reserve guidelines regarding purchases and sales of Government Securities in the open market as a means of influencing the volume of bank credit and money.

**FEDERAL RESERVE SYSTEM:** The central bank of the United States created by Congress and consisting of a seven-member Board of Governors in Washington, D.C., 12 Regional Banks and about 5,700 commercial banks that are members of the system.

**GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GNMA or Ginnie Mae):** Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loans associations and other institutions. Security holder is protected by full faith and credit of the U.S. Government.

**LIQUIDITY:** A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value.

**LOCAL AGENCY INVESTMENT FUND (LAIF):** The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment.

**MARKET VALUE:** The price at which a security is trading and could presumably be purchased or sold at that particular point in time.

**MASTER REPURCHASE AGREEMENT:** A written contract covering all future transactions between the parties to repurchase reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller borrower.

**MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.

**MONEY MARKET:** The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

**OPEN MARKET OPERATIONS:** Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank, as directed by the FOMC, in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

**PAR VALUE:** The amount that will be realized upon maturity of an investment.

**PORTFOLIO:** Collection of securities held by the investor.

**PRIMARY DEALER:** A group of government securities dealers that submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight.

**PRIME RATE:** The rate at which banks lend to their best or "prime" customers.

**RATE OF RETURN:** The yield obtainable on a security based on its purchase price or its current market price.

**REPURCHASE AGREEMENT:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate the buyer for this. Dealers use repurchase agreements extensively to finance their positions.

**SAFEKEEPING:** A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held for protection.

**SECONDARY MARKET:** A market for the purchase and sale of outstanding issues following the initial distribution.

**SECURITIES & EXCHANGE COMMISSION:** Agency created by Congress to protect investors in securities transactions by administering securities legislation.

**SETTLEMENT DATE:** The date on which a trade is cleared by delivery of securities against funds. This date may be the same as the trade date or later.

**SPREAD:** a) The yield or price difference between the bid and offer on an issue; b) The yield or price difference between different issues.

**TRADE DATE:** The date on which a transaction is initiated or entered into by the buyer or seller.

**TREASURY BILL:** A discount security issued by the U.S. Treasury to finance the national debt that matures from three months to one year.

**TREASURY BONDS:** Long-term U.S. Treasury securities having initial maturities of more than ten years.

**TREASURY NOTES:** Intermediate term U.S. Treasury securities having initial maturities of from one to ten years.

**WHEN-ISSUED TRADES:** Typically, there is a delay between the time a new bond is announced and sold, and the time when it is actually issued. During this interval, the security trades “wi”, “when, as, and if issued.”

**YIELD:** The rate of annual income return on an investment, expressed as a percentage: (a) income yield is obtained by dividing the current dollar income by the current market price for the security; (b) net yield or yield to maturity is the current income yield minus any premium above par or plus any discount from par in purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the security.



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 4

**Meeting Date:** April 6, 2021

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

**Department:** Finance Department

**Staff Contact:** Molly Brennan, Administrative Services Director

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

**Item Title:** General Fund Benchmarking & Forecast

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### **Recommended Action:**

Receive and file staff report.

### **Summary:**

In preparation for the upcoming fiscal year 2021-2022 (FY 21-22) budget discussion and adoption, it is important to take a step back to look at the bigger picture of the City's General Fund financial position. This report compares the City of Lemon Grove's General Fund finances to similar neighboring cities in revenue generation and expenditures. In FY 19-20 Lemon Grove received \$200 less per resident in General Fund revenue and spent at least \$200 less per resident than the next lowest city. Next, we will look forward to a forecast of the next five (5) years of Lemon Grove General Fund revenues and expenditures. Even if all capital equipment replacements and facility repairs continue to be deferred, the City is still facing a structural deficit.

### **Discussion:**

#### Benchmarking

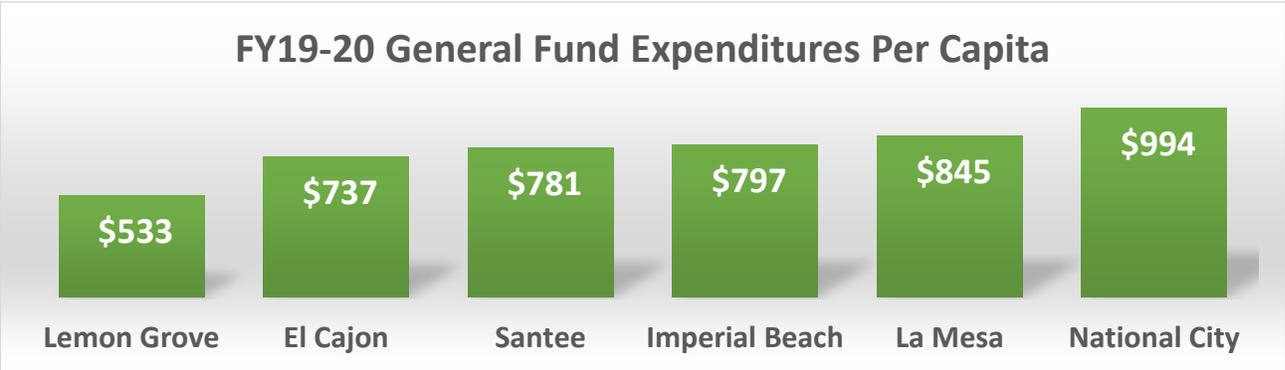
For the purposes of understanding how Lemon Grove's General Fund revenue and expenditures compare to neighboring cities with similar services, staff compiled the data in each City's FY 19-20 Annual Financial Reports. All of the information following is solely focused on General Fund finances. Staff used SANDAG's 2019 population estimates for each city, available on their data surfer website.

Looking at total dollar amounts is not useful, since each city is a different size. In order to compare apples to apples, it is valuable to look at the per capita revenue and expenditures by dividing the dollar totals by population. The bar graph below illustrates the FY 19-20 General Fund revenue per capita for each city.



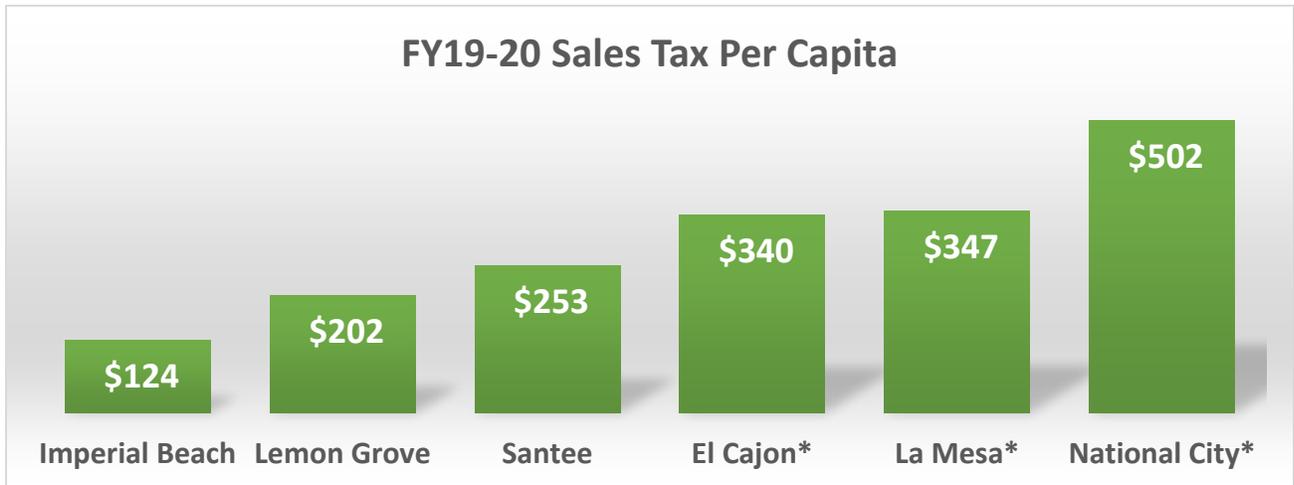
In FY 19-20 the City of Lemon Grove received \$200 less per resident than the next lowest revenue generator, El Cajon. If Lemon Grove received as much revenue per capita as El Cajon did in FY 19-20, that would have been \$5,445,000 more, or a 35% increase to General Fund revenue. Also of note, included in Lemon Grove’s total General Fund revenue for FY 19-20 is \$705,875 of one-time money for a code enforcement settlement. It is hard to know how much one-time money the comparison cities may have received for the same year, since that information is not listed in the Annual Financial Reports. If they did not receive any, then it is reasonable to say that Lemon Grove’s per capita revenue would be even lower in normal years when we do not receive large one-time receipts.

On the General Fund expenditure side, the per capita benchmark graph below looks very similar to the revenue graph. Lemon Grove spent over \$200 less per resident for General Fund services than the next lowest city, El Cajon.



In combination, these two bar graphs clearly show that Lemon Grove’s structural deficit is not caused by overpaying for services. In fact, Lemon Grove is providing our residents the most cost efficient services amongst the six cities in the benchmarking group. In addition, Lemon Grove has been cutting expenditures and deferring maintenance and equipment replacement to limit deficit spending and stay within our means. At the end of the day, Lemon Grove is unable to provide the same level of service as these comparison cities because we do not have the same level of revenue per resident.

A deeper dive into revenue sources demonstrates why the City of Lemon Grove receives significantly less in revenue than our neighboring cities. The majority of General Fund revenue for both Lemon Grove and the comparison cities comes from sales taxes and property taxes. The bar graph below shows the FY 19-20 sales tax revenue per capita.



The three cities with an asterisk by their names each have voter approved add-on transaction and use taxes. Each of the three transaction and use taxes are different rates; El Cajon’s is .5%, La Mesa’s is .75%, and National City’s is 1%. In their FY 19-20 Annual Financial Report, National City stated that the add-on sales tax generated \$11.8 million in revenue for them. That is an additional \$189 per resident.

Outside of the transactions and use tax, each city’s sales tax revenue is highly dependent on the quantity and types of businesses located within their jurisdiction. Santee benefits from a strong retail corridor with many big box stores that draw in spending from people who live outside of Santee (Home Depot, Lowes, Costco, Target, Kohl’s, etc.). National City has the Mile of Cars, an auto association with nine dealers that serves the greater region for vehicle sales.

As you can see in the chart, Lemon Grove receives \$202 per capita in sales tax, the second lowest among the comparison group. While it is necessary to show the data as per capita to make it a valid comparison, it can downplay the difference a little more revenue per resident can add up to. For example, Santee brought in \$51 per resident more in sales tax revenue in FY 19-20 than we did. If Lemon Grove had \$51 more per resident (\$51 x 27,208) that would have meant \$1,387,608 in additional revenue for that fiscal year.

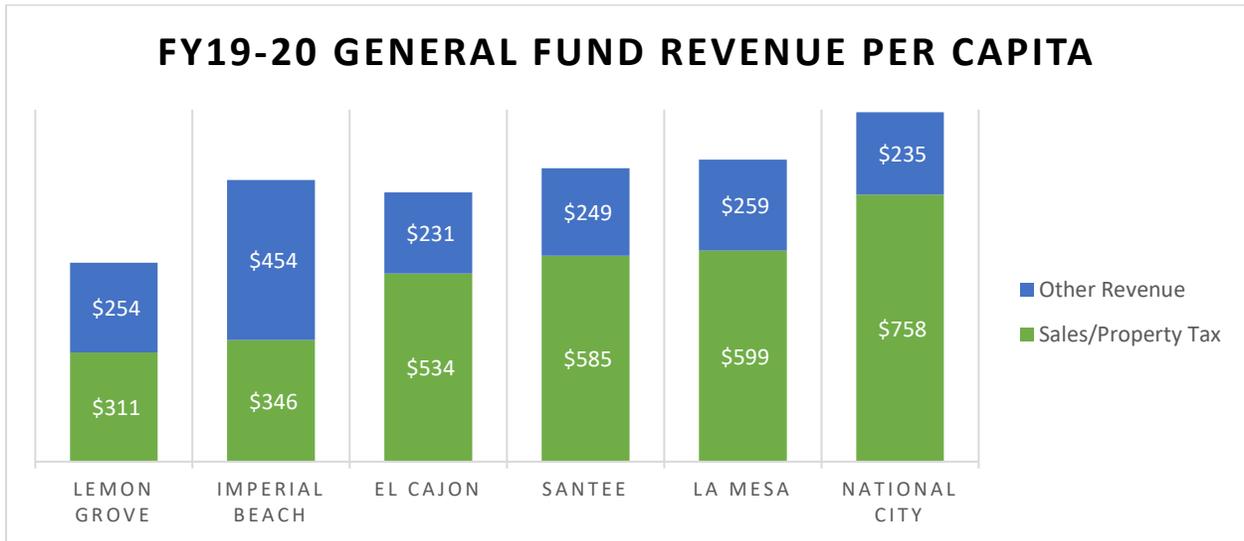


The bar graph above shows the FY 19-20 property tax revenue per capita. The Lemon Grove General Fund receives significantly less property tax revenue per capita than any of the comparison cities. Property tax revenue is mainly impacted by the assessed value of the property within the city. Property values in Lemon Grove are generally lower than surrounding areas and we have a smaller portion of commercial or industrial properties. Commercial properties are usually valued higher than residential, so more commercial means more property tax revenue.

In California, property tax revenue is also intertwined with the history of redevelopment agencies. In Lemon Grove, 24.4% of taxable assessed property values fall within the designated redevelopment area. The portion of property in the redevelopment area includes 92% of all commercial property values within the City. Since the dissolution of the Community Development Agency in 2012, all of that property tax revenue goes to the state, who distributes back to the City the amount needed to cover the operation of the Successor Agency. After all the pass through payments are made to other taxing entities, the City receives about 17% of residual revenue. In FY 19-20 that was \$147,000 to the General Fund. Each comparison city has their own history of redevelopment agency activity, pass through agreements, and residual revenue distribution percentages that impact the overall property tax revenue per capita. For example, the City of Imperial Beach, with a population almost the same as Lemon Grove, gets property tax revenue from a redevelopment pass through, while we get none, and receives about \$1.5 million in residual receipts compared to our \$147,000.

The bar graph below combines all of the revenue graphs, to illustrate how much of total General Fund revenue comes from sales and property taxes (green) versus other sources (blue). Beyond sales tax and property tax revenue, the amount per capita Lemon Grove receives from other sources (blue) is on par with the comparison cities. Imperial Beach is an outlier, as they receive about \$5 million per year from the Port of San Diego for contracted services, which increases their other revenue per capita. Overall, the vast

majority in revenue differences between the cities comes down to sales tax and property tax revenue as discussed above.



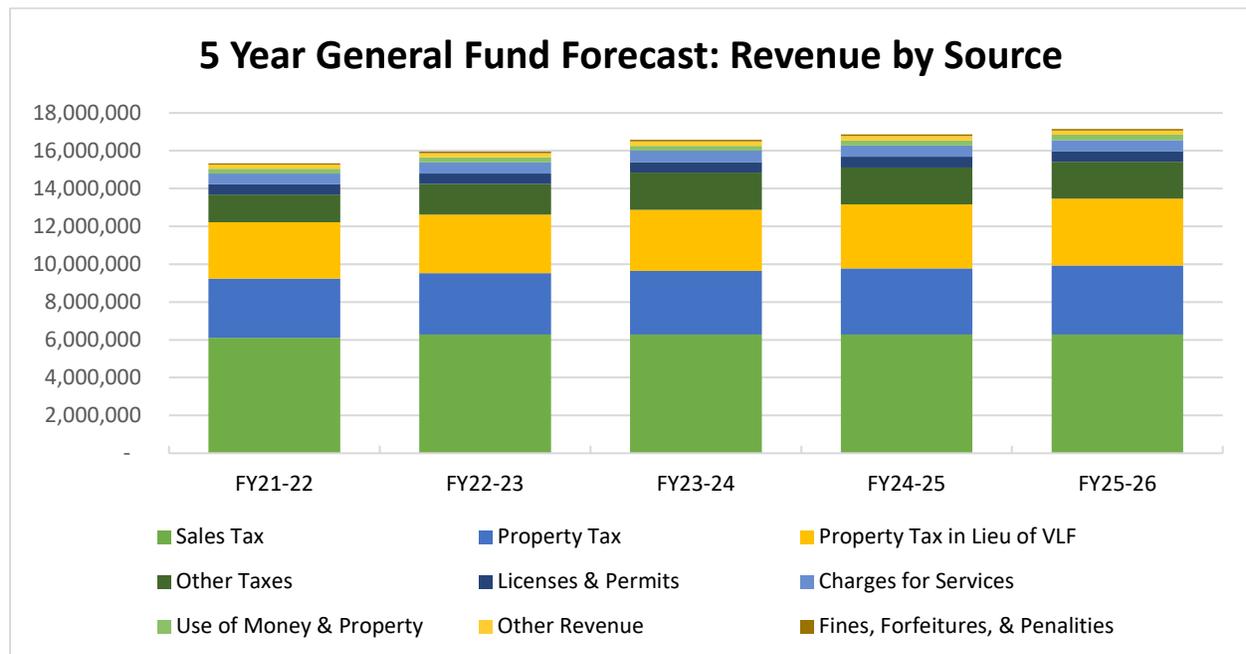
### Five Year General Fund Forecast

A forecast of the City’s future finances is based on a set of assumptions about what the City’s future revenue and expenditures will be. The longer the forecast, the more uncertainty there is, so it is important to keep in mind that the following numbers are staff’s best estimates. Looking forward to the next five (5) years, fiscal year 2021-2022 through fiscal year 2025-2026, both revenue and expenditures are expected to grow year over year, with total expenditures continuing to be more than total revenue. Each year of the forecast has a projected deficit, reflecting the reality of the City’s structural deficit.

To understand the estimates, it is useful to review the underlying assumptions they are based on. On the revenue side, staff used guidance from the City’s sales tax and property tax consultants, HdL, for the City’s two largest sources of revenue. In addition, these numbers assume that allocation of online sales tax collected and remitted by Amazon stays the same as today. As discussed at the March 2<sup>nd</sup> City Council meeting, Amazon has applied to the state to reclassify all sales taxes for products shipped from a California warehouse out of the state and county pools, which we receive, and to the municipality where the warehouse is located. This potential change would significantly reduce the amount of sales tax revenue Lemon Grove receives and our deficit would grow.

The two (2) revenue sources with the largest expected growth are property tax revenue at around 4% a year and Cannabis Business tax revenue. The forecast assumes two (2) operational medical marijuana dispensaries during FY 21-22, three in FY 22-23, and five (5) in FY 23-24, bringing in about \$875,000 per year once all five (5) are operational. For revenue sources that fluctuate based on things outside of the City’s control, such as

franchise fees and transient occupancy taxes, the forecast assumes the last three (3) year trend or average will continue across the next five (5) years. For revenue sources that are based on City adopted fees, such as day camp or business licenses, staff assumed the fees would remain the same during this time period. The revenue estimate does not include any potential revenue from the construction of a digital message board or any one-time revenue. The bar graph below represents the forecasted revenue by source by fiscal year.



The table below lists the revenue estimates in dollars and the percentage of annual growth over the prior year’s revenue. FY 21-22 revenue estimates incorporate a ramp up period for some of the revenue sources that have been impacted negatively by the pandemic. By FY 22-23, staff is estimating a full recovery from the pandemic, plus the tax growth from an additional dispensary. In FY 23-24, most of the increase is coming from the anticipation of two (2) additional dispensaries opening. In FY 24-25 and FY 25-26, with no additional dispensaries, revenue growth levels off at about 1.7% growth per year. The five (5) year forecast assumes no new revenue sources for the City and no general economic recessions.

Revenue	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
Total Dollars	15,332,565	15,957,275	16,580,474	16,866,398	17,157,804
Percent Annual Growth	1.7%	4.1%	3.9%	1.7%	1.7%

On the expenditure side, the forecast is based on reinstating all expenditure cuts in FY 21-22 that were made for FY 20-21, except those to Public Safety, and a continuance of status quo services. The current labor agreement with the fire association runs through FY 22-23 and contains wage increases of 2% in FY 21-22 and 3% in FY 22-23. For the three (3)

years beyond the agreement, staff incorporated wage growth of 2% per year for the fire employees. Non-fire staff has not had a cost of living wage adjustment since 2016, and this forecast assumes that to continue to be the status quo. No wage increases for miscellaneous staff are included. Also in regards to personnel, the forecast assumes the City maintains all currently authorized positions, with the removal of the hiring freeze at the beginning of FY 21-22.

Over 40% of General Fund expenditures are for the Sheriff’s contract. FY 21-22 is the final year of the current contract with the Sheriff’s department, which has a 4.5% cost increase for FY 20-21. The contract for the next four years of the forecast period has not yet been negotiated. Staff assumed a 5% per year increase in the cost of the Sheriff’s contract for that period based on the average annual increase in the current contract.

For the nearer-term, staff built in some known increases the City is facing in FY 21-22. The premium for property insurance is going up 40% between FY 20-21 and FY 21-22, mainly driven by the impact of California wildfires. Also in FY 21-22, the City’s SDG&E rates are going up 9.6%. Beyond the known increases in the near term, staff assumed general operating expenditures would rise 2% per year, in line with the San Diego Consumer Price Index-Urban average percentage for the last five years.

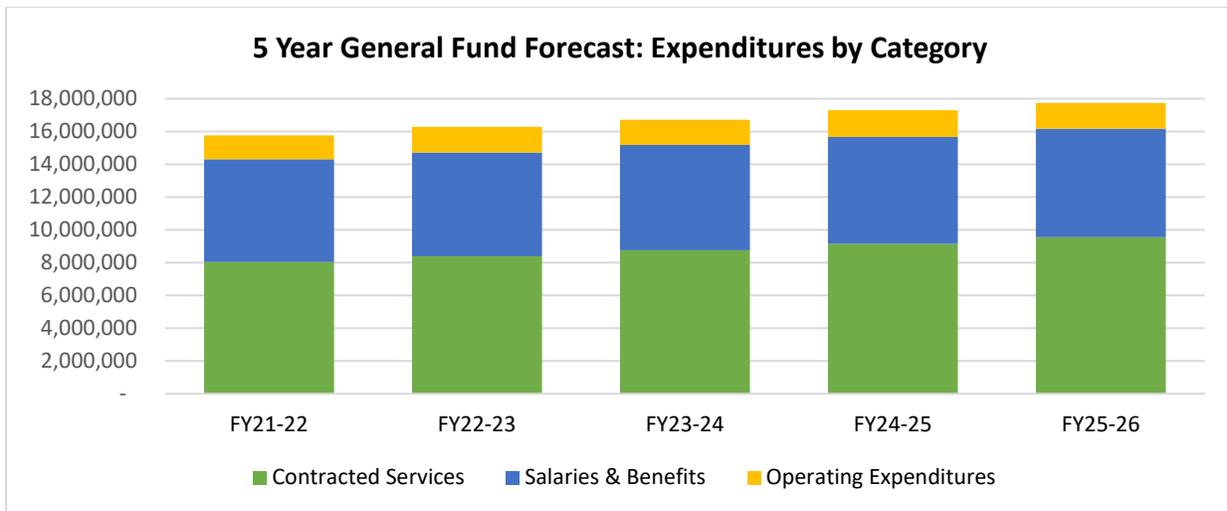
Since the expenditure assumptions are based on a baseline of FY 19-20 expenditures, any previous expenditure cuts or forward looking new projects have not been included. For example, this version of the forecast does not contain any capital expenditures for equipment replacement or facility repairs or estimates for new projects identified in the priority setting workshop.

<b>Expenditures</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>	<b>FY24-25</b>	<b>FY25-26</b>
Dollars	15,767,174	16,284,369	16,708,746	17,298,066	17,741,914
Percent Annual Growth	5.3%	3.3%	2.6%	3.5%	2.6%

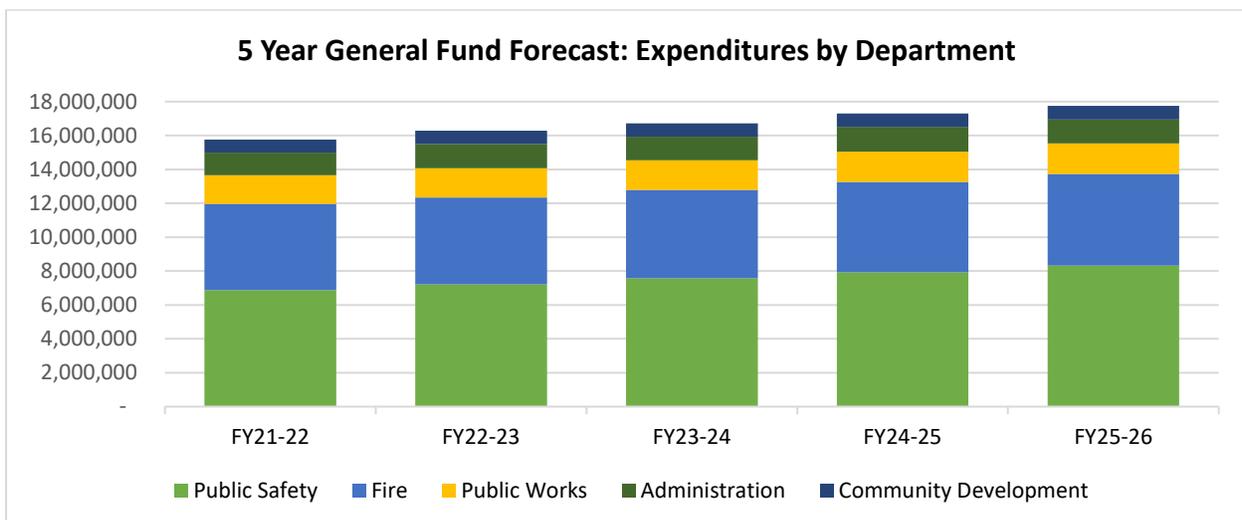
The table above contains the expenditure estimates in dollars and the percentage of annual growth over the prior year’s expenditures. The higher level of growth (5.3%) in FY 21-22 reflects reinstating the expenditure cuts made in FY 20-21 and the known increases for property insurance and gas and electric usage. FY 23-24 and FY 25-26 are not election years, which reduces City expenditures. Based on the assumption in the forecast, overall, in non-election years expenditures grow about 2.6% per year and in election years expenditures grow about 3.4% per year.

The bar graph below illustrates the expenditure forecast by category; contracted services, salaries & benefits, and operating expenditures. As represented by the green portion of the bar, more than half all expenditures are for contracted services, growing at about 4.5% per year. The largest contracted service is the Sheriff’s contract, but this also includes

animal control, building permit review and inspections, engineering, street sweeping, and landscaping. The blue portion of the bar graph represents salaries and benefits, which will grow about 1-1.6% per year because of the fire department wage increases and the growth in unfunded accrued liability pension payments to CalPERS. Although the City's upcoming unfunded accrued liability (UAL) pension payments increase 29% over this five (5) year period, that adds up to about \$200,000 of growth over five (5) years. For comparison, the Sheriff's contract is growing at over \$300,000 per year, for a total of \$1.7 million in growth over the same five (5) years. Relatively speaking, the growth in pension liability is not the driving factor behind the City's expenditure growth.



The bar graph below represents the same expenditure forecast by department. The departmental breakdown follows the departmental distinctions in the annual General Fund budget. Together, Public Safety and Fire are about 77% of projected General Fund expenditures each year.



## Expenditures with Capital Equipment & Facility Replacements

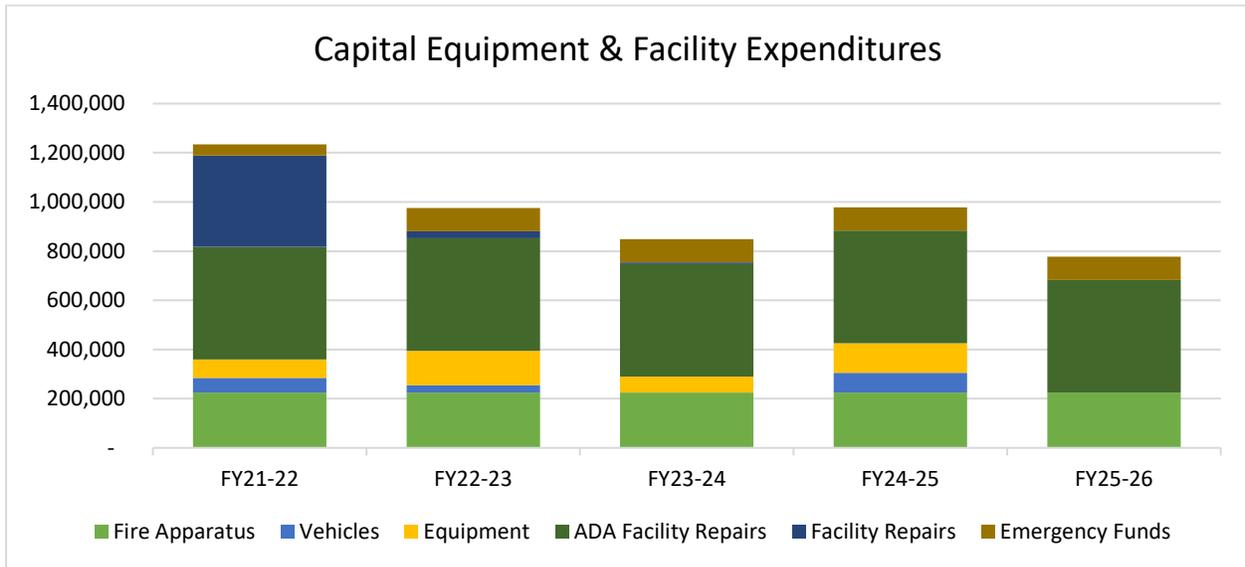
The City of Lemon Grove has 20 vehicles and apparatus within our fleet across all departments and operations, excluding the Sanitation District. The average age of the vehicles is 14 years old. The oldest vehicle is 23 years old and the newest is four (4) years old. The life expectancy of an older vehicle is around eight (8) years and newer vehicles around 12 years. 13 of the 20 fleet vehicles, or 65% of the fleet, is older than those life expectancy thresholds and two (2) others are at the life expectancy age, therefore it is reasonable to assume they could require replacement at any time over the next five (5) years.

In the last five (5) years, the City of Lemon Grove purchased one (1) replacement vehicle for our fleet. At that pace, it will take 120 years to replace the whole fleet. It is unrealistic to assume we can continue to defer vehicle and equipment replacement and be able to function with a replacement pace of one vehicle every five (5) years. In order to respond to calls for service, patch potholes, and clear illegal dumps, the City needs operational vehicles and equipment. In the past five (5) years, the City has cut all capital spending on vehicles and equipment as a short-term solution to our structural deficit. However, continuing to defer replacement can add up over time to be more costly than the alternative. The older vehicles have lower fuel efficiency and require more frequent and more expensive repairs. The higher operational costs of the old vehicles are not as apparent as the one (1) time lump-sum payment for a replacement vehicle because the costs are split over time and among multiple vendors.

This does not touch on the deferred maintenance and repairs of the City owned facilities, which have also been cut out of the budget over the last few years. Leaving out any capital spending on equipment and facilities is not a realistic assumption in a five (5) year financial forecast. Even if these costs are not included in the budget, things will break and the City will have to pay to replace or fix them. Leaving the costs out of the forecast does not prevent the City from incurring the costs, it simply downplays the true cost of doing business and understates the potential deficit.

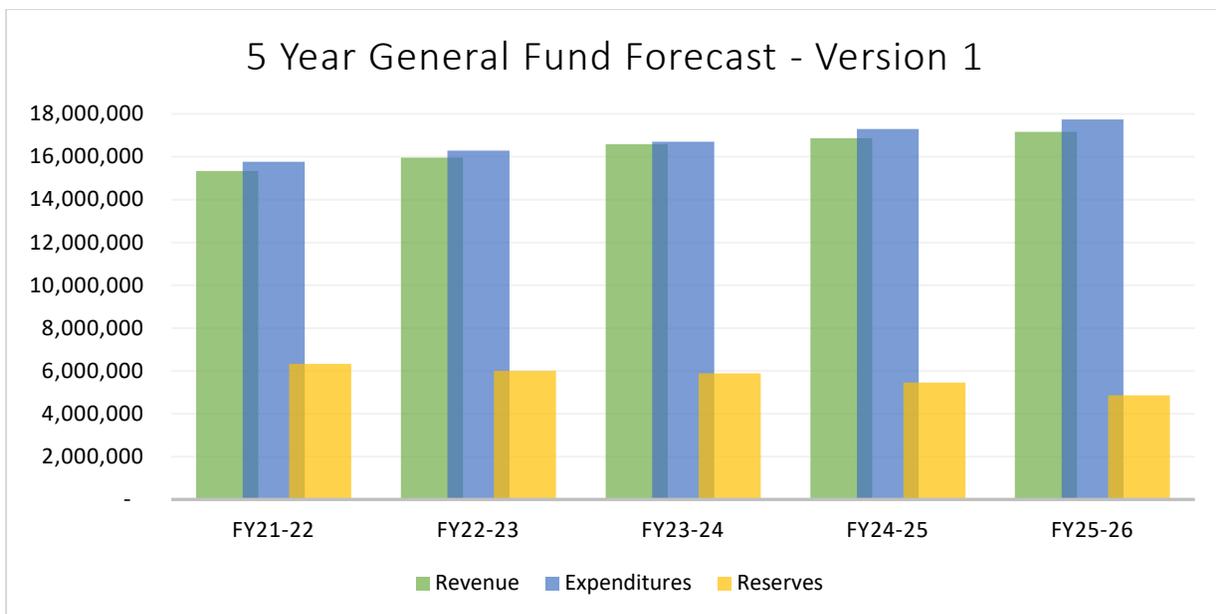
The graph below reflects the estimated General Fund capital equipment and facility expenditures by category. These estimates do not represent a full replacement of all vehicles and equipment, but a faster pace of replacement than one item per five (5) years. This is not a budget or a plan to accomplish the capital repairs and replacements. It is simply an estimate of what it may cost to no longer defer capital maintenance and repairs. The largest category each year at \$458,000 is in dark green and represents the ADA facility repairs detailed in the ADA Transition Plan. FY 21-22 expenditures are expected to be higher than the following four (4) years due to deferred, but pressing facility needs shown in dark blue, such as replacing the Community Center and Recreation Center roofs,

improving security at City Hall, Fire Station concrete work, and replacing a retaining wall around the Public Works Yard.

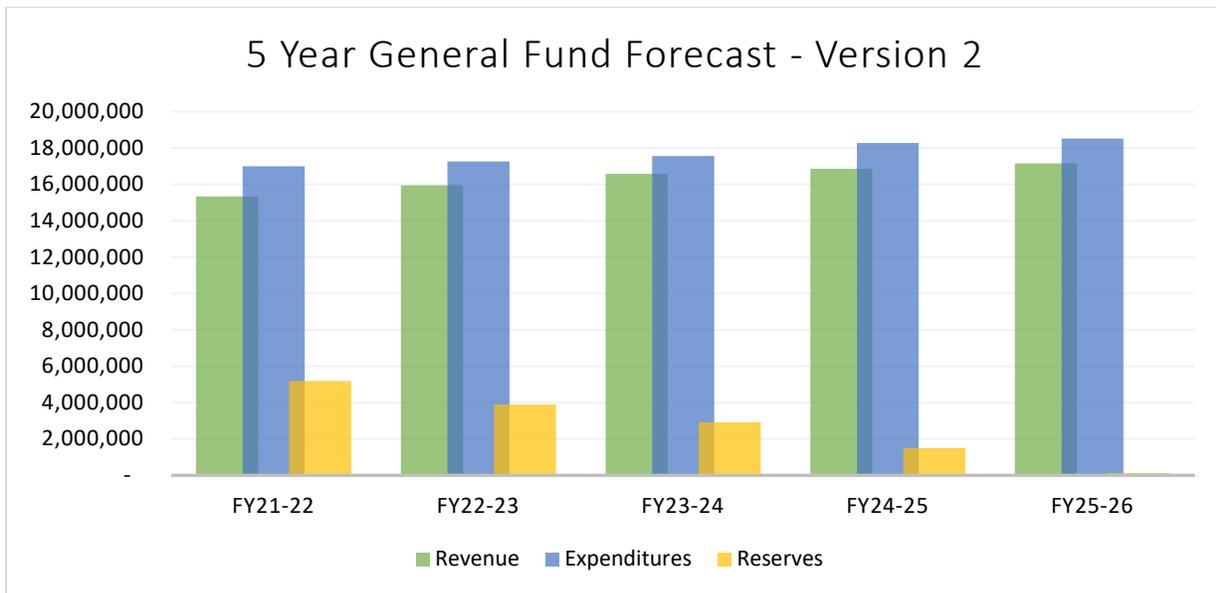


### Conclusion

Even excluding capital equipment and facility expenditures, the City’s General Fund is facing a deficit in each of the next five (5) years. The graph below reflects annual estimates revenue in green, expenditures in blue, and reserves in yellow. Each year reserves are drawn down to pay for the operating deficit. In FY 21-22 reserves are 40% of General Fund expenditures and at the end of the five (5) year period they will be down to 27%.



Staff has prepared a second version of the General Fund forecast that includes the deferred capital costs for equipment and facility maintenance and replacements. Including capital expenditures, the City’s General Fund is facing a larger deficit in each of the next five (5) years. The amount by which estimated expenditures exceed revenue is approximately \$1.5 million per year. The graph below is similar to the one above with the addition of the estimated capital expenditures. With larger annual deficits, the General Fund reserves are drawn down more quickly. In FY 21-22 reserves are 30% of General Fund expenditures and at the end of the five year period they will be down to 0% or \$51,000.



In reality, since there is a structural deficit and Lemon Grove is working with significantly less revenue than our neighbors, there is not the funding to accomplish all deferred capital equipment and facilities projects. However, continuing to defer everything is also not sustainable for the reasons described above. During the budget adoption process, staff will recommend a balance of including the most pressing repairs and replacements and deferring those that can wait a little longer. Regardless of the specific spending on capital equipment and facilities, the General Fund is facing an operating deficit in each of the next five (5) years.

**Environmental Review:**

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

**Fiscal Impact:** None

**Public Notification:** N/A

**Staff Recommendation:** Receive and file staff report.

**Attachment:** N/A



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 5

**Meeting Date:** April 6, 2021

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

**Department:** City Manager's Office

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

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

**Item Title:** 2021-2022 City Council Priority Discussion

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**Recommended Action:** Continue discussion on the FY 2021-22 City Council Priorities.

**Background and Discussion:** During a special City Council workshop on February 23, 2021, the City Council began discussion on their FY 2021-22 priorities (**Attachment A**). Staff took the raw data and worked on grouping items into a draft work plan for further City Council discussion (**Attachment B**). Staff added estimated costs to those items that would have a direct impact on the budget. Should those items remain on the final work plan, those costs would be incorporated into the FY 2021-22 City Budget.

At the April 20, 2021 City Council meeting is when these discussed priorities will be finalized for the fiscal year.

**Environmental Review:**

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

**Fiscal Impact:** None

**Public Notification:** None

**Staff Recommendation:** Continue discussion on the FY 2021-22 City Council Priorities.

**Attachments:** Attachment A – Draft 2021-22 Priorities from work shop  
Attachment B – Staff recommendations on 2021-22 Priorities

**Lemon Grove City Council**

**Draft Priorities FY 21-22**

**Public Streets and Sidewalks**

**Public Streets**

*Repair*

- Implement Pavement Management Program
  - Update the Pavement Management Program
  - Communicate with residents about the Pavement Management Plan
  - Conduct additional meetings and workshops on the Pavement Management Program
  - Expand discussion on repairs vs. maintenance
  - **Street rehab**
- Seek grants for street improvements
- Look for new options to improve lower PCI streets
- Improve streets near schools and parks
- Schedule City Council meeting discussions on specific neighborhoods
  - Reevaluate how the City prioritizes street paving
  - Look for new options to improve lower PCI streets

*Safety*

- Expand Neighborhood Safety Programs to facilitate more traffic control devices
- Increase public safety with traffic calming
- **Traffic calming**

*Sidewalks*

- Prepare a Sidewalk Master Plan
  - Look at all sidewalks
  - Identify connections
  - Improve sidewalks near schools and parks
  - Evaluate sidewalks at the neighborhood level
  - **Sidewalk repair**
- Funding
  - Look for opportunities with Caltrans and SANDAG
  - Seek grants for street improvements/sidewalks
- Create a sidewalk focus group or committee
- **Bicycle connection**

## **Diversify City Revenue & Economic Development**

### *Revenue*

- Sales tax (TUT) ballot measure
  - Conduct a public opinion poll
  - Obtain feedback on the right size tax
  - Expand the discussion regarding sales tax revenue
  - Public opinion poll is needed for sales tax discussion
- Bring back information on financial impacts for Recreational marijuana
  - Continue recreational marijuana discussions
- Focus of grant opportunities

### *Economic Development*

- Assign staff or hire staff for economic development
- Conduct outreach with the business community about the benefits of the City
- Identify opportunities for a new hotel
- Develop a business retention and support program
- Establish relationships with local businesses
- Conduct public outreach about hotel opportunities
- Create new opportunities through a Business Improvement District
- Strengthen partnerships with economic development groups
- Develop an Advisory Council or focus group for economic development
- Conduct additional workshops with business operators
- Identify zoning opportunities for business recruitment
- Expand shopping opportunities within the City
- **Business retention program**

### *Budget Process*

- Increase public awareness of revenue streams and budget process
- Utilize the Community Advisory Commission for budget process

## Public Safety and Homelessness

### *City Beautification*

- Address trash/cleanliness issues citywide
- Identify opportunities to incentive trash pick-up
- Reduce litter

### *Public Safety/Law Enforcement*

- Evaluate public safety/animal control contracts for opportunities
  - Increase animal control enforcement for licensing/strays
- Integrate public safety and homelessness into revenue surveys
- Increase public safety through community based responses to address mental health issues
- Address traffic safety enforcement
  - Focus on collector streets in residential areas
  - Expand traffic enforcement or through a Community Services Officer
  - Address the increase in vehicle speeding violations through additional enforcement
  - Seek grant funding for increased enforcement
  - Post traffic deputies in prominent locations
  - **More traffic deputies (3)**
- Conduct a workshop on the Sheriff contract
- Increase equipment violation enforcement to address speeding violations
- Identify solutions for street racing problems
- Increase the number of traffic patrol deputies
- Conduct workshops of Fire and Sheriff contracts
- Plan for future public safety equipment needs
- Establish a public safety focus group
- Create a robust public outreach program to address public safety issues

### *Homeless*

- Expand regional partnerships to offer more homeless services
- Continue HomeStart program
- **Homeless outreach**

## Community Life

### *Community Events*

- Community bonfire remains a priority
- Celebrate the arts and the Historical Society
- Expand community gathering events (Parade, Concerts, Bonfires, Fireworks, Movies, and Easter Egg Hunt)
- Transform community gathering event to be COVID friendly (e.g. drive-through bonfire)
- Parade

### *Parks/Park Space/Open Space*

- Community garden
  - Identify new community garden opportunities
- Increase park space within the City
- Partner with the School District for community use of open spaces at school fields on weekends
  - Expand opportunities to use school open spaces
- Partner with the County to develop open spaces

### *Public Art*

- Encourage additional murals

### *Communication*

- Increase awareness of what the City has to offer
- City newsletter
  - Bring back the newsletter on a quarterly basis and consider electronic delivery only
  - Increase accessibility through a newsletter
- Increase the number of ways we communicate with the public
- Create a brand for Lemon Grove
- Create a City “go-see-do” friendly map
- **PIO position**

## **Other Priority Areas Mentioned**

- Conduct facilitated team building
- Invest in team building when the City Council can meet together at the same location
- Generate more public awareness on the CIP
- **Climate change activities**
  - **More trees**
- Expand partnerships with groups and organizations that can sustain our community
- Expand opportunities for community life presentations at City Council meetings
- Showcase the talents that are in our community at City Council meetings
- Constituents need to be a priority and come first
- Rearrange City Council agendas to have high priority items first
- Conduct additional joint meetings with the PC and School Board
- Create a “yes” culture
- Tap into resources at local schools
- **Planning design guidelines**

Lemon Grove City Council Priorities FY 21-22 - STAFF RECOMMENDATIONS			
Priority Category	Service Activities	Budget Impact	Projected Dates
PUBLIC STREETS & SIDEWALKS	<b>REPAIRS</b>		
	Update Pavement Management Program	\$75,000	Winter 22
	Schedule Street Maintenance / Repair Workshop	\$0 (Staff time)	Summer 21
	Evaluate and treat residential neighborhood streets in poor condition	Up to \$250,000 per year dedicated to 0-25 PCI streets	Ongoing
	<b>CITY BEAUTIFICATION / ATTRACTIVENESS</b>		
	Continue to address trash and cleanliness issues citywide	\$0 (Staff time twice per week currently) More personnel could accommodate a higher frequency.	Ongoing
Identify trash incentive opportunities		Summer 21	
Continue yearly bulk item and recycling drop off events	\$0 with payments by participants. If we increase the bulk item drop off, conceivably it could also pay for itself.	Ongoing	
<b>SIDEWALKS</b>			
Prepare Sidewalk Master Plan	\$75,000 (high estimate for a contractor to walk the streets, assessment and quantity sidewalks then prepare a report of our current conditions and assess how to get to the next better walkability model)	Summer/Fall 21	
	<b>SAFETY</b>		
	Expand Neighborhood Safety Programs to facilitate traffic control devices and traffic calming		Fall/Winter 21
HOMELESSNESS	Continue to participate in regional meetings, especially in the East County Homeless Task Force (ECHTF)	\$0 (staff time)	
	Consider recommendations from the ECHTF 1) Increase year round beds 2) Increase permanent supportive housing 3) Sustain the ECHTF with funds	\$100,000 continue outreach specialist and flex funds  Unknown. The cost to maintain a regional low barrier shelter is currently being explored. It is heavily dependent on the County to put forth the initial capital cost to build and the east county cities would contribute to annual maintenance costs and cost for a contractor (non-profit) to manage.	
	Continue to participate in regional meetings, especially with the East County cities exploring regional solutions Continue HomeStart Program for homeless outreach	\$0 Grant funded	Ongoing Ongoing

Lemon Grove City Council Priorities FY 21-22 - STAFF RECOMMENDATIONS			
Priority Category	Service Activities	Budget Impact	Projected Dates
COMMUNITY LIFE	<b>ADD AND PROMOTE COMMUNITY EVENTS</b> Explore partnership with local community groups for a City parade and other community events		
	<b>ADD PARK &amp; OPENS SPACE TO CITY</b> Partner with School district to expand park space in the City Identify new community garden opportunities Work to identify		
	<b>CITY COMMUNICATION</b> Create a PIO position - part time Increase communication with residents on City programs using current city platforms Bring City Newsletter (The Zest) back	\$35,000 - \$45,000 Unknown at this time \$5,000 to \$7,000	
	<b>PUBLIC ART</b> Encourage the development of public art	\$0	
DIVERSIFY CITY REVENUE & ECONOMIC DEVELOPMENT	<b>REVENUE</b> Explore Sales Tax (TUT) Measure Explore more grant opportunities	\$35,000 est,	Staff to bring a plan for Council to consider Ongoing
	<b>ECONOMIC DEVELOPMENT</b> Create Economic Development Plan	\$50,000	
	<b>BUDGET</b> Utilize Community Advisory Commission as a budget review committee		Fall/Winter 21/22
PUBLIC SAFETY / LAW ENFORCEMENT	<b>TRAFFIC SAFETY</b> Explore adding a part-time traffic deputy Work with Sheriff's to address street racing Evaluate Animal Control contract for other service options	\$90,000-\$100,000	Ongoing Spring/Summer 21