

City of Lemon Grove
City Council Regular Meeting Agenda

Tuesday, June 21, 2016, 6:00 p.m.
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA

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

Call to Order

Pledge of Allegiance

Presentation

Proclamation - Jim Ek, Heartland Fire & Rescue Captain, 33 Years of Service

San Diego Water Authority Presentation provided by Councilmember Mendoza

Changes to the Agenda

Public Comment

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

1. Consent Calendar

(Note: The items listed on the Consent Calendar will be enacted in one motion unless removed from the Consent Calendar by Council, staff, or the public. Items that are pulled will be considered at the end of the agenda.)

A. Approval of Meeting Minutes

June 7, 2016 – Regular Meeting

Members present: Sessom, Gastil, Jones, and Vasquez

B. City of Lemon Grove Payment Demands

Reference: Gilbert Rojas, Interim Finance Director

Recommendation: Ratify Demands

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

Reference: Jim P. Lough, City Attorney

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

D. Contract Extension for Street Light Maintenance

The Lemon Grove Roadway Lighting District Board will consider a resolution authorizing a one-year extension of the existing contract between the Lemon Grove Lighting District and CTE, Inc. for street light maintenance and repairs.

Reference: Mike James, Public Works Director

Recommendation: Adopt Resolution

E. Amended City of Lemon Grove Conflict of Interest Code

The City Council will consider approving the amended Lemon Grove Conflict of Interest Coded that that designates various City positions to disclose their financial interests.

Reference: Susan Garcia, City Clerk
Recommendation: Adopt Resolution

F. Stormwater Professional Services Agreement with D-MAX Engineering, Inc.

The City Council will consider a resolution approving an agreement with D-Max Engineering, Inc. to review technical reports and conduct construction inspections through June 30, 2017.

Reference: Malik Tamimi, Management Analyst
Recommendation: Adopt Resolution

G. Ratify the agreement with George Hills Company

The City Council will consider a resolution ratifying an agreement for claims management services with George Hills Company.

Reference: Mike James, Public Works Director
Recommendation: Adopt Resolution

H. Rejecting all bids for the 2015 CIP Street Rehabilitation Project, Slurry

The City Council will consider a resolution rejecting all bids. The lowest bid received was 17 percent greater than the Engineer's estimate of \$164,500.00.

Reference: Mike James, Public Works
Recommendation: Adopt Resolution

I. Servings Seniors Lease Agreement at the Lemon Grove Senior Center

The City Council will consider a resolution approving a three-year lease agreement with Serving Seniors at the Lemon Grove Senior Center.

Reference: Mike James, Public Works Director
Recommendation: Adopt Resolution

2. Continued Public Hearing to Consider Ordinance No. 439 – Zoning Amendment ZA1-600-0001 Amending the Beekeeping Regulations (Chapter 18.16 of the Municipal Code)

The City Council will continue a public hearing to consider Ordinance No. 439 – Zoning Amendment ZA1-600-0001 amending the beekeeping regulations Chapter 18.16 of the Municipal Code.

Reference: Miranda Evans, Assistant Planner
and David De Vries, Development Services Director
Recommendation: Continue public hearing and introduce Ordinance No. 439

3. Fiscal Year 2016-2017 Consolidated Operating and Capital Budget

The City Council will consider five resolutions related to the adoption of the Fiscal Year 2016-2017 Consolidated Operating Budget. The Roadway Lighting District Board and the Sanitation District Board will also consider resolutions related to the adoption of their respective budgets.

Reference: Lydia Romero, City Manager and Gilbert Rojas, Interim Finance Director

Recommendation: Adopt Resolutions

4. Award a Construction Contract for the Lemon Grove Realignment Project

The City Council will consider a resolution awarding a construction contract for the Lemon Grove Avenue Realignment Project (Contract No. 2016-16) to West Coast General Corporation.

Reference: Mike James, Public Works Director

Recommendation: Adopt Resolution

5. Downtown Village Specific Plan Expansion (DVSPE) Program Overview and Public Outreach Strategy Summary

The City Council will discuss and provide direction regarding the DVSPE Program and public outreach strategy.

Reference: David De Vries, Development Services Director

Recommendation: Discuss and Provide Direction

6. Preparation of Elections Code §9212 Impact Analysis report pertaining to the Initiative to allow Medical Marijuana Dispensaries in the City of Lemon Grove

The City Council will consider authorizing the City Attorney to prepare an Elections Code §9212 Impact Analysis report for the pending initiative to allow Medical Marijuana Dispensaries in the City of Lemon Grove.

Reference: James P. Lough, City Attorney

Recommendation: Provide direction to Staff

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

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

Department Director Reports (Non-Action Items)

Closed Session

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

One Case

Pursuant to Government Code Section 54957: Public Employee Performance Evaluation

Title: City Attorney

Adjournment

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

June 7, 2016

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

Members present: Mayor Mary Sessom, Mayor Pro Tem George Gastil, Councilmember Jerry Jones, and Councilmember Racquel Vasquez.

Members absent: Councilmember Jennifer Mendoza.

City Staff present: Lydia Romero, City Manager, David DeVries, Development Services Director; Rick Sitta, Fire Chief; Daryn Drum, Division Fire Chief; James P. Lough, City Attorney; Mike James, Public Works Director; Lt. May, Sheriff's Department; Gilbert Rojas, Interim Finance Director; and Lauren Ryan Ojeda, Administrative Analyst.

Presentations

Mayor Sessom presented the 26th Annual Treganza Third Grade History Essay Awards.

Public Comment

John L. Wood commented on a vehicle parked on Federal Boulevard for a period of time that has trailer attached.

Lani Stacks commented on the animal feed store on Broadway and suggested a ban on animal sales in Lemon Grove pet stores.

1. Consent Calendar

Mayor Sessom removed item I. K Fiscal Year 2016-17 City Calendar from the Consent Calendar for discussion.

Councilmember Vasquez requested the May 17, 2016, City Council meeting minutes are amended to reflect her participation in the Relay for Life event.

- A. Approval of City Council Minutes**
May 17, 2016 Regular Meeting
- B. Ratification of Payment Demands**
- C. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda**
- D. Purchase of a 2017 Chevrolet City Express Cargo Van and Mavron Animal Transport Van Conversion**
- E. Sewer Service Charges for Fiscal Year 2016-2017**
- F. Zone L Assessments for Fiscal Year 2016-2017**
- G. 2015 CIP Street Rehabilitation Project, New Jersey Avenue Deep Grind, Dig Out and Root Removal from San Miguel to Broadway**
- H. Acceptance of the 2015 CIP Street Rehabilitation Project – Concrete Repairs and Upgrade**

- I. Notice of a General Municipal Election in the City of Lemon Grove for the Election the Mayor and Two Members of the City Council and Regulations for Candidate Statements
- J. Request for General Municipal Election Services from the County of San Diego

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

Ayes: Sessom, Gastil, Jones, Vasquez
Absent: Mendoza

Resolution No. 2016-3419: Resolution of the City Council of the City of Lemon Grove Authorizing the Purchase of 2017 Chevrolet City Express Cargo Van and Mavron Animal Transport Van Conversion

Resolution No. 2016-280: Resolution of the Board Of Directors of the Sanitation District Approving the Engineer's Report Regarding the Sewer Service Charges for Fiscal Year 2016-2017

Resolution No. 2016-166: Resolution of the Lemon Grove Roadway Lighting District Approving the Engineer's Report Regarding the Zone L Charges For Fiscal Year 2016-2017

Resolution No. 2016-3420: Resolution of the Lemon Grove City Council Awarding a Contract for the 2015 CIP Street Rehabilitation, New Jersey Avenue Deep Grind, Dig Out and Root Removal Project

Resolution No. 2016-3421: Resolution of the Lemon Grove City Council Accepting the 2015 CIP Street Rehabilitation Project – Concrete Repairs and Upgrade (Contract No. 2016-05) as Complete

Resolution No. 2016-3422: Resolution of the City Council of the City of Lemon Grove, California, Calling and Giving Notice of a General Municipal Election to be Held in the City of Lemon Grove on Tuesday, November 8, 2016, for the Election of the Mayor and Two Members of the City Council

Resolution No. 2016-3423: A Resolution of the City Council of the City of Lemon Grove, California, Adopting Regulations for Candidates for Elective Office Pertaining to Materials Submitted to the Electorate and the Costs Thereof for the General Municipal Election to be Held in Said City on Tuesday, November 8, 2016

Resolution No. 2016-3424: Resolution of the City Council of the City of Lemon Grove, California, Requesting that the San Diego County Board of Supervisors Authorize the San Diego County Registrar of Voters to Render Specified Services Related to a General Municipal Election in the City of Lemon Grove on Tuesday, November 8, 2016

I. K Fiscal Year 2016-17

Mayor Sessom requested that staff bring an updated policy for City Council adoption, prior to the 2017-18 calendar approval.

Action: Motion by Mayor Sessom, seconded by Mayor Pro Tem Gastil, to approve item I. K passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Vasquez
Absent: Mendoza

2. 2016-17 Draft Budget Discussion

Gilbert Rojas presented a draft Budget for the General Fund, the General Reserve Fund, other funds managed by the City and budgets for the Roadway Lighting District, Sanitation District and Successor Agency.

The total estimated revenue for the General Fund is projected to increase by 3.5%. Our three largest revenue sources continue to be Sales tax, Property tax and Property tax in lieu of VLF.

Sales tax has been projected to decrease 2.7% from last fiscal years estimate. This is due to last year's amount accounting for the end of the "triple flip" and the related "make up" payments from the State.

Property tax is estimated to increase by 3%, which is a conservative estimate since the County Assessor does not release his projections until the end of June. Any adjustment that is significant can be made at midyear.

Property tax in lieu of VLF is estimated to increase by 3%. This is also a very conservative estimate since the \$2,135,000 is the amount we have received in the prior year.

Proposed staffing changes to this fund include:

- 1) Reclassification of an Engineer Tech II to Management Analyst
- 2) Reclassification of the Finance Director position to Finance Manager (salary saving \$38,000)
- 3) Establish a new Associate Accountant position. (salary of \$56,000)
- 4) Establish an extra help position of Park Ranger (cost \$15,000)
- 5) Change of Title and responsibilities for Public Works Director. Title change will be Assistant City Manager/Public Works Director. Salary cost will be \$6,000 of which General Fund will pay for 10%.

In addition, the General Fund budget has been prepared with 2% salary increase to Fire Safety employees per contract. The Miscellaneous employees (with the exception of the City Manager) have been budgeted with a proposed 2% salary increase effective in July, 2016.

Contract Services has increased for the Fiscal Year. The Sheriff contract has will increase approximately 4.5%. While the Animal Control contract will remain the same. The City Attorney budget has been increased based on the FY 2015-16 activities. The City also contracts for engineering services and has budgeted \$330,000 which will be funded by various funding sources. Plan checking and building services is an outsourced service within the Development Services Budget. Plan checking and building inspection costs are fully paid for by the applicant.

Operational changes include:

Election cost of \$32,000

Fire Dispatch contract increased by \$15,000 due to 7.4% increase in call volume

Fire Department to replace a thermal imaging camera (cost \$12,000)

Property Insurance increased \$30,000 due to adding earthquake insurance.

General Liability insurance decreased by \$30,000

Workers Compensation cost increased by \$22,000.

It is proposed that the General Fund transfer \$100,000 to this fund in order to maintain the street maintenance effort in the City. The finances of this fund should be closely monitored during the year.

There are no planned contributions to this fund, however if General Fund revenues exceed expenditures for FY 15-16 staff will present some funding options.

This fund will be used as a "true" reserve. The City will no longer budget expenditures for Capital or Operating expenses. Any use of Reserves will be approved by the City Council and treated as a transfer-out from this fund and a transfer-in to the appropriate fund. We are also suggesting that the General Fund balance of \$3 million be moved in total or in part to this fund so as to truly reflect the City's reserves in compliance with Council adopted policy.

These funds must be expended on maintaining and/or improving public transit facilities. Staff and contract labor provides street sweeping, power wash bus stops and tree trimming along the transit corridor. In addition, there is \$237,400 available for the Lemon Grove Avenue Realignment Project.

The City must maintain a cash balance of three times our Self Insurance Retention (SIR). Our SIR is \$125,000. Our current cash balance is \$650,000. The City maintains excess coverage from CSAC for all claims over \$125,000.

The Self Insurance Retention (SIR) is \$100,000. The City has excess insurance coverage with CSAC for all claims above our SIR. The current cash balance in this fund is \$479,000.

The Successor Agency anticipates receiving approximately \$2.4 million in Redevelopment Property Tax Trust Fund (RPTTF) proceeds from the County. The FY 2016-17 budget reflects bond interest payments totaling \$1,071,800, bond principal payments of totaling \$685,000 and repayment to the City of \$343,200 in loans.

The Lemon Grove Sanitation District manages two funds-an Operations Fund and a Reserve Fund. In FY 2016-17, the District anticipates generating \$5.8 million in total revenue. Offsetting this revenue, the District anticipates expending \$5.0 million for operating costs and \$1.5 million in Capital Improvement projects.

It is proposed that a new Sanitation Tech I position be authorized. This position will be added to the crew that does video monitoring and cleaning of sewer mainlines. In addition this fund will also pay costs associated with a new accountant position in the Finance Department. The cost will be based on workload for the District, which will be significant in future years due to the Capital Improvement program.

Public Speaker(s)

There were no requests from the public to speak.

After discussion, staff was directed to provide the City Council with the final consolidated budget at the June 21, 2016, City Council meeting.

3. Lease Agreement with CHIP/Heal Zone at the Senior Center

Mike James reported that in February 2016, City staff was approached by Mr. Dana Richardson of Community Health Improvement Partners (CHIP) requesting if there were any city facilities that may be available for lease. Since that initial contact, CHIP and City staff has discussed possible locations as well as the initial terms of a lease agreement. Both entities found the terms of the draft agreement acceptable.

The mission of CHIP is to advance long-term solutions to prioritize health needs through collaboration and community engagement. CHIP focuses on its mission by collaborating with San Diego health care systems, hospitals, community clinics, insurers, physicians, universities, community based organizations, schools and government entities.

The services that CHIP will provide at the Senior Center include:

Determining community informed strategies, services, and resources needed to support healthy eating and active living for Lemon Grove residents.

Providing residents with opportunities to:

Purchase healthy foods and beverages,

Support small businesses in the provision of healthy foods and beverages to residents,

Increase access and use of public spaces to regularly engage in physical activities,

Improve the safety of the community to engage in said physical activity,

Support the social and emotional development of school age children, and

Leverage community resources to support the overall physical, mental, and spiritual well being of residents.

Offering intergenerational group discussions, civic engagement and learning opportunities, select physical activity and nutritional support services, community and healthcare partnerships and services, minimal financial support to participating residents, support for local civic, education, and healthcare leaders to increase the capacity to serve Lemon Grove residents in their health improvement efforts.

The professional services will consist of approximately two staff members. The participants receiving services includes Lemon Grove residence of all ages, with an emphasis on youth, seniors, and self-identified resident leaders.

Since November 2012, CHIP has been located in Clairemont Mesa, located in central San Diego. Since the first partnership between CHIP and the City began in January 2012, staff members of both entities have worked closely to meet the community's needs. By relocating to the City, CHIP will be better positioned to partner with the community residents in advocating for environmental changes and more effective policies affecting their health and well being.

Further, this work will support local, state, and national efforts to reduce incidence of preventable chronic diseases related to obesity.

Staff prepared a draft lease agreement for consideration by the City Council. The significant terms of the agreement include:

Length of Lease – the agreement indicates the term of the lease begins on July 1, 2016. The lease will continue month-to-month as mutually agreed to by both parties.

Rent – the agreement specifies a base amount of \$750 per month with a clause for no increase until June 30, 2017. This amount is an equivalent of \$0.97 per square foot of lease space. Beginning July 1, 2017, the City may implement an escalator clause of 2.5 percent or the increase in the Consumer Price Index (whichever is greater).

Agreed Use – the agreement indicates that office space will be used to manage a community engagement program. The office spaces will be used Monday through Friday from 9:00 a.m. to 7:30 p.m. and no more than one weekend per month. The hours of operation are a general range that may or may not be used during the entire time. The number of community meetings and community requests for services will have an impact on the actual hours used. The use of the office space during the time range will not interfere with any other lessee or City use.

Utilities/Maintenance – the agreement states that the City will pay for gas & electricity, water, solid waste, and general maintenance of the building. The CHIP will be responsible for all other utilities such as telephone, television, and internet. Also, each year, the proportion of paying for utilities will be evaluated and renegotiated, if deemed necessary by the City.

Indemnity/Insurance – the indemnity and insurance language included in the lease agreement includes the City's standard requirements.

Termination – the lease agreement allows either party to terminate the lease agreement with a thirty-day written notice.

Capital Improvements – according to the lease agreement, the City will have the responsibility for major maintenance and repairs.

Staff estimates there are \$6,000 worth of capital improvements required at the back building of the Senior Center. The improvements include replacing two HVAC wall mounted units and security installation fee and ongoing costs. As such, staff recommends that one year's worth of revenue is allocated to the improvements.

Mayor Sessom noted that Councilmember Mendoza sent an email regarding the benefits that Community Health Improvement Partners provide to the City and the cost of the lease.

Public Speaker(s)

There were no requests from the public to speak.

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

Ayes: Sessom, Gastil, Jones, Vasquez

Absent: Mendoza

Resolution No. 2016-3425: Resolution of the City Council of the City of Lemon Grove, California Approving a Lease Agreement Between the City of Lemon Grove and Community Health Improvement Partners for Use of a Portion of the Senior Center Located at 8235 Mount Vernon Street, Lemon Grove, California

4. Third Party Administrator for Worker's Compensation Claims Management Services

Corinne Russell stated that in 1995, City Council authorized the City to join the San Diego Pooled Insurance Program Authority (SANDPIPA) member group for the services for City-wide Workers' Compensation Claims Administration. SANDPIPA contracted with Tri-Star Risk Management (Tri-Star) for Workers' Compensation Services. Since 1995, SANDPIPA amended the agreement with Tri-Star to continue to provide Workers' Compensation Services to SANDPIPA cities. SANDPIPA is dissolving effective July 1, 2016 and the SANDPIPA Workers' Compensation Services contract with Tri-Star Risk Management will expire on July 31, 2016.

On February 3, 2016, the City along with three other San Diego Cities (cities of Encinitas, National City and Vista) issued a request for proposal to perform Workers' Compensation Third-Party Administration/Claims Review Services (TPA). Nine proposals, including the City's current TPA Tri-Star, were received by the cities from firms with varying levels of experience, expertise and pricing. Based on the RFP evaluation selection criteria, four vendors, including Tri-Star, were invited to make a formal presentation on April 20, 2016 to the selection panel.

The panel evaluated four vendors on the basis of the selection criteria contained in the Request for Proposal (RFP).

Criteria included, but was not limited to: response to RFP and scope of work; other city-clients with similar complex claims (including public safety); pricing; TPA's responsiveness and commitment to customer service, communication with employees/staff; and TPA staffing levels. Of the four TPA's interviewed, the initial selection panel recommended two finalists. In May, further clarification was sought from the two finalists on issues such as bill review fees, nurse case manager fees, utilization review fees, staffing levels, and specific customer service requirements. In addition, the Cities performed reference checks on the two finalists, including the TPA's current and past clients to determine if each TPA was consistently able to meet customer satisfaction and responsiveness for employees/staff, professionalism, and overall claim administration services.

Based on the information provided in the RFP, oral presentations, pricing details, customer services levels and reference checks, AdminSure Inc. was the unanimous choice by the selection panel. Specifically, AdminSure Inc. was chosen based on competitive prices, excellent customer service, unique tailored approach to each City, and customer satisfaction. Staff is therefore recommending to the Lemon Grove City Council that the City enter into a contract with AdminSure Inc. for TPA services. Although the RFP was jointly issued, each City is contracting with AdminSure Inc, independently.

Public Speaker(s)

There were no requests from the public to speak.

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

Ayes: Sessom, Gastil, Jones, Vasquez

Absent: Mendoza

Resolution No. 2016-3426: Resolution of the City Council of the City of Lemon Grove, California Adopting an Agreement with Adminsure Inc. for Workers' Compensation Third-Party Administration and Claims Review

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

Councilmember Jones attended recent Metro Wastewater and Rotary meetings.

Councilmember Vasquez attended Heartland Fire and Rescue BBQ in Lemon Grove and the League of California Cities Housing, Community and Economic Development Committee meeting.

Mayor Pro Tem Gastil reported that he attended the 19th Annual San Diego Networking Luncheon sponsored by California Women Lead, California League of Cities Legislative luncheon, a MTS meeting, the Lemon Grove Historical Society art exhibit opening, two San Altos School retirement celebrations, Heartland Fire and Rescue BBQ in Lemon Grove and the Lemon Grove Lions Club 1st Annual Salsa Fiesta.

Mayor Sessom attended SANDAG's Board of Directors meeting and the Chamber of Commerce First Friday breakfast.

City Manager and Department Director Reports

Mike James reported that Lemon Grove's Summer Day Camp begins June 9.

Chief Drum thanked those in attendance at the Heartland Fire and Rescue BBQ in Lemon Grove and Mayor Pro Tem Gastil for attending the Salsa Fiesta and noted that Heartland Fire and Rescue entered 4 cars in the San Diego County Fair Destruction Derby and all four cars made it to the finals with 2 cars placing in the top 3.

Lt. May reported that on June 15 "Sheriff's Coffee with the Community" will be held between 8:00 a.m. and 10:00 a.m.

Lydia Romero thanked Gilbert Rojas for the budget preparation.

Adjournment

There being no further business to come before the City Council, Housing Authority, Sanitation District Board, Lemon Grove Roadway Lighting District Board, and the Lemon Grove Successor Agency the meeting was adjourned at 7:25 p.m.

Susan Garcia

Susan Garcia, City Clerk

City of Lemon Grove Demands Summary

Approved as Submitted:

Gilbert Rojas, Interim Finance Director

For Council Meeting: 06/21/16

ACH/AP Checks 05/26/16-06/08/16

899,458.70

Payroll - 6/7/16

130,226.74

Total Demands

1,029,685.44

Check No	Vendor No	Vendor Name	Check Date	Vendor Name	Check Amount	
CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	May24 16	Employment Development Department	05/26/2016	State Taxes 5/24/16	7,293.59	7,293.59
ACH	Apr27-May10	Calpers Supplemental Income 457 Plan	05/26/2016	457 Plan 4/27/16-5/10/16	3,883.74	3,883.74
ACH	May11-May24	Calpers Supplemental Income 457 Plan	05/26/2016	457 Plan 5/11/16-5/24/16	4,033.74	4,033.74
ACH	45115351	WEX Wright Express Fleet Services	05/27/2016	Fuel - Fire Dept - Apr'16	239.19	239.19
ACH	May24 16	US Treasury	05/31/2016	Federal Taxes 5/24/16	29,966.99	29,966.99
ACH	May16	Power Pay Biz	06/01/2016	Online Credit Card Processing - May'16	63.49	63.49
ACH	Apr16	San Diego County Sheriff's Department	06/02/2016	Law Enforcement Services - Apr'16	413,884.16	413,884.16
ACH	Refill 6/1/16	Pitney Bowes Global Financial Services LLC	06/02/2016	Postage Usage 6/1/16	250.00	250.00
ACH	Jun 16	Pers Health	06/02/2016	Pers Health Insurance - Jun'16	53,489.97	53,489.97
ACH	May16	Authorize Net	06/02/2016	Merchant Fees In-Store & Online - May'16	42.85	42.85
ACH	Apr27-May24	California Public Empl Retirement System	06/03/2016	Pers Retirement 4/27/16-5/24/16	61,302.14	61,302.14
ACH	May16	Bluefin Payment Systems	06/03/2016	Merchant Statement Fee - May'16	9.95	9.95
ACH	May16	Dharma Merchant Services	06/03/2016	Merchant Fees - May'16	313.55	313.55
5804	C0933 C1034	A-Pot Rentals	06/08/2016	Portable Restroom Rental- 5/9/16-6/8/16 Portable Restroom Emergency Rental- Berry Park 5/7-9/16	132.20 413.40	545.60
5805	10753 10887	AAA Imaging	06/08/2016	Business Cards- De Vries Draft Budget Printing	91.80 405.00	496.80
5806	4484327	Bearcom	06/08/2016	Portable Radios Monthly Contract- 5/22/16-6/21/16	150.00	150.00
5807	82150796	Boundtree Medical LLC	06/08/2016	Medical Supplies	667.32	667.32
5808	1605154	California Aquatics	06/08/2016	Fountain Repair	1,694.40	1,694.40
5809	May20 16	California Women Lead	06/08/2016	CA Women Lead Luncheon- Gastil 5/20/16	50.00	50.00
5810	Chavez	Chavez, Catalina	06/08/2016	Refund/ Chavez, Catalina/Deposit-LBH 5-21-16	200.00	200.00
5811	5/19/2016	Cox Communications	06/08/2016	Phone/PW Yard/2873 Skyline- 5/19-6/18/16	211.81	211.81
5812	13142 13143	Custom Auto Wrap Inc	06/08/2016	Lemon Blossom Hall Sign City Entrance Sign	459.00 621.00	1,080.00
5813	Diaz	Diaz, Maria	06/08/2016	Refund/ Diaz, Maria/ BA12-001/CC13-001	793.86	793.86
5814	0520162305	Domestic Linen- California Inc	06/08/2016	Shop Towels & Safety Mats 5/20/16	96.40	96.40
5815	5/23-26/16 5/31-6/2/16	Esgil Corporation	06/08/2016	75% Building Fees- 5/23/16-5/26/16 75% Building Fees- 5/31/16-6/2/16	3,159.63 2,880.31	6,039.94
5816	2511028629	Garland/DBS Inc.	06/08/2016	City Hall/ Sheriff Roof Replacement	183,379.00	183,379.00
5817	7343388	Globalstar USA, Inc	06/08/2016	Satellite Service- 4/16/16-5/15/16	85.32	85.32
5818	Horn	Horn, Jenee	06/08/2016	Refund/ Horn, Jenee/Partial Dep- LBH 9-10-15	200.00	200.00
5819	00036788 00036894	Hudson Safe-T- Lite Rentals	06/08/2016	Orange Vests Street Signs	117.18 314.65	431.83
5820	7112	I B Trophies & Awards	06/08/2016	Name Badge- Brackney	19.44	19.44
5821	8089896	LandCare	06/08/2016	Spray/Remove Weeds - Lemon Ave & Shirley Lane Channel	1,040.00	6,234.00

	8102004			Dartmoor Street Channel Clearing & Abatement	4,144.00	
	8102031			Irrigation Repairs - City Parks & Facilities	1,050.00	
5822	07-2065 07-2147	Lemon Grove School District	06/08/2016	Fuel Services-PW: Jan16 Fuel Services-Fire Stn - May16	2,137.79 1,027.15	3,164.94
5823	IN1029922 IN1033134	Municipal Emergency Services Inc.	06/08/2016	Tax & Shipping for Bunker Boots Bunker Boots	198.22 416.64	614.86
5824	NewVision	New Vision Building & Design	06/08/2016	Refund/ New Vision Building/ PAR-150-0004	30.00	30.00
5825	WO-28256-1 WO-28312-1	Office Advantage, Inc.	06/08/2016	Office Supplies- Fire Office Supplies- City Hall	15.23 260.40	275.63
5826	P1605188	Pavement Recycling Systems, Inc.	06/08/2016	Asphalt Milling for Woodroow Ave	4,838.40	4,838.40
5827	PlanCom	PlanCom Inc.	06/08/2016	Refund/PlanCom/ ZC16-0005	68.00	68.00
5828	Jun16	PLIC- SBD Grand Island	06/08/2016	Dental Insurance - Jun'16	4,761.73	4,761.73
5829	PD-31483 PD-31569	Plumbers Depot Inc	06/08/2016	Kit Upgrade OZIII W/Built in Sonde Repair Kit	2,606.00 956.49	3,562.49
5830	7729	RapidScale Inc.	06/08/2016	Virtual Hosting - May16	2,048.07	2,048.07
5831	0047828 0048905 17546A(7) 17546A(7) 17546A(7) 17546A(7)	Rick Engineering Company	06/08/2016	CLG DVSP Update - 1/30/16-2/26/16 CLG DVSP Update - 3/26/16-4/29/16 City Eng /Traffic/Speed/Other Eng Services- 3/26/16-4/29/16 Palm Street SRTS - 3/26/16-4/29/16 CIP Upsizing/Sanitation Rate Case - 3/26/16-4/29/16 LGA Realignment - 3/26/16-4/29/16	27,792.05 10,000.00 21,553.26 440.00 2,420.00 14,946.36	77,151.67
5832	357446-1	RJ Safety Co Inc.	06/08/2016	Gloves/Ear Plugs	147.52	147.52
5833	Mar-May16	Russell, Corinne	06/08/2016	Cell Phone Reimbursement- Mar-May16	60.00	60.00
5834	FSA-Dep5/22	Schroeder, John	06/08/2016	FSA - Dependent Reimbursement- Schroeder 5/22/16	2,900.00	2,900.00
5835	5/24/2016	SDG&E	06/08/2016	3225 Olive- 4/21/16-5/20/16	92.95	92.95
5836	999142119	Sharp Rees-Stealy Medical Centers	06/08/2016	Medical Exam 5/21/16	273.00	273.00
5837	0162219-IN	South Bay Foundry Inc.	06/08/2016	Riser Rings	583.20	583.20
5838	Jun16	Standard Insurance Company	06/08/2016	Long Term Disability - Jun'16	1,624.79	1,624.79
5839	9252875049	Staples	06/08/2016	Folding Tables & Chairs for DUJ Checkpoint	1,049.05	1,049.05
5840	Jun16 May16	Sun Life Financial	06/08/2016	Life Insurance Premium - Jun'16 Life Insurance Premium - May'16	117.99 117.99	235.98
5841	4606 4613	T-Man Traffic Supply	06/08/2016	Traffic Paint - Woodrow Paving Pavement Marking	183.37 501.84	685.21
5842	2005	Telfer Pavement Technologies LLC	06/08/2016	Pavement Fabric Installation for Woodrow Ave	8,030.00	8,030.00
5843	00042262 00042469	The East County Californian	06/08/2016	Ordinance #27- Sewer Rates 5/19/16 Ordinance #27- Sewer Rates 5/26/16	70.00 73.50	143.50
5844	2500038	The Fonseca Group	06/08/2016	E210- Reflective Stripes for Rollup Doors	359.44	359.44
5845	6237-8	The Sherwin-Williams Co.	06/08/2016	Paint	44.63	44.63
5846	520160384	Underground Service Alert	06/08/2016	New Ticket Charges- May16	34.50	34.50
5847	305806	Uniform Specialist	06/08/2016	Uniforms- Richardson	524.66	524.66
5848	Jun7 16	Vantage Point Transfer Agents-457	06/08/2016	ICMA Deferred Compensation Pay Period Ending 6/7/16	580.77	580.77
5849	0124792-IN	Vavrinek, Trine, Day & Co., LLP	06/08/2016	Grant Acct /SB Report Writing Services - Apr'16	5,400.00	5,400.00
5850	9765338088	Verizon Wireless	06/08/2016	Mobile Broadband Access- 4/13/16-5/12/16	76.02	76.02
5851	P501014060	Volvo Construction Equipment & Services	06/08/2016	Roller Repair	20.61	20.61
5852	115587	West Coast Arborists, Inc	06/08/2016	Tree Maintenance - 4/16/16-4/30/16	2,928.00	2,928.00
					899,458.70	899,458.70

**LEMON GROVE CITY COUNCIL AND ROADWAY LIGHTING DISTRICT
AGENDA ITEM SUMMARY**

Item No. 1.D
Mtg. Date June 21, 2016
Dept. Public Works

Item Title: Contract Extension for Street Light Maintenance

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment A**) authorizing a one-year extension of the existing contract between the Lemon Grove Lighting District and CTE, Inc. for street light maintenance and repairs.

Item Summary:

The City and Roadway Lighting District contracts with CTE, Inc. for street light maintenance and repairs as part of a four-city consortium (El Cajon, La Mesa, Lemon Grove, and Santee). The contract became effective for Fiscal Year 2013-14 when it was approved on July 2, 2013 by Resolution No. 158. The contract included the option to extend on an annual basis through June 30, 2018 with adjustments in the contract unit prices based on the consumer price index (CPI) not to exceed CPI or 5 percent whichever amount is less.

CTE, Inc. has completed the first three years of the contract and requested a one-year contract extension and a 2.4 percent increase pursuant to the CPI for San Diego. Representatives from the other consortium members, along with City staff, agreed with the requested terms to extend the contract for one year and CPI increase.

Staff recommends that the City Council and Roadway Lighting District Board authorize the one-year extension of the CTE, Inc. contract for street light maintenance and repairs for Fiscal Year 2016-17 in an amount not to exceed \$14,500.

Fiscal Impact:

Sufficient funds for said contract were allocated in the General and Local Benefit Lighting Fund Budget for FY 2016-17.

Environmental Review:

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

Public Information:

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

Attachments:

A. Resolution

Attachment A

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE AND THE BOARD OF DIRECTORS OF THE LEMON GROVE LIGHTING DISTRICT AUTHORIZING A ONE-YEAR EXTENSION OF THE EXISTING CONTRACT BETWEEN THE CITY AND CTE, INC. FOR STREET LIGHT MAINTENANCE AND REPAIR FOR FISCAL YEAR 2016-2017

WHEREAS, the cities of El Cajon, La Mesa, Lemon Grove and Santee jointly contracted with CTE, Inc. for street light maintenance and repair; and

WHEREAS, the contract with CTE, Inc. began on August 1, 2013; and

WHEREAS, CTE, Inc. requested a one-year extension to the contract with a rate increase of 2.4 percent pursuant to the CPI for the Pacific Cities and San Diego; and

WHEREAS, the cities of El Cajon, La Mesa, Lemon Grove and Santee jointly recommended that the contract be extended for one year; and

WHEREAS, the Lemon Grove City Council and Roadway Lighting District Board finds it in the public interest that a contract for said services be extended and the rate increase be accepted.

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

1. Authorizes a one-year extension (**Exhibit 1**) commencing July 1, 2016 of the existing contract (**Exhibit 2**) between the City of Lemon Grove and CTE, Inc. for street light maintenance and repair; and
2. Accepts the 2.4 percent rate increase for the Fiscal Year 2016-2017.

/////
/////

Attachment A – Exhibit 1



CITY OF LEMON GROVE

Engineering Services Department

June 21, 2016

William Clark
Clark Telecom & Electric
9991 Possum Creek Lane
El Cajon, CA 92021

SUBJECT: Street Light Maintenance and Emergency Repair Contract Renewal for Fiscal Year 2016-2017

On June 21, 2016, the Lemon Grove City Council adopted Resolutions No. 2016-_____ that approved a one year Street Light Maintenance Contract extension with a 2.4 percent increase.

Please acknowledge receipt of this notification by signing below and returning this document within 10 calendar days of your receipt.

If you have any questions or need additional information, please call Stephanie Boyce at 619-825-3811.

Sincerely,

Tim Gabrielson
City Engineer

CLARK TELECOM AND ELECTRIC

CITY OF LEMON GROVE

William Clark, President

Lydia Romero, City Manager/Executive Director

Date

Date

3232 Main Street * Lemon Grove * California 91945-1705

619.825 3811 * Fax: 619 825 3818 * www.lemongrove.ca.gov

Attachment A - Exhibit 2



CITY OF LEMON GROVE

"Best Climate On Earth"

Public Works / Engineering Department

August 1, 2013

Reggie Clark
Contracts Manager
Clark Telecom and Electric, Inc.
9747 Vine Street
Lakeside, CA 92040

**Subject: Notice to Proceed
Street Lighting Maintenance and Repair Contract - Contract No. 2013-09**

Dear Mr. Clark:

In accordance with the terms of the above referenced contract you are hereby authorized to commence work beginning on August 1, 2013. Please submit a copy of your liability insurance.

The initial term of this contract will expire on July 31, 2014 with the option to renew each year for four years. We look forward to a mutually beneficial working relationship throughout the duration of this contract.

I will be involved with the day-to-day implementation of the contract and I can be reached at 619-825-3811 or sboyce@lemongrove.ca.gov.

Sincerely,

Stephanie Boyce
Engineering Tech III

3232 Main Street Lemon Grove California 91945-1705

619.825.3810 FAX: 619.825.3818 www.ci.lemon-grove.ca.us



Attachment A - Exhibit 2

CONTRACT (Page 1 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

THIS CONTRACT, made and entered into on the date of the last signature, by and between the Lemon Grove Roadway Lighting District, Lemon Grove, California, herein after designated as the "Lighting District", and Clark Telecom and Electric, Inc. hereinafter designated as the "Contractor".

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

1. For and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the City, the Contractor agrees with the City to furnish all materials and labor for the Street Lighting Maintenance and Repairs Contract (Contract no. 2013-09), 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 ten thousand two hundred seventy-five dollars and eight cents (\$10,275.80).
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, City/District Resolutions, and all amendments thereof, are hereby incorporated in and made part of this Contract.

Attachment A - Exhibit 2

CONTRACT (Page 2 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

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:
 - I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.
 - II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.

Attachment A - Exhibit 2

CONTRACT (Page 3 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

- 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.

Attachment A - Exhibit 2

CONTRACT (Page 4 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

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 attorneys fees.
9. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.
10. In accordance with Government Code, Section 8546.7, records of both the City and the Contractor shall be subject to examination and audit for a period of three (3) years after final payment.

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: William Clark

Title: WILLIAM CLARK - PRESIDENT

Date: 7-30-2013

By: _____

Title: _____

Date: _____

Federal ID Number: 20-8191650

CITY:

By: [Signature]

Title: Executive Director, Lemon Grove Roadway Lighting District

Date: 7-31-13

Attachment A - Exhibit 2

CONTRACT (Page 5 of 7)

~~STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)~~.. ---

ATTEST:

By: 
Title: ~~City Clerk~~, City of Lemon Grove

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

Attachment A - Exhibit 2

CONTRACT (Page 6 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

CORPORATE CERTIFICATE

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

Signed: William Clark

Title: President

Corporate Seal: _____

Attachment A - Exhibit 2

CONTRACT (Page 7 of 7)

STREET LIGHTING MAINTENANCE AND REPAIRS (CONTRACT NO. 2013-09)

PARTNERSHIP CERTIFICATE

STATE OF CA)
COUNTY OF San Diego) ss

On this 30th day of July, 2013, before me, the undersigned, a Notary Public in and for said County and State, personally appeared:

(Notary Seal)

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

Signature: William Clark

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

My Commission expires: _____

Attachment A - Exhibit 2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Diego

On July 30, 2013 before me, Jason Compber, Notary Public

personally appeared William W. Clark

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity~~s~~, and that by ~~his~~/her/their signature~~s~~ on the instrument the person~~s~~, or the entity upon behalf of which the person~~s~~ acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature: [Signature]

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document: Street Lighting Maintenance and Repairs Contract

Document Date: July 30, 2013 Number of Pages: 7

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: William W. Clark
☒ Corporate Officer — Title(s): President

- ☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Corporate Officer — Title(s): _____

- ☐ Individual
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: CTEII
Clark Telecom &
Electric

Signer Is Representing: _____

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.E
Mtg. Date June 21, 2016
Dept. City Manager

Item Title: Amended City of Lemon Grove Conflict of Interest Code

Staff Contact: Susan Garcia, City Clerk

Recommendation:

Adopt a resolution (**Attachment A**) accepting the amended City of Lemon Grove Conflict of Interest Code.

Item Summary:

Government Code Title 9, Political Reform, Chapter 7 Conflicts of Interest, Section 87306 requires every agency to amend its Conflict of Interest Code, when necessitated by changed circumstances, including the creation of new positions, which must be designated and relevant changes in the duties assigned to existing positions.

The appointed members of the Community Advisory Commission have been added.

Also, the attached Conflict of Interest Code includes consultants as public officials and provides direction in determining if their scope of work is subject to disclosure.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

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

Attachments:

A. Resolution (with Conflict of Interest Code)

Attachment A

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE LEMON GROVE, CALIFORNIA AMENDING THE CITY OF LEMON GROVE CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1974, Government Code Sections 81000, et seq., requires every governmental agency to adopt a Conflict of Interest Code that designates positions and financial interests that be disclosed by those positions; and

WHEREAS, designated positions shall file Statements of Economic Interests with the City Clerk who will make the statements available for public inspection and copied per Government Code Section 81008; and

WHEREAS, designated positions are required to file the assuming, annual, and leaving office statements of financial interest; and

WHEREAS, the Conflict of Interest Code differentiates between designated positions with different powers and responsibilities and requires disclosure of all foreseeable potential conflict of interest.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby approves the attached the City of Lemon Grove Conflict of Interest Code (Exhibit 1).

/////

/////

Exhibit 1

APPENDIX A DESIGNATED POSITIONS

Designated Positions	Disclosure Categories
Assistant Civil Engineer	1
Assistant Planner	2,3
Associate Planner	2,3
Building Inspector	2,3
Building Official	2,3
City Clerk	4,5
City Engineer (currently a contract position)	1
Code Enforcement Officer/ Storm Water Technician	4
Community Advisory Commission (appointed members)	1
Community Services Superintendent	2,3,5,6
Development Services Director	1
Development Technician II	2,3
Engineering Inspector	4
Engineering Technician	4
Fire Chief	2,3
Fire Division Chief	2,3
Management Analyst	4
Oversight Board Members	1
Public Works Director	1
Public Works Superintendent	2,3
Sanitation Supervisor	4
Senior Planner	1
Streets Supervisor	4
*Consultants	1

*Consultants are included in the designated positions and subject to disclosure requirements.

The City Manager will determine whether or not a particular consultant is "participating in the making of governmental decisions" and "serving in staff capacity." In addition, the length of the consultant's service to the City is relevant. If a firm's contract would provide services for five years, it is more likely that individuals performing these services would be in a quasi-staff capacity.

There are some circumstances when consultants work on one project or a limited range of projects and not considered to be working in "staff capacity."

Exhibit 1

APPENDIX B DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category(ies).

Disclosure Category 1

Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency; and investments and business positions in business entities, and income, including loans, gifts, and travel payments, from all sources.

Disclosure Category 2

Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Disclosure Category 3

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

Disclosure Category 4

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

Disclosure Category 5

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that filed a claim against the agency during the previous two years, or have a claim pending.

Disclosure Category 6

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to a license or utility permit.

Exhibit 1

APPENDIX C

CONSULTANTS

The term “public official” includes consultants: “Public official at any level of state or local government” means a member, officer, employee or consultant of a State or local government agency.”

Consultants are Individuals: It is not the business or firm providing services, but individual(s) working for the firm who provide the services are considered the consultants.

Participating in the Making of Governmental Decisions: If a consultant advises or makes recommendations to the decision-maker, either directly or without significant intervening substantive review, by:

- Conducting research or making any investigation which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision as referenced in Title 2 CCR s 18702.2 (1)
- Preparing or presenting any report, analysis, or opinion, orally or in writing, which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision as referenced in Title 2 CCR s 18702.2 (2)

Serving in Staff Capacity: The regulation includes only those individuals who either “participate in making governmental decisions” or are performing substantially all the same tasks that normally would be performed by staff members of a governmental entity.

Exhibit 1

CONFLICT OF INTEREST CODE DETERMINATION OF CONSULTANT DISCLOSURE REQUIREMENTS

Consultant: _____

Consultant Address: _____

Contract Term: _____ Phone Number: _____

Description of Services Provided: _____

Requesting Department: _____

EXEMPT

- ☐ Consultant is exempted from any disclosure requirement because Consultant does not meet the definition of "Consultant" under the Political Reform Act or due to the extremely limited scope of duties under this contract.

NON-EXEMPT

- ☐ Consultant is performing a specialized or general service for the City, and there is a substantial likelihood that the consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision. As a result, the consultant shall be subject to Disclosure Category 1 of the City's Conflict of Interest Code.
- ☐ Consultant is an official "who manages the investment of public funds" and must file a Statement of Economic Interests disclosing interests pursuant to Gov. Code § 87200.
- ☐ Consultant's responsibilities are too broad to allow the disclosure requirements to be narrowed. Therefore, the consultant must file a Statement of Economic Interests pursuant to the broadest disclosure categories. (See Categories 1 and 2 of the City's Conflict of Interest Code.)

City Manager

Date

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.F
Mtg. Date June 21, 2016
Dept. Development Services

Item Title: **Stormwater Professional Services Agreement with D-MAX Engineering, Inc.**

Staff Contact: Malik Tamimi, Management Analyst

Recommendation:

Adopt a resolution (**Attachment A**) approving an agreement for professional services with D-MAX Engineering, Inc. for services related to the City's Stormwater Program.]

Item Summary:

[The Regional Water Quality Control Board (RWQCB) requires the City to review and approve technical stormwater reports related to development and redevelopment projects and conduct stormwater compliance inspections of construction sites as described in the Jurisdictional Runoff Management Plan (JRMP). The City has contracted with D-MAX Engineering, Inc. (D-MAX) in previous years to meet the requirements of the State's Mandated Stormwater Permit. The City's current contract for the above mentioned services with D-MAX will expire on June 30, 2016. City staff recommends continuing the contract with D-MAX to assist City staff with meeting these Permit requirements. The proposed agreement is for a not to exceed amount of \$65,000 to review technical reports and conduct construction inspections through June 30, 2017. This amount would exceed the \$30,000 threshold for staff's approval of professional services agreements. The cost to review technical stormwater documents and conduct stormwater compliance inspections will be recovered through each project's developer deposit account. Staff recommends that the City Council adopt a resolution approving this agreement for professional services.]

Fiscal Impact:

[The total contract amount for as-needed services is not to exceed Sixty-Five Thousand Dollars (\$65,000) and is recovered through each project's developer deposit account.]

Environmental Review:

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

Public Information:

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

Attachments:

- A. Resolution

Attachment A

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH D-MAX ENGINEERING, INC. FOR STORMWATER SERVICES

WHEREAS, the Regional Water Quality Control Board (RWQCB) adopted Order No. R9-2013-0001 (Permit) replacing the previously issued stormwater permit Order No. R9-2007-0001; and

WHEREAS, the Permit went into effect on June 27, 2013; and

WHEREAS, the Permit required the City to develop a Jurisdictional Runoff Management Program (JRMP) no later than June 27, 2015, which the City completed; and

WHEREAS, the Permit also required the City to adopt a Lemon Grove Best Management Practices (BMP) Design Manual for development and redevelopment projects by February 2016, which the City adopted on February 2, 2016; and

WHEREAS, the City is required to review and approve technical stormwater reports for development and redevelopment projects consistent with the specifications in the Lemon Grove BMP Design Manual and to conduct stormwater compliance inspections; and

WHEREAS, the City has contracted with D-MAX Engineering, Inc. (D-MAX) to review technical stormwater reports and conduct stormwater compliance inspections through June 30, 2016; and

WHEREAS, the City's existing contract for plan review and stormwater compliance inspections with D-MAX will expire on June 30, 2016; and

WHEREAS, the City has requested a stormwater services agreement to continue contracting with D-MAX to meet the Permit requirements through June 30, 2017; and

WHEREAS, the cost to review technical stormwater documents and conduct stormwater compliance inspections will be recovered through each project's developer deposit account; and

WHEREAS, the cost to provide said services by D-MAX will be on an as-needed bases not to exceed \$65,000.

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

1. Approves an Agreement with D-MAX (Exhibit 1) for as-needed stormwater services for the review of technical stormwater reports related to development and redevelopment projects and stormwater compliance inspections; and
2. Authorizes the City Manager or designee to execute said agreement.

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Attachment A – Exhibit 1

AGREEMENT FOR AS-NEEDED STORMWATER QUALITY SERVICES

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and D-Max Engineering, Inc., a water and environmental sciences firm (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide stormwater construction inspection support and technical review of stormwater documents related to development and redevelopment projects on an as-needed basis for the CITY.

WHEREAS, the CITY has determined that the CONSULTANT is qualified by experience and has the ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

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

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

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services set forth in Exhibit A.

The CONSULTANT can expect to perform stormwater construction inspection support and technical review of stormwater documents related to development and redevelopment projects on an as-needed basis. This will involve the technical review of various stormwater documents and involve site visits and field inspections.

Each task will be provided to the CONSULTANT. Depending on the magnitude of an individual item, a detailed scope of work and cost proposal may be prepared, or it may simply be agreed that the work will be performed on a time and material basis. Prior to the beginning of any work, a task order may be requested that discusses the scope and fee (in the case of time and material work the fee will be a "not-to-exceed" amount.) A task order will not be valid until signed by both the CONSULTANT and the City.

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on CITY personnel for such services, except as authorized in advance by the CITY. The CONSULTANT shall participate in meetings if required by a task order to keep staff advised of the progress on the project.

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

3. **PROJECT COORDINATION AND SUPERVISION.** Malik Tamimi, Management Analyst, is hereby designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Manager to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Arsalan Dadkhah, Ph. D., PE is hereby designated as the Project Manager for the CONSULTANT.

Attachment A – Exhibit 1

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and reimbursable expenses, if any. The total cost for all work described within Exhibit A shall not exceed SIXTY-FIVE THOUSAND DOLLARS (\$65,000) without prior written authorization from the CITY for twelve months of service. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit A as determined by the CITY.

On an annual basis, the CONSULTANT may request an increase in the schedule of fees of no more than the increase in the Consumer Price Index for the previous one year period.

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

5. **LENGTH OF AGREEMENT.** This Agreement will last through June 30, 2017 from the executed date of the Agreement or until all work has been completed by the CONSULTANT and accepted by the CITY, whichever occurs first.

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

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

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

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

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

Attachment A – Exhibit 1

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

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

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

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

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

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

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

Attachment A – Exhibit 1

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

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

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

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

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

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

Attachment A – Exhibit 1

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

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

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

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

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

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

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

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

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

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

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

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

17. **LEGAL FEES.** If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, then in that event,

Attachment A – Exhibit 1

the prevailing party in such action or dispute, whether by final judgment or out-of-court settlement, shall be entitled to have and recover of and from the other party all reasonable costs and expenses of suit, including reasonable attorneys' fees.

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

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

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

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

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

In the event of termination, all finished or unfinished Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written materials shall vest in the CITY all rights set forth in Section 6.

20. NOTICES. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or sent by facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days within California or ten (10) days if the address is outside the State of California after the date of

Attachment A – Exhibit 1

deposit in a post office or mailbox regularly maintained by the United States Postal Service, (iv) if given by facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY:

Malik Tamimi, Management Analyst
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945

To the CONSULTANT:

Arsalan Dadkhah, Ph. D., PE
D-Max Engineering, Inc.
7220 Trade Street Suite 119
San Diego, CA 92121

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

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

☒ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the CITY OF LEMON GROVE Conflict of Interest Code. Specifically, the CONSULTANT shall:

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

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

22. MISCELLANEOUS PROVISIONS.

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

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

C. *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall

Attachment A – Exhibit 1

not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.

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

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

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

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

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

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

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

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

Attachment A – Exhibit 1

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

CITY OF LEMON GROVE

D-MAX ENGINEERING, INC.

Lydia Romero, City Manager

Arsalan Dadkhah, President

Date

Date

APPROVED AS TO FORM:

James Lough, City Attorney

Date

Attachment A – Exhibit 1

D-MAX Engineering, Inc.

Consultants in Water & Environmental Sciences



May 23, 2016

Mr. Malik Tamimi
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

Subject: Storm Water Services for Construction and Development

Dear Mr. Tamimi:

Per your request, D-Max Engineering, Inc. (D-Max) is pleased to submit this proposal to provide storm water services for construction and development for the City of Lemon Grove (City). All work will be completed in accordance with the City's Jurisdictional Runoff Management Program (JRMP); San Diego Regional Water Quality Control Board (Regional Board) Order No R9-2013-0001, as amended by Order Nos. R9-2015-0001 and R9-2015-0100; and the City's grading, storm water, and post-construction BMP ordinances.

Scope of Services

Task 1. Technical Review of Storm Water Plans and Reports

We will review the following submittals and provide written comments to the City based on our review:

- Erosion control plan sheets
- Post-construction best management practice (BMP) plans, usually referred to as Storm Water Quality Management Plans (SWQMP)
 - Review of the SWQMP will also include review of grading plan sheets, where applicable, to verify that BMPs proposed in the SWQMP are also shown on the plans

When necessary, we are also available to discuss comments with project proponents in meetings, on the phone, or over email. In some cases, this direct communication helps resolve deficiencies more quickly, allowing projects to comply with requirements and gain approval for storm water submittals sooner.

Deliverables for each reviewed project will include the following:

- A completed erosion control plan review checklist, using the standard form from the JRMP, for each erosion control plan reviewed
- A review letter summarizing comments for each submitted SWQMP.
- A final electronic copy of the SWQMP and associated plan sheets (to be provided by the project applicant). The project's submitted storm water requirements applicability checklist will be required to be included with the SWQMP as an appendix.

Attachment A – Exhibit 1

Malik Tamimi
City of Lemon Grove
May 23, 2016
Page 2



- A draft storm water facilities maintenance agreement (to be provided by the project applicant and recorded at the completion of the project)

We will also maintain an overall list of reviews completed by D-MAX and can provide that list to the City when necessary for reporting or other purposes.

Task 2. Construction Phase Inspections

During the construction phase, we will provide the following services:

- Attend pre-construction meeting to describe storm water requirements.
 - We will review the requirements as presented on the erosion control plan and in the SWQMP, focusing on key actions necessary to maintain compliance. The importance of erosion control BMPs, which have been the subject of multiple recent enforcement actions by the Regional Board, will also be stressed. The goal of the storm water discussion during the pre-construction meeting is to establish clear expectations for the contractor as a proactive step to minimize future risk of noncompliance.
- Conduct regular, routine inspections based on the site prioritization assigned via the process included in the JRMP.
 - During the wet season, high priority sites are inspected twice per month, medium priority sites are inspected monthly, and low priority sites are inspected as needed.
 - During site inspections, we will walk the site with the responsible person and discuss the condition of the sites and potential corrective actions during the inspection where possible. We expect that the first inspection at each project inspection will generally be longer than subsequent inspections. During all inspections after the first inspection, our inspector will document the extent to which deficiencies noted during the preceding inspections have been resolved.
 - We will document inspection results and required corrective actions on a City of Lemon Grove construction inspection form. The form will clearly identify instances of non-compliance and our recommendations for resolving the non-compliance. We will include photos, marked up schematics, or other figures as necessary to illustrate places where correction needs to be made. Inspection documentation will be delivered through email and, if necessary, by fax.
- Conduct as-needed follow-up or pre- and post-rain event inspections.
 - Additional follow-up inspections may be necessary to verify corrections required during routine inspections have been made. Often follow-up inspections are completed prior to rain to verify corrections have been made before a storm and/or after a storm to verify that BMPs performed adequately. In some cases, emailed photos demonstrating that required corrections have been made may be accepted in lieu of an onsite follow-up inspection.

Attachment A – Exhibit 1

Malik Tamimi
City of Lemon Grove
May 23, 2016
Page 3



- Collected runoff samples as needed
 - Runoff samples will be collected as needed to assess BMP effectiveness. Samples are collected from storm runoff and are typically analyzed for turbidity and pH. Additional analyses can also be completed when necessary.
- Enforcement documentation assistance
 - If enforcement action beyond providing written correction notices based on inspections becomes necessary, we will provide the City with a written description of violation(s) noted and necessary supporting documentation to support preparation of other enforcement actions, such as notices of violation, administrative citations, and stop work orders.
 - We understand that City staff will notify the Regional Board in the event that escalated enforcement action is taken.
- Post-construction BMP installation verification
 - Following completion of all the post-construction BMPs at a site, we will perform an inspection to verify that these post-construction BMPs have been constructed or installed as proposed in the SWQMP. These inspections will check for common problems like bioretention area drains not being located high enough to provide the design amount of surface ponding.
- Final SWQMP and storm water-related plan sheets, including documentation of field changes to proposed post-construction BMPs, if applicable
 - If any field changes to post-construction BMPs are proposed, we will work with City staff to require submittal of an amendment to the SWQMP and revised plan sheets to document the change. All proposed changes are subject to the same review process described in Task 1 and should not be approved to be constructed until approved through that process. Where approved, the project proponent will also be required to submit revised electronic copies of the updated plan sheets and SWQMP for the City's files.
 - If no field changes occur, the electronic files submitted in Task 1 will be saved to document the post-construction BMPs implemented.
- Verify storm water facilities maintenance agreement has been recorded prior to project finalization.
 - We will work with the City to ensure the project's maintenance agreement is recorded with the County. We will verify that the maintenance agreement accurately described the post-construction BMPs as built, and then our understanding is that City staff will work with the project proponent to record the agreement with the County Recorder.

Deliverables for each inspected project will include the following:

- Attendance at pre-construction meetings
- A completed inspection form and associated photos for each inspection
- A memo summarizing results of storm water runoff sampling for each sampling event

Attachment A – Exhibit 1

Malik Tamimi
City of Lemon Grove
May 23, 2016
Page 4



- Final, updated SWQMP and associated plan sheets in electronic copy, if amended or revised based on construction changes (electronic copies to be provided by project applicant)
- A spreadsheet listing all the post-construction BMPs for which installation was verified during the fiscal year. This will be provided at the end of the fiscal year as part of the annual reporting process.

We will also maintain an overall list of dates inspections have been completed for reference by City staff. Sites will be added to the inspection list based on notification of pre-construction meetings provided to D-MAX by City staff.

Cost Estimate

We will complete the tasks described above on a time and materials basis in accordance with the attached fee schedule, not to exceed \$65,000. We expect that the per inspection cost, including reporting and recordkeeping, will range from about \$250 to \$600 per inspection, with the amount depending on the extent of deficiencies noted at the sites, whether we are inspecting one site or multiple sites during a single trip to the City, and the amount of follow-up correspondence necessary following each inspection. Plan review cost will vary depending on the size and complexity of the project.

All invoices for work under this project will clearly break out costs separately for each project reviewed or inspected.

Should you have any questions regarding the above comments, please call me at (858) 586-6600, extension 22.

Sincerely,
D-MAX Engineering, Inc.

A handwritten signature in black ink, reading 'Arsalan Dadkhah'.

Arsalan Dadkhah, Ph.D., P.E.
Principal

Attachment A – Exhibit 1



SCHEDULE OF FEES

City of Lemon Grove Construction and Development Storm Water Services

January 1, 2016

LABOR

<u>Classification</u>	<u>Hourly Rate</u>
Word Processor	65
Drafter	75
Technician	75
Senior Technician	85
Staff Scientist/Engineer I	95
Staff Scientist/Engineer II	110
Assistant Project Scientist/Engineer	120
Project Scientist/Engineer	135
Senior Scientist/Engineer	155
Principal Scientist/Engineer	175

Field and hourly services will be charged portal to portal from our office, with a two-hour minimum.

Appearance as expert witnesses at court trials, mediation, arbitration hearings and depositions will be charged at \$200/hour. Time spent preparing for such appearances will be charged at the above standard hourly rates

OTHER CHARGES

Subcontracted services, such as sub consultants, outside testing, drilling, and surveyors, will be charged at cost plus 15%. Other project-specific costs, such as rentals, expendable or special supplies, special project insurance, permits and licenses, shipping, subsistence, tolls and parking, outside copying/printing, etc., will be charged at cost plus 15%. Mileage will be charged at the current IRS rate. Meals, lodging, and travel expenses, when pre-approved by the City, will be charged at cost or at standard per diem rates, as applicable.

Client will be responsible for any applicable taxes in addition to the fees due for Services.

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.G
Mtg. Date June 21, 2016
Dept. Public Works

Item Title: Ratify an Agreement with George Hills Company

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment A**) ratifying an agreement for claims management services with George Hills Company.

Item Summary:

On April 19, 2016, the City Council adopted a resolution that approved an agreement for claims management services with George Hills Company. Post City Council approval, city staff embedded the scope of work, which was originally shown as an exhibit at the April 19th City Council meeting. The reason for this amendment was to simplify and clarify the scope of work as the core content of the agreement and not shown as an exhibit. It is important to note that no terms of the agreement changed from the original scope of work. The only change was where the scope of work is shown in the agreement. Based on the review and recommendation of the City Attorney, staff is returning to the City Council to adopt a resolution (**Attachment A**) ratifying an agreement for claims management services with George Hills Company.

Fiscal Impact:

None.

Environmental Review:

☒ Not subject to review

☐ Negative Declaration

☐ Categorical Exemption, Section []

☐ Mitigated Negative Declaration

Public Information:

☒ None

☐ Newsletter article

☐ Notice to property owners within 300 ft.

☐ Notice published in local newspaper

☐ Neighborhood meeting

Attachments:

A. Resolution

Attachment A

RESOLUTION NO. [2016 -]

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA RATIFYING THE CLAIMS MANAGEMENT SERVICES AGREEMENT WITH GEORGE HILLS COMPANY

WHEREAS, on April 19, 2016 an agreement was awarded to George Hills Company for claims management services; and

WHEREAS, city staff consolidated the scope of work shown as an exhibit into the core language of the agreement which more clearly clarifies the scope of work; and

WHEREAS, no terms of the agreement presented on April 19, 2016 were changed as a part of this ratification.]

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby ratifies the agreement (**Exhibit 1**) with George Hills Company for claims management services.]

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Attachment A – Exhibit 1

AGREEMENT BY AND BETWEEN THE CITY OF LEMON GROVE AND GEORGE HILLS COMPANY

THIS AGREEMENT is approved and effective on May 1, 2016, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and GEORGE HILLS COMPANY is a California Corporation doing business as a licensed, independent insurance adjuster(s) and administrator(s) (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide third party claims adjusting and administration services. CLIENT is desirous of availing itself of property and liability claims adjusting and administrative services. The CONSULTANT is a claim administrative firm experienced in the handling of self-insured claims and is ready to and capable of performing such services. As such, the CONSULTANT shall act as a representative of the CLIENT for the investigation, adjustment, processing, supervision and evaluation of general liability, motor vehicle, and potential money damage claims filed by third parties against the CLIENT, or against parties for whom the CLIENT is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent, or careless acts and/or omissions.

WHEREAS, the CITY has determined that the CONSULTANT is a California Corporation doing business as licensed, independent insurance adjusters and administrators, with John Chaquica, CEO.

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

- 1) **ENGAGEMENT OF CONSULTANT.** The CITY hereby agrees to engage the CONSULTANT and the CONSULTANT hereby agrees to perform the services hereinafter set forth in accordance with all terms and conditions contained herein. The CONSULTANT represents that all services required hereunder will be performed directly by the CONSULTANT or under direct supervision of the CONSULTANT.
- 2) **CITY RESPONSIBILITY:** The CITY agrees to provide the following:
 - a) CITY shall cooperate with CONSULTANT as may be reasonably necessary for CONSULTANT to perform its services.
 - b) CITY agrees to provide direction to CONSULTANT as requested regarding particular project requirements.
 - c) CITY shall identify primary contact person for account as well as for billing and loss run submission. In addition, CITY shall be responsible for reporting all changes thereto.
 - d) CITY shall be responsible for reporting all Bodily Injury Claims in addition to all other items noted in Attachment A "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)"
 - e) CITY shall be responsible for calculating and maintaining pool aggregate information.

Attachment A – Exhibit 1

- 3) **SCOPE OF SERVICES.** The CONSULTANT agrees to provide complete claim handling services on each accident or incident which is or may be the subject of a claim. Such services shall include the following:
- a) **INVESTIGATIVE SERVICES:** CONSULTANT agrees to provide complete investigative services including, but not limited to:
- i) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims
 - ii) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all CITY losses but not to include extraordinary investigative services outside the expertise of CONSULTANT.
 - iii) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
 - iv) Undertake items of investigation requiring special handling for CITY at the direction of the CITY's Attorney or authorized representative.
- b) **LIABILITY AND PROPERTY CLAIM HANDLING SERVICES:** CONSULTANT agrees to provide complete claim handling services on each accident or incident which is or may be the subject of a claim. Such services shall include the following.
- i) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
 - ii) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
 - iii) Ensure timely claim handling, including contact and follow-up with claimants regarding claim issues and processing.
 - iv) Determine the need for defense representation, recommend legal counsel, and manage litigation activity.
 - v) Report claims to the excess insurer and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
 - vi) Maintain records on any such claim and notify CITY when CITY is about to exhaust the Self Insured Retention.
 - vii) Obtain settlement agreements and releases upon settlement of claims or potential claims not in litigation.
 - viii) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Agreements in compliance with Section 111 of the MMSEA including the required reporting (see Attachment A).
 - ix) Provide an account manager and lead liability adjuster.
- c) **LEGAL SUPPORT SERVICES:** CONSULTANT agrees to provide the following legal support services on each claim in which a third party claimant has commenced or threatened to commence litigation:
- i) Upon notification by the CITY that litigation has been filed on an open claim, contact and provide counsel with all information and files concerning the claim.
 - ii) Cooperate with and assist any defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
 - iii) Assist in responding to discovery or preparing discovery.
 - iv) At the request of the CITY, attend mandatory settlement conferences on behalf of CITY.

Attachment A – Exhibit 1

- v) At the request of the CITY appear on behalf of CITY in small claims actions filed against CITY on open claims handled by CONSULTANT.
 - vi) Review, evaluate and adjust defense counsel statements for services.
 - vii) Regularly and reasonably discuss, review, and direct investigation issues, discovery, and case strategy with counsel.
 - viii) Review and evaluate case evaluations, correspondence and status reports forwarded to CONSULTANT by counsel.
 - ix) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the CITY.
- d) REPORTS AND PROCEDURES: CONSULTANT agrees to provide the following:
- i) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, CONSULTANT will provide CITY with a full factual report, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, the CONSULTANT will report as often as warranted by any important change in status but no longer than every (90) days until the claim closes unless extended diary is appropriate.
 - ii) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for the CONSULTANT in connection with this agreement shall be CITY 's property and constitute the CONSULTANT work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for the CITY is the property of the CONSULTANT. Additional copies of original reports, documents, and data requested by the CITY will be at the CITY's expense in accordance with this agreement.
 - iii) CONSULTANT agrees that CITY or its auditors shall have access and the right to audit and reproduce any of the CONSULTANT relevant records to ensure that the CITY is receiving all services to which the CITY is entitled under this Agreement or for any purpose relating to the Agreement.
- e) DATA: CONSULTANT agrees to perform the following:
- i) Utilize its "State of the Art" claims information system—SIMS.
 - ii) Record all claim information including all financial data.
 - iii) Provide CITY Read only on-line access to the claims data system, if desired by CITY.
 - iv) Provide monthly standard loss run and check register.
 - v) Provide annual claims data report for actuary and auditors upon request.
 - vi) Provide an annual Quality Assurance report.
 - vii) Provide assistance to CITY in developing customized reports when requested (may require additional charge).
 - viii) Convert the open claims data as of June 30, 2016.
- f) CLAIM REVIEW MEETINGS: CONSULTANT shall, upon request, meet with CITY to review and discuss claims inventory and claims results of past period and delivery of services by CONSULTANT.

Attachment A – Exhibit 1

- g) FINANCIAL ACCOUNTING: Upon request CONSULTANT shall provide the following:
- i) If requested by the CITY, establish and maintain a trust fund for the purpose of paying indemnity and expenses that may be due on the claims. The amount to be maintained in the trust fund shall be determined by the CITY.
 - ii) Maintain a copy of all checks drawn by the CONSULTANT to pay claims and claims related expenses.
 - iii) Submit monthly check registers of all transactions made for the period.
 - iv) Complete or update Attachment B "Preferred Method of Check Processing" for check processing options. V
- h) SUBROGATION: During the course of CONSULTANT handling of a general liability and/or subrogation claim for CITY, if the institution of a civil action is determined by CITY to be the best course of action and in the best interest of CITY, then CITY may, at CITY's own expense:
- i) Authorize CONSULTANT to engage the services of a litigation attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for CITY. Upon determination by the attorney that a civil action is in the best interest of CITY, CONSULTANT will notify CITY and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney; or
 - ii) Recall the claim to CITY's control so that CITY may pursue recovery in a manner to be determined by the CITY's attorney to be in the best interest of the CITY. In the event CITY recalls the claim as indicated above, CITY shall be responsible for payment to CONSULTANT of any and all time and expense incurred by CONSULTANT's claim adjuster (general liability and/or subrogation) or other general liability or subrogation specialist up to the time wherein the claim has been recalled by CITY.
 - iii) While CONSULTANT is handling a subrogation claim for CITY pursuant to the terms of this Agreement, the institution of a civil action is determined by CITY to be the best course of action, CITY may, at CITY's own expense.
 - iv) Authorize CONSULTANT to engage the services of a duly-licensed attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for CITY. Upon determination by the litigation attorney that a civil action is in the best interest of CITY, CONSULTANT will notify CITY and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney;
 - v) Recall the claim to CITY's control so that CITY may pursue recovery in a manner to be determined by the CITY's attorney to be in the best interest of the CITY. In the event CITY recalls the claim as indicated above, CITY shall be responsible for payment to CONSULTANT of any and all time and expense incurred by CONSULTANT's subrogation claim adjuster and/or other subrogation specialist up to the time wherein the claim has been recalled by CLIENT.
- i) Agreement Negotiations: The CITY may unilaterally, or upon request from the CONSULTANT to reduce or increase the scope of services to be performed by the CONSULTANT under this agreement. Upon doing so, the CITY and the CONSULTANT agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.
- j) File Retention: CONSULTANT shall retain in accordance with the CITY's record retention policy up to a maximum of seven (7) years. After seven (7) years, unless

Attachment A – Exhibit 1

requested by the CITY to retain at its own expense, CONSULTANT shall delete the scanned files in accordance with the timeline stated in Attachment C.

- k) Denial, Compromise or Settlement of Claims: It is agreed that CITY has granted \$0.00 authority to the CONSULTANT for the purpose of compromising, settling, and paying any claims against CITY being handled by the CONSULTANT. CITY has granted \$0.00 authority to the CONSULTANT for the purpose of issuing payment for legal expenses. Prior approval to compromise or settle any claim, or pay any expense will be obtained from the designated claims officer or employee on matters exceeding the authority granted above.
- 4) PROJECT COORDINATION AND SUPERVISION. The City Manager or designee is hereby being designated as the Project Coordinator for the CITY and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. John Chaquica or designee thereby is designated as the Project Director for the CONSULTANT.
- 5) COMPENSATION AND PAYMENT. The compensation for the CONSULTANT shall be based on monthly billings covering time and materials expense charges when required in the form of adjuster's fees. Billings shall include name, title, respective rates, hours worked and also materials, if any. The total cost for all work described below shall not exceed fifteen thousand (\$15,000.00) (the Base amount) through June 30th each year without prior written authorization from the City Manager or designee. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with and determined by and in the sole discretion of the CITY. The CONSULTANT shall maintain all books, documents, papers, time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of the final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.
 - a) Compensation for services provided during subsequent years may be re-negotiated annually, but will not increase by more than 3%. Such change, if any, shall be submitted to CITY by May 1st of each year. Submission shall be in writing and subject to mutual agreement.

Attachment A – Exhibit 1

- b) Time and expense fees will be as follows:
 - i) Adjuster's Fee: \$83.00 per hour.
 - ii) Auto Expense: Standard IRS rate
 - iii) Allocated file expenses to be paid at cost.
 - iv) Custom reporting beyond the above will be furnished upon request at an additional cost to be agreed upon by the CONSULTANT and CITY.
 - c) Administration Fee: N/A and shall be for the following:
 - i) Data access to claims data system.
 - ii) Monthly listing of open claims by date of loss, department, location, and alpha by name showing expense categories, reserves and total incurred.
 - iii) Monthly claim summary reports, within 15 days of month-end .
 - iv) Provide loss run data and required reports for actuarial and auditing purposes.
 - v) Provide annual summary of claims activity.
 - vi) Medicare transmission and reporting.
 - vii) Financial accounting if applicable.
 - d) Subrogation Fee: 30% contingency fee.
 - e) Catastrophic Clause: Should a catastrophic event occur resulting in 10 or more claims, CITY shall be billed time and expense for said claims at \$83.00 per hour.
- 6) **LENGTH OF AGREEMENT.** This agreement will last until June 30, 2017. The contract may be extended for four (4) additional one (1) year periods by written agreement of the parties, and may be subject to both City Council appropriation of funds and City Council authorization of such contract extension(s). Unless otherwise stated only Section 4 and Section 5, shall be open for amendment for services each fiscal year.
- 7) **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the CONSULTANT discharges the City of all of the City's payment obligations and liabilities under this agreement.

Attachment A – Exhibit 1

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

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

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

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

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

- 9) **CONTROL.** Neither the CITY nor its officers, agents or employees shall have any control over the conduct of the CONSULTANT or any of the CONSULTANT's employees except as herein set forth, and the CONSULTANT expressly agrees not to represent that the CONSULTANT or the CONSULTANT's agents, servants, or employees are in any manner agents, servants or employees of the CITY, it being understood that the CONSULTANT, its agents, servants, and employees are as to the CITY wholly independent CONSULTANTS and that the CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement
- 10) **COMPLIANCE WITH APPLICABLE LAW.** The CONSULTANT, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and regulations of the CITY OF

Attachment A – Exhibit 1

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

- 11) **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. The CONSULTANT represents and covenants that the CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONSULTANT to practice its profession. Submittals Required with the Agreement. Failure of the CONSULTANT to provide the following documentation with the executed agreement will cause delay in the agreement being executed by the City:
- a) Insurance as specified in Section 15 of this agreement;
 - b) City Business License;
- 12) **STANDARD OF CARE.** The CONSULTANT, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S trade or profession currently practicing under similar conditions and in similar locations. The CONSULTANT shall take all special precautions necessary to protect the CONSULTANT's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.
- a) Unless disclosed in writing prior to the date of this agreement, the CONSULTANT warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.
 - b) The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.
 - c) City's Right to Terminate for Default. If the CONSULTANT fails to perform or adequately perform any obligation required by this agreement, the CONSULTANT's failure constitutes a Default. If the CONSULTANT fails to satisfactorily cure a Default within ten (10) calendar days of receiving a written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the CONSULTANT, and any person claiming any rights by or through the CONSULTANT under this Agreement. The rights and remedies of the City enumerated in this paragraph are cumulative and shall not limit the City's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the City against the CONSULTANT.

Attachment A – Exhibit 1

- 13) **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.
- 14) **CONFIDENTIAL INFORMATION.** The CITY may from time to time communicate to the CONSULTANT certain confidential information to enable the CONSULTANT to effectively perform the services to be provided herein. The CONSULTANT shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONSULTANT shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONSULTANT, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of the CONSULTANT without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONSULTANT by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party; or (v) is disclosed according to law or court order.
- a) The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the CITY. In its performance hereunder, the CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.
 - b) CONSULTANT shall be liable to CITY for any damages caused by breach of this condition, pursuant to the provisions of Section 14.
- 15) **INDEMNIFICATION AND HOLD HARMLESS.** The CONSULTANT shall indemnify, defend, and hold harmless the CITY, and its officers, officials, agents and employees from any and all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its employees, agents, and subCONSULTANTS in the performance of services under this Agreement. CONSULTANT's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONSULTANT's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONSULTANT expressly agree that any payment, attorney's fees, costs or expense CITY incurs or makes to or on behalf of an injured employee under the CITY 's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this section, and that this section will survive the expiration or early termination of this Agreement.

Attachment A – Exhibit 1

- 16) **INSURANCE.** The CONSULTANT, at its sole cost and expense, shall purchase and maintain, and shall require its subCONSULTANTS, when applicable, to purchase and maintain throughout the term of this agreement, the following insurance policies:
- a) Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
 - b) Employee fidelity bond in the amount of \$500,000.
 - c) Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include hired and non-owned vehicles.
 - d) Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all personal injury, bodily injury and property damage arising out of its operation under this Agreement. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.
 - e) Workers' compensation insurance covering all of CONSULTANT's employees. The CONSULTANT shall comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement. That policy shall provide a minimum of \$1,000,000 of employer's liability coverage, and the CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.
 - f) The aforesaid policies shall constitute primary insurance as to the CITY, its officers, employees, and volunteers, so that any other policies held by the CITY shall not contribute to any loss under said insurance. Said policies shall provide for thirty (30) days prior written notice to the CITY of cancellation or material change.
 - g) If any required insurance coverage is provided on a "claims made" rather than "occurrence" form, the CONSULTANT shall maintain such insurance coverage for three years after expiration of the term (and any extensions) of this Agreement.
 - h) Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the CITY.
 - i) Deductibles. All deductibles on any policy shall be the responsibility of the CONSULTANT.
 - j) **Specific Provisions Required.** Each policy required under this section shall expressly provide, and an endorsement shall be submitted to the City, that:
 - i) Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement form CG 20 12, or equivalent, which shall be submitted to the CITY.
 - ii) The Policies cannot be canceled, non renewed or materially changed except after thirty (30) calendar days prior written notice by the CONSULTANT to the CITY by

Attachment A – Exhibit 1

certified mail, as reflected in an endorsement which shall be submitted to the CITY except for non-payment of premium, in which case ten (10) days notice will be provided.

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

k) The CONSULTANT may obtain additional insurance not required by this Agreement.

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

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

If a third part dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the City's request, the CONSULTANT, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The CONSULTANTs assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

- a) Agreement may also be terminated immediately by the CITY for cause in the event of a material breach of this Agreement that is not cured to the City's satisfaction within a ten (10) day prior cure period, or material misrepresentation by the CONSULTANT in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.
- b) Termination with or without cause shall be effected by delivery of written Notice of Termination to the CONSULTANT as provided for herein.
- c) In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONSULTANT, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the

Attachment A – Exhibit 1

amounts payable hereunder, and less any damages caused the CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

- d) The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the CONSULTANT; (2) a reorganization of the CONSULTANT for the benefit of creditors; or (3) a business reorganization, change in business name or change in business status of the CONSULTANT.
- e) The termination of the services shall be effective upon receipt of the notice by the CONSULTANT.

20) **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of:

- a) if personally delivered, the date of delivery to the address of the person to receive such notice,
- b) if sent by overnight mail, the business day following its deposit in such overnight mail facility,
- c) if mailed by registered, certified or ordinary mail, five (5) days (ten (10) days if the address is outside the State of California) after the date of deposit in a post office, mailbox, mail chute, or other like facility regularly maintained by the United States Postal Service,
- d) if given by telegraph or cable, when delivered to the telegraph company with charges prepaid, or
- e) if given by telex, telecopy, facsimile or fax, when sent. Any notice, request, demand, direction or other communication delivered or sent as specified above shall be directed to the following persons:

To the CITY:

Lydia Romero, City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONSULTANT:

John Chaquica, CEO
George Hills Company
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670

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

21) **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.** During the term of this Agreement, the CONSULTANT shall not perform services of any kind for any person or entity whose interest's conflict in any way with those of the CITY OF LEMON GROVE. The CONSULTANT also agrees not to specify any product, treatment, process or material for the project in which the CONSULTANT has a material financial interest, either

Attachment A – Exhibit 1

direct or indirect, without first notifying the CITY of that fact. The CONSULTANT shall at all times comply with the terms of the Political Reform Act and the Lemon Grove Conflict of Interest Code. The CONSULTANT shall immediately disqualify itself and shall not use its official position to influence in any way any matter coming before the CITY in which the CONSULTANT has a financial interest as defined in Government Code Section 87103. The CONSULTANT represents that it has no knowledge of any financial interests that would require it to disqualify itself from any matter on which it might perform services for the CITY.

If the CONSULTANT violates any conflict of interest laws or any of these provisions in this section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the CONSULTANT to liability to the CITY for attorney fees and all damages sustained as a result of the violation.

☐ If checked, the CONSULTANT shall comply with all of the reporting requirements of the Political Reform Act and the CITY OF LEMON GROVE Conflict of Interest Code. Specifically, the CONSULTANT shall:

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

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

22) MISCELLANEOUS PROVISIONS.

- a) *Computation of Time Periods.* If any date or time period provided for in this Agreement is or ends on a Saturday, Sunday or federal, state or legal holiday, then such date shall automatically be extended until 5:00 p.m. Pacific Time of the next day which is not a Saturday, Sunday or federal, state or legal holiday.
- b) *Counterparts.* This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.
- c) *Captions.* Any captions to, or headings of, the sections or subsections of this Agreement are solely for the convenience of the parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of the validity of this Agreement or any provision hereof.
- d) *No Obligations to Third Parties.* Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, or obligate any of the parties hereto, to any person or entity other than the parties hereto.
- e) *Exhibits and Schedules.* The Exhibits and Schedules attached hereto are hereby incorporated herein by this reference for all purposes.
- f) *Amendment to this Agreement.* The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.
- g) *Waiver.* The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.
- h) *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

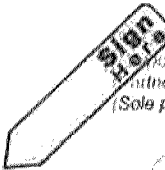
Attachment A – Exhibit 1

- i) *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.
- j) *Successors and Assigns.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- k) *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.
- l) *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

Attachment A – Exhibit 1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and it shall take effect May 1, 2016.

CITY OF LEMON GROVE



LEMON GROVE HILLS COMPANY
(Incorporation – signatures of two corporate officers)
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
Lydia Romero
City Manager
(Title)

(Date)

By: John E. Chaquica
John E. Chaquica
Chief Executive Officer
(Title)
5/26/16
(Date)

Kim Santin
Kim Santin
Finance Director
(Title)
5/27/2016
(Date)



APPROVED FORM:

By: _____
James Lough
City Attorney
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

Attachment A – Exhibit 1

ATTACHMENT A

MEDICARE, MEDICAID, AND SCHIP EXTENSION ACT OF 2007 (MMSEA)

This law requires liability insurers, self-insurers, no fault insurers and workers' compensation insurers to report certain information to The Centers for Medicare and Medicaid Services (CMS) concerning Medicare beneficiaries. The penalty for failure to comply is \$1,000 per day, per claimant.

George Hills Company, Inc. (GHC) has contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for the CLIENT. ExamWorks shall represent the CLIENT and Responsible Reporting Entity (RRE) to this existing contract and this addendum, and will be the designated reporting agent. GHC will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. GHC agrees to assume the responsibility for reporting data to ExamWorks to meet all reporting requirements in accordance with MMSEA, on behalf of the RRE; including assuming responsibility for any fines or penalties that are directly caused by GHC's non-compliance. GHC further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from GHC's direct failure to timely and accurately provide the reporting data to ExamWorks. The above-mentioned obligations to indemnify and hold-harmless shall not be applicable to matters relating to delays caused by RRE or other third parties, or inaccurate data supplied to GHC by RRE or other third parties.

By agreement with GHC, ExamWorks will indemnify and hold GHC harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of its obligations as reporting agent, which indemnity will include all reasonable costs of litigation and attorneys' fees incurred. Without in any way limiting the indemnity set forth in this Agreement, all work performed by ExamWorks will be done in a good and professional manner.

GHC shall perform the necessary data gathering for RRE and ExamWorks; as such GHC shall include in our monthly invoicing the time for such work at our contract hourly rate.

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GHC, and its RREs, without charge, subject to the following. RRE will designate ExamWorks, unless otherwise requested, as its exclusive vendor for all of RRE's "Qualified Referrals" (those claims determined to require Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) and RRE will utilize other ExamWorks services related to Medicare Secondary Payer (MSP) compliance identified in their fee schedule.

Attachment A – Exhibit 1

ATTACHMENT B

PREFERRED METHOD OF CHECK PROCESSING

- 1 Selection of Bank
- a) Clients Choice ☐
- Name _____
- Address _____
- Please provide signature cards, sample check, starting check number, name of contact person
- b) GHC uses CA Bank & Trust ☐
- 2 Trust Balance Desired \$ _____
3. Account funding: GHC will notify client when the balance falls below required balance
- 4A. Number of Signatures Required
- a) One ☐
- b) Two on all checks ☐
- c) Two on checks in excess of \$ _____ ☐
- 4B If two signatures are required please specify:
- a) Both GHC ☐
- b) One GHC, one client ☐
- GHC signers: John Chaquica, CEO; Randy Rendig, President; Kimberly Santin, Finance Director
5. Accountability
- a) Positive Pay Yes ☐ No ☐
- GHC recommends positive pay to mitigate the potential for fraud.
- b) Daily check registers Yes ☐ No ☐
- c) Statement to be balanced by client ☐
- d) Statement to be balanced by GHC with copies to client ☐

Attachment A – Exhibit 1

ATTACHMENT C

TIME LINE FOR RECORD RETENTION

Claim Files with TPA	7 years after date closed CONSULTANT shall scan and delete all files in accordance with the timeline stated in Attachment C.
Claims Involving Minors	3 years from age 18 or 7 years whichever is longer from closure
Litigated Claims Files	5 years after litigation is concluded
Formal Notice of Liability Claim	Closed + 2 years unless litigated
General Correspondence	3 years
Incident Reports	Closed + 2 years unless litigated
Investigative Files and Tapes	7 years
Loss Runs	Current year-end report + 7 years

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.H
Mtg. Date June 21, 2016
Dept. Public Works

Item Title: Rejecting all bids for the 2015 CIP Street Rehabilitation Project, Slurry

Staff Contact: Mike James, Public Works Director and Tim Gabrielson, City Engineer

Recommendation:

Adopt a resolution (**Attachment B**) rejecting all bids for the 2015 CIP Street Rehabilitation Project, Slurry (Contract No. 2016-27).

Item Summary:

In keeping with the roadway improvements per the City's adopted pavement management program, the City advertised the 2015 CIP Street Rehabilitation Project, Slurry. On May 31, 2016, the City received three sealed bids from pre-qualified construction contractors. The apparent low bidder was Koch-Armstrong at \$193,177.23. The engineer's estimate for this project was \$164,500.00. The lowest bid received was 17 percent or \$28,677.23 greater than the engineer's estimate.

The staff report (**Attachment A**) details the streets that were included in bid request, an analysis of the bid's received, and concludes with staff recommendation to adopt a resolution (**Attachment B**) rejecting all bids for the 2015 CIP Street Rehabilitation Project, Slurry (Contract No. 2016-27).

Fiscal Impact:

TransNet funds were budgeted for this project as part of the Five-Year Capital Improvement Program. .

Environmental Review:

- | | |
|---|---|
| ☒ Not subject to review | ☐ Negative Declaration |
| ☐ Categorical Exemption, Section 15304 | ☐ Mitigated Negative Declaration |

Public Information:

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

Attachments:

- A. Staff Report
- B. Resolution

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.H

Mtg. Date June 21, 2016

Item Title: Rejecting all bids for the 2015 CIP Street Rehabilitation Project, Slurry

Staff Contact: Mike James, Public Works Director and Tim Gabrielson, City Engineer

Discussion:

In keeping with the City's pavement management program (PMP) staff solicited bids for the 2015 CIP Street Rehabilitation, Slurry (Contract No. 2016-27) to treat the following streets:

Street Name	Limits
Corte Del Sur	Primera to cul-de-sac
Placentia St.	El Prado to San Altos
Ramon	Madera to La Corta
Deborah Pl.	Longdale to Longdale
El Dora St.	Lemon Grove Ave. to Alton Drive
La Corte St.	Massachusetts to Ramon
Roy St.	Kempf St. to Washington St.
Lebuan Dr.	Sarawak to Blossom Ln.
El Prado Ave.	Massachusetts Ave. to Ramon
Patero Ct.	El Prado to cul-de-sac
Plata Ct.	Primera to cul-de-sac
Arcadia	Citronella to Mt. Vernon
Deville Dr.	Watwood to City limits
La Corte Cir.	La Corte St. to La Corte St.
New Jersey Ave.	Broadway to San Miguel
Longdale	Citronella to Skyline Dr.
Alberdi Dr.	El Prado Ave. to San Altos Pl.

In addition to the slurry treatment the contractor was asked to provide cost estimates for 4,309 linear feet of striping and 21 stop legends.

Attachment A

In May 2016, the City invited sealed bids for the 2015 CIP Street Rehabilitation Project, Slurry (Contract No. 2016-27) from the City's pre-qualified list of contractors. On May 31, 2016, the City received 3 sealed bids. Each company is listed below with its location and project bid total.

Bidder's Name	Location	Amount
Koch-Armstrong	Lakeside, CA	\$193,177.23
Pavement Coatings Co.	Jurupa Valley, CA	\$213,861.86
All American Asphalt	Corona, CA	\$247,256.80
Average Bid Amount		\$218,098.63

The engineer's estimate for this project was \$164,500. The lowest bid was submitted by Koch Armstrong in the amount of \$193,177.23, which is 17 percent over the engineer's estimate and \$28,677.23 over the amount budgeted for this project.

Considering the rather large differential between the engineer's estimate and lowest bid received, staff reviewed its process used for creating an engineer's estimate. During this analysis staff concluded that in this instance the difference could be due to the advertised compressed work schedule, increasing market competition, and higher costs related to the rubberized asphalt emulsion called for versus conventional slurry specifications.

In moving forward, staff anticipates the same streets that were bid as a part of this project will be included in the Fiscal Year 2016-2017 (FY 2016-17) paving project which is anticipated to be advertised no later than Fall 2016. Staff anticipates that at the end of next fiscal year the city will have treated the majority of the streets listed on its pavement management program up to FY 2016-17.

Conclusion:

Staff recommends that the City Council adopt a resolution (**Attachment B**) rejecting all bids for the 2015 CIP Street Rehabilitation Project, Slurry (Contract No. 2016-27).

Attachment B

RESOLUTION NO. 2016-_____

RESOLUTION OF THE LEMON GROVE CITY COUNCIL REJECTING ALL BIDS FOR THE 2015 CIP STREET REHABILITATION, SLURRY PROJECT

WHEREAS, the City of Lemon Grove's Five-Year Capital Improvement Program earmarks funding for the 2015 CIP Street Rehabilitation, Slurry project; and

WHEREAS, bids were solicited and three sealed bids were received for the 2015 CIP Street Rehabilitation, Slurry, Project; and

WHEREAS, bids were opened and read aloud and the lowest responsive bidder was Koch-Armstrong; and

WHEREAS, all bids, including the lowest bid, were over the City's \$170,000 budget and \$164,500 engineer's estimate; and

WHEREAS, the City Council finds it in the public interest that all bids be rejected and rebid the project next fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby rejects all bids for the 2015 CIP Street Rehabilitation, Slurry Project received on May 31, 2016.

/////

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**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.1
Mtg. Date June 21, 2016
Dept. Public Works

Item Title: **Servings Seniors Lease Agreement at the Lemon Grove Senior Center**

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment A**) approving a three-year lease agreement with Serving Seniors at the Lemon Grove Senior Center.

Item Summary:

Since September 2008, Serving Seniors has provided senior programming and nutrition services at the Lemon Grove Senior Center. During this time, Serving Seniors has met all the conditions of the existing lease agreement while providing quality senior programming and nutritional needs to the senior community in the City. Serving Seniors has many years of experience in providing senior services to various communities throughout San Diego. Daily lunch service, home delivered meals, classes and counseling are among some of the valuable services that the lessee provides to the seniors of Lemon Grove and surrounding communities.

Serving Seniors wishes to continue its relationship with the City by entering into a new three-year lease agreement, at a monthly rate of \$1,320.46 to continue providing senior programming and nutrition services.

Staff prepared a lease agreement (**Attachment A**) for City Council to consider. As part of the lease agreement, the City will continue to pay utilities and provide janitorial services at the Senior Center. Additionally, Serving Seniors will continue to provide the City with all required certificates of insurance and quarterly reports reflective of their services rendered to the community.

Fiscal Impact:

The lease will generate \$15,845.52 in General Fund revenue in Fiscal Year 2016-2017.

Environmental Review:

☒ Not subject to review

☐ Negative Declaration

☐ Categorical Exemption, Section

☐ Mitigated Negative Declaration

Public Information:

☒ None

☐ Newsletter article

☐ Notice to property owners within 300 ft.

☐ Notice published in local newspaper

☐ Neighborhood meeting

Attachments:

A. Resolution

Attachment A

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING A THREE-YEAR LEASE AGREEMENT WITH SERVING SENIORS FOR USE OF THE LEMON GROVE SENIOR CENTER

WHEREAS, the City of Lemon Grove owns the building commonly known as the Lemon Grove Senior Center located at 8235 Mt. Vernon, Lemon Grove, California; and

WHEREAS, Serving Seniors has leased the Senior Center since September 2008; and

WHEREAS, the City deems the services provided by Serving Seniors as being beneficial to the community; and

WHEREAS, the City and Serving Seniors wish to enter into a three-year lease agreement for the Senior Center; and

WHEREAS, the Lemon Grove City Council determines that continuing a lease agreement with Serving Seniors to provide senior programs and nutrition services to the senior community in Lemon Grove is a benefit.

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

1. Approves a three-year lease agreement (**Exhibit 1**) commencing on July 1, 2016 between the City of Lemon Grove and Serving Seniors to provide senior programming and nutritional services at the Lemon Grove Senior Center; and
2. Authorizes the City Manager or designee to execute all documents necessary to manage the lease agreement.

/////

/////

Attachment A – Exhibit 1

LEASE AGREEMENT FOR USE OF THE LEMON GROVE SENIOR CENTER

This Agreement is effective this 1st day of July, 2016 by and between the City of Lemon Grove, a municipal corporation, hereinafter referred to as "City" and Serving Seniors, a California nonprofit corporation registered as a 501(c)(3) corporation, and hereinafter referred to as "Lessee."

RECITALS:

- 1) City owns certain real property commonly described as the Senior Center at 8235 Mt. Vernon Street, Lemon Grove, California, and hereinafter referred to as the "Senior Center."
- 2) The Senior Center is comprised of three buildings that the Lessee desires to utilize in furtherance of its nonprofit Senior Nutrition Program activities; these buildings are hereinafter referred to as "Administration," "Game Room," and "Multi-Purpose."
- 3) The City is willing to provide the Senior Center to the Lessee per the following fee schedule:
 - a) \$1,320.46 per month from July 1, 2016 through June 30, 2017.

Beginning July 1, 2017, the City may implement an escalator clause of 2.5 percent or the increase in the Consumer Price Index for the San Diego region whichever percentage is greater.

- 4) The City recognizes the Lessee as an asset to the community in providing senior programming and nutrition to the senior citizens of Lemon Grove and surrounding communities.

NOW, therefore, it is hereby agreed as follows:

1. Facilities to be Provided to Lessee by City

1.1 Office and Related Facilities

The general public shall not be wholly or permanently excluded from the premises or portion of the premises covered by this Lease except the office space in the administration building; provided, however, that reasonable restrictions may be made, consistent with the right of the public to the use and enjoyment of the premises and the facilities therein, to enable the Lessee to use the premises for the purposes for which the same are allocated. All such regulations and restrictions shall be subject to written approval by the City Manager.

1.2 Hours of Use

On or before September 1 of each year, Lessee shall furnish to the Community Services Superintendent a written schedule of all dates and times the project is to be conducted on the premises by Lessee during the period of this Lease.

Lessee shall have use of the Administration building indicated the Senior Center during the Agreement period. Lessee shall not have exclusive use of the Game Room, and this facility shall remain open to the public. Lessee shall have preferential use of the Multi-Purpose rooms A, B and C, and the Kitchen on all regularly scheduled days of operation according to the following schedule:

Attachment A - Exhibit 1

- 1) Monday to Thursday, 1:30 p.m. to 4:30 p.m. in rooms B and C, and
- 2) Monday to Friday, 8:00 a.m. to 1:30 p.m. in the Kitchen and rooms A, B and C.

Any use of the Senior Center by the Lessee beyond the regularly stated hours must be scheduled with the City's Public Works Department. A written request must be submitted to the Community Services Superintendent no less than 30 days in advance of the date to be requested. The Lessee is responsible for set up, tear down and cleanup of any use of the facility after 2:30 p.m.

The Senior Center will be closed for the Lessee's annual staff day and the following twelve (12) holidays:

New Years Day	July 4th
Martin Luther King Day	Labor Day
President's Day	Thanksgiving and the Day After
Good Friday	Christmas
Memorial Day	Two holidays as designated by the Board

City agrees to make the Senior Center available to Lessee on at least two dates and times other than regularly scheduled service periods in order for Lessee to conduct special events associated with the Senior Nutrition Program. There will be no fee charged for use of the facility for these events.

1.3 Equipment and Storage

Lessee may store a freezer/refrigerator and kitchen supplies in the kitchen and use them daily to serve meals; however, Lessee is responsible for the cleaning and maintenance of its equipment and supplies for its programs and participants. Lessee may use available City refrigerator/freezer, tables and chairs in the Multi-Purpose Building for its daily programs.

Lessee is solely responsible for securing all supplies, furniture, fixtures, and equipment, including all electronic equipment such as computers, printers, televisions, videocassette recorders, stereos, etc., within the premises. The City, at its expense, has provided locking cabinets to secure equipment. Lessee is solely responsible for securing the premises each day against theft and damage of any property that is within the premises. The City has absolutely no responsibility for the replacement of any property that is damaged or lost due to theft and/or negligence.

1.4 Service Road Access

Lessee may use the service road for use by the food service delivery truck. No private or passenger vehicles shall be allowed access for delivery or parking.

1.5 Posting of Materials

No materials may be affixed to any wall or bulletin boards or left in any City/Public areas without the consent of the Community Services Superintendent or designee.

Attachment A – Exhibit 1

2. Services to be Provided by Lessee

Lessee operates a Senior Nutrition Program at the Senior Center during regular scheduled hours of the Lessee.

3. Lessee Payments and Reports to be Provided

Lessee shall provide quarterly reports to the City by the 20th day after the end of each quarter of the fiscal year for services rendered for quarters commencing on September 1, 2016. (Example: First quarter is September 1, 2016, through November 30, 2016, report is due by December 20, 2016.) The report shall detail the number of meals served, expenses incurred, and revenue for the Senior Nutrition program during the previous quarter.

Monthly lease payments shall be hand-delivered or mailed by the 1st day of each month to:

City of Lemon Grove
Attn: David Huey, Community Services Superintendent
3232 Main Street
Lemon Grove, California 91945
(619) 825-3816

4. Rules for Lessee Employees and Volunteers

Lessee shall obtain Worker's Compensation Insurance in accordance with State law for all employees and volunteers and shall provide City with a certificate of insurance as specified in Section 16 hereof. If Lessee chooses to not cover volunteers under their Worker's Compensation Insurance, all volunteers of Lessee must be covered by Volunteer Accident Insurance with a medical indemnity of not less than \$25,000. Lessee shall provide a certificate of insurance in the form and as required by Section 16 hereof.

4.1 Fingerprinting of Volunteers and Staff

4.1.1 No volunteer or staff member identified below will be allowed to serve under this Agreement until such person has been fingerprinted by the San Diego County Sheriff's Department, the results of a fingerprint check have been received, and those results disclose no prior conviction that would indicate that the person would be a danger to the public or, in particular, to juveniles.

a. All persons over the age of sixteen (16) who are scheduled for regular, recurring or continuing services under this Agreement.

b. All persons over the age of sixteen (16) years who are to exercise supervision over persons under the age of sixteen.

4.1.2 It is the intent of this subsection that only persons under sixteen (16) years of age and serving as volunteers for occasional isolated events (such as one- or two-day special event) are exempt from fingerprinting requirements.

5. Maintenance and Janitorial Services

The City will perform maintenance on all buildings and appurtenances. The City will perform custodial services; provide custodial supplies and paper products for the

Attachment A - Exhibit 1

Administration Building, Multi-Purpose Building, and the Game Room.

The Lessee will conduct its operation in the Administration Building and parts of the Multi-Purpose Building (main hall and kitchen). The Senior Center, Administration Building's use is limited to the Lessee in the areas as defined in Section 1 of this agreement. Lessee shall store away all equipment at the conclusion of each program day in the kitchen and Multi-Purpose room. Whenever Lessee uses the facility after 2:30 p.m., Lessee shall be responsible for all clean up and set up for that portion of the facility by 8:00 a.m. the following morning.

Should Lessee fail to clean up the facility to the satisfaction of the City, the City shall notify Lessee in writing identifying specific deficiencies. Should there be additional occurrences, the City may, at its discretion, assess the Lessee \$50 per occurrence. This same procedure shall be used if the Lessee fails to clean up any uncharacteristically large or difficult disorder, clutter or mess in the facility.

6. Utilities

The City agrees to provide gas, electric, and water utilities, and all services and installation charges in connection therewith for the facility.

7. Improvements to Facility

Lessee may, at its own expense, if consistent with the purpose of this Agreement in the opinion of the Community Services Superintendent, make any alterations or changes in the premises or cause to be made, built or installed thereupon, any improvements necessary or desirable for Lessee's use and may alter and repair any such improvements. Any application for an improvement to the premises must be made in writing by Lessee and submitted to the City's Community Services Superintendent for review and consideration of approval. Prior to any improvement being made by the lessee, written approval must be received from the Community Services Superintendent. Lessee agrees to take good care of the premises, fixtures and appurtenances and of all alterations, additions and improvements to any of them.

8. Retention of Improvements

All structures, fixtures and improvements whether heretofore or hereinafter installed or erected by Lessee, shall upon the expiration of this Agreement or any extension thereof, become the property of the City and shall not be removed from the above-described premises. At the sole discretion of the City, lessee may be required to remove any and all improvements.

9. Right of Inspection

The City shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises or to inspect the operations conducted on said premises. In the event that such entry or inspection by the City discloses that said premises or the operations conducted thereon are not in a safe, sanitary and satisfactory condition, the City may after one written warning, which was not complied with, terminate this Lease on one day's written notice.

10. Discrimination

Lessee shall not, for any reason, discriminate against any person because of race, sex, age, creed, color, disability or national origin.

Attachment A – Exhibit 1

11. Alcohol Use

Lessee must request in writing the use of alcoholic beverages at the Senior Center. Written requests are sent to the attention of the City's Community Services Superintendent. Requests to use alcoholic beverages are reviewed by the Community Services Superintendent and, if approved, a "Facility Use Permit" may be issued for the date requested by Lessee. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law, City Code and Policy.

12. Smoking

Smoking is prohibited inside any public building, and within 20 feet of a main exit, entrance, or operable window of a public building.

13. Assignment

Lessee shall not assign this Agreement, or any interest therein, or any part thereof; or any right or privilege appurtenant thereto or suffer any other person (the agents, officers and employees of City excepted) to occupy or use the said premises, without the prior written consent of the City Council of the City of Lemon Grove. Consent to one assignment, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, occupation or use by another person. Any such assignment without such consent shall be void and shall, at the option of City, terminate this Agreement. This Agreement shall not, nor shall any interest therein, be assignable, by operation of law, and if such an assignment is made, the City may terminate this Agreement, at its option.

14. Compliance with Law

Lessee shall, at its sole cost and expense, comply and secure compliance with all the laws, ordinances and requirements of all municipal, county, state and federal authorities now in force, or which may herein after be in force, pertaining to the said premises, or the operations conducted thereon, and shall faithfully observe, and secure observance with, in the use of the premises, all municipal and county ordinances and state and federal statutes now in force or which may hereinafter be in force, and shall pay before delinquency all taxes, assessments, and fees assessed or levied upon Lessee or the premises by reason of any buildings, structures, machines, appliances or other improvements of any nature whatsoever, erected, installed or maintained by Lessee or by any reason of the business or other activities of Lessee upon or in connection with the said premises. Lessee shall comply with all rules or regulations of the City applicable to the Senior Center. The judgment of any court of competent jurisdiction, or the admission of Lessee or any assignee in any action or proceeding against them, or any of them, whether the City be a party thereto, or not, that Lessee or assignee has violated any such regulations, ordinance, or statute in the use of the Office shall be conclusive of that fact as between City and Lessee.

15. Hold Harmless

City, its agents, officers and employees, shall not be, nor be held liable, for any claims, liabilities, penalties, fines or for any damage to the goods, properties or effects of Lessee or any of Lessee's representatives, agents, employees, guests, licenses, invites, patrons or clientele or of any other persons whatsoever, nor for personal injuries to, or deaths of them, or any of them, whether caused by or resulting from any acts or omission of Lessee in or about the premises, or any act or omission of any person or from any defect in any part of the premises or from any other cause or reason whatsoever.

Attachment A - Exhibit 1

Lessee agrees to protect, defend, indemnify and hold harmless City, its officers, agents and employees from any and all liability, claims, suits, liens and judgments, of whatever nature, including injury to any person, arising from performance or failure to perform obligations of this Agreement caused or claimed to be caused by Lessee, its agents or employees during the times and at the places that Lessee is using Lessor's facilities. Lessee agrees it is its duty to defend even if the claim appears without merit.

City agrees to protect, defend, indemnify and hold harmless Lessee, its officers, agents and employees from any and all liability, claims, suits, liens and judgments, of whatever nature, including injury to any person, arising from performance or failure to perform obligations of this Agreement caused or claimed to be caused by City, its agents or employees during the times and at the places that City is using its facilities. City agrees it is its duty to defend even if the claim appears without merit.

16. Liability Insurance

Lessee agrees to secure and maintain commercial general liability and commercial automobile liability insurance with an insurance carrier satisfactory to City to protect against loss from liability imposed by law for damages on account of bodily injury, including death resulting there from, suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Lessee or any person, including volunteers for Lessee or under Lessee's control or direction and also to protect against loss from liability imposed by law for damages to any property of any person caused directly or indirectly by or from acts for activities under Lessee's control or direction. Such public liability and property damage insurance shall be maintained in full force and effect during the entire term of this Agreement in the amount of not less than \$1,000,000 for combined single limit or single occurrence and not less than \$3,000,000 per annual aggregate if an aggregate is applicable. Proof of such insurance shall be filed with City by Lessee prior to conducting any activities under this lease, and shall be in a form satisfactory to the City Attorney.

17. Certificate of Insurance

The commercial general liability and commercial automobile liability policies required herein shall name the City as an additional insured. A certificate of insurance shall be provided for each policy required herein and have a Non-cancellation without thirty (30)-day notice to City clause and shall provide that copies of all cancellation notices shall be sent to the City Clerk. All insurance policies shall be filed with the City Clerk. Provisions of this paragraph as to maintenance of insurance shall not be construed as limiting in any way the extent to which Lessee may be held responsible for the payment of damages to persons or property resulting from its activities or the activities of any person or persons for which it is otherwise responsible.

18. Term of Agreement

This Agreement shall commence on July 1, 2016, and, unless sooner canceled pursuant to Section 19 or 20 hereof, shall continue for thirty-six (36) months up to and including June 30, 2019.

19. Termination after Notice for Failure to Comply with Agreement

Should City determine that Lessee appears to be in violation of the Agreement (except for violations specified in Section 20 herein) it shall give Lessee thirty (30) day notice of intent to terminate at the address specified in Section 23 hereof and identify the

Attachment A – Exhibit 1

perceived violations. If said violations are not corrected within that time, this Agreement shall be then forthwith terminated.

20. Termination in the Interest of the Public Health, Safety and Welfare

The City may terminate this Agreement without notice and cause the Office to be immediately vacated in the following instances.

- a. The City finds that the operation of Lessee at the Office poses a threat to the public health, safety or welfare.
- b. The Lessee fails to keep the insurance required by this contract in full force and effect.
- c. The Lessee is placed in receivership or bankruptcy or is determined to be insolvent.

Notwithstanding any of the above, Lessee shall be given a reasonable opportunity to cure a violation of Subsections (a) and (b), above, by City. Lessee shall have thirty (30) days to cure any violation of (a) or (b) before termination of this Agreement. During this time period, Lessee shall not be allowed to occupy the Office while the operation is a threat to public health, safety or welfare or while required insurance coverage is not in place.

21. Care of Premises

Lessee shall give prompt notice to the City of any damage to the premises. Lessee shall not commit, or suffer to be committed, any injury, or any public or private nuisance on the premises and shall keep the premises clean and clear of refuse and obstructions and shall dispose of all garbage, trash and rubbish in a manner satisfactory to the Community Services Superintendent.

22. Assigns

Time is of the essence of each and all of the terms and provisions of this Lease and this Lease shall inure to the benefit of and be binding upon the parties herein and any successors of Lessee as fully and to the stipulations and Agreements in this Lease shall extend to, and bind any assignees of this Lease.

23. Notices

Any notice or notices provided for by this Lease or by law to be given or served upon Lessee may be given or served by depositing in the United States mail, postage prepaid, a letter addressed to said Lessee at the premises address stated at the commencement hereof and to Serving Seniors, 525 14th Street, Suite 200, San Diego, CA 92101, to the attention of the President / CEO; or may be personally served upon said Lessee (or any one of them), or any person hereafter authorized by Lessee to receive such notice, or by posting the notice in a conspicuous place on the premises; and any notice or notices provided for by this Lease to be served upon City may be given or served by letter addressed to: the Community Services Superintendent, City of Lemon Grove, 3232 Main Street, Lemon Grove, CA 91945. Any notice or notices given or served as provided herein shall be effective and binding for all purposes upon the principals of the parties.

24. Remedies of City

In the event (a) that Lessee files a voluntary petition in bankruptcy, or (b) that Lessee shall be adjudicated as bankrupt, or (c) that Lessee make a general assignment for the benefit of creditors, then in either or any of said events, City may at its option, without

Attachment A - Exhibit 1

further notice or demand upon Lessee, immediately cancel and terminate this Lease; this remedy is cumulative to other rights of the City provided by law or by this Lease, and shall not be deemed to limit said other rights in any manner.

25. Waiver

The waiver by the City of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of any simultaneous breach of any other term, covenant or condition herein contained. Any failure on the part of the City to require or exact full and complete compliance with any of the covenants, conditions or terms of this Lease shall not be construed, as in any manner changing or waiving the terms hereof or to stop the City from enforcing in full the provisions hereof; nor shall the terms of this Lease be changed or altered in any manner whatsoever other than by written Agreement of the City and the Lessee.

26. Vacation of Premises

At the termination of this Lease for any reason Lessee will peaceably vacate and yield to the City any building structure that Lessee may occupy or use, pursuant to this Lease, which belongs to the City.

27. Cost and Attorney's Fees

In the event that either party successfully brings legal action to enforce the terms of this Lease, the prevailing party shall pay all costs of such action together with reasonable attorney's fees in an amount to be fixed by the court.

City of Lemon Grove
a municipal corporation

Serving Seniors
a 501(c)(3) corporation

Lydia Romero, City Manager

Paul Downey, President and CEO

Date

Date

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 2
Mtg. Date June 21, 2016
Dept. Development Services Department

Item Title: **Continued Public Hearing to Consider Ordinance No. 439 – Zoning Amendment ZA1-600-0001 Amending the Beekeeping Regulations (Chapter 18.16 of the Municipal Code)**

Staff Contact: Miranda Evans, Assistant Planner
David De Vries, Development Services Director

Recommendation:

- 1) Conduct the continued public hearing; and
- 2) Introduce Ordinance No. 439 (**Attachment B**).

Item Summary:

At the May 17, 2016 City Council Meeting, staff was directed to amend the draft beekeeping ordinance to reduce the beekeeping permit fee, eliminate the adjacent property owner notifications, amend the beehive size requirements, and provide a public outreach plan. This staff report provides background information and an overview of the proposed amendments to the City's beekeeping regulations which include provisions relating to locational requirements (setbacks), permit fees, bee species, registration, firefighting material, and public nuisance requirements.

Fiscal Impact:

None.

Environmental Review:

- | | |
|---|---|
| ☐ Not subject to review | ☐ Negative Declaration |
| ☒ Exempt, Section 15307 and 15308 | ☐ Mitigated Negative Declaration |

Public Information:

- | | | |
|---|---|---|
| ☐ None | ☐ Newsletter article | ☐ Tribal Government Consultation Request |
| ☒ Notice published in local newspaper | | ☐ Notice to property owners within 500 ft. |

Attachments:

- A. Staff Report
- B. Ordinance No. 439 – (ZA1-600-0001)

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 2

Mtg. Date June 21, 2016

Item Title: **Continued Public Hearing to Consider Ordinance No. 439 – Zoning Amendment ZA1-600-0001 Amending the Beekeeping Regulations (Chapter 18.16 of the Municipal Code)**

Staff Contact: Miranda Evans, Assistant Planner
David De Vries, Development Services Director

Background and Discussion:

During public comment at a City Council meeting in early 2015, several citizens spoke about existing beekeeping activity and their positions regarding said activity. There was a current code enforcement case at the time that has since been closed. A property owner with bee hives asked that the City Council consider allowing the beehives utilizing the current provisions and the neighboring property owner asked that the hives be removed because she has small children. After that discussion, the City Council directed staff to prepare an agenda item that would allow them to discuss potential guidelines for beekeeping activities in the City.

At the April 21, 2015 City Council meeting, staff presented a report that discussed the City's existing beekeeping regulations, regional beekeeping programs, and current trends for the City Council's consideration. Staff noted that there had been approximately six requests in the past decade for beekeeping activities and less than that in code enforcement activities. The records show that there are currently no beekeeping permits issued in the City (a requirement under the City's current beekeeping regulations) and no open code enforcement cases related to beekeeping. At the hearing, a total of two citizens spoke in favor of beekeeping, and two residents expressed concerns for beekeeping in their neighborhood. The City Council directed staff to return with a draft beekeeping ordinance.

At the City Council public hearing held on April 5, 2016, staff recommended changes to the City's beekeeping regulations and provided an analysis of the beekeeping regulations throughout the County of San Diego. Out of the nineteen local jurisdictions, there are six agencies (including Lemon Grove) that currently have standards for beekeeping activities. The County of San Diego adopted updates to their beekeeping ordinance in November 2015 and city staff waited until the County adopted formal regulations before continuing the analysis for the City's beekeeping ordinance. Jurisdictions with beekeeping standards are the County of San Diego and the cities of San Diego, La Mesa, Santee, and Chula Vista. It is notable that National City prohibits beekeeping by ordinance.

Current Lemon Grove Beekeeping Regulations

The Lemon Grove Municipal Code contains provisions related to animal keeping, more specifically beekeeping, under its exotic animal provisions (Section 18.16.060(B) Exotic Animals).

The current provisions allow beekeeping in the City's Residential Low and Low/Medium Zoning Districts which are single-family residential areas and make up the majority of the City. The provisions require a beekeeping permit, abutting neighbors would be required to be notified, no more than two hives are allowed and a minimum lot size of 10,000 sq. ft. is required. Two additional hives may be allowed on lots that are 15,000 sq. ft. in area. To date, the City has not received nor approved a bee keeping permit for any residence in Lemon Grove nor is there an

Attachment A

adopted fee for a permit. The City has similar separation requirements compared to other jurisdictions, but no distance requirements for sensitive sites. The City also has a water availability requirement to keep bees from searching for alternative water sources.

The City Council provided direction to staff requesting simplified regulations to encourage beekeeping within the City. Feedback included:

- Establishing a fee for a beekeeping permit;
- Adding requirements pertaining to sensitive sites, such as schools and picnic areas;
- Eliminating minimum lot sizing requirements;
- Adding requirements establishing the maximum size of permitted beehives; and
- Amending locational requirements to encourage beekeeping within the City.

The April 5, 2016 public hearing was continued to May 15, 2016. Staff incorporated feedback into the proposed amendments and presented them at the May 15th continued public hearing.

At the May 15, 2016 continued public hearing, several beekeeping enthusiasts spoke in favor of the beekeeping regulations with some speakers recommending a change to the adjacent property owner notifications to avoid unwarranted fear, a reduced permit fee and changes to beehive size allowing for various forms of beehives. The City Council provided the following direction to staff:

- Reduce the fee of the beekeeping permit from the proposed \$75 amount to a permit fee of \$35;
- Eliminate the adjacent property notification requirement;
- Establish a public outreach plan to notify the community of the revised regulations; and
- Revise the proposed beehive size restriction of three square feet in area and four and one-half feet in height to instead be 15 cubic feet in volume.

Staff has incorporated the City Council's input into the revised ordinance as described below.

Proposed Bee Keeping Ordinance

Staff recommends that the City Council add these provisions as part of the proposed bee keeping ordinance. Draft provisions include:

- 1) Set a fee of \$35 for a beekeeping permit. This fee would be added to the Master Fee Schedule for Fiscal Year 2016-2017;
- 2) Amend locational requirements for beehives to encourage beekeeping within the City of Lemon Grove;
- 3) Add requirements for sensitive sites (e.g., schools, playgrounds, picnic areas, senior centers, etc.) and registration for sensitive sites;
- 4) Eliminate the adjacent property owner notification requirement and the written protest period as described in 18.16.020 (2) and 18.16.020 (a);
- 5) Add a requirement for the maximum beehive size; based upon conservative industry standards, a beehive shall be no larger than 15 cubic feet in volume;
- 6) Add a requirement for firefighting materials near a hive;
- 7) Add that the types of bee species allowed are required to be docile and nonaggressive;
- 8) Require registration of the apiaries with the County of San Diego Department of Agriculture, Weights, and Measures (currently free for less than 10 apiaries on a site);
- 9) Correct subsection A under exotic animals to reference Section 6.04.420 instead of

Attachment A

6.04.430. This is incorrectly cited.

The following table describes the proposed locational requirements in further detail:

Proposed Lemon Grove Beekeeping Locational Regulations

Number of Hives	Minimum Distance from Hive to Roadway/Access Easement	Minimum Distance to Side and Rear Property Line	Minimum Distance to Neighboring Dwellings	Minimum Distance to Sensitive Sites
1 to 2	25'	15'	25'	100' from the border of sensitive sites
3 to 4	25'	15'	100'	100' from the border of sensitive sites

Upon adoption and second reading of the ordinance, staff recommends implementing a six-month amnesty period for all current beekeepers with existing hives. During the proposed six-month amnesty period, the beekeeper would be able to apply for the permit at no cost. Thereafter, staff recommends that existing hives, including those located near a sensitive site, can be deemed a legal non-conforming use with opportunities to apply for a beekeeping permit.

After the second reading of the ordinance, staff will implement the public outreach plan to educate the community about the revised beekeeping regulations. The public outreach plan is in lieu of the eliminated adjacent property owner notification requirement. For public outreach, staff recommends continually providing 'Beekeeping Permit Resources' on the City's Code Enforcement webpage, annually advertising the beekeeping regulations in the City's Newsletter (The Grove Gazette), and sharing updates about the regulations on the City's social media sites (e.g. Twitter, Facebook, and Instagram). The six-month amnesty period, the public outreach plan, and the beekeeping permit fee will be incorporated into a companion resolution to be presented with the ordinance during the second reading.

Public Information:

The proposed amendments are found to be categorically exempt from the California Environmental Quality Act referencing Sections 15307 (actions by regulatory agencies for protection of natural resources) and 15308 (actions by regulatory agencies for protection of the environment).

The Notice of Public Hearing for this item was published in the March 24, 2016 edition of the East County Californian.

Attachment A

No formal public comments have been received as of the writing of this report.

Conclusion:

Staff recommends that the City Council: 1) continue the public hearing from May 17, 2016, and 2) introduce Ordinance No. 439 and approve Zoning Amendment ZA1-600-0001 that incorporates feedback from the April 5, 2016 and May 17, 2016 City Council meetings.

ORDINANCE NO. 439

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AMENDING CHAPTER 18.16 OF THE LEMON GROVE MUNICIPAL CODE TO PROVIDE MODIFICATIONS TO THE BEEKEEPING REGULATIONS

WHEREAS, in early 2015, several citizens spoke in a public hearing about an existing beekeeping activity and a related code enforcement case. After that discussion, the City Council directed staff to prepare an agenda item that would allow them to discuss potential guidelines for beekeeping activities in the City; and

WHEREAS, at the April 21, 2015 City Council meeting, staff presented an item to City Council that discussed the City's existing beekeeping regulations, regional beekeeping programs, and current trends for the City Council's consideration. The City Council directed staff to return with a draft beekeeping ordinance that provides comparisons between provisions in the County of San Diego and City of San Diego ordinances; and

WHEREAS, on April 5, 2016, a public hearing was duly noticed and held by the Lemon Grove City Council; and

WHEREAS, on April 5, 2016, the City Council provided direction to staff, simplifying beekeeping regulations and further encouraging beekeeping in the City and then continued the public hearing to the May 17, 2016 City Council meeting; and

WHEREAS, on May 17, 2016, the continued public hearing was held by the Lemon Grove City Council; and

WHEREAS, on May 17, 2016, the City Council provided further direction to staff to reduce the beekeeping permit cost, eliminate the adjacent property notification requirement, establish a public outreach plan, and revise the proposed beehive size restriction and then continued the public hearing to the June 21, 2016 City Council meeting; and

WHEREAS, staff analyzed regulations from jurisdictions from across San Diego County and researched bee keeping and associated benefits, risks, and safety precautions; and

WHEREAS, it is in the interest of the health, welfare and safety of the people of the City of Lemon Grove to provide a permitting process to assure effective provisions of beekeeping; and

WHEREAS, the proposed zoning amendment is found to be categorically exempt from the environmental review requirements of the California Environmental Quality Act (Section 15307 and 15308); and

WHEREAS, the City Council finds that the following findings required to approve a Zoning Amendment can be made in accordance with Section 17.28.080(B) of the Municipal Code:

1. That the proposed amendment is consistent with the General Plan, in accordance with Government Code Section 65860, as amended.

Provisions for beekeeping are consistent with General Plan objectives, specifically it helps conserve existing biological habitat, limits impacts on the remaining biological habitat, and increases local food resources.

Attachment B

2. That the public health, safety, and general welfare benefit from the adoption of the proposed amendment.

The amendment modifies regulations for beekeeping activities to further encourage beekeeping and to ensure appropriate safety measures are taken to benefit the public health, safety and general welfare of the community; and

NOW, THEREFORE, the City Council of the City of Lemon Grove hereby ordains as follows:

SECTION ONE:

ENVIRONMENTAL FINDING. The City Council finds in its independent judgment that the proposed amendment to the Municipal Code is exempt from environmental review under sections 15307 and 15308 of the California Environmental Quality Act Guidelines.

SECTION TWO:

Amendments to Chapter 18.16, ANIMAL KEEPING, establishing revised regulations for the keeping of bees, is hereby added to the City of Lemon Grove Municipal Code to read as shown in Exhibit A.

INTRODUCED by the City Council on June 21, 2016.

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EXHIBIT A

TEXT OF PROPOSED REGULATIONS

NOTE:

- Text proposed to be added is displayed in underlined type.
- Text proposed to be deleted is displayed in strikeout type.

The City of Lemon Grove Municipal Code to amend Animal Keeping Regulations, Chapter 18.16 to read as follows:

Section 18.16.020 General provisions [Excerpts only]

K. Public nuisance provisions within section 6.04.430 shall be applicable to animals and insects referenced in this chapter.

Section 18.16.060 Exotic animals, and beekeeping.

A. The keeping of animals considered to be members of a rare and endangered species, exotic or wild animals, including dangerous or poisonous reptiles, shall not be permitted within the city, except as provided in Section ~~6.04.430~~6.04.420 of the Lemon Grove Municipal Code.

B. Beehives may be kept within the residential low and low/medium zoning districts subject to the following:

1. The beekeeper shall apply for a beekeeping permit. The permit application shall be filed on a form available ~~in the office of the~~ from the planning/development services department and shall be accompanied with a nonrefundable fee as established by resolution of the City Council.

~~2. Prior to the issuance of a beekeeping permit, the city shall send written notification to the owners and residents of all properties abutting the lot where the bees are to be kept.~~

~~a. The owners and residents of the abutting properties may, within ten days of the date of the notice, file with the planning department a written protest against the issuance of a beekeeping permit.~~

~~b. The only acceptable grounds for protest shall be that a resident of a property which abuts the site of the proposed beekeeping suffers from severe allergic reaction for bee stings. Such allergy and its severity shall be documented by a written statement from a medical practitioner licensed by the state of California.~~

~~c. If the city receives a protest pursuant to this section which included required documentation, no beekeeping permit shall be issued.~~

~~3. Not more than two beehives shall be permitted on a lot or building site with an area of at least ten thousand square feet. Two additional beehives shall be permitted on a lot with an area of at least fifteen thousand square feet. No more than four beehives shall be permitted on any lot or building site.~~

~~4. The keeping of bees shall be conducted in accordance with this section and in accordance to the provisions of Chapter 6.12 of the Lemon Grove Municipal Code.~~

52. Up to four beehives may be permitted. Beehives shall be placed at least one hundredtwenty-five feet from the exterior line of the traveled way of any public streets, at least

Attachment B

twenty-five feet from the exterior line of any private access easement, at least ~~twenty-five~~^{fifteen} feet from any side or rear lot line, and at least ~~one hundred~~^{twenty-five} feet from ~~any neighboring dwellings, other than that occupied by the owner of the bees.~~ For three-to-four hives, a one-hundred foot separation from neighboring dwellings is required.

~~63.~~ Beekeepers shall keep sufficient open water available near the beehives during hot and dry weather in compliance with vector control regulations.

~~74.~~ Beehives shall be well maintained at all times.

5. A beehive shall be no larger than 15 cubic feet in volume.

6. Only docile bee species may be permitted.

7. Registration with the County of San Diego Department of Agriculture, Weights, and Measures is required prior to beekeeping activities.

8. The following firefighting materials shall be maintained, in good working condition, at all times when the beehive is attended by the keeper, sufficiently near the beehive so as immediately to be available in case of fire:

a. A shovel; and

b. Either a fire extinguisher of the 2 ½ gallon water-under-pressure type or the 5 gallon back-pump type or its equivalent; or a garden hose connected to a source of water.

9. Beehives shall be placed at least one-hundred feet from the border of sensitive areas. Sensitive areas include areas where people, such as the elderly, small children, individuals with medical conditions or confined animals inhabit or frequent that are more at risk if stinging incidents were to occur. Sensitive areas are characterized by a demonstrated need for a greater safety buffer. These areas include, but are not limited to, schools, playgrounds, picnic areas, outdoor sports facilities, daycare centers, senior care facilities, medical facilities, and animal-boarding facilities.

10. Property operators, owners, or residents who have medical reasons may apply to have their locations designated as sensitive sites. Businesses and facilities with employees who have medical reasons or where bees could cause a nuisance during normal work activities may also apply to have their locations designated as sensitive sites. The development services director may approve sites or remove sites previously approved or designated as sensitive sites upon request. Upon appeal, the City Council has final discretion to approve designation of locations as sensitive sites upon review of supportive documentation.

**LEMON GROVE CITY COUNCIL, ROADWAY LIGHTING DISTRICT BOARD,
SANITATION DISTRICT BOARD, AND SUCCESSOR AGENCY
AGENDA ITEM SUMMARY**

Item No. 3
Mtg. Date June 21, 2016
Dept. City Manager's Office

Item Title: Fiscal Year 2016-2017 Consolidated Operating and Capital Budget

Staff Contact: Lydia Romero, City Manager and Gilbert Rojas, Interim Finance Director

Recommendation:

- 1) Adopt a resolution (**Attachment C**) approving the Fiscal Year 2016-17 City of Lemon Grove Budget;
- 2) Adopt a resolution (**Attachment D**) approving the Salary Plan & Classification Summary;
- 3) Adopt a resolution (**Attachment E**) approving the FY 2016-17 Appropriations Limit;
- 4) Adopt a resolution (**Attachment F**) approving the Fiscal Year 2016-17 Lemon Grove Roadway Lighting District Budget;
- 5) Adopt a resolution (**Attachment G**) approving the Fiscal Year 2016-17 Lemon Grove Sanitation District Budget.
- 6) Adopt a resolution (**Attachment H**) approving the Fiscal Year 2016-17 Master Fee Schedule
- 7) Adopt a resolution (**Attachment I**) approving the job descriptions for Finance Manager and Park Ranger

Item Summary:

Staff presents the final Fiscal Year 2016-17 (FY 2016-17) Consolidated Budget (**Attachment B**) for the City of Lemon Grove, the Lemon Grove Roadway Lighting District, and the Lemon Grove Sanitation District. The staff report addresses five resolutions related to the adoption of the FY 2016-17 consolidated budget.

Fiscal Impact:

The consolidated budget reflects an expenditure plan of \$28.2 million in Fiscal Year 2016-17.

Environmental Review:

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

Public Information:

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

Attachments:

- | | |
|--|--|
| A. Staff Report | E. Resolution – Appropriations Limit |
| B. Fiscal Year 2016-17 Consolidated Operating and Capital Budget | F. Resolution – Roadway Lighting District Budget |
| C. Resolution – City Budget | G. Resolution – Sanitation District Budget |
| D. Resolution – Salary Plan & Classification Summary | H. Resolution – Master Fee Schedule |
| | I. Resolution – Approving Job Descriptions |

LEMON GROVE CITY COUNCIL, ROADWAY LIGHTING DISTRICT BOARD,
SANITATION DISTRICT BOARD, & THE SUCCESSOR AGENCY
STAFF REPORT

Item No. 3

Mtg. Date June 21, 2016

Item Title: **Fiscal Year 2016-2017 Consolidated Operating and Capital Budget**

Staff Contact: Lydia Romero, City Manager and Gilbert Rojas, Interim Finance Director

Discussion:

On June 7, 2016, staff presented the Fiscal Year 2016-17 (FY 2016-17) budgets for all City funds as well as the Sanitation District and the Roadway Lighting District for feedback. Based on feedback received, staff presents the FY 2016-17 consolidated budget for approval by the City Council, the Roadway Lighting District Board, the Sanitation District Board, and the Successor Agency. This staff report provides a summary of each of the five resolutions presented for consideration.

The Draft Budget presented to the City Council on June 7, highlighted the following items:

- 1) A 2% cost of living increase for all Fire Safety employees (as specified in contract)
- 2) A 2% cost of living increase for all miscellaneous employees (except the City Manager)
- 3) A change in City Council compensation effective in December, 2016 from \$705 a month to \$803 a month.
- 4) Reclassification of Public Works Director to Assistant City Manager/Public Works Director
- 5) Reclassification of Engineer Tech III to Management Analyst
- 6) Reclassification of Finance Director to Finance Manager
- 7) Creating an Associate Account position
- 8) Creating a part time Park Ranger position (pilot program)
- 9) Transfer of \$100,000 from the General Fund to the Gas Tax Fund to maintain the City's level of street repair.

Budget Resolutions

Staff presents a resolution (**Attachment C**) approving the budget for 24 funds operated by the City, as well as resolutions (**Attachments F and G**) approving the budgets of the Roadway Lighting Districts and the Sanitation District. The FY 2016-17 consolidated budget (**Attachment B**) includes anticipated revenues and projected expenditures for all of these funds. The budget document follows a pattern similar to previous budget documents. The budget overview, which begins on page 5 of the consolidated budget, provides a description of the revenue and expenditures for each fund.

Attachment A

Salary Plan & Classification Summary

Staff presents a resolution (**Attachment D**) approving a Salary Plan & Classification Summary for FY 2016-17. The Salary Plan & Classification Summary reflects the proposed positions and pay schedules for FY 2016-17, including a cost of living adjustment of 2 percent for both fire personnel and miscellaneous employees, as well as adding and reclassifying positions mentioned above.

Appropriations Limit

As part of considering the budget, State Constitution Article XIII-B (Propositions 4 and 111) requires the City Council to establish an Appropriations Limit. The limit is adjusted each year by multiplying the previous year's limit by a factor based on either the change in the California Per Capita Personal Income (CPCPI) or the Non-Residential Construction Valuation by the population change of the City. Staff presents a resolution (**Attachment E**) for City Council approval that establishes the FY 2016-17 Appropriations Limit at \$45,597,428. The proposed FY 2016-17 Budget is within that limit.

Roadway Lighting District Budget

The Lemon Grove Roadway Lighting District manages two funds for two separate activities. Fund 11, the General Benefit Fund, provides funding for street light benefits throughout the community. Fund 12, the Local Benefit Assessment Fund, provides for enhanced lighting benefits at the mid-block. Staff recommends that the Lemon Grove Roadway Lighting District Board adopt the resolution (**Attachment F**), approving the District's budget for FY 2016-17.

Sanitation District Budget

The Lemon Grove Sanitation District manages two funds—an Operations Fund (15) and a Reserve Fund (16). In FY 2016-17, the District anticipates generating \$5.9 million in total revenue, and \$5.0 million in operating costs. In addition, the District anticipates spending \$1.5 million on capital improvement projects. This revenue and expenditure plan will leave a combined balance of \$12.8 million in the Sanitation District (Funds 15 and 16) at the end of the fiscal year. Staff recommends that the Lemon Grove Sanitation District Board adopt the resolution (**Attachment G**), approving the District's budget for FY 2016-17.

Successor Agency Budget

The Successor Agency budget reflects the following expenditures related to the Lemon Grove Successor Agency:

- ✓ Bond Debt Service – the budget reflects bond debt service payments for the 2007, 2010, and 2014 bonds, totaling \$1,756,800.
- ✓ City Loan Repayment – the budget reflects \$343,200 in loan repayment to Lemon Grove's General Fund.
- ✓ Capital Projects from Bonds – the budget reflects an expenditure of \$1,800,000 for the Lemon Grove Realignment Project.

The Successor Agency's budget approval is part of the resolution approving the City's Budget (**Attachment C**).

Attachment A

Master Fee Schedule

Each year, the City Council updates the City's Master Fee Schedule as part of the budget process. The purpose of the Master Fee Schedule is to recover direct costs for the services provided by the City. There were no changes to the schedule this year. The full proposed Master Fee Schedule is found as an exhibit in **Attachment H**.

Conclusion:

Staff recommends that the City Council adopt five resolutions:

- 1) Resolution (**Attachment C**) approving the Fiscal Year 2016-17 City of Lemon Grove Budget,
- 2) Resolution (**Attachment D**) approving the Salary Plan & Classification Summary,
- 3) Resolution (**Attachment E**) approving the Fiscal Year 2016-17 Appropriations Limit, and
- 4) Resolution (**Attachment H**) approving the Master Fee Schedule for Fiscal Year 2016-17.
- 5) Resolution (**Attachment I**) approving the Job Descriptions for Finance Manager, and Park Ranger position.

Staff also recommends that the Roadway Lighting District Board adopt a resolution (**Attachment F**) approving its Fiscal Year 2016-17 budget. Finally, staff recommends that the Sanitation District Board adopt a resolution (**Attachment G**) approving its Fiscal Year 2016-17 budgets.

Attachment B

EXHIBIT 1

FISCAL YEAR 2016-17 CONSOLIDATED OPERATING & CAPITAL BUDGET (INCLUDING THE SALARY PLAN & CLASSIFICATION SUMMARY)

Attachment C

RESOLUTION NO. 2016-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE CITY OF LEMON GROVE BUDGET FOR FISCAL YEAR 2016-2017 AND AUTHORIZING EXPENDITURES THERETO

WHEREAS, the City of Lemon Grove administers 24 individual funds to fulfill the mission and objectives of the City, and includes funds related to the Successor Agency to the Lemon Grove Community Development Agency; and

WHEREAS, each year the City Council of the City of Lemon Grove adopts an operating budget for anticipated revenues and expenditures for the upcoming year; and

WHEREAS, the City Council desires to make provision for a level of service commensurate with the needs of the City; and

WHEREAS, the City of Lemon Grove budget for Fiscal Year 2016-2017 was prepared by City staff and reviewed by the City Manager; and

WHEREAS, the City of Lemon Grove General Fund budgets for Fiscal Year 2016-17 were reviewed by the City Council at its regular meetings held on June 7, 2016, and June 21, 2016;

WHEREAS, the City Council finds it in the public interest to approve the Fiscal Year 2016-2017 City Budget.

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

1. Approves the City of Lemon Grove Budget for Fiscal Year 2016-2017 (Exhibit 1); and
2. Authorizes expenditures thereto.

/////
/////

Attachment D

RESOLUTION NO. 2016-____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING A SALARY PLAN AND CLASSIFICATION SUMMARY**

WHEREAS, on June 21, 2016, the City Council adopted a resolution approving the City Budget for Fiscal Year 2016-2017; and

WHEREAS, the Salary Plan and Classification Summary identifies the positions included in the budget, as well as salary ranges for each position and the number of employees per position; and

WHEREAS, the City Council finds it in the public interest to approve the attached Salary Plan and Classification summary.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby approves the Salary Plan and Classification Summary (Exhibit 1).

/////

/////

Attachment D

EXHIBIT 1

The Salary Plan and Classification Summary is included beginning on page 76 of the Fiscal Year 2016-2017 Consolidated Operating & Capital Budget

Attachment E

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA ESTABLISHING THE APPROPRIATIONS LIMIT FOR FISCAL YEAR 2016-2017

WHEREAS, Constitutional Article XIII-B (Propositions 4 and 111) places an appropriations limitation on State and Local Government; and

WHEREAS, this appropriations limitation is based on proceeds of taxes adjusted annually from the base year 1986-1987 by either the population growth factor for the City of Lemon Grove or for the County of San Diego, and by either the change in the California Per Capita Personal Income or the change in Non-Residential Construction for the City of Lemon Grove; and

WHEREAS, the City has received inflation and population data from the State Department of Finance to calculate the Fiscal Year 2016-2017 Appropriations Limit; and

WHEREAS, the City Council of the City of Lemon Grove wishes to select those options providing the greatest rate of change as shown below:

Change in California Per Capita Personal Income	City Population Change	
<u>(inflation factor)</u>	<u>(population factor)</u>	<u>Factor</u>
1.0537	1.0062	1.0602

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lemon Grove, California establishes the Fiscal Year 2016-17 Appropriations Limit at \$45,597,428.

/////
/////

RESOLUTION NO. 2016-_____

RESOLUTION OF THE LEMON GROVE ROADWAY LIGHTING DISTRICT BOARD APPROVING THE LEMON GROVE ROADWAY LIGHTING DISTRICT BUDGET FOR FISCAL YEAR 2016-2017 AND AUTHORIZING EXPENDITURES THERETO

WHEREAS, the Roadway Lighting District operates with two separate funds: the General Benefit Fund (Fund 11) and the Local Benefit Assessment (Fund 12); and

WHEREAS, each year the Lemon Grove Roadway Lighting District Board of Directors (District Board) adopts an Operating Budget for revenues and expenditures for the upcoming year; and

WHEREAS, the District Board desires to make provision for a level of service commensurate with the needs of the District; and

WHEREAS, the District Board has reviewed the proposed Fiscal Year 2016-2017 Budget; and

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

1. Approves the Lemon Grove Roadway Lighting District Budget for Fiscal Year 2016-2017 (Exhibit 1);
2. Authorizes expenditures thereto.

/////
/////

Attachment F

EXHIBIT I

The Lemon Grove Roadway Lighting District Budget for Fiscal Year 2016-17 is included on pages 52-53 of the Fiscal Year 2016-17 Consolidated Operating & Capital Budget.

Attachment G

RESOLUTION NO. 2016-_____

RESOLUTION OF THE LEMON GROVE SANITATION DISTRICT BOARD APPROVING THE LEMON GROVE SANITATION DISTRICT BUDGET FOR FISCAL YEAR 2016-2017 AND AUTHORIZING EXPENDITURES THERETO

WHEREAS, the Sanitation District operates with two separate funds: the Operation Fund (Fund 15) and the Reserve Fund (Fund 16); and

WHEREAS, each year the Lemon Grove Sanitation District Board of Directors (District Board) adopts an Operating Budget for revenues and expenditures for the upcoming year; and

WHEREAS, the District Board desires to make provision for the level of service commensurate with the needs of the District; and

WHEREAS, the District Board has reviewed the proposed Fiscal Year 2016-2017 Budget; and

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

1. Approves the Lemon Grove Sanitation District Budget for Fiscal Year 2016-2017 (Exhibit 1);
2. Authorizes expenditures thereto.

/////

/////

Attachment G

EXHIBIT I

The Lemon Grove Sanitation District Board Budget for Fiscal Year 2016-17 is included on pages 55-58 of the Fiscal Year 2016-17 Consolidated Operating & Capital Budget.

Attachment H

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA UPDATING THE CITY OF LEMON GROVE MASTER FEE SCHEDULE FOR FISCAL YEAR 2016-2017

WHEREAS, the City of Lemon Grove Master Fee Schedule was first adopted by Resolution No. 2599 on January 3, 2006; and

WHEREAS, most fees listed in the Master Fee Schedule represent reimbursement for costs reasonably borne by the City in providing direct services to individuals or groups rather than to the general populace of Lemon Grove; and

WHEREAS, in order for the City to continue providing services, it is necessary for the City to recover the costs of providing such services; and

WHEREAS, in order to meet cost recovery objectives, the adopted Master Fee Schedule update process occurs during the adoption of the budget; and

WHEREAS, the proposed fee increases do not exceed the reasonable amount required to provide the service for which the fee or service charge is levied and will not exceed the cost of providing the services; and

WHEREAS, the Development Services Building Fees, Development Services Engineering Fees and the Development Services Planning Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (3) & (6); and

WHEREAS, the Fire Department Plan Check Fees, Inspection Fees and Cost Recovery Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (3) & (6); and

WHEREAS, the Annual Fire Code Permit Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2) & (3); and

WHEREAS, the General Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (3), (5), (6) & (7); and

WHEREAS, the Law Enforcement Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (2), (3) & (5); and

WHEREAS, the Facilities and Program Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (4) & (5); and

WHEREAS, the Sanitation Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (3), (5), (6) & (7); and

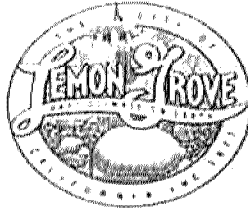
WHEREAS, Government Code Section 66016(a) requires that a public hearing be held prior to adoption of any new or increases to any existing fees; and

WHEREAS, it is in the best interest of the City and its residents to update the Master Fee Schedule for Fiscal Year 2016-2017; and

Attachment H

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby approves the attached City of Lemon Grove Master Fee Schedule (Exhibit 1) for Fiscal Year 2016-2017.

**CITY OF LEMON GROVE
MASTER FEE SCHEDULE**



Fiscal Year 2016-2017
(FY 2016-17)

Annual Update Process

In order to maintain User Fee Cost Recovery Objectives, the City Council of the City of Lemon Grove has adopted the following annual update process:

- 1. Fees shall be analyzed annually as part of the City budget process and may be updated at the discretion of the City Council.*
- 2. During the fiscal year, if the need arises, the City Council may adjust fees.*

Changes to the Annual Update Process shall be made by action of the City Council.

TABLE OF CONTENTS

Business License/Permit & Regulatory	1
Development Services - Building	3
Building Valuation Tables	5
Development Services - Engineering	11
Development Services - Planning	13
Fire	15
General	17
Law Enforcement	19
Public Works-Facilities and Recreational Programs	21
Sanitation District	23
Appendix A - Hourly Rates	25

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

BUSINESS LICENSE/PERMIT & REGULATORY

Description	Fee	Comments
BUSINESS LICENSE/PERMIT		
Processing Fee	\$30.00	all businesses
SB 1186	\$1.00	Remit 30% to the State/Retain 70%
Late Fee		
If paid in February	25%	of Business License/Permit Tax
If paid after February	100%	of Business License/Permit Tax
Base Fee/Tax -- by Type of Business		
General - Fixed Location In City	\$15.00	+ \$2.00 per employee (max \$100.00)
Apartment (minimum fee \$10.00)	\$3.00	per unit
Out-of-City		
Contractors, wholesalers	\$15.00	+ \$2.00 per employee (max. \$100.00)
Other Services	\$40.00	+ \$2.00 per employee (max \$100.00)
Retail Route Deliveries	\$40.00	per vehicle
Amusement/Mechanical/Music	\$25.00	each machine
Auction	\$150.00	
Auctioneer	\$75.00	
Billboard Advertising	\$100.00	+ \$10.00 per billboard if more than two
Bowling Alley	\$15.00	+ \$10.00 per lane
Circus/Carnival	\$250.00	
Coin-operated Vending Machines	\$25.00	+ \$2.00 per machine
Ice Cream Carts/Wagons/Food Vending Vehicles	\$200.00	per vehicle
Pawnbrokers	\$100.00	
Peddlers, Solicitors, Transient Merchants		
Fixed Location on Tax Roll	\$10.00	
No Fixed Location on Tax Roll	\$15.00	
Pool Rooms, Billiards	\$15.00	+ \$10.00 per table
Professionals	\$25.00	+ \$2.00 per employee (max \$100.00)
Real Estate Broker	\$15.00	+ \$10.00 per salesperson
Shooting Galleries/Arcade/Amusement Center	\$100.00	
Taxi Cabs/Vehicles for Hire		
In-City	\$50.00	
Out-of-City	\$100.00	
Trailer Park	\$15.00	+ \$2.00 per space
REGULATORY PERMITS		
Adult Entertainment Establishment	\$110.00	Annual
Alarm Permit (one time fee)	\$75.00	
Penalty Fees		
Third False Alarm (6 month period)	\$50.00	
Fourth False Alarm (6 month period)	\$100.00	
Fifth False Alarm (6 month period)	\$150.00	
Each Additional False Alarm (6 month period)	\$200.00	
Bingo	\$50.00	
Entertainers		Annual
January	\$30.00	
February	\$30.00	
March	\$30.00	
April	\$30.00	
May	\$27.50	
June	\$25.00	
July	\$22.50	
August	\$20.00	
September	\$17.50	
October	\$15.00	
November	\$12.50	
December	\$10.00	
Renewal	\$30.00	
Fortunetelling & Related Occupations	\$500.00	+ \$5,000 surety bond
Massage Technician		
Initial	\$130.00	
Renewal	\$35.00	
Massage Establishment	\$290.00	
Peep Show Establishment		
Investigation	\$120.00	semi-annual fee
Peep Show -Per Device	\$35.00	semi-annual fee
Second Hand Dealer/Pawn Broker	\$130.00	annual
Solicitor's Permit	\$30.00	initial
Renewal	\$20.00	

City of Lemon Grove Master Fee Schedule
FY 2016-17

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**City of Lemon Grove Master Fee Schedule
FY 2016-17**

DEVELOPMENT SERVICES - BUILDING

Description	Fee	Comments
Permit Issuance Fee (for all permits)	\$44 10	per permit
Building Permit Fee (based on total valuation*)		
\$1.00 to \$500.00	\$27 56	
\$501.00 to \$2000.00	\$27.56	for the first \$500.00 plus \$3.36 for each additional \$100, or fraction thereof
\$2001.00 to \$25,000.00	\$80.48	for the first \$2,000.00 plus \$15.44 for each additional \$1,000.00 or fraction thereof
\$25,001.00 to \$50,000	\$453.24	for the first 25,000.00 plus \$11.13 for each additional \$1,000.00, or fraction thereof
\$50,001.00 to \$100,000.00	\$745.41	for the first \$50,000.00 plus \$7.72 for each additional \$1,000.00 or fraction thereof
\$100,001.00 to \$500,000.00	\$1,149.91	for the first \$100,000.00 plus \$6.17 for each additional \$1,000.00 or fraction thereof
\$500,001.00 to \$1,000,000.00	\$3,743.65	for the first \$500,000.00 plus \$5.25 for each additional \$1,000.00 or fraction thereof
\$1,000,000.00 and up	\$6,499.90	for the first \$1,000,000.00 plus \$3.47 for each additional \$1,000.00 or fraction thereof
Individual Plumbing Permit	\$143.33	
Individual Electrical Permit	\$143.33	
Individual Mechanical Permit	\$143.33	
Water Heater Permit	\$66.15	
In Combination With Building Permit		
Plumbing Permit	10.50% of Building Permit Fee	
Electrical Permit	10.50% of Building Permit Fee	
Mechanical Permit	10.50% of Building Permit Fee	
Energy Surcharge Fee	15.75% of Building Permit Fee	
Disabled Access Surcharge Fee	10.50% of Building Permit Fee	
Green Code Inspection - all additions	\$41.50	
Green Code Inspection - all buildings	\$124.50	
<i>(Disabled Access fee applies to new Commercial, Industrial, Assembly, Educational and Multi-Family type projects required by State Building Code)</i>		
Plan Check Fee	89.25% of Building Permit Fee	
Residential sub-divisions or tract developments with production units that are duplicates of model units	31.50% of Building Permit Fee	
Green Code Plan Check - all additions	\$45.00	
Green Code Plan Check - all new buildings	\$135.00	
Miscellaneous		
Landscape Plans	\$150	Deposit
Storm Water Management Surcharge	5% of Total Permit and Plan Check Fees	
Transportation Uniform Mitigation Fee	\$ 2,310	Per new residential housing unit
(AKA Regional Transportation Improvement Plan - RCTIP)		
Construction and Debris Diversion Deposits		
Roof Tear-offs	\$100.00	
Small ≤ 2,500 sf	\$500.00	
Small > 2,500 < 10,000 sf	25/sq	
Large ≥ 10,000 sf	\$0.25/sf, \$3,500 min	

NOTES:

1. A Building Permit shall include only a single issuance fee if the permit has a combination of activities [i.e. Building/ Plumbing/ Electrical/ Mechanical]
2. Expedited processing is only available for unusual circumstances when requested by the applicant and as deemed appropriate by City Staff. Charges for expedited services shall be determined by using an hourly rate of two times the current hourly rate as established by EsGill Corporation - Appendix A.
3. Projects requiring additional inspections, additional re-inspections, or plan check for revised or deferred items shall pay a fee determined by using the current hourly rate as established by EsGill Corporation - Appendix A.
4. Plan check fees for residential sub-division or tract development projects may have production units that are duplicates of the model units reduced to 30% of the permit fee.

*The contract price of the work being done (the architect's estimate, or the valuation using the current City-adopted valuation tables of the San Diego Chapter of the ICC and the area of the proposed construction or work being proposed)

**Effective 8/16/09

City of Lemon Grove Master Fee Schedule
FY 2016-17

DEVELOPMENT SERVICES - BUILDING

Description	Fee	Comments
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**City of Lemon Grove Master Fee Schedule
FY 2016-17**

Building Valuation Tables

San Diego Area Chapter International Code Council

Occupancy	Use	Type of Construction	2015-2016
<i>ENR Construction cost index January 20 City Average</i>			0.027
R-2	Apartment Houses	*Type I or I B.	\$ 152.13
	Apartment Houses	Type V or III (Masonry)	\$ 124.21
	Apartment Houses	Type V Wood Frame	\$ 114.45
	Apartment Houses	Type I Basement Garage	\$ 53.04
B	Banks	Type I or I B.	\$ 206.56
	Banks	Type II A	\$ 152.13
	Banks	Type II B	\$ 147.94
	Banks	Type III A	\$ 167.48
	Banks	Type III B	\$ 161.90
	Banks	Type V A	\$ 152.13
	Banks	Type V B	\$ 146.55
	Banks	Type V B	\$ 146.55
B	Car Washes	Type III A	\$ 97.70
	Car Washes	Type III B	\$ 93.51
	Car Washes	Type V A	\$ 83.74
	Car Washes	Type V B	\$ 78.16
A-3	Churches	Type I or I B.	\$ 138.17
	Churches	Type II A	\$ 104.68
	Churches	Type II B	\$ 99.09
	Churches	Type III A	\$ 113.05
	Churches	Type III B	\$ 107.47
	Churches	Type V A	\$ 106.07
	Churches	Type V B	\$ 99.09
	Churches	Type V B	\$ 99.09
I-2	Convalescent Hospitals	Type I or I B	\$ 194.00
	Convalescent Hospitals	Type II A	\$ 135.38
	Convalescent Hospitals	Type III A	\$ 138.17
	Convalescent Hospitals	Type V A	\$ 129.80
R- 3	Dwellings ***	Type V Adobe	\$ 170.27
	Dwellings ***	Type V Masonry	\$ 135.38
	Dwellings ***	Type V Wood Frame	\$ 128.40
	Dwellings ***	Basements (semi-finished)	\$ 32.10
	Dwellings ***	Additions - Wood Frame	\$ 153.52
	Dwellings ***	Solariums	\$ 129.80
	Dwellings ***	Cabana - Pool House (Type V)	\$ 120.03
B/R/S	Fire Stations	Type I or I B	\$ 159.11
	Fire Stations	Type II A	\$ 104.68
	Fire Stations	Type II B	\$ 99.09
	Fire Stations	Type III A	\$ 114.45
	Fire Stations	Type III B	\$ 110.26
	Fire Stations	Type V A	\$ 107.47
	Fire Stations	Type V B	\$ 101.88
	Fire Stations	Type V B	\$ 101.88
A-3	Fitness Centers	Same values as Office Buildings	\$ -
I-2	Hospitals	Type I A or I B	\$ 227.49
	Hospitals	Type III A	\$ 188.42
	Hospitals	Type V A	\$ 180.04
R-1	Hotels & Motels	Type I A or I B	\$ 140.96
	Hotels & Motels	Type III A	\$ 122.82
	Hotels & Motels	Type III B	\$ 115.84
	Hotels & Motels	Type V A	\$ 106.07
	Hotels & Motels	Type V B	\$ 104.68

City of Lemon Grove Master Fee Schedule
FY 2016-17

Occupancy	Use	Type of Construction	2015-2016
F	Industrial Plants	Type I A or I B	\$ 79.55
	Industrial Plants	Type II A	\$ 55.83
	Industrial Plants	Type II B (Stock)	\$ 51.64
	Industrial Plants	Type III A	\$ 61.41
	Industrial Plants	Type III B	\$ 57.22
	Industrial Plants	Tilt-up	\$ 41.87
	Industrial Plants	Type V A	\$ 57.22
	Industrial Plants	Type V B	\$ 53.04
B	Medical Offices	Type I A or I B	\$ 167.48
	Medical Offices	Type II A	\$ 128.40
	Medical Offices	Type II B	\$ 122.82
	Medical Offices	Type III A	\$ 139.57
	Medical Offices	Type III B	\$ 129.80
	Medical Offices	Type V A	\$ 125.61
B	Medical Offices	Type V B	\$ 121.42
	Offices	*Type I or I B	\$ 149.34
	Offices	Type II A	\$ 100.49
	Offices	Type II B	\$ 94.91
	Offices	Type III A	\$ 107.47
	Offices	Type III B	\$ 103.28
U	Offices	Type V A	\$ 100.49
	Offices	Type V B	\$ 94.91
	Private Garages	Wood Frame - Finished	\$ 33.50
	Private Garages	Wood Frame - Unfinished	\$ 33.50
	Private Garages	Masonry	\$ 39.08
	Private Garages	Open Carports	\$ 23.73
B	Public Buildings	*Type I or I B	\$ 171.67
	Public Buildings	Type II A	\$ 139.57
	Public Buildings	Type II B	\$ 133.98
	Public Buildings	Type III A	\$ 145.15
	Public Buildings	Type III B	\$ 139.57
	Public Buildings	Type V A	\$ 132.59
	Public Buildings	Type V B	\$ 128.40
S-2	Public Garages	*Type I or I B	\$ 68.39
	Public Garages	*Type I or II Open Parking	\$ 51.64
	Public Garages	Type II B	\$ 39.08
	Public Garages	Type III A	\$ 51.64
	Public Garages	Type III B	\$ 46.06
	Public Garages	Type V A	\$ 47.45
A-2	Restaurants	Type III A	\$ 136.78
	Restaurants	Type III B	\$ 131.19
	Restaurants	Type V A	\$ 124.21
	Restaurants	Type V B	\$ 120.03
E	Schools	Type I or I B	\$ 154.92
	Schools	Type II A	\$ 106.07
	Schools	Type III A	\$ 113.05
	Schools	Type III B	\$ 108.86
	Schools	Type V A	\$ 106.07
	Schools	Type V B	\$ 101.88

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

Occupancy	Use	Type of Construction	2015-2016
M	Service Stations	Type II B	\$ 90.51
	Service Stations	Type III A	\$ 97.70
	Service Stations	Type V A	\$ 83.74
	Service Stations	Pump Island Canopies	\$ 39.08
M	Stores	Type I or I B.	\$ 114.45
A-1	Stores	Type II A	\$ 69.78
	Stores	Type II B	\$ 68.39
	Stores	Type III A	\$ 85.14
	Stores	Type III B	\$ 80.95
	Stores	Type V A	\$ 72.57
	Stores	Type V B	\$ 66.99
	Stores	Retail Garden Center (Type V B)	\$ 55.52
	Theatres	Type I or I B.	\$ 153.52
	Theatres	Type III A	\$ 111.65
	Theatres	Type III B	\$ 106.07
	Theatres	Type V A	\$ 104.68
	Theatres	Type V B	\$ 99.09
	Warehouses **	Type I or I B	\$ 68.39
	Warehouses **	Type II A	\$ 40.47
S	Warehouses **	Type II B	\$ 39.08
	Warehouses **	Type III A	\$ 46.06
	Warehouses **	Type III B	\$ 44.66
	Warehouses **	Type V A	\$ 40.47
	Warehouses **	Type V B	\$ 39.08
	Warehouses **	Type V B	\$ 39.08

NOTE:

1. Add 0.5 percent to the total cost for each story over three
2. Deduct 11 percent for mini-warehouse
3. For subdivisions with 10 or more single family dwellings which have plan check and building permit issuances in groups of 10 or more, the valuation or the plan check and building permit fees may be increased

MISCELLANEOUS		0.027
Agricultural Building.		\$ 23.73
Aluminum Siding		\$ 6.98
Antennas	Radio over 30 ft. high	\$1,194.00
Antennas	Dish, 10 ft. dia.w/decoder	\$5,464.06
Awning or Canopy		\$ 26.52
(supported by building)	Aluminum	\$ -
Awning or Canopy		\$ 11.17
(supported by building)	Canvas	\$ -
Balcony		\$ 18.14
Decks (wood)		\$ 18.14
Demolition of Building		\$ 5.58
Fence or Freestanding Wall	Wood or Chain Link	\$ 2.79
Fence or Freestanding Wall	Wood Frame with Stucco	\$ 6.98
Fence or Freestanding Wall	Wire	\$ 2.79
Fence or Freestanding Wall	Masonry	\$ 11.17
Fence or Freestanding Wall	Wrought Iron	\$ 6.98

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

Occupancy	Use	Type of Construction	2015-2016
	whole building) Remainder of building		\$ -
	Greenhouse		\$ 6.98
	Manufactured Housing (25% of value of "site built" house)		\$ 30.70
	Mobile Home		\$ 30.70
	Patio	Wood Frame with Cover	\$ 11.17
	Patio	Metal Frame with Cover	\$ 13.96
	Patio	Wood Frame Cover & Walls	\$ 15.35
	Patio	Metal Frame Cover & Walls	\$ 18.14
	Patio	Screen or Plastic Walls	\$ 4.19
	Plastering	Inside	\$ 4.19
	Plastering	Outside	\$ 4.19
	Retaining Wall	Concrete or Masonry	\$ 22.33
	Reroofing (1 square = 100 square feet)	Built-up	\$170.27
	Reroofing (1 square = 100 square feet)	Composition Shingles	\$159.11
	Reroofing (1 square = 100 square feet)	Fiberglass Shingles	\$159.11
	Reroofing (1 square = 100 square feet)	Asbestos Cement Shingles	\$378.23
	Reroofing (1 square = 100 square feet)	Wood Shingles (Class C min)	\$378.23
	Reroofing (1 square = 100 square feet)	Wood Shakes (Class C min)	\$378.23
	Reroofing (1 square = 100 square feet)	Aluminum Shingles	\$570.83
	Reroofing (1 square = 100 square feet)	Clay Tile	\$478.72
	Reroofing (1 square = 100 square feet)	Concrete Tile	\$404.74
	Roof Structure Replacement		\$ 18.14
	Saunas (Steam)		\$11,217.02
	Spa or Hot Tub ("Jacuzzi®")		\$9,203.06
	Stairs		\$ 18.14
	Stone and Brick Veneer		\$ 11.17
	Storage Racks	per CF	\$ 1.40
	Swimming Pool (per sf surface area)	Vinyl-lined	\$ 43.27
	Swimming Pool (per sf surface area)	Gunite	\$ 47.45
	Swimming Pool (per sf surface area)	Fiberglass	\$ 51.64
			0.027
		hazardous 'h' occupancies	
Tenant Improvements		hazardous 'h' occupancies	58.62
Tenant Improvements		Other such as stores & offices	42.13

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

Occupancy	Use	Type of Construction	2015-2016
General Additions and Modifiers			0.027
	Fire Sprinkler System		3.63
	Air Conditioning-Commercial		5.86
	Air Conditioning-Residential		4.88
	Fireplace-Concrete or masonry		4,494.06
	Fireplace-prefabricated metal		3,055.13
	Pile Foundations	Cast-in-place concrete piles	29.31
	Pile Foundations	Steel piles	72.57
Alterations to Existing Structures <i>(with no additional Floor Area or Roof Cover)</i>			0.027
	Interior Partition		\$ 66.99
	Doors		\$ 20.94
	Close Exterior Wall Opening		\$ 19.54
Shell Buildings			0.027
B	Banks	*Type I or I B.	\$ 165.25
	Banks	Type II A	\$ 121.70
	Banks	Type II B	\$ 118.35
	Banks	Type III A	\$ 133.98
	Banks	Type III B	\$ 129.52
	Banks	Type V A	\$ 121.70
	Banks	Type V B	\$ 117.24
B	Medical Offices	*Type I or I B.	\$ 133.98
	Medical Offices	Type II A	\$ 102.72
	Medical Offices	Type II B	\$ 98.26
	Medical Offices	Type III A	\$ 111.65
	Medical Offices	Type III B	\$ 103.84
	Medical Offices	Type V A	\$ 100.49
	Medical Offices	Type V B	\$ 97.14
B	Offices	*Type I or I B.	\$ 119.47
	Offices	Type II A	\$ 80.39
	Offices	Type II B	\$ 75.92
	Offices	Type III A	\$ 85.97
	Offices	Type III B	\$ 82.62
	Offices	Type V A	\$ 80.39
	Offices	Type V B	\$ 75.92
A-2	Restaurants	Type III A	\$ 109.42
	Restaurants	Type III B	\$ 104.95
	Restaurants	Type V A	\$ 99.37
	Restaurants	Type V B	\$ 96.02
	Stores	*Type I or I B.	\$ 91.56
	Stores	Type II A	\$ 55.83
	Stores	Type II B	\$ 54.71
	Stores	Type III A	\$ 68.11
	Stores	Type III B	\$ 64.76
	Stores	Type V A	\$ 58.06
	Stores	Type V B	\$ 53.59

City of Lemon Grove Master Fee Schedule
FY 2016-17

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**City of Lemon Grove Master Fee Schedule
FY 2016-17**

DEVELOPMENT SERVICES - ENGINEERING

Description	Fee	Deposit	Comments
Amending Map/Certificate of Correction		\$ 1,000.00	
Document Preparation and/or Recordation	\$ 85.00		See Note 1
Encroachment Permits			
Minor	\$ 350.00		See Note 2
Major	\$ 750.00		See Note 2
Roll-off trash container, event, or maintenance	\$ 50.00		
Grading Permit			
Minor Grading (50 - 150 cu. Yds.)		\$ 1,500.00	
Major Grading (>150 cu. Yds.)		\$ 5,000.00	
Construction Change		\$ 500.00	
Improvement Plan Check - Residential			
1-4 dwelling units		\$ 2,500.00	
5-25 more dwelling units		\$ 6,000.00	
Over 25 dwelling units		\$15,000.00	
Construction Change		\$ 500.00	
Improvement Plan Check - Commercial/ Industrial			
Minor		\$ 1,500.00	See Note 3
Major		\$ 2,500.00	See Note 4
Construction Change		\$ 500.00	
Monitoring Well Permit	\$ 200.00		per well
Parcel Map		\$ 3,500.00	
Streets			
Street Opening/Vacation/Quitclaims		\$ 2,000.00	
Subdivision Map			
5-25 lots		\$ 6,000.00	
more than 25 lots		\$12,000.00	
Transportation Permit			
Single Trip or Rider	\$ 16.00		See Note 5
Annual	\$ 90.00		
Water Quality Document Review		\$ 150.00	

NOTES:

1. See Engineering Agreement Check List Bulletin.
2. At the discretion of the City Engineer:
 Minor Encroachment permits shall apply to a single parcel requiring no more than 500 square feet of Right-of-Way (including Traffic Control).
 Major Encroachment permits shall apply to multiple parcels & single parcels requiring more than 500 square feet of Right-of-Way (including Traffic Control)
3. Minor Improvement Plan Check-Com/Ind shall apply to a single parcel requiring no more than 500 square feet of Right-of-Way.
4. Major Improvement Plan Check-Com/Ind shall apply to multiple parcels & single parcels requiring more than 500 sq ft of Right-of-Way
5. Special Service Charge for each hour (\$50/hour) expended directly on engineering investigations, routing definition, coordination, and control of permit movement for each individual which meets any one of three following criteria:
 - a. Loads in excess of 14 feet wide
 - b. Loads in excess of 135 feet in overall length
 - c. Loads that are of a weight that requires more than a 13-axle, single-vehicle width hauling combination (approximately 370,000 lbs)

City of Lemon Grove Master Fee Schedule
FY 2016-17

DEVELOPMENT SERVICES - ENGINEERING

Description	Fee	Deposit	Comments
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**City of Lemon Grove Master Fee Schedule
FY 2016-17**

DEVELOPMENT SERVICES - PLANNING

Description	Fee	Deposit	Comments
Address-new (not associated with TPM/TM)	\$100 00		
Appeal (City Council Interpretation)	\$75 00		
Bee Keeping			to be determined by City Council
Boundary Adjustment			
Application		\$1,800 00	Includes Certificate of Compliance
Certificate of Compliance		\$150 00	
Community Housing Conversion Permit		\$2,000 00	
Conditional Use Permit			
Application		\$1,500 00	
Modification		\$785.00	
Time Extension (Staff Review)		\$250 00	
Time Extension (PC/CC Review)		\$350.00	
General Plan/Specific Plan Amendment		\$3,000.00	
Manuals and Maps			
City of Lemon Grove Master EIR (MEIR)	\$100.00		
Downtown Village Specific Plan	\$45 00		
General Plan	\$65.00		
General Plan Implementation Manual	\$25.00		
General Plan Map	\$2.50		
Housing Element	\$30.00		
Redevelopment Plan	\$10.00		
Zoning Map	\$6.00		
Compact Disc (CD) of a document listed above	\$3 50		
Minor Use Permit			
Application		\$300 00	
Modification		\$100 00	
Time Extension (Staff Review)		\$100.00	
Time Extension (PC/CC Review)		\$100 00	
Parkland Fees (in-lieu fee per dwelling unit)			
RL, RL/M zones (or 762.3 s.f.)	\$900.00		
RM, RM/H zones (or 544.5 s.f.)	\$639.00		
DVSP zone	\$639.00		
R/P, CC, GC zones (or 435.6 s f)	\$513.00		
Planned Development Permit			
Residential			
Application		\$2,000.00	
Modification		\$525 00	
Commercial/Industrial			
Application		\$2,000 00 (≤ one acre)	
Modification		\$1,000 00	
Time Extension (Staff Review)		\$250 00	
Time Extension (PC/CC Review)		\$350 00	
Pre-Application Review		\$500 00	
Signs (Planning)			
Standard (Wall, Freestanding, Projecting)	\$60 00		per sign
Business Complex		\$100 00	
Business Complex Modification		\$100.00	
Special Event and Temporary	\$20 00		
Substantial Conformance Review (SCR)		\$200 00	
Temporary Use Permits			
Sidewalk Sales	\$50 00	\$250 00	Clean-up deposit - See Note 1
Group Assembly (Carnivals, Fairs, Concerts, Shows, Parades)	\$100 00	\$250 00	Clean-up deposit - See Note 1
Special Events (Christmas tree lots)	\$50 00	\$250 00	Clean-up deposit - See Note 1
Non-Profit (special events)	\$10.00		
Trailer Coach Permit	\$50 00		
Tentative Map (Major Subdivision, 5+ lots)			
Application - base deposit amount		\$4,500 00	
Additional deposit - \$125 per lot (5-25 lots)			
Additional deposit - \$100 per lot (26-50 lots)			
Additional deposit - \$75 per lot (51+lots)			
Revised Map		\$2 000 00	
Time Extension		\$350 00	
Tentative Parcel Map (Minor Subdivision)			
Application		\$3,000 00	
Revised Map		\$1 700 00	
Time Extension		\$350 00	

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

DEVELOPMENT SERVICES - PLANNING

Description	Fee	Deposit	Comments
Variance		\$750.00	
Minor Modification		\$100.00	
Time Extension		\$350.00	
Zoning Amendment/Reclassification		\$1,000.00	
Zoning Clearance (ZC)		\$150.00	

NOTES:

1. Clean-up deposit may be waived at the discretion of the Development Services Director.
2. The total cost of processing a planning application is based on staff hours spent (rounded to the nearest quarter hour) charged at the weighted rate provided in Appendix A, plus all direct costs
3. Environmental analysis costs will be charged against the deposit.
4. Costs for technical studies and/or environmental impact reports are not included and will be borne by the applicant.
5. Fees from other agencies are not included in this schedule.
6. Hourly rates adjusted annually - see Appendix A.
7. Direct costs of required public noticing shall be deducted from the application deposit.

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

FIRE

Description	Fee	Comments
Plan Check Fees		
<i>Plan Review</i>		
Single Family Residence	\$65.00	
Multi-family Residential	\$275.00	per floor
Commercial	\$275.00	per floor
Automatic Fire Sprinkler System (basic)	\$110.00	
Alarm System (basic/TI)	\$110.00	
Fire Protection System-Outside Review		Cost of Consultant/Reviewer
General Plan Review-Outside Review		Cost of Consultant/Reviewer
Outside Plan Review Administrative Fee		Up to 25% of Review Cost
Alteration to Existing Fire Sprinkler System (TI)	\$110.00	
Other Fire Protection System	\$130.00	
Tenant Improvement	\$80.00	
Special Extinguishing Systems	\$150.00	
Inspection Fees		
Alarm System Inspection	\$110.00	
Apartment Building (1-14 units)	\$80.00	
Apartment Building (15-50 units)	\$110.00	
Apartment Building (51 + units)	\$165.00	
Assembly (Small)	\$30.00	
Assembly (Large)	\$55.00	
Care Facilities (More than 6 occupants)	\$55.00	
Care Facility (Preinspection)	\$60.00	
Code Compliance re-inspection (First)	\$30.00	
Code Compliance re-inspection (Subsequent)	\$110.00	
Commercial Inspection (Medium)	\$110.00	
Commercial Inspection (Large)	\$250.00	
Convalescent Facilities	\$130.00	
Educational Facilities	\$110.00	
Fire Sprinkler Inspection (Residential)	\$55.00	
Fire Sprinkler Inspection (Commercial)	\$110.00	
Special Extinguishing Systems (Hood)	\$70.00	
Small Business	\$30.00	
Stand Pipe System	\$85.00	
Cost Recovery Fees		
After Hour Inspection	\$96.00	per hour
Deposition/Interview	\$96.00	per hour
Duty Chief	\$94.00	per hour
Engine Company	\$155.00	per hour
Fire Alarm Malfunction	\$155.00	2 alarms/30 days or 3/6 mos
Malicious False Alarm	\$155.00	
Incident Dispatch Fee	\$50.00	
Incident Photo Copies	\$10.00	per photo
Incident Report Copies	\$0.15	per page
Audio Tape	\$10.00	
Compact Disc (CD)	\$10.00	

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

FIRE

Description	Fee	Comments
Annual Fire Code Permit Fees		
Aerosol Products	\$55.00	
Aircraft Refueling	\$55.00	
Aircraft Repairs	\$55.00	
Asbestos Removal	\$55.00	
Assembly Occupancies	\$85.00	
Automotive Wrecking Yard	\$85.00	
Battery System	\$55.00	
Bowling Alley	\$55.00	
Candles/Open Flame	\$55.00	
Carnivals/Fairs	\$85.00	
Cellulose Nitrate Storage	\$85.00	
Christmas Tree Lots	\$30.00	
Class 1 Liquid (5-10 Gallons)	\$55.00	
Class 1 Flammable Liquids (>10 Gallons)	\$55.00	
Combustible Fiber Storage	\$55.00	
Commercial Rubbish Handling	\$55.00	
Compressed Gasses	\$55.00	
Cryogenics	\$55.00	
Dry Cleaning Plants	\$55.00	
Dust Producing Operations	\$85.00	
Explosives or Blasting	\$110.00	
Fireworks Display	\$110.00	
Fruit Ripening	\$85.00	
Green Waste	\$110.00	
Hazardous Materials	\$165.00	
High Pile Combustible Storage	\$85.00	
Hot Work Operations (Tar Pots)	\$55.00	
Liquefied Petroleum Gases (>55 Gallons)	\$55.00	
Lumber Yards	\$110.00	
Magnesium Working	\$55.00	
Mall-Covered	\$165.00	
Motor Vehicle Fuel Dispensing	\$85.00	
Open Burning	\$30.00	
Organic Coatings	\$85.00	
Ovens-Industrial	\$85.00	
Pyrotechnic Special Affects	\$110.00	
Radioactive Materials	\$85.00	
Refrigeration Equipment	\$110.00	
Removal of Above Ground Tank	\$110.00	
Removal of Underground Tank	\$110.00	
Repair Garages	\$85.00	
Spraying and Dipping Operations	\$85.00	
Tank Vehicles, Plants	\$85.00	
Temporary Structures-Tent-Canopy	\$70.00	
Tire Storage	\$110.00	
Underground Tank Installation	\$135.00	
Use/Modify Pipe Line	\$140.00	
Wood Products	\$110.00	

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

GENERAL

Description	Fee	Comments
Administrative Citation		
First Citation	\$100.00	
Second Citation	\$200.00	
Third Citation	\$500.00	
Fourth Citation	\$1,000.00	
Processing Fee-Code Enforcement Lien	\$480.00	One hour rate (cost recovery)
Late Payment Penalty	25% of fine plus 10% per month interest on delinquent fine.	
Copy Fees (paper)*		
8 1/2 X 11	\$0.20	
8 1/2 X 11 Color	\$1.30	
8 1/2 X 14	\$0.35	
8 1/2 X 14 Color	\$1.80	
11 X 17 "B"	\$0.65	
11 X 17 "B" Color	\$2.30	
18 X 24 "C"	\$3.55	
24 X 36 "D"	\$4.55	
36 X 42 "E"	\$6.00	
Note: Government Code Section 81008 limits the cost for campaign finance documents to .10 cents per page and a retrieval fee not to exceed five dollars per request for copies of reports and statements which are five or more years old. A request for more than one report or statement or report and statement at the same time shall be considered a single request.		
Copy Fees (other media)		
Audio Tape	\$3.50	
Compact Disc (CD)	\$3.50	
Credit Card Fees-VISA/Mastercard only. Excludes Discover, debit and prepaid cards)		
Per Transaction	\$10.00 min charge	Maximum 3%, not to exceed all merchant's credit card processing charges
The fee will be charged on all transactions that are \$500 and above. It will not be charged for deposits. The transaction fee will apply for all transactions conducted on-line		
Dog License	Altered	Unaltered
1 Year License	\$15.00	\$40.00
2 Year License	N/A	N/A
3 Year License	\$35.00	\$75.00
Puppy License - 1 year	N/A	N/A
Transfer Fee	\$10.00	\$10.00
Penalty Fee	\$10.00	\$25.00
Tag Replacement Fee	\$5.00	\$5.00
Animal Penalties-Running At Large-altered	Altered	
1st offense	\$50.00	
2nd offense	\$100.00	
3rd offense	\$200.00	
Animal Penalties-Running At Large-unaltered		
1st offense	\$100.00	Reduced to \$50 if owner agrees to alter dog
2nd offense	\$200.00	Reduced to \$100 if owner agrees to alter dog
3rd offense	\$300.00	Reduced to \$200 if owner agrees to alter dog
Boarding Fee-Impounded Animal		
Altered-Per Night	\$15.00	
Unaltered-Per Night	\$25.00	Reduced to \$15/night if owner agrees to alter dog
Notary Public Services		
Per Signature	\$10.00	
Storm Water Management Fee		
Residential Unit	\$15.00	
In-City Business (HOPs are exempt)	\$26 -- \$120	per Table based on Bus Lic cost
Out-of-City Business	\$26 -- \$120	per Table based on Bus Lic.cost
Apartment Complex (6+ units)	\$7.50	per unit
Storm Water Violation		
Failure to abate after 5 days of notice	\$100.00	
Failure to abate after 10 days of notice	\$200.00	
Failure to abate after 15 days of notice	\$500.00	per day
Other		
Returned Check Fee	\$25.00	
Other		
Citizens Initiative Filing Fee	\$200.00	

*NOTE - Larger projects may be outsourced at full cost recovery

City of Lemon Grove Master Fee Schedule
FY 2016-17

GENERAL

Description	Fee	Comments
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**City of Lemon Grove Master Fee Schedule
FY 2016-17**

LAW ENFORCEMENT

Description	Fee	Comments
Parking Violation Notice		
72 Hour Parking Restriction	1 \$ 53.00	LGMC 10.28.130
Curb Markings	2 \$ 53.00	LGMC 10.32.060
Parking in Violation of Signs	3 \$ 53.00	LGMC 10.28.180
Parking of Commercial Vehicle	4 \$ 53.00	LGMC 10.28.170
Parking Within 15' of Fire Hydrant	5 \$ 53.00	CVC 22514
Stopping, Standing, or Parking	6 \$ 47.50	CVC 22500 (a-k)
Curb Parking	7 \$ 47.50	CVC 22502 (a-e)
Plate (Front/Back Required)	8 \$ 37.50	CVC 5200
Missing Tabs (Month/Year)	9 \$ 63.00	CVC 5204 (a)
Bike Lane	10 \$ 38.00	CVC 21211
Parking in Spaces Designated for Disabled Persons	11 \$ 403.00	CVC 22507.8
License Plate Cover	12 \$ 33.00	CVC 5201 (f) (2)
Other Violations		
Registration/Wrong Vehicle	\$ 103.00	CVC 1164 (B)
Parking on Public Grounds	\$ 28.00	CVC 21113 (a)
Bus Zone	\$ 253.00	CVC 22500 (l)
Blocking Disabled Zone/Curb Cut	\$ 278.00	CVC 22500 (l)
Fire Lane	\$ 38.00	CVC 22500.1
Parking on Hills	\$ 38.00	CVC 22509
Unattended Vehicle	\$ 28.00	CVC 22515
Locked Vehicle/Passenger Inside	\$ 38.00	CVC 22516
Less than 7 5 ft from R.R. Tracks	\$ 28.00	CVC 22521
3ft. From Handicapped Ramp	\$ 275.00	CVC 22522
Abandoned Vehicle	\$ 103.00	CVC 22523
Blocking Intersection	\$ 53.00	CVC 22526
Store Open Container/Pass Comp.	\$ 38.00	CVC 23226
Stop/Park in Vehicle Crossing	\$ 28.00	CVC 23333
Vehicle With Unlawful Lighting Device	\$ 33.00	CVC 24003
Dimmed Lights on Parked Vehicles	\$ 33.00	CVC 24401
Lamp or Flag on Projections	\$ 33.00	CVC 24604
Reflectors on Rear	\$ 33.00	CVC 24607
Reflectors on Front and Sides	\$ 33.00	CVC 24608
Unlawful Flashing Lights	\$ 33.00	CVC 25250
Flashing Lights Required	\$ 33.00	CVC 25251
Warn Dev/Disabled, Parked Vehicle	\$ 33.00	CVC 25300
Set Parking Brakes	\$ 33.00	CVC 26451
Fuel Tank Caps	\$ 33.00	CVC 27155
Registration	\$ 53.00	CVC 4000 (a)
Positioning of Plates	\$ 33.00	CVC 5201
Commercial Veh/Weight Fees Due	\$ 133.00	CVC 9400
Repairing/Washing/Offering Sale in Street	\$ 38.00	LGMC 10.28.140
No Parking in Alley	\$ 38.00	LGMC 10.32.090
Other LGMC Violation	\$ 38.00	
Penalty for all above violations	\$35.00	Penalty assessed if not paid within 21 days of the date of the notice.
Vehicle Impound		
Administrative Fee for Release	\$ 70.00	
Serious Traffic Offender Program (STOP)	\$ 65.00	

City of Lemon Grove Master Fee Schedule
FY 2016-17

LAW ENFORCEMENT

Description	Fee	Comments
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**City of Lemon Grove Master Fee Schedule
FY 2016-17**

Public Works - Facilities

Description	Fee	Comments
Rental Facilities		
<i>Senior Center*</i>		
Without Alcohol		
Fee	\$850.00	+ \$200.00 deposit
With Alcohol		
Fee	\$1,150.00	+ \$300.00 deposit
Special Event	\$1,500.00	\$400 deposit
<i>Community Center*</i>		
Without Alcohol		
Fee-Non-profits	\$450.00	+ \$200.00 deposit
Fee-All Others	\$520.00	+ \$200.00 deposit
With Alcohol		
Fee-Non-profit	\$700.00	+ \$300.00 deposit
Fee-All Others	\$800.00	+ \$300.00 deposit
Special Event	\$1,100.00	+ \$400 deposit
<i>H. Lee House Courtyard*</i>		
Without Alcohol		
Fee-Non-profit	\$300.00	+ \$200.00 deposit
Fee-All Others	\$350.00	+ \$200.00 deposit
With Alcohol		
Fee-Non-profit	\$400.00	+ \$300.00 deposit
Fee-All Others	\$550.00	+ \$300.00 deposit
Special Event	\$800.00	+ \$400 deposit
<i>Recreation Center Gymnasium - Entire Facility**</i>		
Fee-Non-Commercial	\$60.00	+ \$200.00 deposit***
Fee-Commercial	\$100.00	+ \$200.00 deposit***
<i>Gymnasium Only**</i>		
Fee-Non-Commercial	\$50.00	+ \$200.00 deposit***
Fee-Commercial	\$80.00	+ \$200.00 deposit***
<i>Park Gazebos (Berry Street Park & Lemon Grove Park)**</i>		
Fee-Small	\$80.00	
Fee-Large	\$100.00	
Non Profit meetings:		
No Staff Required		
Monday-Thursday 8am-5pm	\$20	per use + \$25.00 set up fee
Monday-Thursday 5pm-10pm	\$20	per use + \$25.00 set up fee
Friday-Sunday	\$30	per hour
Staff Required		
Monday-Thursday 8am-5pm	\$30	per use + \$25.00 set up fee
Monday-Thursday 5pm-10pm	\$30	per use + \$25.00 set up fee
Friday-Sunday	\$50	per hour

*Eight (8) hour rate Four (4) hour rate available at half the 8 hour rate plus \$50 Additional per hour

**Hourly Rate

***Deposit may be waived at the discretion of the Department Director

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

Description	Fee	Comments
Public Works - Recreational Programs		
<i>Adult*</i>		
Basketball fee	\$200.00	per team + \$5.00 equipment fee
Softball fee	\$385.00	per team + \$5.00 equipment fee
Volleyball fee	\$200.00	per team + \$5.00 equipment fee
Volleyball - Women's Individual	\$45.00	per season - 'Queen of the Court'
*Winners of each adult league and playoffs shall receive a discount of \$50 - \$350 on their next league		
Classes	\$10-\$100	per session
<i>Youth</i>		
Pee Wee Sports (first session)	\$27.00	includes a t-shirt
Pee Wee Sports (additional sessions)	\$22.00	each session
Basketball	\$50.00	
Basketball Club League-Team	\$225.00	per team
Day Camp	\$35-100	amount depends on the number of participants
Flag Football	\$50.00	
Indoor Soccer	\$30.00	
Classes	\$10-\$100	per session
Banner Installation Fee	\$20.00	per installation

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

SANITATION DISTRICT

Description	Fee	Comments
New System Connection Permit Fee	\$1,000.00	per Equivalent Dwelling Unit (EDU)
Annual Sewer Service Charge*		
Residential	\$534.62	per EDU
General Commercial, Professional, Industrial	Minimum of 1.2 EDUs charged	
Food Service Establishments	Minimum of 3 EDUs charged	
Hotels & Motels	Based upon number of living units - w or w/o kitchen	
Self-service Laundry	1 EDU per washer	
Churches, Theaters & Auditoriums	Minimum of 1.5 EDUs charged	
Schools	Minimum of 1 EDU, based upon number of pupils	

City of Lemon Grove Master Fee Schedule
FY 2016-17

Description	Fee	Comments
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**City of Lemon Grove Master Fee Schedule
FY 2016-17**

APPENDIX A - HOURLY RATES

Position Title	Loaded Rate
Assistant City Engineer	\$ 41
Associate Civil Engineer	\$ 60
Building Inspector (EsGil Corporation)*	\$ 83
Building Official (EsGil Corporation)*	-\$ -100
City Attorney (Lounsbery, Ferguson, Allona & Peak)	\$ 210
City Engineer	\$ 75
Code Enforcement Officer/Water Quality Inspector	\$ 41
Crime Prevention Specialist (County of San Diego)	\$ 68
Fire Inspectors	\$ 34
Development Services Director	\$ 79
Development Services Technician	\$ 43
Electrical Engineer (EsGil Corporation)*	\$ 105
Energy Plans Examiner (EsGil Corporation)*	\$ 105
Engineering Inspector	\$ 43
Engineering Tech III	\$ 43
Management Analyst	\$ 47
Mechanical Engineer (EsGil Corporation)*	\$ 105
Plans Examiner (EsGil Corporation)*	\$ 90
Public Works Director	\$ 77
Principal Planner	\$ 59
Structural Engineer (EsGil Corporation)*	\$ 120
Supervising Building Inspector (EsGil Corporation)*	\$ 90

*EsGil rates are increased by a factor of 1.5 for overtime, holiday and weekend assignments

**City of Lemon Grove Master Fee Schedule
FY 2016-17**

APPENDIX A - HOURLY RATES

Position Title	Loaded Rate
Interim City Engineer (Rick Engineering)	\$ 210
Assistant City Engineer	\$ 41
Associate Civil Engineer	\$ 60
Building Inspector (EsGil Corporation)*	\$ 83
Building Official (EsGil Corporation)*	\$ 100
City Attorney (Lounsbery, Ferguson, Allona & Peak)	\$ 210
City Engineer	\$ 75
Code Enforcement Officer/Water Quality Inspector	\$ 41
Crime Prevention Specialist (County of San Diego)	\$ 68
Fire Inspectors	\$ 34
Development Services Director	\$ 79
Development Services Technician	\$ 43
Electrical Engineer (EsGil Corporation)*	\$ 105
Energy Plans Examiner (EsGil Corporation)*	\$ 105
Engineering Inspector	\$ 43
Engineering Tech III	\$ 43
Management Analyst	\$ 47
Mechanical Engineer (EsGil Corporation)*	\$ 105
Plans Examiner (EsGil Corporation)*	\$ 90
Public Works Director	\$ 77
Principal Planner	\$ 59
Structural Engineer (EsGil Corporation)*	\$ 120
Supervising Building Inspector (EsGil Corporation)*	\$ 90

*EsGil rates are increased by a factor of 1.5 for overtime, holiday and weekend assignments

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING JOB DESCRIPTIONS FOR FINANCE MANAGER AND PARK RANGER

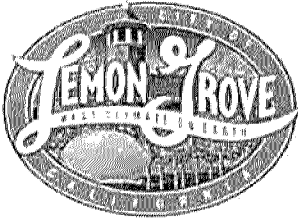
WHEREAS, on June 7, 2016, the City Council was presented with the draft FY 2016-2017 budget; and

WHEREAS, said budget included the addition of two new position titles: Finance Manager and Park Ranger; and

WHEREAS, the City Council finds it in the public interest to approve the job descriptions for Finance Manager and Park Ranger.

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

1. Approves the Finance Manager job description (**Attachment I**); and
2. Approves the Park Ranger job description (**Attachment I**).



CITY OF LEMON GROVE

Class Title: Finance Manager

Department: Finance

Class Status: Management, exempt and at-will

GENERAL PURPOSE

To serve as the executive director of the department; to prepare annual budget and forecasting, plan, organize and direct centralized accounting, licensing; and to provide highly responsible and professional staff assistance to the City Manager and City Council.

SUPERVISION RECEIVED AND EXERCISED

This position receives general administrative direction from the City Manager and exercises direct supervision over all finance department staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plan, organize and direct accounting functions including budgeting, purchasing, auditing, investing, and maintenance of the finance system;
- Establish and maintain internal control procedures and assure that state and federal standard accounting procedures are maintained;
- Assure compliance with California codes and regulations as they relate to financial issues;
- Monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures, making recommendations and improvements as needed;
- Prepare and present financial statements and reports to the City Council;
- Develop estimates of City revenues, expenditures and year end balances;
- Prepare City budgets;
- Respond to external auditors, directing staff as needed to provide information;
- Plan, organize, select and supervise the work of departmental staff, evaluate staff performance, set goals and provide training and motivation to ensure optimum production;
- Audit and exercise budgetary control over payment of bills, invoices, payroll and other vouchers;
- Provide professional and technical advice and assistance to the City Manager and City Council on matters related to departmental functions;
- Maintain beneficial relationships with and respond to queries from City Council, City staff and the general public;
- Represent the City and participate in professional and public meetings and organizations, as appropriate; and
- Perform related work as required.

EDUCATION AND EXPERIENCE

Any combination equivalent to the education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- A bachelor's degree from an accredited college or university with major course work in accounting, finance, business or public administration or related field. A master's degree in public administration, business administration or a related field is desirable; and
- Five years of progressively responsible municipal accounting, including at least three years of responsible management and supervisory level experience.

LICENSES OR CERTIFICATION

Possession of a valid Class C California driver's license.

KNOWLEDGE OF:

- Advanced principles and practices of municipal accounting, fiscal planning, budgeting, administration, auditing, record keeping and reporting;
- Principles and practices of automated data processing systems as applied to accounting applications;
- Principles and practices of organization, administration and personnel management and leadership;
- Modern office procedures, methods and equipment, including computer equipment;
- Microsoft Network systems and Microsoft Office programs, including Outlook, Word, Excel, and PowerPoint;
- Principles of business letter writing and report preparation;
- Principles of supervision, training and performance evaluation; and
- Pertinent Federal, State, and local laws, codes and regulations.

ABILITY TO:

- Direct, plan and organize the activities of the department;
- Develop and administer sound departmental policies and procedures;
- Analyze problems, identify alternative solutions, project consequences, and implement recommendations;
- Manage, motivate, direct, train, evaluate and coordinate the work of departmental staff;
- Prepare clear and concise administrative and financial reports;
- Interpret and apply Federal, State and local policies, laws and regulations;
- Communicate clearly and concisely, both orally and in writing;
- Establish and maintain effective working relationships with staff and the public;
- Utilize personal computer, 10-key calculator, and other miscellaneous office machines;
- Exercise good judgment and prioritize daily functions; and
- Maintain confidentiality regarding a variety of employee and personnel issues.

TOOLS AND EQUIPMENT USED

Office equipment, including office and mobile telephone, personal computer, computer server, printer, 10-key calculator, facsimile, copier, and postage machine.

PHYSICAL DEMANDS

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Requires frequent lifting, pulling, and/or pushing objects that are 20 pounds. Required to work at a computer for prolonged periods of time generating reports and documents. Frequently required to sit, stand, reach, lean, twist, turn, bend and kneel, use hands to finger, handle, grasp, feel or operate objects, sit for prolonged periods of time. Hear and speak to vendors, the general public and City staff on the telephone and in person. Read documents, specifications, reports, contracts, correspondence, memoranda, and other records. Requires vision (which may be corrected) to read small print often found on contracts and other documents. Operate a multitude of office equipment.

WORK ENVIRONMENT

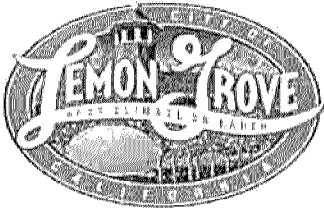
- Usually quiet office environment that can be fast paced;
- Meeting environments may be at night and/or moderately noisy; and
- Travel to attend meetings within and out of the City may require use of personal vehicle.

GUIDELINES

The duties listed above are intended only as illustrations of the various types of work that may be performed. The list may not include all required duties. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Lemon Grove City Council: _____



CITY OF LEMON GROVE

Class Title: Park Ranger
Department: Community Services

GENERAL PURPOSE

To patrol assigned areas and enforce municipal code, park rules and regulations; open and close parks and restrooms during assigned times.

SUPERVISION RECEIVED AND EXERCISED

Works under the supervision of the Community Services Superintendent or designee.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Routine Duties

- Monitor assigned areas for overall public safety;
- Identify hazards to patrons;
- Observe patrons to ensure compliance with park safety rules and regulations;
- Open and close parks;
- Issue parking citations;
- Clean and maintain restrooms, fields and picnic grounds;
- Collect trash and empty trash receptacles;
- Assist in emergency situations;
- Perform other duties as assigned.

DESIRED MINIMUM QUALIFICATIONS

Education and Experience

High school diploma or GED.

One year experience in related employment with heavy public contact.

Licenses and Certificates

Possession of a valid California driver's license.

American Red Cross certifications in CPR and First Aid

PC 832 Certification

Necessary Knowledge, Skills and Abilities

- Working knowledge of good customer service.
- Working knowledge of park cleaning and maintenance practices and procedures.
- Working knowledge of applicable safety precautions.
- Working knowledge of the English language, usage, spelling, grammar and punctuation.
- Ability to work independently; complete daily activities according to work schedule.
- Ability to communicate park policies to patrons and resolve park issues.
- Ability to operate and drive a City vehicle.
- Ability to communicate orally and in writing.

- Ability to use equipment properly and safely.
- Ability to understand and carry out written and oral instructions.
- Ability to establish and maintain effective working relationships with others.
- Ability to work with diverse cultural and socioeconomic groups.
- Possess a valid state driver's license, or ability to obtain one.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Regularly required to reach with hands and arms, use hands to fingers, handle, feel or operate objects.
- Significant walking, standing, and sitting for prolonged periods.
- Moderate to heavy lifting may be required.
- Vision abilities require close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Works in inclement weather conditions.
- Travel from site to site.
- Occasionally exposed to fumes or airborne particles, toxic or caustic chemicals.
- Noise level in the work environment is usually loud.

GUIDELINES

- The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The list may not include all required duties, nor does everyone in this class necessarily perform all listed tasks.
- The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by City Council

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 4
Mtg. Date June 21, 2016
Dept. Public Works

Item Title: Award a Construction Contract for the Lemon Grove Realignment Project

Staff Contact: Mike James, Public Works Director and Edgar Camerino, Project Manager

Recommendation:

Adopt a resolution (**Attachment B**) awarding a construction contract for the Lemon Grove Avenue Realignment Project (Contract No. 2016-16) to West Coast General Corporation.

Item Summary:

In support of the City's five year capital improvement program (CIP), the City advertised a notice inviting bids for the Lemon Grove Avenue Realignment Project (Contract No. 2016 – 16) on April 21, 2016. The City held a mandatory pre-bid meeting on May 3, 2016, when nine potential contractors attended. On June 7, 2016, the City received four sealed bids.

Staff recommends awarding a contract (Contract No. 2016-16) to West Coast General Corporation and establishing a total project budget not to exceed \$6,310,300. The staff report (**Attachment A**) outlines specific details about the bid process, information about each company that submitted a bid, project revenue details, and information that supports staff's recommendation.

Fiscal Impact:

\$6,310,300 was programmed in the Fiscal Year 2016-2017 budget to support this project from eight funding sources.

Environmental Review:

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

Public Information:

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

Attachments:

- A. Staff Report
- B. Resolution

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 4

Mtg. Date June 21, 2016

Item Title: **Award Construction Contract for the Lemon Grove Realignment Project**

Staff Contact: Mike James, Public Works Director and Edgar Camerino, Project Manager

Discussion:

In April 2016, the City advertised a notice inviting bids for the Lemon Grove Avenue Realignment Project (Contract No. 2016-16) which will realign the Lemon Grove Avenue from the SR-94 Eastbound Exit Ramp to North Avenue. The project consists of grading, roadway modifications to the off-ramp, installation of curb, gutter, sidewalks and driveways, new street lighting, new traffic signals, traffic signing and striping, landscape and irrigation, railroad signaling and grade crossing improvements, railroad overhead contract system modifications, and pavement restoration.

In addition to the base bid, which includes the core elements of the project, an additive alternate that includes enhanced concrete sidewalk and crosswalk paving, pedestrian lights, benches and concrete sidewalk pavers was requested if additional funds were available. As of the date of this report, additional monies to fund the additive alternate items were not available. Pending the construction contract award, if staff realizes a cost saving during construction those funds will be consolidated in an attempt to afford the additive alternative amount of \$392,251.

On June 7, 2016, the City received the following four sealed bids:

Bidder's Name	Location	Base Bid	Add Alternate
West Coast General Corporation	Poway	\$5,506,461.19	\$392,251.00
Southland Paving, Inc.	Escondido	\$6,129,533.20	\$301,720.00
Palm Engineering Construction Company	San Diego	\$6,147,098.00	\$353,260.00
Pal General Engineering, Inc.	San Diego	\$6,977,977.36	\$228,720.00
Average Bid Amount		\$6,190,267.45	\$318,987.75

The engineer's estimate for this project was \$5,200,000. The lowest base bid was submitted by West Coast General Corporation (WCGC) in the amount of \$5,506,461.19.

Staff reviewed WCGC's project work history, references, and construction license. Its project work history and reference checks were positive. WCGC has also successfully performed similar work for various local government agencies. WCGC's construction license is current and in good standing with the State of California. Therefore, staff determined WCGC was both a responsive and responsible bidder, and recommends the award of a construction contract to WCGC.

Attachment A

Staff recommends the following project budget which incorporates only the core elements of the project using the base bid only:

Description	Amount
Construction Costs	\$5,506,461.19
Hazmat	\$100,000
Supplemental Costs	\$100,000
Utility Agency Fees	\$50,000
RWCQB Fees	\$3,000
Project Contingency ~ 9%	\$550,838.81
Total	\$6,310,300.00

Generally, the City contracts with the current on-call inspection and testing consultant to provide inspection and testing services for constructions projects. Due to the complex coordination of construction activities of this project, the City contracted with Infrastructure Engineering Corporation (IEC) in April 2016 to provide Construction Management Services, including construction inspection and material's testing.

The programmed revenue sources for this project include the following amounts and sources:

- \$150,000 is budgeted from Fund 3 – Street Reserve;
- \$237,400 is budgeted from Fund 10 – TDA;
- \$1,000,000 is budgeted from Fund 14 – TransNet;
- \$805,000 is budgeted from Fund 14 – SGIP;
- \$200,000 is budgeted from Fund 16 – Sanitation;
- \$557,900 is budgeted from Fund 27 – RTCIP;
- \$1,560,000 is budgeted from Fund 40 – IIG; and
- \$1,800,000 is budgeted from Fund 64 – CDA.

The total revenue programmed for this project equals \$6,310,300, which equals the anticipated project expenditures.

Conclusion:

Staff recommends that the City Council adopt a resolution (**Attachment B**) awarding the Lemon Grove Avenue Realignment Project contract (Contract No. 2016-16) to West Coast General Corporation and establish a project budget not to exceed \$6,310,300.

Attachment B

RESOLUTION NO. 2016 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AWARDING A CONSTRUCTION CONTRACT FOR THE LEMON GROVE AVENUE REALIGNMENT PROJECT TO WEST COAST GENERAL CORPORATION

WHEREAS, the Lemon Grove Realignment Project was scheduled as a part of the city's five year capital improvement program; and

WHEREAS, the city advertised a notice inviting bids for the Lemon Grove Avenue Realignment Project (Contract No. 2016 – 16) in April 2016; and

WHEREAS, the city held a mandatory pre-bid meeting on May 3, 2016, in which nine potential contractors attended; and

WHEREAS, on June 7, 2016, the city received four sealed bids; and

WHEREAS, staff concluded that West Coast General Corporation submitted a responsive and responsible bid in the amount of \$5,506,461.19; and

WHEREAS, a project budget is approved at \$6,310,300.00; and

WHEREAS, the City Council finds it in the public interest that an agreement for said contract is awarded to West Coast General Corporation.

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

1. Awards an agreement (**Exhibit 1**) to West Coast General Corporation for \$5,506,461.19; and
2. Establishes a project budget not to exceed \$6,310,300.00; and
3. Authorizes the City Manager or designee to execute agreement and manage all project documentation.

/////
/////

Attachment B - Exhibit 1

AGREEMENT

THIS CONTRACT, made and entered into this this _____ day of _____, 20____ by and between the City of Lemon Grove, California, herein after designated as the "City", and West Coast General Corporation, 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:

LEMON GROVE AVENUE REALIGNMENT PROJECT

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 Five Million Five Hundred Six Thousand Four Hundred Sixty-One Dollars and Nineteen Cents (\$5,506,461.19).

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 Provisions, Drawings, Plans and Specifications, Addenda, Allowances, and all amendments thereof, are hereby incorporated in and made part of this Contract.

Attachment B - Exhibit 1

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:

I) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection therewith.

II) Contractor will promptly pay any judgment rendered against Contractor, the City, City Council, City officials, City employees, City representatives, and authorized volunteers covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such work, operations, or activities of Contractor hereunder and Contractor agrees to save and hold the City, City Council, City officials, City employees, City representatives, and authorized volunteers harmless there from.

III) In the event the City, City Council, City officials, City employees, City representatives, and authorized volunteers are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the Work, or operation or activities of Contractor hereunder, Contractor agrees to pay to the City, City Council, City officials, City employees, City representatives, and authorized volunteers any and all costs and expenses incurred by the City, City Council, City officials, City employees, City representatives, and authorized volunteers in such action or

Attachment B - Exhibit 1

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.

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

Attachment B - Exhibit 1

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: _____

By: _____

Title: _____

Federal ID. No. _____

CITY:

By: _____

Title: Lydia Romero, City Manager

ATTEST:

By: _____

Title: Susan Garcia, City Clerk

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

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 5
Mtg. Date June 21, 2016
Dept. Development Services

Item Title: **Downtown Village Specific Plan Expansion (DVSPE) Program Overview and Public Outreach Strategy Summary**

Staff Contact: **David De Vries, Development Services Director**

Recommendation:

Provide feedback to staff and consultants regarding the DVSPE Program and public outreach strategy.

Item Summary:

The City received a *TransNet* Smart Growth Incentive Program Grant for the Downtown Village Specific Plan Expansion (DVSPE) project. The City executed a grant agreement with SANDAG in November 2015 and contracted with Rick Engineering in January 2016 to prepare the DVSPE. The first two phases of the project include: (1) the preparation of a baseline report that analyzes existing physical, regulatory, and economic conditions, and (2) the implementation of a public outreach strategy. The draft public outreach program includes surveys to business and property owners and stakeholders, two community workshops and a City Council workshop, and pop-up events and general noticing/marketing to promote the workshops. The goal of the draft outreach program is to inform, listen to, and obtain support from stakeholders as it relates to the development of the DVSPE. A detailed draft public outreach strategy (**Attachment C**) including a timeline and next steps is provided. The public outreach program will be revised based upon feedback provided by the City Council and commence after receiving Council direction. The approved scope of work (**Attachment A**) and a map of the study area (**Attachment B**) are provided for convenience. The approved scope of work is a guide and changes are permissible in the contract.]

Fiscal Impact:

[No fiscal impact.]

Environmental Review:

- | | |
|---|---|
| ☒ Not subject to review | ☐ Negative Declaration |
| ☐ Categorical Exemption, Section 15301 | ☐ Mitigated Negative Declaration |

Public Information:

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

Attachments:

- A. Approved DVSPE Scope of Work
- B. Study Area Map
- C. Draft Public Outreach Strategy

Attachment A

APPROVED DOWNTOWN VILLAGE SPECIFIC PLAN EXPANSION (DVSPE) SCOPE OF WORK (PROFESSIONAL SERVICES AGREEMENT WITH RICK ENGINEERING ADOPTED JANUARY 5, 2016)



LEMON GROVE DOWNTOWN VILLAGE SPECIFIC PLAN UPDATE – WORK PLAN

The RICK team proposes five phases to comprehensively update the City of Lemon Grove's Downtown Village Specific Plan (DVSP). The study area for this effort will include the original plan area and proposed expansion. The RICK team's approach includes: Phase 1 – Community Outreach Program; Phase 2 – Prepare Baseline Opportunities and Constraints Analysis and Technical Studies; Phase 3 – Prepare Draft Specific Plan Update; Phase 4 – Prepare Environmental Document; and Phase 5 – Adopt Final Specific Plan and MND. Throughout the entire process, special attention will be given to economically feasible and market-driven approaches to realize the City's vision for the area.

The RICK Project Team:

- Prime: RICK Community Planning and Sustainable Development Division
 - Brian Mooney, AICP – Principal-in-Charge
 - Russ Hunt, PLA – Project Manager
 - Martin Flores, PLA – Urban Design Lead
 - Suchi Mukherjee – Associate Community Planner
 - Marcus Bush – Community Planner
 - Mike While, PE, LEED AP – Civil Engineer
 - Kevin Henn – Landscape Architect
 - Mark Jugar, PT, TE, PTOE – Traffic Engineer
 - Josiah Shultz, PE – Traffic Engineer
 - Mario Terrazas – GIS Specialist
- Economic Sub-consultant: Keyser Mairston Associates
 - Paul Marra
 - Michael Tactay
- Public Outreach & Policy Sub-consultant: Circulate San Diego
 - Brian Gaze, AICP
 - Kathleen Ferrier, AICP

Phase 1: Community Outreach Program

The RICK team will review the feedback generated through the City's recent planning efforts, such as the Health and Wellness Element and Connect Main Street projects. RICK will also consider input from the General Plan Update that is currently underway. The team will build upon these planning efforts and tailor an outreach program focused on the downtown study area. The RICK team will lead the facilitation of the following:

- Meetings of the Citizen Steering Committee (4 total), possibly using the City's existing General Plan Citizen Steering Committee membership;
- Interviews with Businesses
- Potential Tactical Urban Venture
- Social media and web communication; and
- Public workshops (2 total).

Attachment A



Public Workshop #1 will be structured as a community forum that will serve to: (1) introduce this specific planning effort to the public, (2) present the initial findings of the Baseline Opportunities and Constraints Analysis, as described below, and (3) gain a deeper understanding of key community concerns with a focus on economic issues. The RICK team will present the Baseline Opportunities and Constraints Analysis and solicit input on potential refinements and other key community concerns.

Public Workshop #2/City Council Workshop will be structured as an open house that will provide information on three suggested alternatives for the specific plan update. This workshop will integrate the involvement of the City Council. The RICK team will provide graphics and staff station areas on key topics related economic and retail opportunities, circulation, built form, etc. This workshop will provide opportunities for members of the public and City Council to interact with the team to understand the potential impacts of each alternative. Input from this workshop will be used to shape the preferred planning program.

RICK will work with City staff to target the involvement of key stakeholders in the business community, such as the San Diego East County Chamber of Commerce, existing business owners in the study area, and elected officials.

Circulate San Diego will also support the public outreach program and provide input on mechanisms for effective stakeholder involvement. Circulate San Diego will review and comment on policy recommendations included in the draft document.

Deliverables:

- 4 Citizen Steering Committee agendas and meeting summaries;
- Social media and website materials;
- 2 public workshops and associated materials; and
- Memo summarizing major findings.

Phase 2: Prepare Baseline Opportunities and Constraints Analysis and Technical Studies

The RICK team will assemble a comprehensive inventory of the existing conditions – including physical, regulatory, and economic – in the study area. Areas of study include, but are not limited to:

- Policy and design guidelines from existing plans and planning efforts, including the current DVSP, General Plan and its associated update, Bicycle Master Plan, SANDAG Smart Growth Toolbox;
- Existing land uses and parcelization;
- Existing visual character of buildings and the overall built environment;
- Circulation related to transit, bicycle and pedestrian movement, and vehicular traffic;
- Physical infrastructure conditions, including storm drainage, sewer, water, and other utilities;
- Environmental issues, including natural features and historic resources;
- On-street and off-street parking;
- Public input received by the City during previous and concurrent planning efforts, including the General Plan Update; and

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Attachment A



- Economic and market conditions.

A series of technical studies will be prepared to support the planning effort. These studies include:

- A mobility analysis that will address existing conditions through a comprehensive traffic impact analysis and also examine potential alternatives for movement along and parallel to Broadway. This analysis will also review potential road diet candidacy for Broadway.
- An analysis of existing market conditions and an evaluation of potential economic opportunities for development projects, including residential, retail, office, and hotel uses. Using market data and interviews with key property owners and sales/leasing agents, Keyser Marston from the RICK team will review prevailing market trends, including: occupancy, absorption, rents/prices, and land values. The information gathered will be used to evaluate the current land use mix within the planning area, identify key market strengths and weaknesses, and identify opportunities and constraints for attracting high-quality residential, retail, office, and hotel uses and, overall, higher-wage employment opportunities.
- A review of existing physical infrastructure, including dry and wet utilities.

After evaluating the existing conditions, the RICK team will assess components of existing plans and policies, including the original DVSP, which have provided positive results and should be retained. The team will also recommend those that should be revised or eliminated. A major focus of this effort will be to evaluate the economic feasibility developing the plan area with desired uses.

Key findings from the Baseline Opportunities and Constraints Analysis (Baseline Report) will be summarized and presented at Public Workshop #1, as described above. The Baseline Report will be refined from the public input received and inform the recommended alternatives for the planning program.

Deliverables:

- Baseline Report with technical studies.

Phase 3: Prepare Draft Specific Plan Update

Using information from the Baseline Report, which will be refined based on public outreach received from Public Workshop #1, the RICK team will develop alternatives for the preparation of a planning program. The RICK team will evaluate the ability of form-based code and/or other design standards to achieve the City's desired vision for the area and provide a variety of economic opportunities. The RICK team will assess the effectiveness of alternatives to:

- Create a walkable, pedestrian-oriented downtown environment;
- Provide adequate pedestrian and bicycle access and linkages between desired areas;
- Incentivize mixed use development opportunities;
- Maximize opportunities to develop an "architecturally distinct street wall" along Broadway;

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Attachment A



- Activate ground floor uses;
- Leverage niche retail opportunities;
- Guide any necessary streetscape improvements, such as pop-outs, streetscape furniture, street trees, lighting, etc., within the plan area that reinforce the desired community character;
- Provide a framework for an in-lieu parking program to satisfy on-site parking requirements; and
- Provide a framework for economic development incentives, such as infrastructure provision for new residential, retail, office, and hotel development.

The RICK team will consider economically feasible and market-driven approaches to foster a walkable, pedestrian-oriented community with mixed-use development opportunities that are consistent with the City's vision for the area. The team will focus on potential development opportunities of both publicly and privately-owned underutilized parcels. Three alternatives will be presented for public input at Public Workshop #2/City Council Workshop, as described above.

After public input has been received, the RICK team will develop a preferred planning program and update the specific plan. The updated specific plan will consist of the following chapters: Introduction; Existing Conditions; Vision/Framework; Land Use Plan; Planning Districts and Regulations; Mobility, Public Signage, and Parking; Infrastructure; Implementation Plan; and other topics that are determined to be necessary.

Deliverables:

- 5 hard copies and 1 electronic (reproducible) copy of the draft preferred planning program.

Phase 4: Prepare Environmental Document

Based on the preferred planning program, the RICK team will prepare and circulate the environmental initial study, assumed to be a mitigated negative declaration (MND). The RICK team does not anticipate any new technical studies other than traffic. It is anticipated that City staff will be responsible for noticing including, Notice of Availability, Notice of Completion, and Notice of Public Hearing. If an Environmental Impact Report (EIR) is required, additional funding will be necessary.

Deliverables:

- 2 hard copies and 1 electronic (reproducible) copy of the environmental document, assumed to be an MND.

Phase 5: Adopt Final Specific Plan and MND

The RICK team will participate in the preparation for and attend necessary public hearings, assumed to include one City Council meeting. The RICK team will assist City staff as necessary with preparing findings and providing supporting items needed for staff reports.

Deliverables:

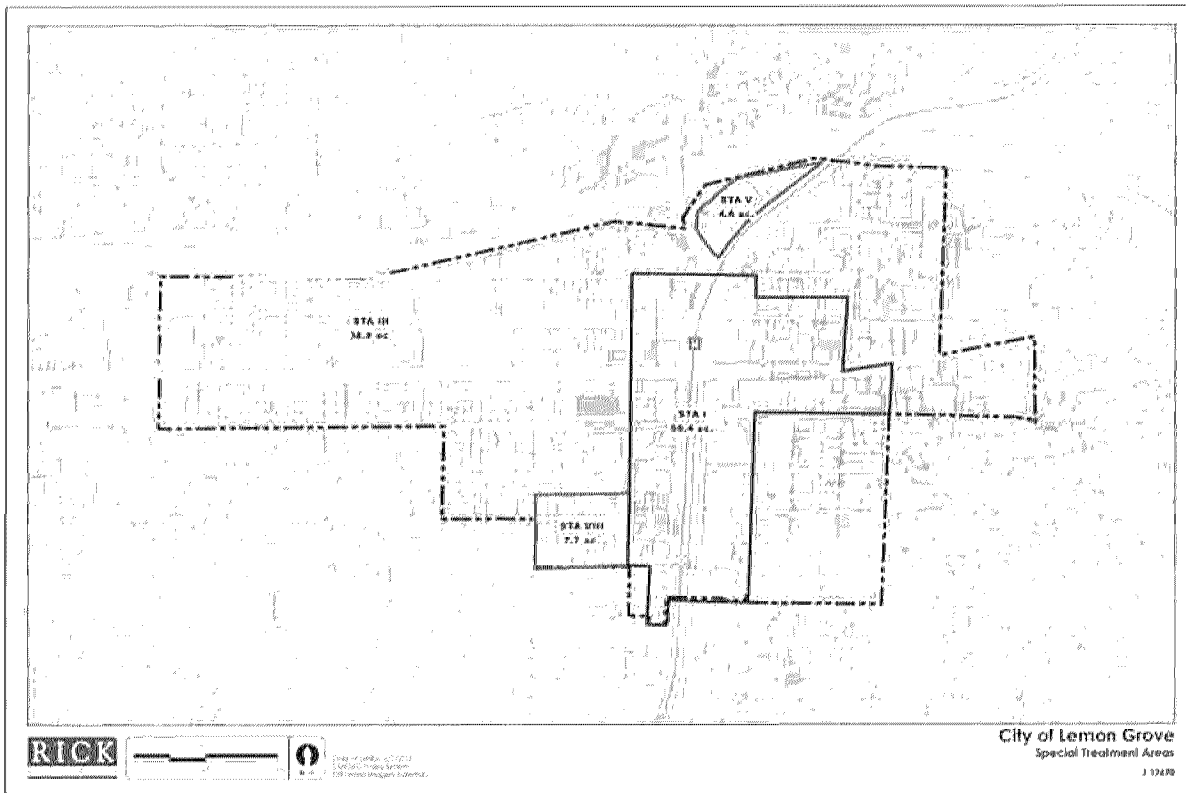
- Participation & attendance at 1 City Council meeting.

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Attachment B

DOWNTOWN VILLAGE SPECIFIC PLAN EXPANSION (DVSPE) - STUDY AREA MAP



*Dashed lines denote the Study Area and the solid lines denote existing Special Treatment Areas of the adopted General Plan within the Study Area

DOWNTOWN VILLAGE SPECIFIC PLAN EXPANSION - DRAFT PUBLIC OUTREACH PLAN



Proposed Public Outreach Strategy for the Lemon Grove Downtown Village Specific Plan Expansion (DVSPE)

Overview

The overarching goal of the Public Outreach Strategy for the City of Lemon Grove's Downtown Village Specific Plan Expansion (DVSPE) is two-fold: (1) to engage a diverse group of stakeholders, including residents, business and property owners, and community organizations, in the plan development process, and (2) generate ideas, support, and momentum for plan implementation.

The RICK team, in association with Circulate San Diego and Keyser Marston, proposes the following Public Outreach Plan that will serve to:

- Inform the City Council and the community about the DVSPE and how it fits into the framework of the forthcoming General Plan update;
- Listen and gather feedback and ideas from the community that will help develop the DVSPE, including the preferred vision, land use scenario, supportive goals and policies, design guidelines, etc.; and
- Generate support for the DVSPE and plan implementation.

Key elements of the Public Outreach Strategy include:

- Part I: Property/Business Stakeholder Outreach;
- Part II: Surveys;
- Part III: Pop-Up Events;
- Part IV: Noticing/Marketing Collateral; and
- Part VI: Public Workshops and Meetings.

A stakeholder list will identify key community groups to be targeted through outreach/advertising procedures and will be continually updated throughout the project. The list will build upon the network of stakeholders that has already been established through previous projects or initiatives, including the General Plan Update and 2014 Health and Wellness Element, and incorporate individuals, businesses, and property owners specifically within the DVSPE study area.

RICK will coordinate materials for the AB 52 tribal notification process.

The adoption for the updated DVSPE is anticipated to take place by June 2017. The City Council will have a separate workshop. The DVSPE approval process will include an environmental review element and conclude with a City Council hearing.

Attachment C

Part I: Business/Property Owner Stakeholder Outreach

To make the revitalization of Downtown Lemon Grove a reality, the RICK Team understands that participation from the business community and property owners will be essential to inform appropriate implementation measures. To foster the ideal economic conditions for the desired future types of uses identified through the plan development process (such as dining, office space, an arts district, market-rate housing, etc.) the RICK Team will coordinate input from the business community through the following activities:

Business Survey (July 2016-September 2016)

The Project Team will coordinate with the City of Lemon Grove to identify and invite relevant businesses from the City's business license list to participate in an online survey. Questions will be developed with input from Keyser Marston Associates. Example questions may include: What type of business do you own (auto repair, restaurant, retail shop, etc.)? Do you own or rent your business space? What attracted you to do business in the City of Lemon Grove? What are challenges of doing business in Lemon Grove? Do you have any input on possible improvements in the Downtown area that could be beneficial to your business? These questions will be refined with input from City staff. Circulate San Diego and RICK will canvass the Broadway area to inform businesses about the survey and provide a leave-behind explaining the DVSPE. Input will be presented at Workshop #2 and used to develop conceptual land use scenarios and proposed capital improvements.

Coordination with Business Stakeholders (July 2016-September 2016)

To receive input from the broader East County business community, the Project Team will invite the East County Chamber of Commerce (ECCC) and East County Economic Development Council (ECEDC) to participate in the DVSPE. The Project Team will plan to attend and present at a regularly scheduled ECCC and/or ECEDC meeting to provide background information on the effort, gather initial comments, and invite members to participate in workshops and outreach events.

Coordination with Property Owners (July 2016-September 2016)

To identify appropriate incentives for redevelopment, tools to notify and engage property owners in the DVSPE process will be developed. These can include: direct mailings notifying them of the DVSPE process and workshops; an online survey that gauges property owner interest in hypothetical redevelopment scenarios; individual meetings with interested property owners who may own key properties that could serve as catalyst project opportunities.

Part II: Surveys

Potential survey questions have been drafted and will be refined with input from City staff prior to finalizing. At this time, the following surveys are envisioned:

- ***Business Survey (soliciting input between July – September).*** Business owners will be invited to participate in a survey asking them to provide information on why they located in downtown Lemon Grove and what are the benefits and challenges of doing business in the area. Example questions attached.
- ***Property Owner Survey (timeframe to be determined).*** After gathering initial input from pop-up events, workshops, and meetings with property owners, a survey may be developed in later stages of the planning process to test property owner interest in hypothetical development scenarios/development incentives. RICK will coordinate with City staff to determine if this may be an appropriate engagement tool after initial feedback has been collected.
- ***General Survey (soliciting input between July – September).*** The general public, business owners, and property owners will all be invited to participate in a brief survey that gauges interest in various concepts to implement in downtown. It will be a mix of narrative and visual preference questions. Example questions attached.

General Survey (will be used for Pop-Up Events + online) – Example Questions:

The City of Lemon Grove is updating its plans for Downtown and wants your input! Please take this brief 5-minute survey.

- (1) How many times do you visit downtown Lemon Grove? Please select one.
 - a. At least once a week
 - b. At least once a month
 - c. A few times a year
 - d. Never
- (2) When you visit downtown Lemon Grove, what do you do? Choose all that apply:
 - a. Shop
 - b. Eat
 - c. Use a bus route or the Trolley
 - d. Use a park, community center, or other civic facility
 - e. Other (please specify)
- (3) What types of businesses would you like to see in downtown (choose all that apply)?
 - a. Family Oriented (e.g., Restaurants and Entertainment uses)
 - b. Professional Offices (e.g., lawyers, Architects, Engineers, Service Professionals)
 - c. Restaurants, Entertainment and Hotels
 - d. Heavy Commercial and Industrial Uses (e.g., Auto Repair, Contractor's Offices, Manufacturing and Warehouses)

Attachment C

- e. Retail Shopping (e.g., Art Galleries, Clothing Stores, Book Stores, Hair Salons, Restaurants, etc.)
 - f. Education Institutions
 - g. Other (please specify)
- (4) What type of district, or concentration of similar businesses, would you most like to see in downtown?
Rank your interest (Interested/No Preference/Opposed)
- a. Art District
 - b. Historic District
 - c. Restaurant Row
 - d. Antique Row
 - e. Office/Business Park
 - f. Other (please specify)
- (5) Visual Preference: Which of the following housing types would you like to see in downtown? Choose all that apply:
- a. Stacked flat apartments/condos (three to five stories)
 - b. Townhomes/Rowhouses (two, three or four stories)
 - c. Live-Work Units (two, three or four stories)
 - d. With or without Ground floor Retail
 - e. Other (please specify)
- (6) Visual Preference: In your opinion, which of the following would do the most to improve walkability along Broadway?
- a. Slow traffic
 - b. Expand sidewalks
 - c. Streetscaping/Trees/Shade
 - d. Site amenities (benches, trash receptacles, bike racks, lighting, etc.)
 - e. Better Signage/Wayfinding
 - f. Other (please specify)
- (7) Would you like Design Guidelines to be included in the DSVPE and what should be included?
- a. Building Architecture
 - b. Landscaping
 - c. Siding Material and Color Restrictions
 - d. Open Space Requirements
 - e. Other (please specify)
- (8) What do you feel is the biggest deterrent to shopping in downtown Lemon Grove? Choose all that apply:
- a. Parking
 - b. Walkability
 - c. Perception of Crime and Criminal Activity
 - d. Business Choices
 - e. Other (please specify)
- (9) What do you feel are the biggest attractions in shopping downtown? Choose all that apply:
- a. Parking
 - b. Walkability
 - c. Business Choices
 - d. Access to Public Transportation
 - e. Access to Public Facilities (e.g. parks, city hall, schools)

Attachment C

- f. Other (please specify)
- (10) How would you like to be involved in the process to improve downtown Lemon Grove? Choose all that apply:
- a. Attend Community Workshops
 - b. Complete Online Surveys
 - c. Receive e-mail updates
 - d. Rather not be involved
 - e. Other (please specify)
- (11) Do you have general comments related to downtown Lemon Grove?

Business Survey (will be distributed door to door at businesses + online) – Example Questions:

The City of Lemon Grove is updating its plans for Downtown and wants your input! Please take this brief 5-minute survey.

- (1) What type of business do you own (auto repair, restaurant, retail, etc.)? Please select one.
- a. Retail Sales
 - b. Retail Service
 - c. Automobile Service
 - d. Restaurant
 - e. Liquor Store or Bar
 - f. Contractor's Office
 - g. Wholesaler, Manufacturer, Distribution, or Warehousing
 - h. Other (please specify)
- (2) Do you own or rent your business space?
- a. Rent
 - b. Own
- (3) What attracted you to do business in the City of Lemon Grove? Check all that apply.
- c. Competitive rents or property values
 - d. Associated/related businesses nearby
 - e. Lack of competitors
 - f. An existing customer base
 - g. A potential customer base
 - h. A physically desirable neighborhood
 - i. Proximity to Freeway
 - j. Proximity to Trolley
 - k. Other (please specify)
- (4) What are the challenges of doing business in Lemon Grove? Check all that apply.
- a. Limited foot traffic passing by my store
 - b. Limited vehicular traffic passing by my store
 - c. There is limited parking by my store
 - d. Downtown is perceived as a high crime area
 - e. Downtown has a physically unappealing environment
 - f. Other (please specify)

Attachment C

- (5) Do you have any input on possible improvements in the Downtown area that could be beneficial to your business? Check all that apply.
- a. Provide streetscape enhancements in the downtown area (e.g., street trees, wide walkways, benches, trash receptacles, etc.)
 - b. Establish a wayfinding/signage program that directs visitors to destinations within downtown
 - c. Provide a monument or gateway sign that brands the downtown
 - d. Building façade improvements
 - e. Other (please specify)
- (6) Would you contribute or support efforts towards improving the exterior appearance of your business and the surrounding business community?
- a. Yes (check all that apply):
 - i. Business Improvement District (pay low monthly fees and continued maintenance)
 - ii. One-time (pay for one-time improvements with higher one-time costs)
 - iii. Sales Tax increase
 - iv. Parking Meters
 - v. Other
 - b. No
- (7) What types of businesses would you like to see in downtown (choose all that apply)?
- a. Family Oriented (e.g., Restaurants and Entertainment uses like movie theatres and bowling alleys)
 - b. Professional (e.g., Corporate Offices and Service Professionals like Lawyers, Architects, Engineers,)
 - c. Heavy Commercial Uses (e.g., Major Auto Repair, Manufacturing with Retail, Contractor's Offices, and Warehousing with Retail)
 - d. Industrial Uses (e.g., Manufacturing, Distribution Facilities and Warehouses)
 - e. Retail Shopping (e.g., Art Galleries, Clothing Stores, and Book Stores)
 - f. Breweries and Brewpubs
 - g. Hotels
 - h. Educational Institutions
 - i. Other (please specify)
- (8) How would you like to be involved in the process to improve downtown Lemon Grove? Choose all that apply:
- a. Attend Community Workshops
 - b. Complete Online Surveys
 - c. Receive e-mail updates
 - d. Rather not be involved
 - e. Other (please specify)
- (9) Do you have general comments related to downtown Lemon Grove?

Part III: Pop-Up Events

In addition to public workshops, a total of five (5) Pop-Up Events, which are innovative, non-traditional strategies to engage traditionally under-represented communities, will be held to bring awareness and attention to the City's efforts to revitalize Downtown Lemon Grove and will solicit feedback via surveys. Circulate San Diego will host pop-up booths at key locations throughout the community to gather community input, engage residents in the planning process, and bring awareness to the DVSPE.

Up to 5 pop-up booths will be held over the course of the project, with a time span of up to 2-3 hours per event, potentially held on weekends at informal locations.

Examples of pop-up activities include:

1. Pop up at Lemon Grove Depot Trolley Station: Bring awareness to the DVSPE; conduct intercept surveys to determine accessibility and development needs for the Downtown; participants will also be provided with information about future meetings and project timeline.
2. What's Your Transportation Choice? Giant Scrabble Game at Firemen's Park or at the Lemon Grove Public Library, transportation related words get bonus points. Booth will be set up to provide residents with project updates, intercept survey, and educational materials.
3. Leave (Leaf) a Comment Tree or Box interactive activity where residents and stakeholders can write their vision for the future of Downtown Lemon Grove on a leaf and leave it behind for others to read while leaving their comments.

The overarching objective of these Pop-Up Events will be to gain community support for the DVSPE and gather meaningful input from a broader array of residents outside of the traditional workshop process. Other potential locations include the areas near the Golden Elementary School, Lemon Grove Middle School, City Events, and in front of the Home Depot located on Broadway.

Attachment C

Part IV: Noticing/Marketing Collateral

Project Website

The Project Team will provide content to post to a project-specific page on the City's website, including:

- On-going updates;
- Workshop announcements, materials, and summaries;
- Surveys; and
- Any reports for public review.

Graphics/Print Materials

The Project Team will develop graphics for print materials to distribute at pop-up events and other City gatherings that provide a brief summary about the DVSPE, provide ways for residents and businesses to get involved, and link to the project website.

Social Media

The Project Team will provide content for the City to post to its social media channels (i.e., Facebook and Twitter) to provide announcements regarding pop-up events and workshops.

All electronic and print materials will conform to the SANDAG Grant Communications Guidelines be distributed to SANDAG for review and comment in advance of circulation.

Part V: Public Workshops and Meetings

Three (3) public workshops will take place during plan development, including two (2) workshops for the general public and one (1) City Council workshop. All workshops will have childcare (to be coordinated through the City's Recreation Department) and Spanish language translation services (to be provided by RICK and Circulate San Diego).

Public Workshop #1

Timing: July or August (TBD Saturday, from 10:00am to 12:00pm)

Duration: 2 hours

Location: Lemon Grove Community Center, 3146 School Lane

Objectives:

- Provide background information on the project and relationship to the General Plan;
- Present key findings from the existing conditions and solicit community input to refine findings;
- Gauge community priorities for land use scenarios;
- Develop vision and goals for the downtown.

Format:

Project Introduction (15 minutes): A brief presentation from the Project Team will provide background of the DVSPE and the relationship to the General Plan and any future update, an overview of the existing vision and goals for the downtown, a summary of input that's been generated through the General Plan update by the Cal Poly San Luis Obispo students, a summary of key findings from the baseline report, and information on prospective land use opportunity areas identified by the project team.

Breakout Sessions (3 X 30 minute sessions; 1.5 hours total): The following 1.5 hours will consist of three 30-minute break-out sessions on the following topics:

- Land Use, Urban Design & Art
- Economic & Business Development
- Mobility and Transportation

Participants will each participate in the three stations. The Project Team will moderate 30-minute group discussions on each; a moderator and note-taker will rotate through each of the three stations, so that groups may stay in place.

Attachment C

Each breakout session will also have an accompanying handout with prompts for each topic and space for written comments to supplement the discussion. General comment cards also to be provided.

Closing Remarks and Next Steps (15 minutes): To close the workshop, moderators to report out key themes that emerged from the discussion. The Project Team will also share the next steps in the process and answer any questions.

To encourage participation and attendance at the workshop, healthy snacks will be sourced from a grocery store near the venue.

To provide adequate staffing and healthy snacks to the extent feasible, RSVPs will be solicited ahead of time using an online tool, such as Google Forms; an RSVP, however, will not be required for participation.

The workshop will remain open to all who choose to attend the day of.

Outreach/Advertising Procedures:

To encourage participation, the RICK team will commence advertising/noticing Workshop #1 to the public by conducting the following:

- **Pop-Up Events led by Circulate San Diego:** Circulate San Diego will work with City staff to secure venues & promotional materials for the following Pop-Up Events:
 - **Pop-Up Event #1: Friday, June 1 from 5:30PM-7PM**
 - Location: Lemon Grove Academy Student-Parent Open House Event (Coordinated with Lemon Grove School District). The event was well attended and staff passed out the flyers and obtained contact info to allow for direct notifications for the upcoming workshops and events. In total, 178 flyers were handed out and contact information from 41 people was collected.
 - “Street scrabble” and prize wheel activities encouraged participation.
 - **Pop-Up Event #2: Saturday, July (TBD) from 11AM-1PM**
 - Location: At the Main Street Promenade
 - Activity: 5 minute survey* (with a brief project introduction) + “street scrabble” activity; Circulate San Diego will pass out flyers advertising the workshop.
 - **Pop-Up Event #3: Concerts in the Park (Time TBD)**
 - Location: Berry Street Park
 - Activity: 5 minute survey* (with a brief project introduction) + booth activity and giveaways; Circulate San Diego will pass out flyers advertising the workshop.
- **Door-to-Door Canvassing Along Broadway:** Prior to Workshop 1, RICK and Circulate San Diego staff will hand out flyers and information on how to access and take a business specific survey.
- **Direct Mailings to Property Owners:** Notices describing the DVSPE and details for getting involved (e.g., overall project timeline, link to surveys, information re: Workshop #1, individual meetings,

Attachment C

etc.) will be directly mailed to an estimated 537 property owners.

- **General Notices:**

- 10 day public notice in the East County Californian
- Social Media
- Media Advisory
- Email listserve Notifications
- City Calendar
- City webpage and newsflash
- Banner on top of City homepage
- Newsletter Article

- **Specific Notifications:**

- Heartland Fire
- City of La Mesa
- San Diego Sheriff
- East County Chamber of Commerce
- County of San Diego
- Hitzke Development
- Community Health Improvement Partners- CHIP
- Lemon Grove Historical Society
- City of San Diego
- Lemon Grove School District
- SANDAG
- Saint John's Parish
- Esgil
- EDCO Disposal
- Helix
- MTS
- CLG employees
- Caltrans
- San Diego Air Pollution Control District
- City of Lemon Grove Library
- Soroptimist
- Safe Routes To School Email List (22)-

How Workshop #1 Input Will Be Used:

The input gathered from Workshop #1 will be used to make any necessary refinements to the baseline report and direct the development of the vision, goals, policies, and conceptual land uses for the DVSPÉ.

Attachment C

Public Workshop #2

Timing: September or October 2016

Duration: 2 hours

Location: Tentatively Citronica Community Center, 7775 North Avenue

Objectives:

- Provide a status update on the DVSP update;
- Present land use concepts for public review and feedback;
- Identify Development Project Product Types and Amenities;
- Examine Potential Public Projects for Stimulating Investment; and
- Identify Catalyst Projects for the Downtown.

Format:

The first 30 minutes of Workshop #2 will be structured as a presentation from the Project Team that provides an update on the status of the DVSP update and walks participants through proposed land use concepts.

The following one hour will consist of walking tours of various portions of the DVSP study area. Due to the size of the study area, the Project Team will identify focused routes for participants to choose from based on their personal interest, such as the Broadway Corridor or Lemon Grove Avenue. Participants will be divided into groups of 5-8 individuals led by a member of the Project Team. Participants will have packets to document observations and provide written feedback on concepts proposed for areas within the DVSP. Each tour will also have an accompanying handout with prompts for each topic and space for written comments to supplement the discussion. General comment cards also to be provided.

The last 30 minutes will be structured for tour leaders from the Project Team to report out themes that emerged from touring the DVSP study area. The Project Team will also share the next steps in the process and answer any questions.

To encourage participation and attendance at the workshop, healthy snacks will be sourced from a grocery store near the venue.

To provide adequate staffing and healthy snacks to the extent feasible, RSVPs will be solicited ahead of time using an online tool, such as Google Forms; an RSVP, however, will not be required for participation. The workshop will remain open to all who choose to attend the day of.

Attachment C

Outreach/Advertising Procedures:

- Circulate San Diego will conduct two pop-up events at locations to be determined prior to Workshop #2.
- The outreach/advertising procedures will generally follow those used for Workshop #1 and include Workshop # 1 attendees.

How Workshop #2 Input Will Be Used:

The input gathered from Workshop #2 will be used to refine the vision, goals, policies, and conceptual land uses for the DVSPE.

City Council Workshop

Timing: December 2016 or January 2017

Duration: 1.5 hours

Location: Lemon Grove Community Center, 3146 School Lane

Format:

The first 30 minutes of the City Council Workshop will be structured as a presentation that provides an overview of the baseline analysis, public outreach and the proposed vision, goals, policies, and conceptual land use alternatives for the DVSPE. Findings from the draft environmental document, assumed to be a Mitigated Negative Declaration (MND), will also be reviewed along with any proposed mitigation measures.

The following hour will be used to solicit questions and comments from the City Council. The Project Team will close with next steps.

Outreach/Advertising Procedures:

- Noticing for the City Council Workshop will follow the requirements for the Brown Act.
- The outreach/advertising procedures will generally follow those used for Workshop # 2 and include notification to attendees of Workshop # 2.

How City Council Workshop Input Will Be Used:

The input gathered from the City Council Workshop will be used to prepare a draft DVSPE and associated MND for public review.

Attachment C

City Council Public Hearing

Timing: June to July 2017

Duration: 1 hour

Location: Lemon Grove Community Center, 3146 School Lane

Format:

The Project Team will provide a presentation on the draft DVSPE and associated MND. The Public Hearing will follow to accept public comment and testimony, pursuant to the standards set forth in the Government Code.

Outreach/Advertising Procedures:

Noticing for the City Council Public Hearing will follow the requirements for the Brown Act.

The outreach/advertising procedures will generally follow those used for the City Council workshop and include a notice in the East County Californian.

How City Council Public Hearing Input Will Be Used:

Input will culminate in the adoption of the draft final DVSPE and associated MND.

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 6
Mtg. Date June 21, 2016
Dept. City Manager

Item Title: **Preparation of Elections Code §9212 Impact Analysis report pertaining to the Initiative to allow Medical Marijuana Dispensaries in the City of Lemon Grove**

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

Recommendation:

Direct staff to prepare an Elections Code §9212 Impact Analysis report for the pending Initiative to allow Medical Marijuana Dispensaries in the City of Lemon Grove.

Item Summary:

In April of this year, an initiative was filed with the City Clerk to allow Medical Marijuana Dispensaries in the City of Lemon Grove. This agenda item asks the City Council to direct staff to prepare an Elections Code §9212 impact analysis report pertaining to the proposed Initiative.

Fiscal Impact: No fiscal Impact. Report will be done

Environmental Review:

- ☒ Not subject to review
☐ Categorical Exemption

- ☐ Negative Declaration
☐ Mitigated Negative Declaration

Public Information:

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

Attachments:

A. Staff Report

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 6

Mtg. Date June 21, 2016

Item Title: Preparation of Elections Code §9212 Impact Analysis report pertaining to the Initiative to allow Medical Marijuana Dispensaries in the City of Lemon Grove

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

Background:

In April of this year proponents filed an initiative that would allow Medical Marijuana Dispensaries within the City limits with the City Clerk. As required by Election Code §9203, the City Attorney provided the Ballot Title and Summary for inclusion in the petition form.

At the end of May, proponents submitted petition forms who sufficient signatures to have the petitions delivered to the San Diego County Registrar of Voters for verification of the signatures. State law requires the verification of signatures be completed within 30 working days (excluding weekends and holidays) from the date of filing of the petition. Following signature verification by the County Registrar of Voters and if the signatures are deemed sufficient, City staff will return to the City Council with election/implementation options in compliance with the State Elections Code. Presenting the certification results must be done at a regular meeting of the City Council pursuant to Elections Code §9114.

Discussion and Analysis:

Under the Elections Code, the City Council may order an impact analysis report of any initiative. Working under the assumption that the petition will be deemed sufficient, it is recommended that the City Council request staff to prepare an impact analysis report, and that it be presented no later than when the City Clerk brings the certification of the petition to City Council.

California Elections Code § 9212 in general, states that the legislative body (City Council) may refer the proposed initiative measure to any City agency for a report on any or all of the following impacts:

1. Fiscal impact.
2. Its effect on the internal consistency of the City's General Plan and Specific Plans.
3. Its effect on land use and housing, including ability of the City to meet regional housing needs.
4. Infrastructure funding and costs, including transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely result in an increased infrastructure costs.
5. Impact on the community's ability to attract and retain businesses and jobs.
6. Use of vacant parcels.

Attachment A

7. Impacts on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
8. Any other matters the legislative body (City Council) determines to include in the report.

Conclusion:

Staff recommends that the City Council direct staff to prepare an Elections Code §9212 Impact Analysis Report in order to provide information on the potential impacts of allowing Medical Marijuana Dispensaries in Lemon Grove.