

City of Lemon Grove
City Council Regular Meeting Agenda

Tuesday, August 2, 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

Changes to the Agenda

Presentations

Chief Rick Sitta, Heartland Fire and Rescue Proclamation

Introduction of Cris Briseno Sanitation Department Tech I

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 21, 2016 – Regular Meeting

Members present: Sessom, Gastil, and Mendoza

B. City of Lemon Grove Payment Demands

Reference: Gilbert Rojas, Interim Finance Director

Recommendation: Ratify Demands

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

Reference: 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. Denial of Claim

The City Council will consider denying a claim against the City.

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

E. League of California Cities Annual Conference and Voting Delegate

The City Council will consider a resolution designating Mayor Mary Sessom as the City's voting delegate at the 2016 League of California Cities Annual Business Meeting.

Reference: Lydia Romero, City Manager

Recommendation: Adopt Resolution

F. Acceptance of the Community Development Block Grant (CDBG) 2016 Street Rehabilitation and ADA Pedestrian Curb Ramps Project

The City Council will consider a resolution accepting the work as complete and authorize the City Manager or designee to file a notice of completion with the County of San Diego.

Reference: Malik Tamimi, Management Analyst

Recommendation: Adopt Resolution

2. Authorization for Placement of Property Liens

The City Council will conduct a cost confirmation hearing regarding Code Enforcement property liens. The properties are located 7441 Broadway, and 7439 Broadway.

Reference: Paolo Romero, Code Enforcement Officer

Recommendation: Adopt Resolutions

3. General Plan Update Timeline Extension

The City Council will consider an extension to the General Plan Update that will provide additional time to explore alternative land use scenarios and provide increased public outreach with property owners affected by the General Plan Update.

Reference: David De Vries, Development Services Director

Recommendation: Discuss and Provide Direction

4. Amendment to the Agreement with NBS Government Finance Group for the Sanitation District Rate Study

The Lemon Grove Sanitation District Board will consider a resolution amending the agreement with NBS Government Finance Group for the Sanitation District Rate Study.

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

Recommendation: Adopt Resolution

5. Approve an Agreement with Dexter Wilson Engineering, Inc. to Update the Sewer System Master Plan

The Lemon Grove Sanitation District Board will consider a resolution to approve an agreement that will update the sewer system master plan, re-evaluate current sewer capacities, and determine improvements needed.

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

Recommendation: Adopt Resolution

6. Engineering and Traffic Study and Speed Zone Update on Various Streets in Lemon Grove

The City Council will consider a resolution accepting the engineering and traffic survey and confirming and updating speed limits on various streets in Lemon Grove in conformance with Lemon Grove Municipal Code Section 10.12.010.

Reference: Tim Gabrielson, City Engineer

Recommendation: Adopt Resolution

7. Response to San Diego County Grand Jury Report: "East County Cities Lack of Response to Homelessness

The City Council will consider the Grand Jury Report title East County Cities Lack of Response to Homelessness. The City is required by law to respond to the findings and recommendations contained in the report no later than August 29, 2016.

Reference: Lydia Romero, City Manager

Recommendation: Discuss and Provide Direction

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 – Existing Litigation pursuant to Government Code Subdivision (a) of Section 54956.9: Guillen v Ig et al Case # 37-2016-00005522-CU-EI-CTL

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

Two Cases

Adjournment

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (61 825-3800 or email sgarcia@lemongrove.ca.gov prior to the meeting. A full agenda packet is available for public review at City Hall.

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

July 19, 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, and Councilmember Jennifer Mendoza.

Members absent: Mayor Sessom noted that Councilmember Jones and Councilmember Racquel Vasquez have an excused absence.

City Staff present: Lydia Romero, City Manager, David DeVries, Development Services Director; James P. Lough, City Attorney; Mike James, Public Works Director; Lt. May, Sheriff's Department; Rick Sitta, Fire Chief; Paolo Romero, Code Enforcement Officer; and Laureen Ryan Ojeda, Administrative Analyst.

Presentations

Eric Lund CEO/President San Diego East County Chamber, provided an overview of the Shop East County Campaign.

Introduction of Eric Craig, Associate Planner.

Public Comment

Jesus Benayas commented about a project along Golden Avenue that seems to be abandoned.

1. Consent Calendar

Ginger Jacobs, San Diego Immigrant Rights Consortium, commented on item 1.F and expressed appreciation for the support by City Council of this issue.

Cynara Velazquez commented on the report for item 1.H.

- A. Approval of City Council Minutes**
June 21, 2016 Regular Meeting
- B. Ratification of Payment Demands**
- C. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda**
- D. Agreement between Liebert Cassidy Whitmore and the City of Lemon Grove for Employment Relations, Training and Support**
- E. Acceptance of the 2015 CIP Street Rehabilitation Project, New Jersey Avenue Deep Grind, Dig Out and Root Removal from San Miguel to Broadway**
- F. Resolution in Support of the Welcoming Communities Campaign**
- G. Lease Agreement between the City of Lemon Grove and the County of San Diego**
- H. Elections Code §9212 Impact Analysis Report**

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

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

Resolution No. 2016-3439: Resolution of the Lemon Grove City Council Approving an Agreement between Liebert Cassidy Whitmore and the City of Lemon Grove to Provide Employment Relations Training

Resolution No. 2016-3440: Resolution of the Lemon Grove City Council Accepting the 2015 CIP Street Rehabilitation Project – Concrete Repairs and Upgrade (Contract No. 2016-19) as Complete

Resolution No. 2016-3441: Resolution of the City Council of the City of Lemon Grove, California Supporting the White House Task Force on New Americans Welcoming Communities Campaign

Resolution No. 2016-3442: Resolution of the City Council of the City of Lemon Grove, California Approving the Lease Agreement between the City of Lemon Grove and the County of San Diego for 3240 Main Street to serve as the Lemon Grove Sheriff's Substation

2. Authorization for Placement of Property Liens

Paolo Romero reported that the City of Lemon Grove Municipal Code (LGMC) Section 1.24.030 provides the authority to issue administrative citations for violations of the City municipal code. Chapter 1.24 of the LGMC provides for escalating fines and late payment penalties for noncompliance and eventually, property liens. The purpose of a lien is to recover the civil fines and late payment and interest penalties after a person fails to pay fines within the thirty day time limit. The County of San Diego Tax Assessor requires liens be filed no later than August 10th every year in order to complete the tax rolls.

This year, staff is recommending three properties for property liens that have accumulated code enforcement fines and late payment penalty charges in amounts exceeding \$2,000 and the properties remain in violation. The properties are located at 1445 Skyline Drive, 7441 Broadway, and 7439 Broadway.

Mayor Sessom opened the cost confirmation hearing.

Public Speaker(s)

Tim Mc Candless commented on the proposed property liens at 7441 Broadway and 7439 Broadway.

Action: Motion by Mayor Sessom, seconded by Mayor Pro Tem Gastil, to close the cost confirmation hearing and adopt the resolution authorizing a lien at 1445 Skyline Drive passed, by the following vote:

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

Resolution No. 2016–3443: Resolution of the City Council of the City of Lemon Grove, California Approving the Report for the Placement of a Property Lien and Assessing the Cost of Fines with Late Penalties and Any Costs Associated with Fine Recovery and Efforts to Abate the Violation Pursuant to the City of Lemon Grove Municipal Code Chapter 1.24

3. Ordinance No. 439 – Zoning Amendment ZA1-600-0001 Amending the Beekeeping Regulations (Chapter 18.16 of the Municipal Code)

Miranda Evans stated that on June 21, 2016, the City Council introduced Ordinance No. 439 to approve amendments to the City's beekeeping regulations. Proposed amendments of Ordinance No. 439 include provisions relating to: permitting, bee species, registration, locational requirements, sensitive area registration and requirements, hive size restriction, firefighting material, elimination of the adjacent property owner notification, and public nuisance requirements. If adopted, the Ordinance would become effective on August 20, 2016.

Additional City Council recommendations include providing a list of sensitive area sites (public parks and schools), incorporating a six-month amnesty period for beekeepers with existing hives to obtain a no fee beekeeping permit, implementing a public outreach plan to inform and educate the community of the changes, and establishing a beekeeping permit fee of \$35.

Public Speaker(s)

There were no requests from the public to speak

Action: Motion by Mayor Sessom, seconded by Mayor Pro Tem Gastil, to conduct the second reading and adopt Ordinance No. 439 with the resolution passed, by the following vote:

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

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

Resolution No. 2016-3446: A Resolution of the City Council of the City of Lemon Grove, California Providing for Designated Sensitive Areas, a Six-Month Amnesty Period, a Public Outreach Plan, and Establishing a Permit Fee as it Relates to Beekeeping

.4. San Diego State University Sage Project

Laureen Ryan explained that the Sage Project is a partnership between San Diego State University (SDSU) and a local government in the San Diego region. It is modeled after the University of Oregon's Sustainable Cities Initiative, which allows students to tackle community issues with city officials. The objective of the Sage Project is to help the public good by focusing thousands of hours of course-based effort within a community.

SDSU students, through their course work, engage in meaningful real-world projects where they are able to generate ideas, designs and solutions to assist the partner city in areas of need, while contributing to the quality of life for residents and the community. Students from across the University assist with partner-directed projects to address smart growth, quality of life and sustainability goals. SDSU students and faculty connect with high-priority, high-need community projects, thereby generating interest and fresh ideas that can create momentum and provide real service to the community.

The Sage Project promotes student success by providing college classes with opportunities for applied learning, service in local communities and research. Students are able to engage in meaningful work that helps address real city challenges, while also developing personal connections with a local community, and acquiring skills and experiences to prepare them for a future in the workforce.

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

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

Resolution No. 2016-3447: Resolution of the City Council of the City of Lemon Grove, California Approving the Project Agreement and the MOU between San Diego State University and the City of Lemon Grove to be the 2016/2017 Sage Project Partner

5. Alternative Concept for Connect Main Street Project between Massachusetts Avenue and San Pasqual Street and Draft General Plan Amendment

Dave De Vries reported that on January 10, 2014, the City received a SANDAG Smart Growth Incentive Program (SGIP) grant to fund the design and related technical studies for the Main Street Promenade Extension Planning Project (now named "Connect Main Street"). The project is an approximate two-mile-long corridor adjacent to the Orange Line of the MTS trolley system that runs from Broadway to the south end of the City and includes walking and biking paths and park related activity areas.

On August 4, 2015, the City Council accepted the proposed project concept and directed staff to prepare a General Plan Amendment to incorporate the concept into the General Plan. Based on conflicts with SDG&E facilities and Union Pacific property, KTU+A (designer and project manager under contract) has developed an alternative design within the segment between Massachusetts Ave. and San Pasqual St. for City Council consideration. Draft General Plan amendment creating a new Special Treatment Area for the Connect Main Street project is also provided for consideration. Based on conflicts with SDG&E facilities and Union Pacific property, KTU+A has developed an alternative design for the segment between Massachusetts Avenue and San Pasqual Street.

After August 4, 2015 City Council meeting, SDG&E proposed changes to their existing gas lines in this segment of the project. The changes are a part of SDG&E's Pipeline Safety Enhancement Plan which implements the California Public Utilities Commission's (CPUC) required safety improvements of gas lines related to protection and control during or after a seismic event. The proposed plan allows SDG&E to keep the gas line and valve system in its current location and allows for new valves, control systems and equipment including an approximate 28-foot-high telecommunication antenna to be added that would remotely and automatically control and monitor the gas line for improved public safety. The City does not have much flexibility in the citing of these facilities based on CPUC requirements and restrictions. The new SDG&E facilities are problematic because they affect the available space and design of linear park facilities originally planned for this area. The proposed skate park components are directly impacted by these changes.

The negotiations with SDG&E allowed staff to resolve another conflict with water lines that exist in the middle of the street. As a part of the redesign, Helix Water District has agreed to abandon the existing water line in this segment allowing for landscape and park improvements above ground within five feet of the water lines.

The original design concept reviewed by the City Council on August 4, 2015, included the use of the Union Pacific (UP) sliver parcels. The entire project has 1.44 acres of UP land within the project area. The north end has only a soft surface trail along it with 18,000 sq. ft. of UP lands, while the middle section does include some park facilities and more permanent trail facilities running through them with 37,200 sq. ft. owned by UP. The parcels most affected are the San Pasqual to Massachusetts segment with 7,600 sq. ft. of UP land. This section includes a multi-use path within the UP property.

The existing UP property in this segment contains numerous mature trees and landscape that the City would not be required to maintain, but beautify and provide shade to the area. Discussions with Union Pacific have indicated that they would like to sell these lands, but that they would need to be sold at fair market value or higher. Union Pacific indicated that they have been able to obtain a high land value for similar property in the Los Angeles basin area.

Mr. De Vries explained that the draft concept alternative stays out of the UP parcels, and allows for the proposed SDG&E facilities. The alternative maintains the clearance from the proposed utilities and proposes a more costly bio-swale system, using Silva Cells (a modular suspended pavement system that uses soil volumes to support large tree growth and provide powerful on-site stormwater management through absorption, evapotranspiration, and interception) for underground storage, with reuse of this water for the proposed trees. The BMX bike pump track is eliminated and a new eight-foot-wide decomposed granite (DG) pathway is proposed. Other changes are proposed. The alternative design is more limited in size, but the skate park could be replaced with a BMX bike pump track if so desired.

KTU+A has contacted the original working group members to ask of their opinion of the changes. Overall, the working group understood the need for the redesign and consented to the changes. Some of the working group members indicated that maybe this area needs to include more bike related facilities and fewer skateboard related facilities and suggested the inclusion of lighting and public art.

Staff requests direction from the City Council as it relates to the forthcoming General Plan Amendment for Connect Main Street. Specifically, should the General Plan Amendment amend the General Plan Community Development Element adding a new Special Treatment Area within the project area including a general description of Connect Main Street and the accepted vision and goals and providing general direction for future improvements within the corridor.

Staff believes the addition of a Special Treatment Area is sufficient to provide guidance for future development in the Connect Main Street corridor, however, the City Council can direct staff to include other amendments to the General Plan or the Downtown Village Specific Plan as desired.

Proposed amendments will also be transferred into the forthcoming General Plan Update and/or Downtown Village Specific Plan Expansion as applicable.

Mayor Sessom read a letter from Councilmember Jones commenting on this project.

After the discussion, the City Council accepted the alternative concept with an amendment that the skate park label include "or other youth activity area" and directed staff to provide an overview of the concept at a future meeting and provide a General Plan Amendment.

6. Registrar of Voter's Signature Verification Letter for "An Initiative to Rescind the Prohibition of Marijuana Dispensaries and add the Marijuana Regulatory Ordinance to the Lemon Grove Municipal Code"

Lydia Romero stated that on July 13, 2016, the Lemon Grove City Clerk received via electronic mail a letter from the San Diego County Registrar of Voters regarding the verification of signatures for a citizen's initiative.

The title of the initiative is "An Initiative to Rescind the Prohibition of Marijuana Dispensaries and add the Marijuana Regulatory Ordinance to the Lemon Grove Municipal Code," and failed to submit enough valid signatures to be placed on the November 8, 2016 ballot. The total number of signatures submitted for verification was 1,495. Of those submitted signatures only 1,136 were found to be valid signatures. The required number of signatures to qualify the Initiative is 1,172. The measure failed to qualify by 36 signatures.

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

Councilmember Mendoza attended Assemblywoman Weber's recognition event of the Lemon Grove School District students with perfect attendance along with the Mexican American Business Professional Association breakfast.

Mayor Pro Tem Gastil attended the Mexican American Business Professional Association breakfast, a MTS meeting and facilities tour, a Heal Zone event, and he noted that the Mariposa Lane project is finished.

Mayor Sessom thanked Councilmember Mendoza and Mayor Pro Tem Gastil for helping with the education process on the Quality of Life initiative that will be on the ballot. She suggested including discussion of a possible hotel tax at a future goal setting meeting.

City Manager and Department Director Reports

Mike James reported that the annual Lemon Grove Clean-up event will be held on July 23.

Lydia Romero reported on the kick-off event for the Heal Zone and on July 30 will be Paws at the Park.

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

Closed Session Report: No reportable action was taken.

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, City Clerk

City of Lemon Grove Demands Summary

Approved as Submitted:

Gilbert Rojas, Interim Finance Director

For Council Meeting: 08/02/16

ACH/AP Checks 07/11/16-07/25/16

2,435,835.51

Payroll - 7/19/16

137,343.77

Total Demands

2,573,179.28

Check No	Vendor No	Vendor Name	Check Date	Vendor Name	Check Amount	
CHECK NO	INVOICE NO	VENDOR NAME	DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Jun16	Wells Fargo Bank	07/11/2016	Bank Service Charge - Jun'16	668.68	668.68
ACH	Jul5 16	US Treasury	07/12/2016	Federal Taxes 7/5/16	33,179.51	33,179.51
ACH	Jun22-Jul5 16	Calpers Supplemental Income 457 Plan	07/12/2016	457 Plan 6/22/16-7/5/16	4,202.54	4,202.54
ACH	Jul7 16 Jun23 16	Southern CA Firefighters Benefit Trust	07/14/2016	LG Firefighters Benefit Trust 7/7/16 LG Firefighters Benefit Trust 6/23/16	890.70 15,062.42	15,893.12
ACH	1241	California Public Empl Retirement System	07/14/2016	Pers Annual Unfunded Liability Prepayment Misc Plan 1241	181,872.00	181,872.00
ACH	3602	California Public Empl Retirement System	07/14/2016	Pers Annual Unfunded Liability Prepayment Safety 3602	108,540.00	108,540.00
ACH	26803	California Public Empl Retirement System	07/14/2016	Pers Annual Unfunded Liability Prepayment Pepra Misc 26803	10.00	10.00
ACH	Refill 7/14/16	Pitney Bowes Global Financial Services LLC	07/18/2016	Postage Usage 7/14/16	200.00	200.00
ACH	Jun16	San Diego County Sheriff's Department	07/20/2016	Law Enforcement Services - Jun'16	414,564.37	414,564.37
ACH	Jul19 16	Employment Development Department	07/21/2016	State Taxes 7/19/16	8,397.72	8,397.72
ACH	Jun16	Home Depot Credit Services	07/21/2016	Home Depot Purchases - Jun'16	313.67	313.67
ACH	Jul6-Jul19 16	Calpers Supplemental Income 457 Plan	07/22/2016	457 Plan 7/6/16-7/19/16	4,167.49	4,167.49
ACH	2007	US Bank	07/25/2016	2007 Tax Allocation Bond	484,896.11	484,896.11
ACH	2010	US Bank	07/25/2016	2010 Tax Allocation Refunding Bond	500,730.06	500,730.06
ACH	2014	US Bank	07/25/2016	2014 Tax Allocation Refunding Bond	222,802.68	222,802.68
6056	10972	AAA Imaging	07/13/2016	Business Cards	97.20	97.20
6057	5366	Aguirre & Associates	07/13/2016	Street Dedication- Colfax	235.00	235.00
6058	U1072895QG	American Messaging	07/13/2016	Pager Replacement Program- 7/1/16-7/31/16	40.71	40.71
6059	55666	Anthem Blue Cross EAP	07/13/2016	Employee Assistance Program - Jul'16	165.00	165.00
6060	030614 030615 030616	Bernie's Auto Glass & Upholstery	07/13/2016	Truck 19 Repair Truck 04 Repair Truck 23 Repair	334.80 248.40 135.00	718.20
6061	82196579 82197451	Boundtree Medical LLC	07/13/2016	Medical Supplies Medical Supplies	141.88 158.98	300.86
6062	7/8-8/12	Burke, Patrick	07/13/2016	Concerts in the Park- Steel Drum Performances 7/8 & 8/12	250.00	250.00
6063	Apr-Jun16	California Building Standards Commission	07/13/2016	BSA Fees: Apr-Jun'16	133.50	133.50
6064	Aug16	California Dental Network Inc	07/13/2016	California Dental Insurance - Aug'16	324.42	324.42
6065	16236092	Canon Financial Services Inc	07/13/2016	Canon Copier Contract Charge- Jul'16 Basement	81.35	81.35
6066	HFTA000007	City of El Cajon	07/13/2016	HFTA Fees - QTR 1	6,842.00	6,842.00
6067	6/1/2016 7/1/2016 7/1/2016 6/29/2016	Cox Communications	07/13/2016	Main Phone/Fire- 6/1/16-6/30/16 Main Phone/Fire- 7/1/16-7/31/16 Phone/City Hall- Jul16 Peg Circuit Svc 6/30/16-7/29/16	456.59 439.95 828.20 2,941.15	4,665.89
6068	17100091 17300047 17400267 17400519 17400660 17400782 17500054	CSAC Excess Insurance Authority	07/13/2016	Excess Workers' Comp 7/1/16-7/1/17 General Liability Insurance 7/1/16-7/1/17 Cyber Liability Insurance 7/1/16-6/30/17 Optional Excess Liability Insurance 7/1/16-6/30/17 Master Crime Program 6/30/16-6/30/17 Pollution Liability Insurance 16/17 Installment Property Insurance Premium 3/31/16-3/31/17	113,245.00 57,919.00 1,032.00 11,352.00 1,045.00 1,973.00 50,908.00	237,474.00
6069	3209	D- Max Engineering Inc	07/13/2016	1993 Dain Drive SWQMP 1st Review	1,297.50	1,297.50

6070	06160560	DAR Contractors	07/13/2016	Animal Disposal- Jun16	162.00	162.00
6071	Apr-Jun16	Department of Conservation	07/13/2016	SMIP Fees- Apr-Jun'16	331.94	331.94
6072	Apr-Jun16	Division of the State Architect	07/13/2016	State CASP Fee- 4/1/16-6/30/16	32.10	32.10
6073	7/5-7/16	Esqil Corporation	07/13/2016	75% Building Fees- 7/5/16-7/7/16	1,828.80	1,828.80
6074	93152157	ESRI Inc	07/13/2016	ArcGIS Annual Maintenance 7/1/16-6/30/17	5,428.00	5,428.00
6075	201612	Lemon Grove Car Wash	07/13/2016	Veh Detail - Chevy Colorado 6/27/16	129.99	129.99
6076	INV14086	Logiccopy	07/13/2016	Copier Usage - PW Yard- 7/7/16-8/6/16	51.61	51.61
6077	MtVernon	Mt Vernon Lemon Grove LLC	07/13/2016	Refund/ Mt. Vernon-LG LLC/ Diversion Deposit-Vernon Ranch	4,500.00	4,500.00
6078	IN1043927	Municipal Emergency Services Inc	07/13/2016	AV-3000 HT Mask	862.88	862.88
6079	Jul16	PLIC- SBD Grand Island	07/13/2016	Dental Insurance - Jul'16	4,629.94	4,629.94
6080	PD-31913	Plumbers Depot Inc	07/13/2016	Camera Repair	823.52	823.52
6081	2233	Portillo Concrete Inc	07/13/2016	CUPCA #2016-19 New Jersey Ave Proj - thru 6/30/16	43,963.15	43,963.15
6082	14001	Regional Training Center	07/13/2016	Employee Relations Consortium Fees- FY17	758.00	758.00
6083	0049370 1754B(1) 1754B(1) 1754B(1)	Rick Engineering Company	07/13/2016	CLG DVSP Update- 4/30/16-5/27/16 City Engr Services- 4/30/16-5/27/16 Metro Wastewater/Sanitation Dist Services- 4/30/16-5/27/16 Realignment Proj Mgmt Services- 4/30/16-5/27/16	20,147.31 18,720.10 2,520.00 13,882.62	55,270.03
6084	Jul16	Standard Insurance Company	07/13/2016	Long Term Disability Insurance - Jul'16	1,624.79	1,624.79
6085	474899	State Water Resources Control Board	07/13/2016	SWPPP: Lemon Grove Avenue Realignment Project	732.00	732.00
6086	43370	The East County Californian	07/13/2016	Ordinance # 439 Zoning Amendment- 6/30/16	94.50	94.50
6087	11632	Tolar Manufacturing Co. Inc	07/13/2016	7000 Broadway Bus Shelter Replacement Parts	3,495.48	3,495.48
6088	98770	Tristar Risk Management	07/13/2016	Losses Paid 6/1/16-6/30/16	4,346.68	4,346.68
6089	Jul5 16	Vantage Point Transfer Agents-457	07/13/2016	ICMA Deferred Compensation Pay Period Ending 7/5/16	580.77	580.77
6090	9766978921	Verizon Wireless	07/13/2016	City Phone Charges- 5/13/16-6/12/16	376.15	376.15
6091	P501014235	Volvo Construction Equipment & Services	07/13/2016	Material Scraper/Cross Plate	371.58	371.58
6092	Webb	Webb, Capri	07/13/2016	Refund/ Webb, Capri/ Gazebo Rental 7/9/16	100.00	100.00
6093	6/30/2016	AT&T	07/20/2016	Fire Backup Phone Line- 6/1/16-6/30/16	34.21	34.21
6094	82200837	Boundtree Medical LLC	07/20/2016	Medical Supplies	2,393.62	2,393.62
6095	Byerly	Byerly, Candace	07/20/2016	Refund/ Byerly, Candace/ Day Camp Week 4	95.00	95.00
6096	FRS0000010	City of El Cajon	07/20/2016	El Cajon- OT Kamau 6/17/16	1,078.88	1,078.88
6097	QTR2 QTR3	City of La Mesa	07/20/2016	Qtr 2- JPA Reconciliation- Oct-Dec 2015 Qtr 3- JPA Reconciliation- Jan-Mar 2016	8,798.00 15,456.00	24,254.00
6098	81707558 81708850	Corelogic Information Solutions Inc	07/20/2016	RealQuest Graphics Package- Jun16 Image Requests - Jun'16	300.00 33.00	333.00
6099	201600458	County of San Diego/Assessor/Recorder	07/20/2016	Recording Services- 6/7/16-6/22/16	158.00	158.00
6100	3221 3222 3223 3224 3225 3226 3227	D- Max Engineering Inc	07/20/2016	Vernon Ranch Stormwater Construction Inspections thru 6/30 Valencia Stormwater Construction Inspections thru 6/30 Grove Lofts Stormwater Construction Inspections thru 6/30 Golden Doors Stormwater Construction Inspections thru 6/30 Center Hilltop Stormwater Construction Inspections thru 6/30 8040 Lincoln Stormwater Construction Inspections thru 6/30 Celsius Stormwater Construction Inspections thru 6/30	1,315.84 242.73 82.50 208.44 342.19 391.48 308.44	2,891.62
6101	30378	Dokken Engineering	07/20/2016	Surveying & Mapping Services- 6/1/16-6/30/16	1,092.50	1,092.50
6102	7/11-14/16	Esqil Corporation	07/20/2016	75% Building Fees- 7/11/16-7/14/16	1,958.21	1,958.21
6103	91444	Fire Etc	07/20/2016	Timberline Hose Clamp/Hydrant Wrench	450.36	450.36
6104	INV101746	George Hills Company	07/20/2016	Lane/Talton Claim - Jun'16	481.40	481.40
6105	0010392-IN	HDL Software LLC	07/20/2016	Permit Tracking Annual Maint- 8/1/16-7/31/17	800.00	800.00
6106	119	Janazz, LLC SD	07/20/2016	Computer Maintenance- Jun16	695.00	695.00
6107	07-2162	Lemon Grove School District	07/20/2016	Fuel Services-Fire Str Jun16	950.90	950.90

6108	Jun'16	Lounsberry Ferguson Altona & Peak LLP	07/20/2016	General 01163-00002 - Jun'16 Code Enforcement 01163-00003 - Jun'16 Cost Share Agreement- 01163-00023 - Jun'16 7973 North Ave- 01163-00025 - Jun'16 Guillen V. Valencia Landscape- 01163-00026 - Jun'16 7441 Broadway- 01163-00028 - Jun'16 1445 Skyline Dr- 01163-00029 - Jun'16	14,043.60 4,407.89 4,349.20 199.20 796.80 1,800.23 2,938.55	28,535.47
6109	Murphy	Murphy, Joe	07/20/2016	Refund/ Murphy, Joe/ Dog License	20.00	20.00
6110	1971	Pacific IP	07/20/2016	Phone Maintenance- x3850	278.64	278.64
6111	Patterson	Patterson, Dorothy	07/20/2016	Refund/ Patterson, Dorothy/ Deposit-Leehouse 7-1-16	200.00	200.00
6112	5043131700	Ricoh USA, Inc.	07/20/2016	Plotter Maintenance- 7/1/16-6/30/17	1,211.55	1,211.55
6113	Aug'16 Jul'16	Sun Life Financial	07/20/2016	Life Insurance Premium - Aug'16 Life Insurance Premium - Jul'16	124.20 122.13	246.33
6114	43584 43585	The East County Californian	07/20/2016	Public Hearing Notice 7/7/16 Notice of Election 7/7/16	143.50 87.50	231.00
6115	4328891	US Bank	07/20/2016	Admin Fees - 2007 Bonds 6/1/16-5/31/17	2,420.00	2,420.00
6116	Jul'19 16	Vantage Point Transfer Agents-457	07/20/2016	ICMA Deferred Compensation Pay Period Ending 7/19/16	580.77	580.77
6117	Verengo Solar	Verengo Solar	07/20/2016	Refund/Verengo Solar/Permit Withdrawn	183.42	183.42
6118	9767359512 9768089095	Verizon Wireless	07/20/2016	EOC Router/Emer Phone Lines/Tablets- 5/21/16-6/20/16 Models- Cardiac Monitors- 6/4/16-7/3/16	690.10 14.04	704.14
					2,435,835.51	2,435,835.51

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.D
Mtg. Date August 2, 2016
Dept. Public Works

Item Title: Denial of Claim

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

Recommendation:

Deny a claim submitted by Mary Talton-Rivers.

Item Summary:

On December 2, 2016, the City of Lemon Grove received a timely filed claim from Mary Talton-Rivers. After staff's review of the claim it was determined to be insufficient. On June 20, 2016, staff sent a letter notifying Ms. Talton-Rivers that her claim was insufficient. As of the date of this report no response was received from Ms. Talton-Rivers to update her claim. Based on this information, staff recommends denying the claim.

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:

None.

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.E
Mtg. Date August 2, 2016
Dept. City Manager's Office

Item Title: League of California Cities Conference and Voting Delegate

Staff Contact: Lydia Romero, City Manager

Recommendation:

Adopt the attached Resolution designating mayor Mary Sessom as the City's voting delegate at the 2016 League of California Cities Annual Business Meeting.

Item Summary:

The League of California Cities (League) is holding its 2016 Annual Conference in Long Beach. At the Conference the League holds its annual business meeting to vote on resolutions that establish League policy. To be eligible to vote, each member city must designate a voting delegate to represent them at the annual business meeting. A voting delegate must be designated by City Council action. In addition, to participate in the annual business meeting, the voting delegate must be registered to attend the conference.

Mayor Sessom is the current appointed City Council representative to the League's San Diego Division Executive Committee. She has expressed an interest in attending the Conference and serving as Lemon Grove's voting delegate at the annual business meeting. Staff is requesting that the City Council designate Mayor Sessom as the voting delegate at the League's Annual Conference Business Meeting. Furthermore, approve Conference registration fees and a per diem for meals.

Fiscal Impact:

Registration fee for the conference is \$525 and the meal per diem rate in line with the federal government rate is \$64 per day. These costs are currently budgeted in the City Council's travel and training budget.

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:

Resolution

Attachment A

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA DESIGNATING MAYOR MARY TERESA SESSOM AS THE CITY OF LEMON GROVE'S VOTING DELEGATE FOR THE 2016 LEAGUE OF CALIFORNIA CITIES ANNUAL BUSINESS MEETING

WHEREAS, the League of California Cities (League) is holding its 2016 Annual Conference October 5 through 7, 2016 in Long Beach, California; and

WHEREAS, the League holds its Annual Business Meeting at the Conference to establish League policy; and

WHEREAS, in order to vote in the Annual Business Meeting, each member city in good standing must appoint a voting delegate; and

WHEREAS, Mayor Sessom is the current City Council appointee to the League of California Cities San Diego Division Executive Committee; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby appoints Mayor Mary Teresa Sessom as the City of Lemon Grove Voting Delegate for the League of California Cities Annual Business Meeting. |

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**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.F
Mtg. Date August 2, 2016
Dept. Development Services Department

Item Title: **Acceptance of the Community Development Block Grant (CDBG) 2016 Street Rehabilitation and ADA Pedestrian Curb Ramps Project**

Staff Contact: Malik Tamimi, Management Analyst

Recommendation:

Adopt a resolution (**Attachment A**) accepting the CDBG 2016 Street Rehabilitation and ADA Pedestrian Curb Ramps Project as complete.

Item Summary:

On May 17, 2016, PAL General Engineering, Inc. was awarded the CDBG 2016 Street Rehabilitation and ADA Pedestrian Curb Ramps Project (Contract No. 2016-18) with a bid cost of \$158,956.00 and a project budget (including material testing and construction inspection by Ninyo and Moore for \$32,690) not to exceed \$191,646.00.

Since the project was awarded, there have been two change orders. Change order no. 1 was issued to PAL General Engineering, Inc. in response to unanticipated sub-base failure during construction requiring 1,800 square feet of dig out and repair for Darryl Street and Rosemary Lane at a cost of \$15,000 and change order no. 2 was issued to PAL General Engineering, Inc. in response to unanticipated sub-base failure during construction requiring 400 square feet of dig out and repair for Rosemary Lane and Mazer Street at a cost of \$3,332.00. The final project cost, which came in under budget, including inspection and testing, totaled \$191,234.00. On July 25, 2016, staff completed the final inspection of the improvements and determined the work was completed per the contract specifications.

Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting the work as complete, authorize the City Manager or designee to file a notice of completion with the County of San Diego, and authorize staff to release the retention of \$8,864.40 no sooner than thirty (30) days after the notice of completion has been filed.

Fiscal Impact:

None; Community Development Block Grant (CDBG) were used to fund this project.

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 ACCEPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2016 STREET REHABILITATION AND ADA PEDESTRIAN CURB RAMPS PROJECT (CONTRACT NO. 2016-18) AS COMPLETE

WHEREAS, on May 17, 2016, the City Council awarded the Community Development Block Grant (CDBG) 2016 Street Rehabilitation and ADA Pedestrian Curb Ramps Project (Contract No. 2016-18) to PAL General Engineering, Inc.; and

WHEREAS, city staff approved two change orders totaling \$18,332.00, which increased the original contract price of \$158,956.00 to \$177,288.00 for PAL General Engineering, Inc.; and

WHEREAS, the proposed cost estimate of \$32,690 for material testing and construction inspection services provided by Ninyo & Moore was \$13,946.00; and

WHEREAS, the final project cost, including material testing and construction inspection, came in under budget at \$191,234.00 and was adequately funded from CDBG grant funds and Transnet funds; and

WHEREAS, PAL General Engineering, Inc. completed the scope of work as defined by the original contract and change orders; and

WHEREAS, city staff inspected all of the improvements on July 25, 2016 and determined that PAL General Engineering, Inc. fulfilled its contractual obligations; and

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

1. Accepts the work for the CDBG 2016 Street Rehabilitation and ADA Pedestrian Curb Ramps Project (Contract No. 2016-18) as complete; and
2. Authorizes the City Manager or designee to file a notice of completion with the County of San Diego; and
3. Authorizes city staff to release the retention no sooner than thirty (30) days after the notice of completion is filed.

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**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

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

Item Title: Authorization for Placement of Property Liens

Staff Contact: Paolo Romero, Code Enforcement Officer

Recommendation:

- 1) Open the continued cost confirmation hearing regarding code enforcement property liens,
- 2) Close the cost confirmation hearing, and
- 3) Adopt resolutions (**Attachments B, and C**) approving the placement of property liens on 7441 Broadway and 7439 Broadway.

Item Summary:

The City of Lemon Grove Municipal Code (LGMC) Section 1.24.030 provides the authority to issue administrative citations for violations of the LGMC. Chapter 1.24 of the LGMC provides for escalating fines and late payment penalties for noncompliance and eventually, property liens. The purpose of a lien is to recover the civil fines and late payment and interest penalties after a person fails to pay fines within the thirty day time limit. The County of San Diego Tax Assessor requires liens be filed no later than August 10th every year in order to complete the tax rolls. This item is continued from the July 19, 2016 City Council meeting and, staff is recommending two properties for property liens that have accumulated code enforcement fines and late payment penalty charges in amounts exceeding \$2,000 and the properties remain in violation. The properties are located at 7441 Broadway and 7439 Broadway. The staff report (**Attachment A**) describes the violations and provides a summary of events.

Fiscal Impact:

If the liens are approved and recorded, the City may receive up to \$442,425.75 in recovered fines and penalties as a part of the future sale of the property.

Environmental Review:

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

Public Information:

- | | | |
|--|---|---|
| ☐ None | ☐ Newsletter article | ☒ Notice to property owners |
| ☒ Properties Posted on July 21, 2016 | | ☐ Neighborhood meeting |

Attachments:

- A. Staff Report
- B. Lien Resolution – 7441 Broadway
- C. Lien Resolution – 7439 Broadway

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 2

Mtg. Date August 2, 2016

Item Title: **Authorization for Placement of Property Liens**

Staff Contact: Paolo Romero, Code Enforcement Officer

Discussion:

The City of Lemon Grove Municipal Code (LGMC) Section 1.24.030 provides the authority to issue administrative citations for violations of the City municipal code. The LGMC provides for escalating fines and late payment penalties for noncompliance. This item is continued from the July 19, 2016 City Council meeting and, staff recommends two properties for lien consideration that have accumulated code enforcement fines and late payment penalty charges in amounts exceeding \$2,000 (recommended minimum amount for code enforcement property lien consideration). The properties are located at 7441 Broadway and 7439 Broadway. Fines issued after June 23, 2016 are not included in this Lien Report in order to allow for payment of those fines within the 30 day time limit. The violations are described below.

7441 Broadway

Staff initiated this code enforcement case on July 23, 2015, after receiving complaints from residents and neighboring businesses. The subsequent inspection of the property confirmed a non-permitted Medical Marijuana Dispensary (MMD) operating at 7441 Broadway called "Elevated Times". Since the MMD included violations related to non-permitted construction, operating without a business license, and a prohibited use in the zone, the MMD is violating Title 15 including the 2013 CA Building Code Chapter 1 Section 5-(Permits) and the Uniform Administrative Code Chapter 3-(Permits and Inspections for non-permitted construction), LGMC Chapter 17.12-Zoning Violation, LGMC Chapter 17.16-Zoning Violation and LGMC Section 5.04.030-Business Permits in General. Staff issued up to 202 daily fines and citations for the violations. Staff was able to work with the property owner to remove the MMD on March 25, 2016. At that time, the property owner signed a settlement agreement with the City to reimburse attorney costs and agreed to not allow another MMD to operate on the property. Per the agreement, the City agreed to stay the code enforcement fines issued with the contingency that a new MMD is not allowed on the property.

On May 2, 2016, staff received information from residents and neighboring businesses that another MMD had moved into 7441 Broadway. Staff investigated and confirmed the operation of a MMD called "The Grove Collective". This MMD is violating LGMC Chapter 17.12-Zoning Violation, LGMC Chapter 17.16-Zoning Violation, LGMC Chapter 17.16-Non-Permitted Business Use in a Commercial Zone and LGMC Section 5.04.030-Business Permits in General. Staff is issuing daily fines and citations for the violations. The property remains in violation with the MMD continuing to operate. Due to the property owner's breach of the signed settlement agreement, staff is requesting approval to place a lien on the property for all fines issued and late payment penalties for both MMDs at 7441 Broadway totaling \$325,524.66. There have been 249 fines issued between July 23, 2015 and June 23, 2016. The total amount of fines (minus \$3,800 in paid fines) equates to \$249,000.00 with \$62,250.00 in 25 percent late payment penalties and \$14,274.66 in 10 percent annual interest penalties.

Attachment A

7439 Broadway

Staff initiated this code enforcement case on January 7, 2016, after receiving complaints from residents and neighboring businesses. The subsequent inspection confirmed a non-permitted MMD conducting business at 7439 Broadway called "The Top Shop". Staff would like to note that the property owner for this address is the same property owner as 7441 Broadway (different suites). Since the MMD included non-permitted construction, was operating without a business license, and is not a permissible use in the zone, the MMD is violating Title 15 including the 2013 CA Building Code Chapter 1 Section 5 (Permits) and the Uniform Administrative Code Chapter 3 (Permits and Inspections for non-permitted construction), LGMC Chapter 17.12-Zoning Violation, LGMC Chapter 17.16-Zoning Violation and LGMC Section 5.04.030-Business Permits in General. Staff issued daily fines and citations for the violations. In the first week of March 2016, "The Top Shop" discontinued operation and moved out of 7439 Broadway. A burglary had taken place at the dispensary that was part of the reason for the MMD ceasing operation. After the MMD moved out, staff worked with the property owner to remove all non-permitted construction to bring the property back into compliance. The property owner also signed a settlement agreement with the City to reimburse attorney costs and agreed to not allow another MMD to operate on the property. Per the agreement, the City agreed to stay the code enforcement fines issued.

On May 12, 2016, staff received complaints from residents that another MMD moved into 7439 Broadway. The subsequent inspection confirmed a non-permitted MMD conducting business at 7439 Broadway called "Lemon Greens Holistic Collective". The MMD at 7439 Broadway is violating LGMC Chapter 17.12-Zoning Violation, LGMC Chapter 17.16-Zoning Violation and LGMC Section 5.04.030-Business Permits in General. Staff is issuing daily fines and citations for the violations. The property remains in violation with the MMD continuing to operate. Due to the property owner's breach of the signed settlement agreement, staff is requesting approval to place a lien on the property for all fines issued and late payment penalties for the MMDs at 7439 Broadway totaling \$116,901.10. There have been 98 fines issued between January 7, 2016 and June 23, 2016. The total amount of fines equates to \$91,400.00 with \$22,850.00 in 25 percent late payment penalties and \$2,651.10 in 10% annual interest penalties.

City Attorney Actions

Deputy City Attorney Kristen Steinke has tried to work with the attorney representing the property owner for 7441 Broadway and 7439 Broadway. At this time, there is no resolution. The City understands that the property owner is actively trying to remove the dispensaries. However, the evictions will not resolve the breach of contract carried out by the property owner. If the City Council approves the liens for the subject properties, the City will abandon its breach of contract lawsuit against the property owner.

Public Information

Notices of the cost confirmation hearing were mailed to the subject property owners and posted on the identified properties on July 21, 2016.

Attachment A

Conclusion:

Staff recommends that the City Council:

1. Open the continued confirmation hearing regarding code enforcement property liens,
2. Close the cost confirmation hearing, and
3. Adopt resolutions (**Attachments B and C**) approving the placement of property tax liens on 7441 Broadway and 7439 Broadway.

Attachment B

RESOLUTION NO. 2016 –

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE REPORT FOR THE PLACEMENT OF A PROPERTY LIEN AND ASSESSING THE COST OF FINES WITH LATE PENALTIES AND ANY COSTS ASSOCIATED WITH FINE RECOVERY AND EFFORTS TO ABATE THE VIOLATION AT 7441 BROADWAY PURSUANT TO THE CITY OF LEMON GROVE MUNICIPAL CODE CHAPTER 1.24

WHEREAS, the Code Enforcement Division of the Development Services Department works in partnership with residents and businesses of Lemon Grove to promote and maintain a safe and desirable living and working environment; and

WHEREAS, the City of Lemon Grove Municipal Code Section 1.24.030 provides the authority to issue administrative citations for violations of the City municipal code; and

WHEREAS, the purpose of the municipal code section is to encourage compliance with community standards by applying a monetary penalty for continuing violations; and

WHEREAS, the City follows the procedures for issuing citations and fines; and

WHEREAS, staff issues daily fines and citations for any non-permitted medical marijuana dispensary (MMD) conducting business in the City of Lemon Grove; and

WHEREAS, staff initiated this code enforcement case on July 23, 2015, after receiving complaints from residents and neighboring businesses. The subsequent inspection of the property confirmed a non-permitted MMD operating at 7441 Broadway called "Elevated Times". Since the MMD included non-permitted construction, was operating without a business license, and is not a permissible use in the zone, the MMD is violating Title 15 including the 2013 CA Building Code Chapter 1 Section 5-(Permits) and the Uniform Administrative Code Chapter 3-(Permits and Inspections for non-permitted construction), LGMC Chapter 17.12-Zoning Violation, LGMC Chapter 17.16-Zoning Violation and LGMC Section 5.04.030-Business Permits in General; and

WHEREAS, the result of non-compliance has been the issuance of fines, penalties for non-payment, and the accrual of administrative costs for the property at 7441 Broadway; and

WHEREAS the fines and late payment penalties issued to the property owner of 7441 Broadway total \$325,524.66; and

WHEREAS, the City Council has reviewed the written report of said property lien proceedings and account of the cost thereof, as filed in the office of the City Clerk; and

WHEREAS, said report and account were duly set for hearing by the City Council for August 2, 2016, and notice of hearing was posted on the property and mailed to the property owner on July 21, 2016, and the City Council heard said matter on said date; and

WHEREAS, it is found and determined by the City Council that the report and account are true and correct and should be approved; and

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

1. Approves the staff lien report presented on August 2, 2016; and

Attachment B

2. Directs that the cost of code enforcement fines and penalties shall be hereby assessed as liens upon the property located at 7441 Broadway (APN: 480-084-31-00) as shown on the most recent available property assessment roll of the County of San Diego; and
3. Directs the City Clerk to send a certified copy of this resolution to the Tax Assessor's Office of the County of San Diego.

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Attachment C

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE REPORT FOR THE PLACEMENT OF A PROPERTY LIEN AND ASSESSING THE COST OF FINES WITH LATE PENALTIES AND ANY COSTS ASSOCIATED WITH FINE RECOVERY AND EFFORTS TO ABATE THE VIOLATION AT 7439 BROADWAY PURSUANT TO THE CITY OF LEMON GROVE MUNICIPAL CODE CHAPTER 1.24

WHEREAS, the Code Enforcement Division of the Development Services Department works in partnership with the residents and businesses of Lemon Grove to promote and maintain a safe and desirable living and working environment; and

WHEREAS, the City of Lemon Grove Municipal Code Section 1.24.030 provides the authority to issue administrative citations for violations of the City municipal code; and

WHEREAS, the purpose of the municipal code section is to encourage compliance with community standards by applying a monetary penalty for continuing violations; and

WHEREAS, the City follows procedures for issuing citations and fines; and

WHEREAS staff issues daily fines and citations for any non-permitted medical marijuana dispensary (MMD) conducting business in the City of Lemon Grove; and

WHEREAS, staff initiated this code enforcement case on January 7, 2016, after receiving complaints from residents and neighboring businesses. The subsequent inspection confirmed a non-permitted MMD conducting business at 7439 Broadway called "The Top Shop". Since the MMD included non-permitted construction, was operating without a business license, and is not a permissible use in the zone, the MMD is violating Title 15 including the 2013 CA Building Code Chapter 1 Section 5 (Permits) and the Uniform Administrative Code Chapter 3 (Permits and Inspections for non-permitted construction), LGMC Chapter 17.12-Zoning Violation, LGMC Chapter 17.16-Zoning Violation and LGMC Section 5.04.030-Business Permits in General; and

WHEREAS, the result of non-compliance has been the issuance of fines, penalties for non-payment, and the accrual of administrative costs for the property at 7439 Broadway; and

WHEREAS, the fines and late payment penalties issued to the property owner of 7439 Broadway total \$116,901.10; and

WHEREAS, the City Council has reviewed the written report of said property lien proceedings and account of the cost thereof, as filed in the office of the City Clerk; and

WHEREAS, said report and account were duly set for hearing by the City Council for August 2, 2016 and notice of hearing was posted on the property and mailed to the property owner on July 21, 2016, and the City Council heard said matter on said date; and

WHEREAS, it is found and determined by the City Council that the report and account are true and correct and should be approved; and

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

1. Approves the staff lien report presented on August 2, 2016; and
2. Directs that the cost of code enforcement fines and penalties shall be hereby assessed as liens upon the property located at 7439 Broadway (APN: 480-084-31-00) as shown

Attachment C

- on the most recent available property assessment roll of the County of San Diego; and
3. Directs the City Clerk to send a certified copy of this resolution to the Tax Assessor's Office of the County of San Diego.

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**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 3
Mtg. Date August 2, 2016
Dept. Development Services

Item Title: General Plan Update Timeline Extension

Staff Contact: David De Vries, Development Services Director

Recommendation:

Provide feedback to staff on the revised General Plan Update timeline.

Item Summary:

As of July 2016, Cal Poly San Luis Obispo's Design Studio team completed a public outreach program and prepared an internal draft community profile and General Plan Update. Staff is requesting a one-year extension to the General Plan Update adoption in order to allow for coordination with the Downtown Village Specific Plan Expansion and the Climate Action Plan that are both projected to be completed in 2017. The extension will also provide additional time to explore alternative land use scenarios and provide increased public outreach and coordination with property owners affected by the General Plan Update.

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. Staff Report

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 3

Mtg. Date August 2, 2016

Item Title: **General Plan Update Timeline Extension**

Staff Contact: David De Vries, Development Services Director

Background:

A general plan serves as the blueprint for the city's future and provides a vision for the community. There are seven mandatory elements that comprise a general plan and the state has guidelines and mandates related to the adoption of general plans. The City Council identified an update to the General Plan as a priority goal.

The following represents a timeline of events that have occurred related to the City's General Plan and the forthcoming General Plan Update:

- 1996 – Comprehensive General Plan adopted.
- 2001 – Broadway Commercial Project Specific Plan (Home Depot) adopted.
- 2005 – Downtown Village Specific Plan adopted.
- 2006 – Bikeway Master Plan adopted.
- 2012 – 2010-2020 Housing Element adopted.
- 2014 – Health & Wellness Element adopted.
- August 2015 – The City Council contracted with the Cal Poly San Luis Obispo (SLO) Master in City & Regional Planning (MCRP) Design Studio team to provide public outreach, analyze the existing General Plan and related documents, prepare a community profile, and draft a general plan update.
- September to October 2015 – The City Council formed a 14-member ad hoc focus group to advise staff and the SLO Design Studio team on their efforts with the general plan outreach and with identifying issues and opportunities.
- September to December 2015 – Community outreach conducted by SLO Design Studio team including coordination with the General Plan Update ad hoc focus group members.
- January 2016 – The City contracted with Rick Engineering Company to provide an update and expansion of the Downtown Village Specific Plan. Expected completion date is summer or fall of 2017.
- January 2016 – The City contracted with CityPlace Planning and Circulate San Diego to lead two community workshops related to the General Plan and assist in the review of the SLO Design Studio team's draft general plan and the request for qualifications for a General Plan Update environmental consultant.
- February 2016 – The City Council reviewed a summary of the completed public outreach program and ideas for consideration for the General Plan Update. The City Council requested staff to proceed with the Draft General Plan Update incorporating practical policies and land use scenarios that enhance the economy, increase park space through

Attachment A

joint use agreements, increase walking and biking paths and provide emphasis on enhancing areas outside of downtown such as "Federal Blvd.," "East Broadway" and "South Skyline."

- February to June 2016 – SLO Design Studio team prepared an internal draft of the General Plan Update and community profile.
- March 2016 – SANDAG tentatively agreed to fund the preparation of a Climate Action Plan (CAP) for the City. SANDAG will coordinate with staff and contract with consultants and manage the preparation of the CAP for City Council's consideration. Expected completion date is June 2017.
- April 2016 – The City contracted with Dudek to prepare a Program Environmental Impact Report (PEIR) for the General Plan Update.

Discussion:

Staff presented a proposed timeline for the adoption of the General Plan Update to City Council in February 2016. This timeline showed an adoption date of October 2016. Staff is requesting a one-year extension to this timeline. Since the Downtown Village Specific Plan Expansion and Climate Action Plan are both projected to be completed in 2017, staff anticipates that these documents will provide additional insight and technical analysis that can add value to the General Plan Update. Initial coordination with property and business owners regarding land use scenarios presented new ideas for consideration and allowing additional time to explore alternatives and conduct additional public outreach will enhance the General Plan Update. The internal draft of the General Plan prepared by the SLO Design Studio team provided a decent initial draft, staff believes that the City will benefit from additional time to critique and finalize the draft General Plan Update. The revised timeline will include critiquing and preparing final edits of the draft General Plan Update; preparing appropriate GIS maps and tables associated with the update; ensuring the General Plan Update conforms to State and CEQA requirements (including new State Office of Planning and Research guidelines) and conforms to other adopted City plans; and providing assistance to Dudek in the preparation of the Program EIR as appropriate, coordinating additional public hearings and community workshops, and preparing subsequent drafts and the final General Plan Update for adoption. Staff intends to present a draft Land Use Plan, Parks Master Plan, Circulation Plan, and Land Use Descriptions to the City Council for consideration in spring of 2017.

Conclusion:

Staff recommends that the City Council provide feedback to staff regarding the revised General Plan Update timeline.

**LEMON GROVE SANITATION DISTRICT
AGENDA ITEM SUMMARY**

Item No. 4
Mtg. Date August 2, 2016
Dept. Public Works

Item Title: **Amendment to the Agreement with NBS Government Finance Group for the Sanitation District Rate Study**

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

Recommendation:

Adopt a resolution (**Attachment B**) amending the agreement with NBS Government Finance Group for the Sanitation District Rate Study (Contract No. 2016-01).

Item Summary:

On December 1, 2015, the City Council awarded an agreement for the sanitation district rate study to NBS Government Finance Group (NBS). The intent of this study was to calculate a minimum equivalent dwelling unit fee for Sanitation District (District) users based on all anticipated district expenditures for a five year period.

In May 2016, staff presented an amendment for the District's Board approval to amend the original agreement. During the ensuing discussion the Board directed staff to return with a report that outlined alternatives to staff's original recommendation.

The staff report (**Attachment A**) outlines the options that are available for the District Board to approval as well as listing staff's recommendation.

Fiscal Impact:

If the amendment is approved, the original agreement will decrease from \$67,500 to \$25,630.27 funded by the Sanitation District Fund.

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
- C. NBS Cost Estimate

LEMON GROVE SANITATION DISTRICT STAFF REPORT

Item No. 4

Mtg. Date August 2, 2016

Item Title: **Amendment to the Agreement with NBS Government Finance Group for the Sanitation District Rate Study**

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

Background:

On June 28, 2002, the Board of Directors of the Lemon Grove Sanitation District adopted Resolution No. 183, which determined that an adjustment to the sewer service charge per equivalent dwelling unit (EDU) fee in the City was necessary to keep pace with inflation, City of San Diego Metropolitan Wastewater Department cost increases, and for both major and minor maintenance of the District's infrastructure.

In 2007, a financial model was created to analyze the various costs needed to operate and manage a sanitary sewer system. Some of those costs included:

1. The City of San Diego's Metropolitan Wastewater Department's (MWWWD) costs to transfer and treat all wastewater they receive from the District,
2. Future MWWWD capital improvement projects,
3. District generated capital improvement projects to operate a sanitary sewer system, and
4. Maintaining a mandatory program cash reserve for unforeseen operational and maintenance events.

On May 17, 2011, the Sanitation District Board (Board) approved a 3.75 percent rate increase for five consecutive years from Fiscal Year 2011-2012 (FY 2011-12) to FY 2015-16. At the time, the Board expressed an interest in reducing the recommended rate increase if at all possible in the future. Two examples when staff returned to the Board with recommended reductions to the annual rate increases occurred on:

- On June 19, 2012, staff presented the Board an opportunity to reduce the previously approved rate increase from 3.75% to 3.25% for FY 2012-13, 3.50% for FY 2013-14 and 3.75% for FY 2014-15 and FY 2015-16 which the Board subsequently approved through the adoption of Ordinance No. 25.
- On June 3, 2014, the Board adopted Ordinance No. 26 which reduced the previously approved sewer rate increase for FY 2014-15 and FY 2015-16 to 1.72%.

More recently in 2015, the District Board approved an agreement with NBS Government Finance Group (NBS) to prepare a sanitation district rate study to calculate a minimum equivalent dwelling unit fee for the next five year period. After receiving a report from NBS, the District Board did not change the annual sewer service charge from FY 2015-16 to FY 2016-17.

On May 3, 2016, city staff presented a report that recommended an amendment to the professional services agreement with NBS Government Financial Group (NBS) to increase its scope of work as well as provide additional services. During that meeting, District staff was directed to evaluate other alternatives and return at a later date with alternatives and a recommendation for the Board to consider in FY 2017-18 and beyond. This report was created to respond to that specific request.

Attachment A

Discussion:

The current agreement with NBS outlines 11 tasks that were to be performed. As was discussed during the May 3rd District Board meeting, the consultant completed a large portion of those tasks. The remaining work primarily focused on finalizing the rate study and meeting the requirements to adhere to Proposition 218 noticing. At the conclusion of the agenda item discussion the Board directed staff to evaluate two options that staff should consider and in order to complete the final sanitation district rate study. Listed below are the two options, the benefits/drawbacks of each option, and concludes with staff's recommendation to the District Board.

Option 1: End the Agreement and Advertise a Request for Proposals

The District Board first discussed this option when considering alternatives to staff's recommendation on May 3, 2016. The central premise of this option would immediately end the agreement with NBS. At that time, the final invoice will be processed. The estimated remaining cost payable to NBS equals \$1,980.00, which brings the total amount paid to NBS equal to \$16,325.27. After which, staff will immediately begin the advertisement process of a new request for proposals (RFP) to seek another consultant to perform a five year sanitation district rate study for the years Fiscal Year 2017-18 through Fiscal Year 2021-22.

The benefits of this option include re-evaluating the revenues/expenditures for a new five year period, selecting another consultant that may perform said work with a different methodology, incorporating the Proposition 218 noticing process into the five year study, and creating a new RFP that includes additional work items that the District Board expressed an interest in performing.

The drawbacks include extending the amount of time and funds to complete the sanitation district rate study, possibly increasing the redundancy with work performed in a relatively short amount of time, and re-advertising does not guarantee that the methodology will not be similar to process that a different consultant may perform.

Option 2: Amend Agreement and Complete the Five Year Rate Study

The second option discussed by the District Board augments the existing agreement with NBS to include a connection fee analysis that can be fulfilled within the same duration of the original agreement while still reducing the total agreement cost. This option will result in an additional cost payable to NBS of \$11,285.00 (**Attachment C**), which brings the total amount payable equal to \$25,630.27.

The benefits of this option includes reducing the total agreement cost, creating a connection fee analysis that, if accepted, can be quickly implemented, and it will still yield a completed five year rate study that the District Board can still utilize from FY 2017-18 through FY 2020-21.

The drawbacks include adding a task to the existing scope of work and not completing Proposition 218 noticing which district staff will still have to perform in the future.

Moving Forward:

Of the two options, staff recommends that the District Board direct staff to implement Option 2. After reviewing the benefits and drawbacks, staff considers the benefits of Option 2 outweigh the drawbacks. By completing the five year rate study and connection fee analysis, staff feels the final products provide the most deliverables that will place the District in the best fiscal position moving forward.

Attachment A

Conclusion:

That the District Board adopts a resolution (**Attachment B**) amending the agreement with NBS Government Finance Group for the Sanitation District Rate Study (Contract No. 2016-01).

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE SANITATION DISTRICT AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH NBS GOVERNMENT FINANCE GROUP FOR THE SANITATION DISTRICT RATE STUDY (CONTRACT NO. 2016-01)

WHEREAS, on June 28, 2002, the Board of Directors adopted Resolution No. 183 to adjust exist sewer rates; and

WHEREAS, in 2007, a financial model was created to analyze the various costs needed to operate and manage a sanitary sewer system; and

WHEREAS, each fiscal year the rates charged per equivalent dwelling unit (EDU) should account for the increased costs associated with transporting and treating wastewater from the District, maintaining the capital infrastructure in the District, and provide necessary fund reserves for unforeseen operational and capital shortfalls; and

WHEREAS, the District anticipates several increases in operational, maintenance, treatment, transportation, and capital improvement costs over the next 5 to 10 years; and

WHEREAS, there is a need to reanalyze the current environment by performing a financial modeling plan that will evaluate current sewer rates relative to the operational and maintenance obligations; and

WHEREAS, the District relies on the expertise of a consulting firm that possesses expertise in completing sanitation rate studies and financial modeling plans; and

WHEREAS, the District has a need to continue working with NBS Government Finance Group to provide a connection fee analysis as an additional task that to the original agreement; and

WHEREAS, the final product of NBS Government Finance Group's will include a five year rate study, capital project assessment and connection fee analysis will better position the District to operate and maintain its level of service to the residents of Lemon Grove.

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

1. Establishes a project budget not to exceed twenty-five thousand six hundred thirty dollars and twenty seven cents (\$25,630.27); and
2. Authorizes the Executive Director, or her designee, to execute the agreement and manage all project correspondence.

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Attachment C

Lemon Grove Sanitation District Sanitary Sewer Rate Study Cost Estimate for Remaining Project Tasks					
Rate Study Tasks	Consultant Labor (Hours)			Grand Totals	
	Project Principal (Clumpner)	Project Manager (Boelter)	Analysts (Henry, Narayanan)	Consultant Labor (Hrs)	Consultant Costs (\$)
Task 1 - Complete Study and Final Report	2.0	4.0	6.0	12.0	\$ 1,980
Task 2 - Sewer Connection Fees	4.0	16.0	28.0	48.0	\$ 7,520
Task 3 - Board of Director's Presentation ¹	1.0	3.0	-	9.0	\$ 1,425
Task Totals	7.0	23.0	34.0	64.0	\$ 11,925
Reimbursable Expenses ²					\$ 150
GRAND TOTAL	7.0	23.0	34.0	64.0	\$ 12,075

**LEMON GROVE SANITATION DISTRICT
AGENDA ITEM SUMMARY**

Item No. 5
Mtg. Date August 2, 2016
Dept. Public Works

Item Title: **Approve an Agreement with Dexter Wilson Engineering, Inc. to Update the Sewer System Master Plan**

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

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement with Dexter Wilson Engineering, Inc. to update the sewer system master plan and directing the Executive Director, or her designee, to execute and manage the agreement. :

Item Summary:

In 2006, the City contracted with Boyle Engineering Corporation to create a sanitary sewer system master plan (master plan) study. The purpose of the master plan is to serve as a planning document to evaluate the capacity of the existing collection system, determine improvement needs under future build-out conditions, develop a capital improvement program (CIP) based on those needs, and model future program needs through while performing on-going inspection, maintenance and video recording of the entire sewer collection system.

In 2009, district staff began a master plan update, however, the process was not completed. With the recent inclusion of Rick Engineering, staff is now better positioned to fully evaluate and update the master plan. The staff report (**Attachment A**) provides additional details about the master plan study, current status, the consultant selection process, and concludes with staff's recommendation.

Fiscal Impact:

Funds were allocated in the Fiscal Year 2016-2017 Sanitation District budget not to exceed \$100,000. :

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

LEMON GROVE SANITATION DISTRICT STAFF REPORT

Item No. 5

Mtg. Date August 2, 2016

Item Title: **Approve an Agreement with Dexter Wilson Engineering, Inc. to Update the Sewer System Master Plan**

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

Background:

In 2006, the district contracted with Boyle Engineering Corporation to create a sanitary sewer system master plan (master plan) study. The master plan was, and continues to serve as, a planning document that accomplishes the following tasks:

- Evaluates the capacity of the existing collection system during worst conditions, such as peak wet weather flows;
- Evaluates the capacity of the collection system through flow modeling programs and determines improvement needs under future build-out conditions;
- Develops a capital improvement program (CIP) that will provide the district with a reliable and economic sanitary sewer collection system for the future; and
- Provides assistance in developing future program needs such as continuing to inventory system integrity and model performance through on-going inspection, flow monitoring and video inspections.

After the master plan was completed district staff utilized the document to guide decisions made for on-going maintenance and CIP construction projects. In 2009, district staff began initial discussions to update the master plan with Psomas. However, no record of that process being completed is on file. Therefore, staff is recommending the last completed master plan (from 2006) and partial update (from 2009) is reviewed and updated to account for the amount of development that has occurred, incorporate the anticipated development that may occur, and evaluate what capital improvements may be needed to account for current (and proposed) capacity in the collection system.

Discussion:

In May 2016, the agreement with Rick Engineering Company (Rick Engineering) was extended through Fiscal Year 2016-2017 to provide multiple engineering services to the district. A sample of the those services included serving as the district engineer, supporting any capital improvement project as a part of the five year capital improvement program, and serve as the subject matter expert for all wastewater related tasks related to the district's involvement in the metro wastewater system. These three tasks have a direct impact on the master plan and as such district staff worked directly with Rick Engineering to determine what level of service is most appropriate to properly update the district's master plan. Those needs were documented into a request for proposals that staff anticipated to publicly advertise. However, after the RFP was created district staff felt it was prudent to work directly with Rick Engineering to determine if there was a consultant that it has a positive experience and outstanding field knowledge that it has worked with recently to respond to this RFP. Dexter Wilson Engineering, Inc. (Wilson Engineering) was

Attachment A

identified by Rick Engineering as having a tremendous amount of experience in wastewater and a significant amount of experience with not only updating master plan but creating master plans. Additionally, Wilson Engineering was already identified to serve as the district's subject matter expert and representative on the San Diego Metro Wastewater Technical Advisory Committee (Metro TAC) and Joint Powers Authority (Metro JPA). With the prior knowledge of the district's involvement with Metro TAC/JPA, Wilson Engineering is the single point of contact that already has the historical knowledge of the district and can quickly assess the current status of the district's system to properly update a master plan moving forward.

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

With staff's direction, Wilson Engineering prepared a proposal (**Attachment B – Exhibit 1**) to update the district's master plan. The bullet points listed below outline key elements of the proposal that staff felt important to highlight:

1. Scope of Services: Six tasks that include research and background, field investigations, sewer model and sewer generation rate, create a capital improvement program, provide progress reports, and deliver a final report.
2. Duration: This project will not exceed one year, unless extended per item number 3..
3. Project Cost: The total cost estimate, including the three optional tasks, will not exceed \$83,600. A contingency amount is proposed at \$15,000 and an optional time extension no more than 15 calendar days.
4. Termination: This agreement may be terminated with or without cause by the City with 30 day written notice.

Conclusion:

That the District Board adopts a resolution (**Attachment B**) approving an agreement with Dexter Wilson Engineering, Incorporated to update the sewer system master plan and directing the Executive Director, or her designee, to execute and manage the agreement.

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE SANITATION DISTRICT APPROVING AN AGREEMENT WITH DEXTER WILSON ENGINEERING, INCORPORATED TO UPDATE THE SEWER SYSTEM MASTER PLAN

WHEREAS, in 2006, the district contracted with Boyle Engineering Corporation to create a sanitary sewer system master plan (master plan) study; and

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

WHEREAS, in order to complete this update in an economically efficient process the expertise of a consulting firm that possess the knowledge, skills and abilities in completing master plans will be needed; and

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

WHEREAS, after evaluating the proposal, district staff determined that Dexter Wilson Engineering, Incorporated has the professional experience and competency to successfully update the district master plan.

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

1. Approves an agreement (Exhibit 1) with Dexter Wilson Engineering to update the sewer system master plan; and
2. Authorizes the Executive Director, or her designee, to execute and manage the agreement.

/////
/////

Attachment B – Exhibit 1

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
Dexter Wilson Engineering, Inc.**

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 Dexter Wilson Engineering, Inc., a sanitary engineering firm (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide sanitary engineering consulting services.

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

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

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

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

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services as set forth on pages 2-8 of Exhibit "A" (Attached).

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

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

Attachment B – Exhibit 1

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

3. PROJECT COORDINATION AND SUPERVISION.

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

4. COMPENSATION AND PAYMENT. The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described on page 13-14 of Exhibit "A" shall not exceed Eighty-Three Thousand Six Hundred (\$83,600) (the Base amount) without prior written authorization from the City Engineer. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the CITY.

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

5. LENGTH OF AGREEMENT. This agreement will last three hundred sixty-five days (365) days from the approved and executed date or until all work has been completed by the CONTRACTOR and accept by the DISTRICT, which even occurs first.

6. DISPOSITION AND OWNERSHIP OF DOCUMENTS. The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the 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 CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

Attachment B – Exhibit 1

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

Any modification or reuse by the CITY of documents, drawings or specifications prepared by the CONTRACTOR shall relieve the CONTRACTOR from liability under Section 14 but only with respect to the effect of the modification or reuse by the 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 CONTRACTOR.** Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint venturers with one another. Neither the CONTRACTOR nor the CONTRACTOR'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 CONTRACTOR and the CONTRACTOR'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 CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

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

9. **COMPLIANCE WITH APPLICABLE LAW.** The CONTRACTOR, in the performance of the services to be provided herein, shall comply with all applicable State and Federal statutes and regulations, and all applicable ordinances, rules and

Attachment B – Exhibit 1

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

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

11. **STANDARD OF CARE.**

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

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the 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 CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

C. The CONTRACTOR is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONTRACTOR has been retained to perform, within the time requirements of the CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONTRACTOR has notified the CITY otherwise, the CONTRACTOR 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 CONTRACTOR to use due diligence under this sub-paragraph will render the CONTRACTOR 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.

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

Attachment B – Exhibit 1

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

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

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

14. **INDEMNIFICATION AND HOLD HARMLESS.** The CONTRACTOR shall indemnify, defend, and hold harmless the 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 subcontractors in the performance of services under this Agreement. CONTRACTOR's duty to indemnify under this section shall not include liability for damages for death or bodily injury to persons, injury to property, or other loss, damage or expense arising from the sole negligence or willful misconduct by the CITY or its elected officials, officers, agents, and employees. CONTRACTOR's indemnification obligations shall not be limited by the insurance provisions of this Agreement. The CITY AND CONTRACTOR 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

15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' Compensation Insurance and Safety Acts of

Attachment B – Exhibit 1

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 CONTRACTOR under this Agreement.

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

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

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

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

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

E. The aforesaid policies shall constitute primary insurance as to the 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.

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

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

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

I. Insurance shall be written with only California admitted companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VIII according to the current Best's Key Rating Guide, or a company equal financial stability that is approved by the 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 CONTRACTOR does not keep all of such insurance policies in full force and effect at all times during the terms of this Agreement, the CITY

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may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

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

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's 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 principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

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

B. 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 CONTRACTOR in connection with the formation of this Agreement or the performance of services, or the failure to perform services as directed by the CITY.

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

D. In the event of termination, all finished or unfinished Memoranda Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR, whether paper or electronic, shall immediately become the property of and be delivered to the CITY, and the CONTRACTOR 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, and less any damages caused the CITY by the

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CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

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

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

To the CITY: Lydia Romero, City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945-1701

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

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

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

Attachment B – Exhibit 1

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

☐ If checked, the CONTRACTOR 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 CONTRACTOR shall:

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

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

22. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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.

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

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

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

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

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

Attachment B – Exhibit 1

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

CITY OF LEMON GROVE

DEXTER WILSON ENGINEERING, INC.
(Corporation – signatures of two corporate officers)
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
Lydia Romero

City Manager
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

(Name)

(Title)

(Date)

APPROVED AS TO FORM:

By: _____
James Lough

City Attorney
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

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EXHIBIT 'A'

DEXTER WILSON ENGINEERING, INC.

DEXTER S. WILSON, P.E.
ANDREW M. OYEN, P.E.
STEPHEN M. NIELSEN, P.E.
NATALIE J. FRASCHETTI, P.E.

July 8, 2016

000 204

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

Attention: Mike James, Public Works Director
Tim Gabrielson, P.E., Interim City Engineer

Subject: Proposal to Provide Engineering Services for the Lemon Grove Sanitation District

We are pleased to provide the Lemon Grove Sanitation District with the following proposal for engineering services. The work, as further described in the Scope of Services below, consists of preparing a Sanitary Sewer Master Plan for the Lemon Grove Sanitation District.

The primary goal of the Sanitary Sewer Master Plan will be to develop a near-term (5 Year) and long-term (20 Year) estimate of capital expenditures. As the District is mostly build-out, it is anticipated that the majority of the capital projects will be driven by replacement of aging infrastructure (rather than capacity driven). That being said, master planning efforts will rely heavily on the District's CCTV condition assessment evaluations to ascertain the condition of the system. Thus, it is recommended that the plan be revised at least every 5 years to reprioritize the capital replacement needs of the District as CCTV efforts are ongoing. The scope of services also includes several tasks which may be completed by the District at its discretion (identified as Optional).

2234 FARADAY AVENUE • CARLSBAD, CA 92008 • (760) 438-4422 • FAX (760) 438-0173

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Exhibit "A" provides an estimate of hours by task, and Exhibit "B" provides an estimate of costs by task. We propose to do the work on an hourly rate basis with a cost ceiling for the tasks described of \$75,040. With the Optional tasks, the cost ceiling is \$83,600.

SCOPE OF SERVICES

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

TASK 1 – RESEARCH AND BACKGROUND

DWEL Approach and Tasks

Review the administrative, engineering, financial, and field operations of the District - evaluate growth in the District, review past CIP spending, and discuss future CIP expenditures.

- 1.1 Review scope of services with District staff and review relevant studies including, but not limited to, the existing sewer master plans and the City's General Plan and Downtown Village Specific Plan.
- 1.2 Meet with District staff to review development plans and relevant studies.
- 1.3 Review CIP records. This provides the opportunity to understand historical spending limitations as well as provide data establishing design and construction planning costs for developing the future CIP for the District.
- 1.4 Review District wastewater data, maintenance records, and meet with District staff to identify areas of concern regarding sewer mains (both gravity and force) and the Central Avenue Pump Station.
- 1.5 Prepare a description and general inventory of the sewer infrastructure based on review of plans, reports, studies, and field inspections.

Task 1 Engineering Fees: \$5,370

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TASK 2 – FIELD INVESTIGATIONS

DWEI Approach and Tasks

Task 2 provides the opportunity to understand the technical nature of the District's sanitary sewer assets and infrastructure.

2.1 The Central Avenue Pump Station evaluation would consist of a calculation evaluation of the pump station looking at existing pumping conditions (head, pressure, and checking for cavitation) versus design/as-built conditions as well as a site visit to ascertain the general condition of the station. The evaluation would also include review of maintenance records and pump curves, and a comparison of pump run logs to design flows and projected buildout flows to evaluate pumping and emergency storage capacity. Define recommended pump station CIP project(s) as necessary.

2.2 It is understood that the District will provide all manhole inverts and rim elevations per GIS data. This information in addition to other key fields such as pipe length, and size are essential to development of a working model. There are two components to this task:

2.2.a Conduct a quality control evaluation of the data to ascertain the completeness of the GIS data toward development of a model.

Optional 2.2.b Based upon our preliminary assessment of the District's GIS information, there are numerous inconsistencies in the data fields pertinent to the development of a functioning model. To achieve a functioning model, we will work with District staff to develop a data set based on a set of assumptions. The scope of this task is not to fix all of the inconsistencies within the GIS, but rather to proceed with the Master Plan process and goals based on District-approved assumptions. As such this task would include population of key fields of the District's GIS (manhole inverts, rim elevation, pipe length, material, size, age) based on the assumptions. This would be completed on a time and materials basis

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- 2.3 Per the RFP, the District has completed CCTV inspections on all gravity sewer mains in the District. The results of the condition assessment of each pipe (presumed to be available in tabular form identified by manhole) will be incorporated into the Master Plan to assist in the prioritization of replacement.
- 2.4 For those pipe segments where CCTV work has identified a structural issue that requires review (e.g., crack, offset joint, etc.), we will review the condition assessment reports and CCTV tapes. The condition of these pipeline will be further ranked to assist in the prioritization of replacement. This task assumes 16 hours of CCTV tape review.
 - Optional 2.4.a For those pipes that seem to be in satisfactory condition, DWEL could spot check several tapes as a quality control measure. Assume 8 hours of tape review.
- 2.5 The District presently has three permanent flow meters in place to meter flow to the Metro System. Additionally, there are two portable meters. Using this meter data, water use records (as necessary), land use mapping, and drainage basins we will work to determine the estimated sewage generation rate across the single-family, multi-family, commercial, hotel/motel, institutional, and industrial land use types. We will also consider use of portable meters to better ascertain flow for particular land uses. For single-family and multi-family land uses, generation rates will be per EDU if the District has EDU information available. Otherwise all factors will be on a gpd/acre basis. This data will also be used to determine average flow rates and patterns District-wide.
- 2.6 Additionally, the flow data will be utilized to develop recommended generation rates to project buildout sewage flows from future development within the District for the single-family, multi-family, commercial, hotel/motel, institutional, and industrial land uses. Buildout flows will consider the City General Plan, Downtown Village Specific Plan, and improvement plans in process with the City.

Task 2 Engineering Fees: \$20,120

Optional Task 2 Engineering Fees: \$6,200

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TASK 3 - SEWER MODEL/SEWAGE GENERATION RATE

DWEI Approach and Tasks

This task brings together the existing and ultimate flow estimations under dry and wet weather conditions, as well as average and peak conditions. This step requires appropriate model loading to adequately determine where capacity deficiencies may occur.

- 3.1 To develop the flow model, we will finalize dry and wet weather peaking with the District (supported by prior data review) and then load the hydraulic model to simulate existing conditions and run four modeling scenarios: average dry, average wet, peak dry, and peak wet. The model run results will provide existing flow rates, existing remaining capacity, d/D, and existing velocities.
- 3.2 After determining the criteria by which capacity drives the prioritization of capital replacement (for example, under existing peak wet weather conditions, pipelines with a d/D of 1.0 or greater would be considered for replacement), identify locations where capacity is a concern.
 - Optional Task 3.2.a Validate the GIS information – Review as-built drawings of pipe sections which are identified as capacity deficient. This would be completed on a time and material basis.
- 3.3 Load hydraulic model to simulate buildout conditions (based on water use records, flow monitoring data, and flow projections) and run the peak wet modeling scenario to determine system requirements.
- 3.4 With submittal of draft Master Plan for District review, provide GIS shapefile/geodatabase of the following: Corrected manhole and pipe IDs, pipe condition, slope, and existing flow results for each pipe under peak dry and wet weather flows. Flow result fields will include flow rate, velocity, actual d/D, maximum d/D, and available capacity for each of the two above scenarios. As described previously, and discussed in the RFP, District-approved assumptions will be made regarding pipe size, material, diameter, age, invert elevation, rim elevation, and length to complete this task.

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- 3.5 This effort will also include an evaluation of inflow and infiltration (I/I) experienced by the District based on District knowledge of I/I areas, flow data, and rainfall data. This will assist in determining the wet weather peaking experienced by the District. We will consider the use of portable meters to monitor I/I if appropriate.

Task 3 Engineering Fees: \$17,460

Optional Task 3 Engineering Fees: \$2,360

TASK 4 - WASTEWATER CAPITAL IMPROVEMENT PROGRAM (CIP)

DWEI Approach and Tasks

Completion of the Capital Improvement Program (CIP) and long-term spending needs is the culmination of the background research, field investigations, and sewer modeling efforts. This task will also discuss the District's long-term Metro contributions

- 4.1.a A summary of the condition of all wastewater assets (as provided by staff CCTV efforts), their remaining useful life, and an estimated value/cost-to-replace provides the District with knowledge of long-term spending needs.
- 4.1.b Using the facility value, facility age (e.g., pipeline age from GIS), condition assessment (e.g., District generated CCTV results), and other factors (material, presence of groundwater, etc.) projections will be developed to estimate year-to-year replacement costs of infrastructure (outside identified CIP projects).
- 4.2.a Identify capital programs and associated costs. This task would also provide capital program recommendations (if applicable) such as manhole rehabilitation and pipeline rehabilitation to reduce I/I or the installation of smart covers at critical locations in the system to alert to high levels of flow.

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- 4.2.b The prioritization of improvement projects would be finalized in concert with the District, however we would generally recommend projects be prioritized such that significant structural issues are addressed first, followed by capacity issues, and finally remaining useful life. Additionally, prioritization would consider the criticality of the facility, and the social and environmental impact of failure or replacement of the facility, probability of failure based on the facility's condition.
- 4.2.c Define design and construction costs of all projects and programs identified. Include the District's contribution to Metro facilities.
- 4.2.d The prioritized list of projects and the final recommended CIP would be written considering the financial constraints (and others) of the District. We will work with District staff to group improvement projects into appropriate scope and magnitude CIP projects considering location, impact to traffic, customers, etc to develop the 5 year CIP (2017-2021) and 20 year CIP (2017-2035).
- 4.2.e Clearly identify improvements that are driven by development/growth and their associated cost versus those to serve existing conditions.

Task 4 Engineering Fees: \$14,440

TASK 5 – PROJECT PROGRESS

DWEI Approach and Tasks

- 5.1 Prepare monthly progress report and attend monthly meeting (assume 4). Reports will include status of work completed to date, work to be completed in next month, problems/obstacles, and outstanding issues.

Task 5 Engineering Fees: \$5,320

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TASK 6 – PROJECT DELIVERABLES FROM CONSULTANT

DWEI Approach and Tasks

Prepare a concise report as outlined in the RFP (and expanded upon when necessary) detailing the findings of the above tasks.

- 6.1 Prepare four (4) hard copies and CD of draft report for staff review.
- 6.2 Address revisions and prepare fifteen (15) hard copies and CD of final plan.

Task 6 Engineering Fees: \$12,330

COMPENSATION

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

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

TIME OF PERFORMANCE

Completion of the Master Plan is anticipated to be three months per the RFP. This schedule may be aggressive if the level of effort to review the CCTV tapes and update/improve the GIS/hydraulic model proves to be significant.

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COST ESTIMATES

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

OWNERSHIP OF ORIGINALS

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

QUALIFICATIONS

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

Dexter S. Wilson will supervise the services described above. Mr. Wilson is a Registered Civil Engineer in California and graduated from Stanford University with a Bachelor of Science in Chemistry, and from the University of Arizona with a Master of Science in Civil Engineering.

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Thank you for the opportunity to provide a proposal on this project. If this proposal meets your approval, please prepare a contract in your format for our signature.

Respectfully submitted,

Dexter Wilson Engineering, Inc.

A handwritten signature in black ink, appearing to read "Natalie Frascetti".

Natalie Frascetti, P.E.

NF:pjs
Attachments

Attachment B – Exhibit 1

Exhibit "A"

Summary of Hours by Task

Task	Professional	Technical	Clerical	Total
Task 1 – Research and Background				
1.1	8	0	0	8
1.2	4	0	0	4
1.3	4	0	0	4
1.4	8	0	0	8
1.5	8	4	2	14
Subtotal	32	4	2	38
Task 2 – Field Investigations				
2.1	20	0	0	20
2.2.a	2	8	0	10
2.3	2	8	0	10
2.4	16	4	0	48
2.5	48	16	0	64
2.6	8	16	0	56
Subtotal	96	52	0	148
Task 3 – Sewer Model				
3.1	12	36	0	48
3.2	6	8	0	14
3.3	4	16	0	20
3.4	0	32	0	32
3.5	24	4	0	28
Subtotal	46	96	0	142
Task 4 – Wastewater Capital Improvement Program (CIP)				
4.1 ab	8	32	0	40
4.2.a	4	0	0	4
4.2.b	8	0	0	8
4.2.c	10	0	0	10
4.2.d	16	24	12	52
4.2.e	4	0	0	4
Subtotal	50	56	12	118

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Task	Professional	Technical	Clerical	Total
Task 6 – Project Progress				
6.1	32	0	8	40
Subtotal	32	0	8	40
Task 6 – Project Deliverables from Consultant				
6.1	32	24	26	82
6.2	8	4	24	36
Subtotal	40	28	50	118
TOTAL	344	236	100	680

OPTIONAL TASKS				
Task	Professional	Technical	Clerical	Total
2.2.b	4	40	0	44
2.4.a	8	0	0	8
3.2.b	4	16	0	20
Total	16	56	0	72

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Exhibit "B"

Summary of Costs by Task

Task	Cost, \$
Task 1 - Research and Background	
1.1	1,200
1.2	600
1.3	600
1.4	1,200
1.5	1,770
Subtotal	\$5,370
Task 2 - Field Investigations	
2.1	3,000
2.2.a	1,180
2.3	1,180
2.4	2,840
2.5	8,960
2.6	2,960
Subtotal	\$20,120
Task 3 - Sewer Model	
3.1	5,760
3.2	1,780
3.3	2,860
3.4	3,520
3.5	4,040
Subtotal	\$17,460
Task 4 - Wastewater Capital Improvement Program (CIP)	
4.1.ab	4,720
4.2.a	600
4.2.b	1,200
4.2.c	1,500
4.2.d	5,820
4.2.e	600
Subtotal	\$14,440

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Task	Cost, \$
Task 5 – Project Progress	
5.1	5,320
Subtotal	\$5,320
Task 6 – Project Deliverables from Consultant	
6.1	9,130
6.2	3,200
Subtotal	\$12,330
TOTAL	\$76,040

OPTIONAL TASKS	
Task	Cost, \$
2.2.b	5,000
2.4.a	1,200
3.2.a	2,360
TOTAL	\$8,560

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Exhibit "C"

DEXTER WILSON ENGINEERING, INC.

Rate Schedule
Effective January 1, 2016

CLASSIFICATION	HOURLY RATE
Office Personnel:	
Planning/Design	
Principal Engineer (RCE)	\$200.00
Managing Engineer (RCE)	\$190.00
Project Engineer (RCE)	\$170.00
Senior Engineer (RCE)	\$130.00
Design Engineer (RCE)	\$120.00
Associate Engineer II	\$110.00
Associate Engineer I	\$100.00
Engineering Aide II	\$100.00
Engineering Aide I	\$ 85.00
Drafting/Design	
Senior Designer	\$110.00
Senior Drafter	\$100.00
Drafter II	\$ 85.00
Drafter I	\$ 75.00
Clerical	\$ 65.00

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 6
Mtg. Date August 2, 2016
Dept. Public Works

Item Title: **Engineering and Traffic Study and Speed Zone Update on Various Streets in Lemon Grove**

Staff Contact: Tim Gabrielson, City Engineer

Recommendation:

Adopt a resolution (**Attachment C**) accepting the engineering and traffic survey and confirming and updating speed limits on various streets in Lemon Grove in conformance with Lemon Grove Municipal Code Section 10.12.010.

Item Summary:

The California Vehicle Code (CVC) establishes minimum and maximum prima facie speed limits for all streets in the State. The minimum prima facie speed limit is 25 miles per hour (MPH) and the maximum speed limit is 65 MPH and an engineering and traffic survey (E&TS) is required to change the prima facie and/or update various speed limits in the City. Because no streets in Lemon Grove qualify for the maximum speed, all prima facie speed limits in the City are established at 25 MPH unless speed limit changes are adopted by City Council based upon an approved E&TS and a City Council resolution. On August 5, 2008, City Council adopted Resolution No. 2815 establishing speed limits on various roadway segments in the City based upon an approved E&TS. This E&TS was valid for five years per the CVC and therefore, an updated E&TS is required to confirm and update speed limits on various City streets. The staff report (**Attachment A**) provides an analysis supporting staff's recommendation.

Fiscal Impact:

Any fiscal impact from posting or changing signs will be funded by the existing Public Works maintenance budget.

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. Engineering and Traffic Survey Summary
Report

C. Resolution

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 6

Mtg. Date August 2, 2016

Item Title: **Engineering and Traffic Study and Speed Zone Update on Various Streets in Lemon Grove**

Staff Contact: Tim Gabrielson, City Engineer

Discussion:

This staff report provides background information regarding the need to perform an Engineering and Traffic Survey (E&TS) to establish City roadway speed limits, to provide an overview of required elements of an E&TS, and recommend modified speed limits on various streets in Lemon Grove (based on E&TS).

The California Vehicle Code (CVC) requires that local agencies review changes in local speed limits every five years to determine if the existing street segment speed limits require updating due to the age of the engineering and traffic survey or due to changes in roadway conditions.

Need to Perform Engineering and Traffic Surveys

The CVC establishes minimum and maximum prima facie speed limits for all streets in the State. The minimum prima facie speed limit is 25 miles per hour (MPH) and the maximum speed limit is 65 MPH. Because no streets in Lemon Grove qualify for the maximum speed, all prima facie speed limits in the City are established at 25 MPH.

In order for a local agency to establish speed limits different from the prima facie limits, a local agency must approve the increased limit based on an E&TS. The CVC requires that the speed limits must be set by City Council through ordinance or resolution and be based upon E&TS performed within the last five years. Consequently, every five years the speed limits must be re-established by City Council and supported by an E&TS. This process allows the City law enforcement to utilize radar technology to enforce speed limits on City streets.

On August 19, 2008, the City Council adopted Ordinance No. 376 which repealed all prior ordinances establishing speed limits and added Municipal Code Section 10.12.010 allowing speed limit changes, consistent with CVC requirements, to be set by resolution. The City Council adopted Resolution No. 2815 on August 5, 2008, which adopted various speed limits on City streets. These speed limits were effective as of September 20, 2008.

In March of 2016, staff contracted with Rick Engineering Company to perform an E&TS consistent with the CVC. Rick Engineering Company performed this E&TS on 29 roadway segments and prepared a summary report of the E&TS findings (**Attachment B**).

Attachment A

Required Elements of an Engineering and Traffic Survey

The California Manual of Uniform Traffic Control Devices (CAMUTCD) 2014 Edition is used to define the method by which appropriate speeds are determined in an E&TS. An appropriate speed limit is defined as a reasonable speed limit that conforms to the actual behavior of a majority of motorists. The policy states that by measuring actual driving speeds, one can determine a speed limit that is both reasonable and effective. Elements that are to be considered in a study include:

- prevailing speed,
- accident history,
- visibility,
- pavement condition,
- existing regulatory warning and guide signing,
- routes to school used by children,
- pedestrian movements,
- traffic volumes,
- effect of roadside development abutting residential density, and
- parking practices.

Speed Limit Modifications

Staff has completed the required E&TS, including the elements addressed above. 29 street segments were analyzed. The studies resulted in a recommendation to modify the speed limits on four street segments throughout the City. The E&TS summary is included as **Attachment B**. The full report for each street segment is available at City Hall for examination.

Staff recommends modifying the following street segment speed limits by resolution:

Street Name	Segment	Existing Posted MPH	Proposed MPH	Change in MPH
Madera Street	Massachusetts to 69 th St.	40	35	-5
Federal Blvd. (northbound)	College Pl. to MacArthur Dr.	45	40	-5
Federal Blvd. (southbound)	College Pl. to MacArthur Dr.	45	40	-5
Lemon Grove Ave. (northbound)	Lincoln St. to San Miguel Ave.	45	40	-5

These proposed speed limits are determined by analyzing the average rate of speed traveled by 85 percent of motorists on those specific street segments. California law requires that posted speeds be consistent with the 85 percentile rate in order to utilize radar enforcement of speed limits. The remaining City street segment speed limits are proposed to remain the same.

Conclusion:

Staff recommends that City Council adopts a resolution (**Attachment C**) accepting the engineering and traffic survey which confirms and updates speed limits on various streets in Lemon Grove in conformance with Lemon Grove Municipal Code Section 10.12.010.



July 25, 2016

SUBJECT: CITY OF LEMON GROVE SPEED ZONE UPDATE

The following memorandum summarizes the Engineering and Traffic Surveys conducted for the establishment and enforcement of speed limits for twenty-nine (29) roadway segments within the City of Lemon Grove. This survey was authorized by the City of Lemon Grove and conducted by Rick Engineering Company and Veracity Traffic Group.

INTRODUCTION

The California Vehicle Code (CVC) requires that local agencies review changes in local speed limits every five years to determine if the speed limits require updating due to the age of the engineering and traffic survey or due to changes in roadway conditions. Speed limits are normally set near the 85th percentile speed (critical speed) that statistically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent. When a speed limit is to be posted, it shall be established at the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic, except as shown in the two options below:

1. The posted speed may be reduced by 5 mph from the nearest 5 mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5.
2. For cases in which the nearest 5 mph increment of the 85th percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed, if no further reduction is used. Refer to CVC Section 21400(b).

The equipment used to obtain prevailing speed data was an unmarked car and a radar speed meter. The speed meter utilized is a Bushnell Velocity Speed Gun and was calibrated on March 30, 2016. Utilizing the radar analysis, 85th percentile speed is determined and then is used to set the upper limit of roadway segment speed limit.

EXISTING CONDITIONS

Rick Engineering Company conducted a field survey of existing speed limit signs on April 14, 2016. **Exhibit 1** shows the existing posted speed limits for all twenty-nine (29) roadway segments surveyed and **Exhibit 2** shows locations of all speed limit signs in the study area. Average Daily Traffic (ADT) volumes were also collected at each roadway segment analyzed. **Exhibit 3** shows a summary of ADT volumes along the studied roadway segments.

Attachment B

July 25, 2016

Page 2 of 3

RECOMMENDATIONS

Based on the radar speed surveys conducted by Veracity Traffic Group between April 12, 2016 and May 26, 2016, and Engineering and Traffic Surveys for the Speed Zone Update, it has been determined that the posted speed limit should be lowered for the following three (3) roadway segments:

Street	Segment	Old Speed Limit (MPH)	New Speed Limit (MPH)
1. Federal Blvd.	College Pl. to MacArthur Dr.	45	40**
2. Lemon Grove Ave.	Lincoln St. to San Miguel Ave.	45 (NB)	40 (NB)*
3. Madera St.	Massachusetts Ave. to 69 th St.	40	35**

* Posted speed limit for southbound Lemon Grove Avenue between Lincoln Street to San Miguel Avenue to remain at 40 MPH.

**Both directions

It is recommended that the posted speed limit should remain the same at the following twenty-six (26) locations:

Street	Segment	Existing Speed Limit (MPH)
1. Broadway	Federal Blvd. to Buena Vista Ave.	35
2. Broadway	Buena Vista Ave. to Kempf St.	30
3. Broadway	Kempf St. to Sweetwater Rd.	40
4. Broadway	Sweetwater Rd. to East City Limits	45
5. Canton Dr.	Lemon Grove Ave. to Glencoe Dr.	30
6. Canton Dr.	Glencoe Dr. to East City Limits	30
7. Central Ave.	Federal Blvd. to Massachusetts Ave.	35
8. Central Ave.	Massachusetts Ave. to New Jersey Ave.	30
9. Central Ave.	New Jersey Ave. to Lemon Grove Ave.	30
10. Kempf St.	Broadway to Palm St.	35
11. Lemon Grove Ave.	Broadway to Lincoln St.	35
12. Lemon Grove Ave.	San Miguel Ave. to Mt. Vernon St.	45
13. Lemon Grove Ave.	Mt. Vernon St. to South City Limits	45
14. Lemon Grove Way	Broadway to Grove St.	30
15. Lemon Grove Way	Grove St. to Lemon Grove Ave.	30
16. Main St.	Broadway to Central Ave.	30
17. Main St.	Central Ave. to Mt. Vernon St.	30
18. Massachusetts Ave.	Broadway to Madera St.	40
19. Massachusetts Ave.	Madera St. to Lemon Grove Ave.	35
20. Mt. Vernon Ave.	69 th St. to Massachusetts Ave.	35
21. Mt. Vernon Ave.	Massachusetts Ave. to Main St.	30
22. Palm St.	Lemon Grove Ave. to Golden Ave.	40
23. San Miguel Ave.	Lemon Grove Ave. to Massachusetts Ave.	30
24. San Miguel Ave.	Massachusetts Ave. to Federal Blvd.	30
25. Skyline Dr	Palm St. to South City Limits	40
26. Sweetwater Rd.	Broadway to South City Limits	45

Attachment B

July 25, 2016
Page 3 of 3

Table 1 summarizes the recommendations for posted speed limits and **Exhibit 4** shows the recommended posted speed limits at all twenty-nine (29) roadway segments. Individual Engineering and Traffic Survey reports were provided for each roadway segment studied.

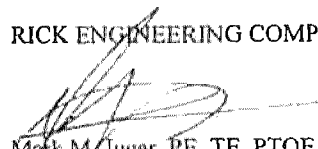
SUMMARY

Based on the Engineering and Traffic Surveys, it is recommended that City of Lemon Grove staff work with City Council to adopt a resolution lowering speed limits by 5 MPH on three (3) roadway segments and maintain the current speed limits at twenty-six (26) roadway segments, previously identified.

If you have any questions, please contact me directly at (619) 291-0707.

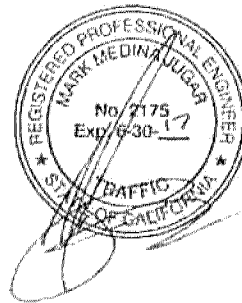
Sincerely,

RICK ENGINEERING COMPANY

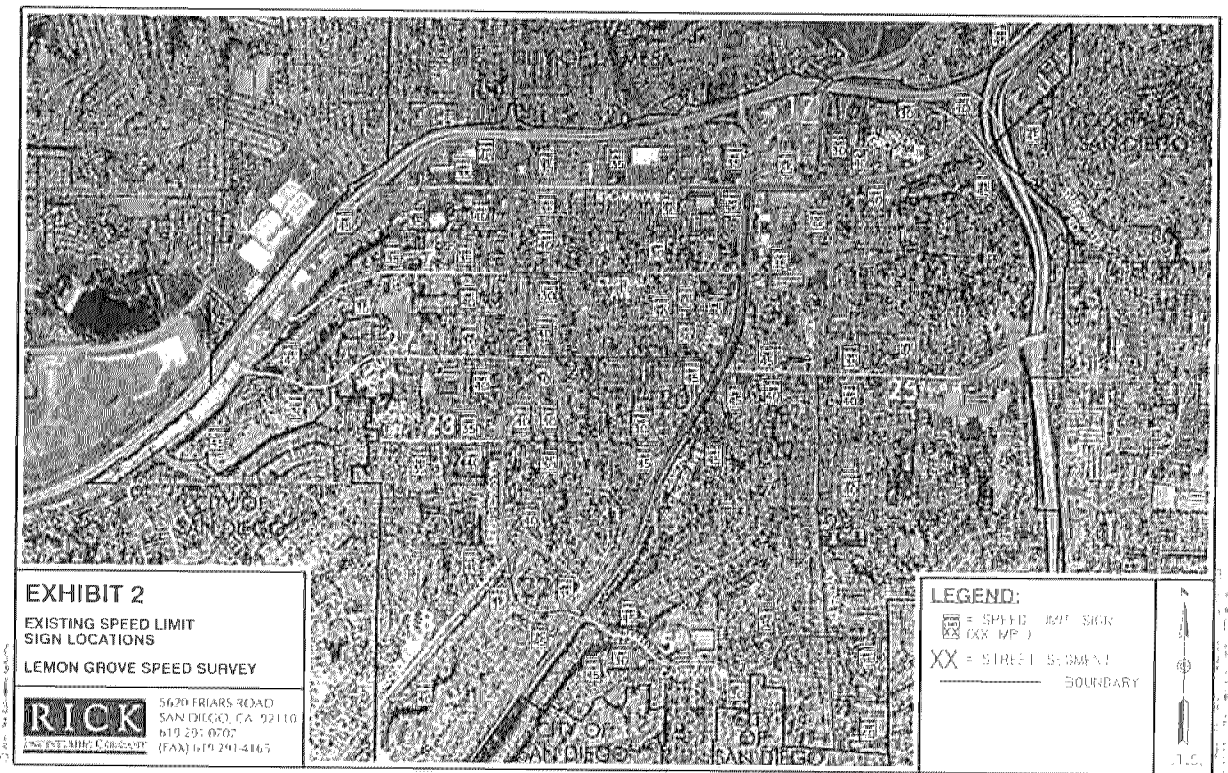
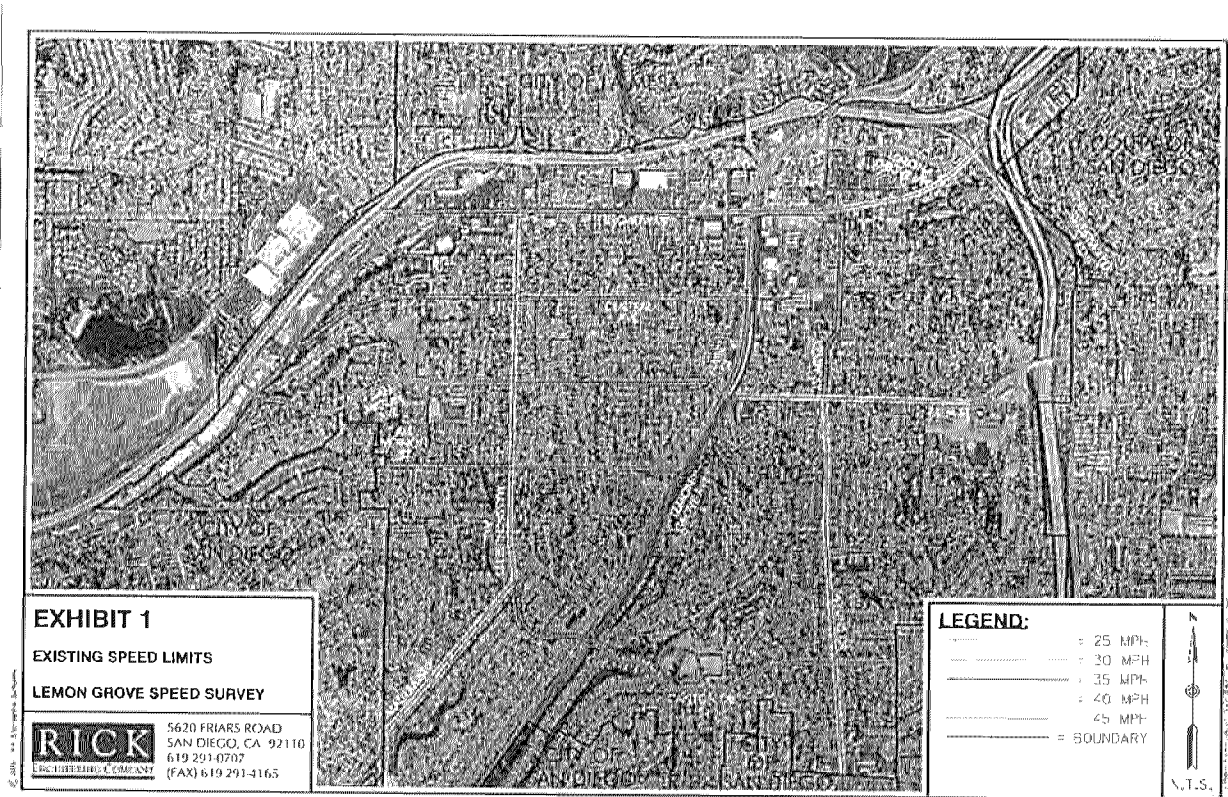

Mark M. Jugar, PE, TE, PTOE
TE 2175

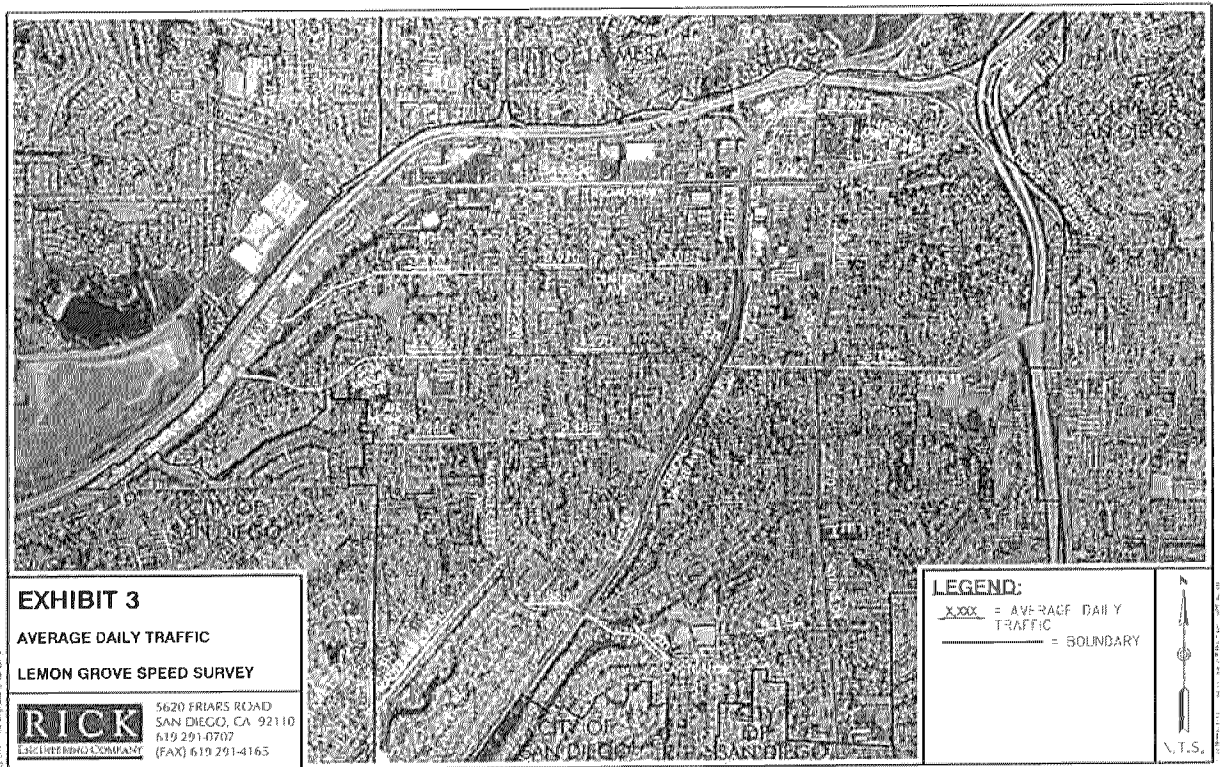
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Attachments



Attachment B



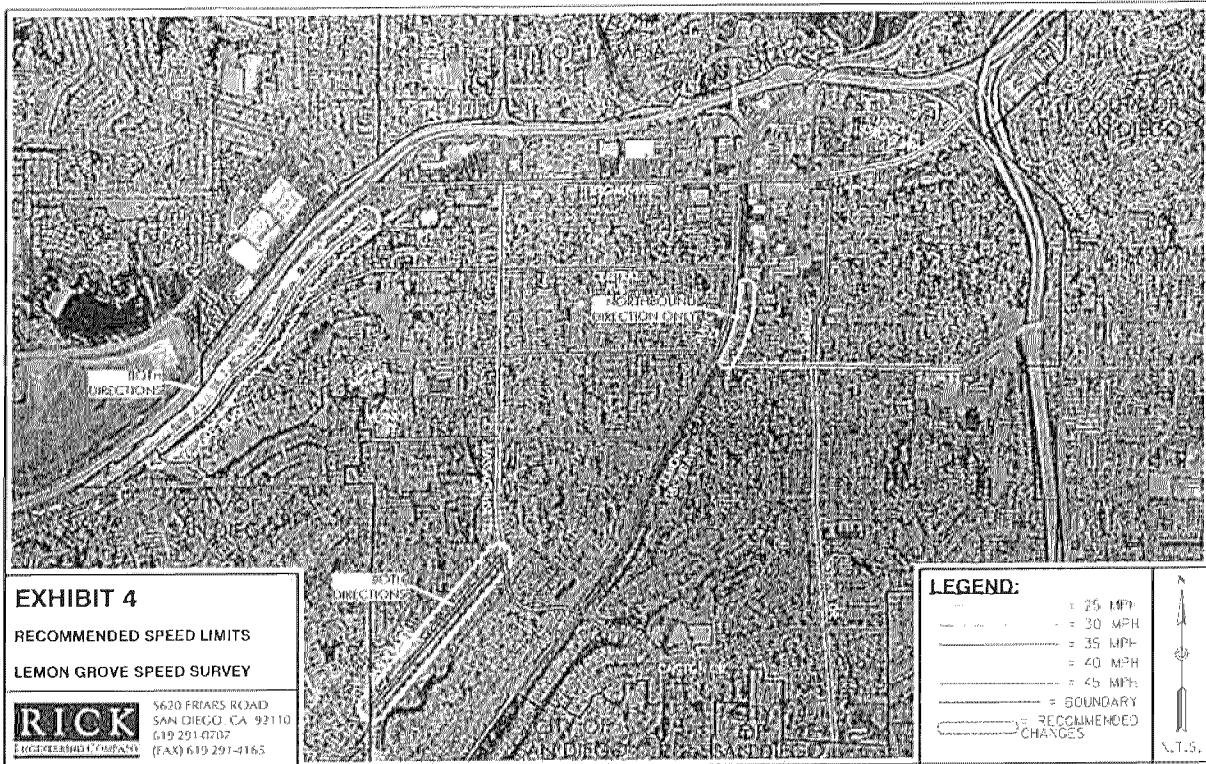


Attachment B



TABLE 1
SPEED LIMIT RECOMMENDATIONS
LEMON GROVE SPEED SURVEY

	Street Segment	Existing Average Daily Traffic (ADT)	Existing Posted Speed	85th Percentile Speed	Recommendation	Comments
Broadway						
1	between Federal Blvd and Buena Vista Ave	19,370	35 MPH	38 MPH	No Change	
2	between Buena Vista Ave and Kempf St	12,280	30 MPH	31 MPH	No Change	
3	between Kempf St and Sweetwater Rd	12,720	40 MPH	44 MPH	No Change	
4	between Sweetwater Rd and East City Limits	15,820	45 MPH	50 MPH	No Change	45 MPH East of City Limits
Canton Dr						
5	between Lemon Grove Ave and Glencoe Dr	6,770	30 MPH	33 MPH	No Change	
6	between Glencoe Dr and East City Limits	6,380	30 MPH	29 MPH	No Change	
Central Ave						
7	between Federal Blvd and Massachusetts Ave	3,310	35 MPH	38 MPH	No Change	
8	between Massachusetts Ave and New Jersey Ave	3,970	30 MPH	34 MPH	No Change	
9	between New Jersey Ave and Lemon Grove Ave	6,080	30 MPH	32 MPH	No Change	
Federal Blvd						
10	between College Place and MacArthur Dr	11,070	45 MPH	44 MPH	Lower to 40	40 MPH West of City Limits
Kempf St						
11	between Broadway and Palm St	11,420	35 MPH	40 MPH	No Change	
Lemon Grove Ave						
12	between Broadway and Lincoln St	17,980	35 MPH	38 MPH	No Change	
13	NB between Lincoln St and San Miguel Ave	18,190	45 MPH	41 MPH	Lower to 40	
	SB between Lincoln St and San Miguel Ave		40 MPH	41 MPH	No Change	
14	between San Miguel Ave and Mt Vernon St	12,370	45 MPH	50 MPH	No Change	
15	between Mt Vernon Ave and South City Limits	11,550	45 MPH	52 MPH	No Change	
Lemon Grove Way						
16	between Broadway and Grove St	3,990	30 MPH	37 MPH	No Change	
17	between Grove St and Lemon Grove Ave	5,900	30 MPH	30 MPH	No Change	
Madera St						
18	between Massachusetts Ave and 69th St	8,040	40 MPH	38 MPH	Lower to 35	35 MPH south of City Limits
Main St						
19	between Broadway and Central Ave	1,160	30 MPH	33 MPH	No Change	
20	between Central Ave and Mt Vernon St	800	30 MPH	32 MPH	No Change	
Massachusetts Ave						
21	between Broadway and Madera St	19,790	40 MPH	47 MPH	No Change	
22	between Madera St and Lemon Grove Ave	11,360	35 MPH	38 MPH	No Change	
Mt Vernon St						
23	between 69th St and Massachusetts Ave	2,900	35 MPH	39 MPH	No Change	
24	between Massachusetts Ave and Main St	3,480	30 MPH	33 MPH	No Change	
Palm St						
25	between Lemon Grove Ave and Golden Ave	6,190	40 MPH	45 MPH	No Change	
San Miguel Ave						
26	between Lemon Grove Ave and Massachusetts Ave	4,270	30 MPH	34 MPH	No Change	
27	between Massachusetts Ave and Federal Blvd	14,560	30 MPH	34 MPH	No Change	
Shelby Dr						
28	between Palm St and South City Limits	9,870	40 MPH	44 MPH	No Change	
Sweetwater Rd						
29	between Broadway and South City Limits	15,500	45 MPH	50 MPH	No Change	45 MPH south of City Limits



Attachment C

RESOLUTION NO. 2016-_____

RESOLUTION OF THE LEMON GROVE CITY COUNCIL ACCEPTING THE ENGINEERING AND TRAFFIC SURVEY AND CONFIRMING AND UPDATING SPEED LIMITS ON VARIOUS STREETS IN LEMON GROVE IN CONFORMANCE WITH LEMON GROVE MUNICIPAL CODE SECTION 10.12.010

WHEREAS, the California Vehicle Code requires speed limits set by City Council through ordinance or resolution and be based upon engineering and traffic studies performed within the last five years; and

WHEREAS, on August 19, 2008, the City Council adopted Ordinance No. 376 which repealed all prior ordinances establishing speed limits and added Section 10.12.010 in the Lemon Grove Municipal Code allowing speed limit changes, consistent with the California Vehicle Code, to be set by resolution; and

WHEREAS, on August 19, 2008, the City Council adopted speed limit changes for various street segments in the City limits; and

WHEREAS, establishing safe and reasonable speed limits for various sections of roadway will reduce the number of accidents; and

WHEREAS, staff utilized the California Manual of Uniform Traffic Control Devices 2014 Edition to determine appropriate speeds in the engineering and traffic studies; and

WHEREAS, Rick Engineering Company prepared an engineering and traffic survey; and

WHEREAS, the engineering and traffic survey accounted for other elements such as prevailing speed, accident history, visibility, pavement condition, existing regulatory warning and guide signing, routes to school used by children, pedestrian movements, traffic volumes, effect of roadside development abutting residential density, and parking practices; and

WHEREAS, the engineering and traffic survey serves as evidence allowing the Sheriff's Department to use radar for speed enforcement; and

WHEREAS, without valid studies and the speed limit set in accordance with these studies, radar speed enforcement is not permitted. ;

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

1. Accepts the engineering and traffic studies; and
2. Directs staff to post or change speed limit signs addressed in the studies; and
3. Directs staff to enforce the new speed limits upon installation of updated speed limit signs.

/////

/////

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 7
Mtg. Date August 2, 2016
Dept. City Manager's Office

Item Title: Response to San Diego County Grand Jury Report: "East County Cities Lack of Response to Homelessness"

Staff Contact: Lydia Romero, City Manager

Recommendation:

Provide direction to staff and authorize the City Manager to work with the Mayor to finalize the response to the Grand Jury

Item Summary:

The City of Lemon Grove received a Grand Jury Report titled "East County Cities Lack of Response to Homelessness" which was released to the public on June 8, 2016. The City is required by law to respond to the findings and recommendations contained in the report no later than August 29, 2016. The attached staff report (Attachment A) provides background and additional details on the Grand Jury Report. Attachment C is the Grand Jury Report.

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. Staff Report
- B. Draft Response
- C. Grand Jury Report
- D. Regional Continuum of Care Council Governance Charter

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 7

Mtg. Date August 2, 2016

Item Title: Response to San Diego County Grand Jury Report: "East County Cities Lack of Response to Homelessness"

Staff Contact: Lydia Romero, City Manager

Background:

The City of Lemon Grove received a report entitled "East County Cities Lack of Response to Homelessness" that was released to the public on June 8, 2016. The Grand Jury Report is included as Attachment C.

Briefly, the Grand Jury makes the assertion that the East County Cities have marginal involvement in homeless issue and recommends that the East County Cities join the Regional Continuum of Care Council, a non-profit group and coordinate homeless related activities in the areas of prevention, shelter and transitional housing among the East County Cities.

Per State statute, Lemon Grove is required to respond to the Grand Jury's findings and recommendations no later than 90 days after the Report is made public.

Discussion:

The Grand Jury Report listed only two findings and two recommendations. It should be noted that there was little or no City staff contact with the Grand Jury during its investigation. Staff is unable to confirm how the Grand Jury came to its conclusions about Lemon Grove. Below are the findings of the Grand Jury Report, as well as staff's draft response.

Finding 01: East County emergency and transitional housing is available only in El Cajon and exists primarily for families with children, victims of domestic violence, veterans, the mentally ill, and those willing to join a one-year Christian discipleship program.

Staff's Response: Lemon Grove does not have a permanent emergency or transitional housing located within City limits. Nor is staff familiar with the requirements to operate either permanent emergency or transitional housing therefore staff is not in a position to either confirm or refute this particular finding.

The City of Lemon Grove is home to multiple churches that are part of the rotational shelter program, signing up for multiple weeks to support homeless individuals. Staff toured the rotational shelter when it was in Lemon Grove in April of 2016 and there was no religion requirement to participate in the program.

Finding 02: East County cities have marginal involvement in homeless issues.

Staff's Response: First, the City of Lemon Grove cannot comment on the programs, policies or involvement in homeless issues related to the other East County cities.

Attachment A

Secondly, the Lemon Grove community's involvement in homeless issues is more than marginal. The City's faith-based community is actively involved in providing free meals to the homeless. Several churches have free food distribution sites. As previously mentioned, the winter rotational shelter is hosted by several churches in Lemon Grove, with many of them hosting for multiple weeks. The Lemon Grove Housing Agency has provided assistance for several affordable housing projects. One particular project provides housing for aged out foster youth and houses residents who are considered extremely low income.

Third, Lemon Grove Sheriff deputies have created an outreach program to work with the homeless individuals they come across during the course of their patrol work. Recognizing a need to directly provide assistance to the homeless in Lemon Grove, a Psychological Emergency Support Team (PERT) clinician is assigned four days a week to ride along with the Sheriff deputies. This is up from two days a week previously. Lemon Grove deputies also encourage homeless individuals to call 211 to connect to temporary and transitional housing and services that best meet their needs to get off the streets.

Grand Jury Recommendations:

Initiate coordinated homelessness-related efforts to increase prevention, shelter, and transitional housing services in East County.

Staff's Response: Providing City-run prevention, shelter and transitional housing services is a specialized area that requires a high level of expertise. The City of Lemon Grove has neither the human or monetary capital to provide any of these services as a local government entity. However, the City is committed to continue working with its faith based organizations to support the work that is currently underway to assist the homeless. Additionally, the City is committed to work with the County of San Diego's Health and Human Services department on outreach and programs or services that are available currently or in the future to assist our homeless individuals.

Join the Regional Continuum of Care Council and participate in its work.

Staffs Response: Membership on the Regional Continuum of Care Council (RCCC) is open to organizations and individuals with the requirement to commit to participate in the work of the RCCC by attending regular meetings. A fee of \$50 is required to join the general membership of the RCCC. It should be noted that this group is primarily made up of non-profits that provide services to the homeless; further, the mission of the RCCC is to develop strategic policy as well as coordinate resources needed to effectively address homelessness in San Diego. Attached is the governance charter of the RCCC. Although the work being done by the RCCC is laudable, perhaps it may be more prudent to support the efforts going on locally or some of the non-profits that actually work with the homeless.

Requirements for Responding to the Grand Jury

The California Penal Code §933(c) requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of

Attachment A

the agency. Such comment shall be made no later than 90 days after the Grand Jury publishes its report. In this instance, the Grand Jury set the date of August 29, 2016 for the City to respond.

California Penal Code §933.05(a), (b), (c), details, as follows, the manner in which comment(s) are to be made:

(a) As to each grand jury finding, the responding person or entity shall indicate one of the following:

(1) The respondent agrees with the finding

(2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.

(b) As to each grand jury recommendation, the responding person or entity shall report one of the following actions:

(1) The recommendation has been implemented, with a summary regarding the implemented action.

(2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.

(3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.

(4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.

(c) If a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the grand jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Conclusion: Provide input to staff and authorize the City Manager to work with the Mayor to finalize the response to the Grand Jury.

Attachment B

DRAFT

Honorable Jeffrey B. Barton
Presiding Judge, San Diego Superior Court
220 W. Broadway
San Diego, CA 92101

RE: Grand Jury Report: "East County Cities" Lack of Response to Homelessness

Dear Judge Barton:

The City of Lemon Grove has reviewed the Grand Jury Report titled, "East County Cities" Lack of Response to Homelessness," filed with the Court on June 8, 2016. In accordance with the California Penal Code Section 933 (c), following is the City of Lemon Grove's response to the findings and recommendations in the report.

Response to Findings:

Finding 01: East County emergency and transitional housing is available only in El Cajon and exists primarily for families with children, victims of domestic violence, veterans, the mentally ill, and those willing to join a one-year Christian discipleship program.

Response: The City of Lemon Grove neither agrees nor disagrees with this fact. Without the benefit of the requirements of emergency and/or transitional housing, the City of Lemon Grove cannot refute or confirm the finding. The City of Lemon Grove is home to multiple churches that are part of the rotational shelter program, signing up for multiple weeks to support homeless individuals.

Finding 02: East County cities have marginal involvement in homeless issues.

Response: The City of Lemon Grove disagrees with this fact. First, the City of Lemon Grove cannot comment on the programs, policies or involvement in homeless issues related to the other East County cities. Secondly, Lemon Grove's involvement in homeless issues is more than marginal. The City's faith-based community is actively involved in providing free meals to the homeless. Several churches have free food distribution sites. The City of Lemon Grove has several affordable housing projects located within its 3.8 square miles. One particular project provides housing for aged out foster youth and rents to residents are considered extremely low income.

The third strategy involves the Lemon Grove Sheriff's deputies. Recognizing a need to directly provide assistance to the homeless in Lemon Grove, a Psychological Emergency Support Team (PERT) clinician is assigned four days a week to ride along with the Sheriff's deputies. This is up from two days a week previously. Lemon Grove deputies also distribute a resource guide for temporary and transitional housing and services.

Attachment B

DRAFT

Response to Grand Jury Recommendations:

16-58 Initiate coordinated homelessness-related efforts to increase prevention, shelter, and transitional housing services in East County.

Response: This recommendation may be partially implemented. Providing City-run prevention, shelter and transitional housing services is a specialized area that requires a high level of expertise. The City of Lemon Grove has neither the human or monetary capital to provide any of these services. However, the City is committed to continue working with its faith based organizations to support the work that is currently underway to assist the homeless. Additionally, the City is committed to work with the County of San Diego's Health and Human Services department on outreach, programs or services that are available currently or in the future to assist our homeless individuals.

16-59 Join the Regional Continuum of Care Council and participate in its work.

Response: To be determined by the City Council since there are budgetary implications related to membership dues and allocation of staff time. It should be noted that this group is primarily made up of non-profits that provide services to the homeless; further, the mission of the Regional Continuum of Care Council is to develop strategic policy as well as coordinate resources needed to effectively address homeless in San Diego.

Respectfully,

Mary T. Sessom
Mayor

Attachment C

EAST COUNTY CITIES' LACK OF RESPONSE TO HOMELESSNESS



**A Report by the
2015/2016 San Diego County Grand Jury
June 8, 2016**

EAST COUNTY CITIES' LACK OF RESPONSE TO HOMELESSNESS

SUMMARY

The 2015 Regional Task Force on the Homeless San Diego (RTFHSD) Point-in-Time Count¹ tallied over 8,000 homeless people in San Diego County. By far the largest number (65%) live in the City of San Diego. Thus it makes sense that the bulk of homeless services, such as shelters and transitional housing, are located in San Diego (mostly downtown). In East County cities, however, few homeless services exist despite San Diego County guidelines that services should be located proportional to need. The 2015/2016 San Diego County Grand Jury (Grand Jury) recommends that East County cities initiate common programs to address homelessness issues by joining the Regional Continuum of Care Council and devoting attention and resources to this under-served group.

INTRODUCTION

The 2009/2010 San Diego County Grand Jury produced a report, "Homeless in San Diego," which focused primarily (though not exclusively) on the City of San Diego. This Grand Jury became interested in the situation in East San Diego County's four incorporated cities: El Cajon, La Mesa, Lemon Grove and Santee.

PROCEDURE

- The Grand Jury surveyed the four cities to determine their homeless incidents and costs and their provision of services
- The Grand Jury interviewed elected officials and homeless service providers
- The Grand Jury examined county homeless statistics, and city and County policies, procedures, and programs for homeless people

DISCUSSION

Homelessness is a highly complex set of issues encompassing, among other factors, housing costs, mental illness, drug and alcohol abuse, employment availability, policing practices and city laws. The response to homelessness involves federal, state and local governments, non-profit organizations, police, schools, foundations and individual citizens. In San Diego County, two county-wide organizations, the Regional Task Force on the Homeless and the Regional Continuum of Care Council (RCCC) coordinate stakeholders' efforts to meet the challenges of homelessness collaboratively.

In East County, the response to homelessness lies most heavily on El Cajon, which has the largest homeless population, the only site for emergency and transitional housing (the

¹ www.rtfhsd.org

East County Transitional Living Center [ECTLC]), and a concentration of low-cost motels.

For the past several years, the El Cajon City Council's primary response to its homeless population has been to appropriate Community Development Block Grant (CDBG) funds to ECTLC for emergency shelter (\$75,000 in the 2015-2016 fiscal year, \$100,000 in 2016-2017). At a daily room rate of \$49.50, the grant funds about 1,500 nights of lodging – an average of eight rooms per night – primarily between October and March according to ECTLC. El Cajon's second major response to homelessness has been to provide city-owned space for Crisis House, Inc. at no cost (estimated by the city as a \$91,000 value). El Cajon reports participation in the RCCC, but not as a municipal member².

Of the other three East County cities, Santee appropriated \$2,000 of its Community Development Block Grant to Crisis House this fiscal year; it reports participating in the RCCC, but is not a municipal member. Neither La Mesa nor Lemon Grove appropriates city funds for homelessness issues, nor participates in the RCCC.

The RCCC Governance Board has just two East County members, a faith community member, and a service provider who oversees programs in two southern California counties. There are no East County elected officials on the Board.

Given this meager participation in regional efforts, it is not surprising that no East County city has sought or received U.S. Department of Housing and Urban Development (HUD) grants for homelessness programs. In March 2016, HUD released almost \$15,000,000 in homelessness-related grants to San Diego County organizations and cities. Of the fifty-five programs funded, just one is located in East County cities: Crisis House in El Cajon will receive \$192,211 for Domestic Violence Transitional Housing and \$414,891 for its Journey Home program (also focused on domestic violence clients). This compares with ten in North County and three in South Bay.

El Cajon and La Mesa Police Departments responded to a request for information on the number and costs of incidents with homeless people. For 2014, El Cajon Police Department reported 655 arrests and 2,568 calls for service, at an estimated cost of \$411,184; La Mesa, 1,761 incidents at a cost of \$269,134. Neither the San Diego County Sheriff's Department Santee Station nor the Lemon Grove Substation provided data, but the December 14, 2015 San Diego County News Center³ reported that 10% of calls from the Sheriff's Santee Station involved homeless people. To respond to the need, the Sheriff's Department recently added a Homeless Outreach Team to its East County operations.

² Membership requires groups to contribute \$50 per year, commit to the RCCC Mission, and agree to participate in RCCC'S work as evidenced by regular participation in meetings or subgroups.

³<http://www.countynewscenter.com/news/county-homeless-outreach-team-launched-east-county>

In short, homelessness results in serious costs for East County police and sheriffs. The El Cajon Police Department's survey response included this statement: "In order to effectively deal with the homeless population, the El Cajon Police Department believes there is a significant need for on-going, year round housing and support services for the homeless."

FACTS AND FINDINGS

Fact: The RTFHSD Point-in-Time Count 2015 listed these figures for East County cities:

- El Cajon: Emergency Shelter: 202. Supportive Housing: 0. Transitional Housing: 318. Sheltered total: 520. Unsheltered: 191. Total: 711
- Santee: Sheltered: 0. Unsheltered: 30. Total: 30
- La Mesa: Sheltered: 0. Unsheltered: 19. Total: 19
- Lemon Grove: Sheltered: 0. Unsheltered: 11. Total: 11

Fact: The El Cajon City Council appropriated \$75,000 of CDBG funds for the emergency shelter at ECTLC for the 2015-2016 fiscal year and \$100,000 for 2016-2017. The \$49.50 daily rate charged to the city grant provides about 1,500 nights of lodging in fiscal 2015-2016. The ECTLC expends these funds from October through March, for an average of eight rooms per night.

Fact: The shelter programs cited in the RTFHSD report include:

- Center for Community Solutions Project Safehouse and Next Step-East, serving domestic violence clients
- Crisis House, serving domestic violence clients, families with children, and people with disabilities
- ECTLC, through one-year Christian discipleship programs, serving 402 individuals and 54 families (174 children and adults) in 2015, and a Transitional Living program serving 73 families (207 adults and children) in 2015
- Home Start, Inc., Hotel/Motel Voucher Program East, serving families with children
- Interfaith Shelter Network East County, serving approximately twelve people per week for about six months
- Volunteers of America, serving people with disabilities, mentally ill clients and veterans

Fact: According to figures supplied by the El Cajon Police Department, costs for arrests and calls dealing with homeless people are estimated at \$411,000 for 2014. The La Mesa Police Department estimates its homeless-related costs for 2014 at \$269,000.

Fact: The Sheriff's Department estimates that about 10% of all calls for service in Santee relate to homeless people.

Fact: In fall 2015, the Sheriff's Department and the County of San Diego's Department of Health and Human Services launched the East Regional Homeless Outreach Team (HOT), based at the Sheriff's Santee Station.

Finding 01: East County emergency and transitional housing is available only in El Cajon and exists primarily for families with children, victims of domestic violence, veterans, the mentally ill, and those willing to join a one-year Christian discipleship program.

Fact: The Regional Continuum of Care Council has no East County municipal members.

Fact: El Cajon, La Mesa, Lemon Grove, and Santee all reported receiving no county monies for dealing with homeless issues in the current fiscal year.

Fact: The San Diego County Board of Supervisors Comprehensive Homeless Policy states, "The County supports the equitable distribution of facilities and services throughout the Region so that no one jurisdiction or community is impacted by providing more than its fair share of facilities and services."

Finding 02: East County cities have marginal involvement in homeless issues.

RECOMMENDATIONS

The 2015/2016 San Diego County Grand Jury recommends that the Mayors and City Councils of El Cajon, La Mesa, Lemon Grove, and Santee:

16-58: Initiate coordinated homelessness-related efforts to increase prevention, shelter, and transitional housing services in East County.

16-59: Join the Regional Continuum of Care Council and participate in its work.

REQUIREMENTS AND INSTRUCTIONS

The California Penal Code §933(c) requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the agency. Such comment shall be made *no later than 90 days* after the Grand Jury publishes its report (filed with the Clerk of the Court); except that in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such comment shall be made *within 60 days* to the Presiding Judge with an information copy sent to the Board of Supervisors.

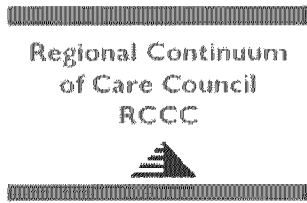
Furthermore, California Penal Code §933.05(a), (b), (c), details, as follows, the manner in which such comment(s) are to be made:

- (a) As to each grand jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent agrees with the finding
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefor.
- (b) As to each grand jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the grand jury report.
 - (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefor.
- (c) If a finding or recommendation of the grand jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the grand jury, but the response of the Board of Supervisors shall address only those budgetary or personnel matters over which it has some decision making authority. The response of the elected agency or department head shall address all aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with the Penal Code §933.05 are required from the:

<u>Responding Agency</u>	<u>Recommendations</u>	<u>Date</u>
Mayor, City Council—La Mesa	16-58, 16-59	8/29/16
Mayor, City Council-El Cajon	16-58, 16-59	8/29/16
Mayor, City Council—Lemon Grove	16-58, 16-59	8/29/16
Mayor, City Council—Santee	16-58, 16-59	8/29/16

Attachment D



Regional Continuum of Care Council San Diego City & County

Continuum of Care Governance Charter Operational Responsibilities and Authorities

Version 2.0

05/05/2016

Document Number: CoCGC2.0

Corresponding By-Laws Number: CoCBL1.0

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1. Introduction

The purpose of the San Diego City and County Continuum of Care (CoC) Charter is to describe the structure, composition, roles, responsibilities and committee formation of the San Diego Regional Continuum of Care Council (RCCC).¹ On an annual basis, the Charter will be updated allowing for RCCC response to environmental, regulatory, and strategic issues. This Charter incorporates the Bylaws of the RCCC with regard to its operations and stated roles and responsibilities.

In 2009, the U.S. Department of Housing and Urban Development (HUD) enacted the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) that established a CoC program to address homelessness and created specific rules, regulations and procedures to be competitive for federal dollars. The HEARTH Act also includes a provision to establish a "governance structure" that ensures an opportunity for all stakeholders to be included and participate in the CoC program.² Subsequently HUD released the 2012 Interim Rule detailing the requirements for CoC implementation of HEARTH.³

The RCCC, a cross-sector stakeholder group, was established in 1998, reconstituted in 2014, and incorporated as a Nonprofit Public Benefit Corporation in 2016 to develop strategic policy as well as coordinate resources needed to effectively address

¹ Continuums of Care are defined in Section 578.5 of the Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH) published in July 2012.

² Southern Nevada Homelessness Continuum of Care (CoC) Governance Structure

³ 24 CFR 578 HUD Interim Rule, CoC Program, effective August 30, 2012

homelessness in San Diego.⁴

In its capacity as the CoC as well as the central organization on homelessness in San Diego City and County, the RCCC is responsible for:

- Advocating for policies and essential services that promote fair housing, client well-being, and rights/protections under the law;
- Promoting a community-wide commitment to the goal of ending homelessness;
- Providing funding for efforts to quickly re-house individuals and families who are homeless, which minimizes the trauma and dislocation caused by homelessness;
- Promoting access to and effective use of mainstream programs and resources; and
- Optimizing self-sufficiency among individuals and families experiencing homelessness.⁵

2. Overview

The RCCC is a membership-based, collective impact initiative founded in 1998 to facilitate the achievement of San Diego County's goal to end homelessness. Goals adopted in 2015 note the need for stakeholder engagement well beyond the homeless and housing service delivery system in order to achieve the regional goal of ending homelessness by 2020.

San Diego envisions a system of care throughout the region that ensures all extremely low-income residents have a safe, supportive and permanent place to call home with services available to help them stay housed and improve the quality of their lives. The vision is ambitious, and possible. The community is building a future in which there are sufficient resources, political leadership, and civic involvement to erase homelessness as a permanent fixture in our social landscape. The vision focuses on quick access to permanent housing, strengths-based consumer relationships, coordination and collaboration with mainstream partners, provision of necessary services, policy and resource advocacy, and comprehensive community education.

This Charter memorializes the purpose of the collective impact initiative to end homelessness using the federally-defined CoC responsibilities, outlines the work of the Infrastructure Organization, and promotes partnership among the various leadership bodies.⁶ An organizational chart depicting the relationships amongst the various leadership bodies in the collective impact initiative may be found in Appendix F.

⁴ Until 2016, the RCCC was an unincorporated association as defined under Section 18035 of the California Corporations Code.

⁵ <https://www.hudexchange.info/resources/documents/CoC-Duties-Establishing-and-Operating-a-CoC-Slides.pdf>

⁶ CoC responsibilities outlined in 24 CFR Part 578.

2.1 Mission

The mission of the RCCC is to engage stakeholders in a community-based process that works to end homelessness for all individuals and families throughout San Diego City and County, address the underlying causes of homelessness, and to lessen the negative impact of homelessness on individuals, families and communities.

2.2 Geographic Boundaries

The RCCC includes total geography within the County of San Diego, including all (un)incorporated cities and areas. These boundaries contain other HUD designated program components, including Housing Authorities, HUD geocode areas, local Emergency Solutions Grant (ESG) Areas, communities eligible for State ESG funds, as well federally designated Community Development Block Grant (CDBG) entitlement areas, Housing Opportunities for Persons With AIDS (HOPWA), HOME Investment Partnerships Program (HOME), and U.S. Department of Veterans Affairs (VA) service areas. This geography is referred as the San Diego CoC Region (Region). Various subdivisions are recognized within the Region such as Central, East, South, North Inland, and North Coastal areas.

2.3 Emergency Solutions Grant Entitlement Areas

Emergency Solutions Grant (ESG) funds are awarded to the San Diego ESG entitlement areas by HUD for the purpose of providing Essential Services, Shelter Operations, and assistance to persons who are homeless or at-risk of being homeless in the Region. The RCCC directly participates with jurisdictions that receive ESG funds. In each case, the RCCC consults with the jurisdiction to develop cooperative plans and strategies that leverage ESG and other resources to provide emergency shelter, prevention, and rapid re-housing services.

The RCCC and ESG entitlement areas are responsible for reporting and evaluating the performance of ESG program recipients and subrecipients. In response, the RCCC has prepared an ESG Guide that includes information about the responsibilities of the RCCC and ESG area, HUD regulations, cross-jurisdiction strategies, and policy statements. Because the Guide is updated periodically, the most recent Guide is incorporated in its entirety in the Governance Charter by reference here.

3. Assumptions/Constraints/Risks

3.1 Assumptions

For the purpose of this Charter, the RCCC is assuming an Infrastructure Organization has not been established and the existing structure of the RCCC remains in place.

3.2 Constraints

Implementation of this Charter is reliant on volunteer participation from members of the community and continued funding from HUD and other sources such as those providing

match and leverage to RCCC programs.

3.3 Risks

Should no stakeholders agree to participate in the RCCC, the San Diego City and County CoC may not meet HUD HEARTH regulations. Non-compliance with federal regulations could result in reputational damage to the RCCC, and jeopardize current and future funding. It is the responsibility of the RCCC, as the lead coordinating group inclusive of the Homeless Management Information System Lead Agency and Collaborative Applicant, to ensure the effective implementation of the Charter.

4. Purpose & Responsibilities

4.1 Purpose

The purpose of the RCCC is to assist in the coordination, development, and evaluation of services and housing for homeless and at-risk of homeless persons with housing needs through planning, education and advocacy. To achieve this purpose the RCCC will seek to:

- Create a system for coordinated assessment and housing prioritization for the most chronic and vulnerable homeless individuals and families;
- Reinforce a Housing First philosophy for all homeless housing and service providers in the RCCC;
- Increase access to permanent housing through various means including rapid re-housing, permanent supportive housing, and other viable forms of permanent housing;
- Evaluate performance of services within the RCCC through data collection, analysis, and monitoring;
- Plan for and conduct an annual Point-In-Time Count (PITC) of homeless persons within the San Diego Region;
- Create capacity in communities throughout the RCCC to take ownership of and incorporate evidence-based practices to end homelessness; and⁷
- Develop plans to fulfill the mission of ending homelessness for all individuals and families throughout the Region.

4.2 Roles & Responsibilities

The RCCC is, at minimum, responsible for all duties assigned by HUD under the CoC

⁷ West Virginia Balance of State Governance Charter.

Program.⁸ This section defines the basic roles, responsibilities, and committee structures required for operation of the RCCC.

4.2.1 RCCC Full Membership

The RCCC garners community-wide commitment to ending and preventing homelessness by engaging stakeholders in all parts of the Region. In addition to the entities identified by HEARTH as required to participate in the RCCC, the Full Membership includes a variety of community partners to the extent they are invested in ending homelessness and present in the Region. Examples of additional stakeholders include private foundations, philanthropists, fraternal organizations, employment development, organized labor, and private health service organizations. Members can be individuals or representatives of organizations.

It is the responsibility of the **RCCC Full Membership (FM)** to:

- Establish a Governance Board (Board) to act on behalf of the RCCC. This Board must be representative of the relevant organizations and projects serving homeless sub-populations and include at least one homeless or formerly homeless individual;
- Adopt and follow a written process for selection of Board Members and review this process at least once every five years
- Elect Homeless Service Provider seats annually;
- Elect Full Membership Liaison to the Board at discretion of FM;
- Ratify full slate of Board Members annually;
- Participate on Board Advisory Committees;
- In consultation with the Homeless Management Information System Lead Agency and Collaborative Applicant, follow and ratify annually a Governance Charter;
- Attend meetings of the FM, with published agendas, at least twice per year;
- Issue public invitation for new members to join the FM at least annually;
- Facilitate sharing of provider expertise and intervention strategies through Learning Collaboratives, as needed; and
- Inform and support the development of regional plans.

4.2.2 RCCC Governance Board

The Board acts on behalf of the RCCC and is representative of the relevant organizations and projects serving people experiencing homelessness within the Region, including at least one homeless or formerly homeless individual. This cross-sector representative Board enhances the Region's capacity to coordinate and

⁸ HUD identifies three major areas of responsibility for a CoC: operating a CoC; designing and operating a Homeless Management of Information System and ensuring CoC planning.

leverage resources from various sectors and carry-out its responsibilities.

It is the responsibility of the **Board** to:

- Select Board Members annually and fill vacancies as needed;
- Establish policies for RCCC operations including but not limited to written standards for providing homeless assistance, conflict of interest, recusal policy, and terms of assistance;
- Designate, direct, and evaluate performance of an RCCC Infrastructure Organization, if one exists;
- Establish plans for ending homelessness in the Region:
 - Set regional goals and priorities for ending homelessness, including but not limited to HUD CoC and ESG targets;
 - Monitor the community's progress towards meeting the goals and priorities for ending homelessness in the Region;
 - Implement action to correct program or project performance towards meeting the goals and priorities for ending homelessness in the Region, as needed;
 - Ensure relevant organizations and projects serving homeless sub-populations are represented in planning and decision-making; and
 - Build community awareness inclusive of the needs of all homeless populations found in the region.
- Call and facilitate meetings of the FM. Meetings will be held, at minimum, twice annually;
- Designate and operate a Homeless Management Information System (HMIS):
 - Designate a single HMIS for the Region;
 - Designate an eligible applicant to manage the RCCC's HMIS, known as the HMIS Lead;
- Prepare applications for funds:
 - Establish priorities for funding projects;
 - Designate a Collaborative Applicant that will ensure only one application for HUD CoC Program funds is submitted and will collect and combine required application information from all approved projects within the Region;
 - Authorize grant applications, raise and allocate funds, and approve sustainability plans;
- Actively engage with CoC Leaders from other areas; and
- Establish a designated Point-of-Contact (POC) for the RCCC. Designation of the POC takes into consideration two critical aspects
 - The POC must have functional knowledge, access, and regular communication with the internal structures of the Collaborative Applicant; and
 - To be effective, the POC must possess a comprehensive understanding of HUD regulations and detailed procedures associated with compliance with CoC, ESG, and HUD Veterans Affairs Supportive Housing (VASH) programs, including HMIS functions.

4.2.3 RCCC Governance Board Executive Committee

The Executive Committee provides a mechanism for Board leaders (Chair, Vice Chair, Secretary, Treasurer) to engage, within the limits set by Board policy and the bylaws, in decision making, oversight, and communication on important RCCC matters.

The Executive Committee has meetings during the year that are separate from the Board and are convened as needed by the Chair. The Executive Committee's actions are reported not later than the next meeting of the Board. **The Executive Committee** has the responsibility to:

- Act for the Board and make decisions on matters which:
 - Require action before the next Board meeting;
 - Have been specifically delegated by the Board to the Executive Committee; and
 - Affect the budget and require immediate action.
- Act for the Board in the administration of established policies and programs, and make recommendations to the Board with respect to matters of policy and operations. May use a Working Group to assist in vetting items for Board and Executive Committee meetings.
- Review RCCC activities and programs and recommend priorities.

4.2.4 RCCC Governance Board Advisory Committees

The RCCC established Advisory Committees (AC) to conduct its primary activities and provide advice on key issues or community initiatives. The following ACs are established as Standing ACs incorporating members of the FM and may only be disbanded by a change to the Charter. The ACs are as follows:

Coordinated Assessment and Housing Placement/Subpopulations (CAHP): The primary responsibility of CAHP is to design, implement, and oversee a regional CAHP system. Additional responsibilities include, but are not limited to, evaluating the needs of each homeless sub-population and geographic area in the Region.

Data Advisory Committee (DAC): Responsible for evaluating RCCC data necessary in achieving the RCCC's mission of ending homelessness. This includes data analysis, systems mapping, Point-in-Time Count information and anything else deemed essential by the Board. Specifically, DAC looks at data quality, completeness, and timeliness of entry making recommendations for improvement when necessary. DAC also monitors best-in-class homeless data systems throughout the United States and recommends changes in the Region.

Evaluation Advisory Committee (Evaluations): Responsible for monitoring, evaluating and recommending improvements to enhance the performance of the RCCC in achieving its mission. Evaluations provides project, system, and community evaluation information and support, monitors best practice approaches throughout the United States and recommends program changes in the Region.

Agencies receiving CoC funding are unable to participate in the annual rating and ranking process for HUD CoC funds.

Nominations & Selection Advisory Committee (N&S): Responsible for RCCC governance, N&S evaluates and recommends changes to improve the RCCC's structure and ensure it is meeting the mission. N&S reviews Board Member nominations, solicitation responses and provides recommendations to the Board. It also reviews the Charter and provides recommendations to the Board and FM. Additionally, N&S develops strategies and approaches for engaging new RCCC members to expand membership of underrepresented sectors.

Resources Advisory Committee (Resources): Responsible for identifying and soliciting resources needed to meet the RCCC's mission. Resources also provide sustainability recommendations and support.

Task Groups: Periodically, the RCCC needs to complete specific, time limited tasks in order to comply with regulatory demands or to advance its goals and objectives. At the request of the Board, a temporary Task Group or Ad Hoc Committee may be formed to complete the identified task. These groups perform specific functions associated with completion of the task and are guided by and report to one of the established RCCC groups which may include the Board or an AC.

4.2.5 RCCC Intergovernmental Council

In order to engage key government representatives in the effort to end homelessness, the RCCC will form an Intergovernmental Council (IC). The purpose of the IC will be to promote and coordinate local government activities to assist homeless persons. The IC will consist of current public officials representing various levels of government such as cities, county, state, and federal. The positions of Chairperson and Vice Chairperson will be elected and rotate among the represented agencies on an annual basis.

The **IC** will have various duties, including:

- Fill the two Elected Official seats on the Board;
- Meet regularly and serve in an advisory role to the Board;
- Review all local activities and programs assisting the homeless;
- Development of a comprehensive local approach to end homelessness that informs and aligns with the RCCC's plan;
- Taking actions to align and reduce duplication among local programs and activities; and
- Preparing an annual report on local homeless programs and activities.

4.2.6 RCCC Infrastructure Organization

In order to realize collective impact and provide centralized infrastructure with dedicated staff that leads to a common agenda, shared measurement, continuous communication, and mutually reinforcing activities among all participants, the RCCC may utilize an Infrastructure Organization (IO) or organizations to assume

operational responsibilities for the RCCC.

If selected, the **IO** or designated entities may be responsible for:

- Collaborative Applicant
- HMIS Lead
- CAHP Administration & Oversight
- Performance Monitoring and Evaluation
- Point-in-Time Count Coordination
- Landlord Engagement
- Full Membership Coordination
- Support to Board, Executive Officers, and ACs
- Website & Document Portal Management
- General Point-of-Contact
- Fundraising
- Community Outreach & Education

Appendix H provides a detailed overview of roles and responsibilities within the RCCC.

Appendix A: Record of Changes

The RCCC Governance Charter will be updated annually. The table below will be used to provide the version number, the date of the version, the author/owner of the version, and a brief description of the reason for creating the revised version should any changes be made.

Table 1: Record of Changes

Version Number	Date	Author/Owner	Description of Change
1.0	4/28/15	RCCC	Administrative changes
2.0	3/28/16	N&S Charter Sub-Committee	New format, condensed verbiage, added by-laws, governance structure modification

Appendix B: Acronyms

Table 2: Acronyms

Acronym	Literal Translation
AC	Advisory Committee
CA	Collaborative Applicant
CAHP	Coordinated Assessment and Housing Placement System
CDBG	Community Development Block Grant
CoC	Continuum of Care
DAC	Data Advisory Committee
ESG	Emergency Solutions Grant
FM	Full Membership
HEARTH	Homeless Emergency Assistance and Rapid Transition to Housing Act
HMIS	Homeless Management Information System
HOME	HOME Investment Partnerships Program
HOPWA	Housing Opportunities for Persons With AIDS
HUD	U.S. Department of Housing & Urban Development
IC	Intergovernmental Council
IO	Infrastructure Organization
MOU	Memorandum of Understanding
N&S	Nominations & Selection Advisory Committee
NOFA	Notice of Funding Availability
PITC	Point-in-Time Count
RCCC	Regional Continuum of Care Council
VA	U.S. Department of Veterans Affairs

Appendix C: Glossary

Table 3: Glossary

Term	Definition
Collaborative Applicant	The Collaborative Applicant is the entity that submits the annual CoC Consolidated Application for funding on behalf of the RCCC and is charged with collecting and combining the application information from all applicants for all projects within the RCCC's geographic area.
Collective Impact	Commitment of a group of important actors from different sectors to a common agenda for solving a specific social problem. Unlike most collaborations, collective impact initiatives involve a centralized infrastructure, a dedicated staff, and a structured process that leads to a common agenda, shared measurement, continuous communications, and mutually reinforcing activities among all participants.
Community Development Block Grant (CDBG)	CDBG, one of the longest-running programs of the U.S. Department of Housing and Urban Development, funds local community development activities such as affordable housing, anti-poverty programs, and infrastructure development.
Consolidated Plan	The Consolidated Plan is designed to help states and local jurisdictions to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the CPD formula block grant programs: CDBG, HOME, ESG, and HOPWA. The Consolidated Plan is carried out through Annual Action Plans, which provide a concise summary of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. Grantees report on accomplishments and progress toward Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).
Continuum of Care (CoC)	A CoC is a regional or local planning body that coordinates housing and services funding for homeless families and individuals.
Coordinated Assessment & Housing Placement System (CAHP)	CAHP is a system designed to coordinate program participant intake, assessment, and provision of referrals. The system covers the Region, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Term	Definition
Emergency Solutions Grant (ESG)	The ESG program provides funding to: (1) engage homeless individuals and families living on the street; (2) improve the number and quality of emergency shelters for homeless individuals and families; (3) help operate these shelters; (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families/individuals from becoming homeless.
Geo Code Area	A particular geographic location identified with a six-digit number by HUD and used for annual allocation of funds. The characterization is based on population statistics such as the average age or income of its inhabitants.
Geographic Boundaries	Includes all geography within the County of San Diego, including (un)incorporated cities and areas.
Governance Board	Body leading the collective impact initiative.
Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009	On May 20, 2009, President Obama signed the HEARTH Act of 2009. The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act with substantial changes, including a consolidation of HUD's competitive grant programs.
HOME Investment Partnerships Program (HOME)	HOME is a type of United States federal assistance provided by HUD to States in order to provide decent and affordable housing, particularly housing for low- and very low-income Americans.
Homeless Management Information System (HMIS)	HMIS is a local information technology system used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness.
Homeless Management Information System (HMIS) Lead	Entity designated by the RCCC in accordance with HEARTH to operate the RCCC's HMIS on its behalf.
Housing Opportunities for Persons with AIDS (HOPWA)	To help take care of the housing needs of low-income people who are living with HIV/AIDS and their families.
Housing Authority	A housing authority is generally a governmental body that governs some aspect of a region's housing, often providing low rent or free apartments to qualified residents.
Housing First	Housing First is a recovery-oriented approach to ending homelessness that centers on quickly moving people experiencing homelessness into independent and permanent housing and then providing additional supports and services as needed.
Infrastructure Organization	An organization and staff that manages the collective impact initiative through ongoing facilitation, technology, and communications support, data collection and reporting, and handling the myriad logistical and administrative details needed for the RCCC to function smoothly. Specific examples of functions include: Collaborative Applicant, HMIS Lead, as well as Board and AC staff support.

Term	Definition
Memorandum of Understanding (MOU)	An MOU is a formal agreement between two or more parties. Companies and organizations can use MOUs to establish official partnerships. MOUs are not legally binding but they carry a degree of seriousness and mutual respect.
Permanent Supportive Housing (PSH)	PSH is a program that helps eligible people find a permanent home and also get local mental health services but only if and when they need that help.
Point-in-Time Count (PITC)	The PITC is a count of sheltered and unsheltered homeless persons on a single night in January. HUD requires that CoCs conduct an annual count of homeless persons who are sheltered in emergency shelter, transitional housing, and Safe Havens on a single night and unsheltered at least biennially.
Prevention Programs	Homeless Prevention Programs provide rental assistance, utility assistance and supportive services directly related to the prevention of homelessness to eligible individuals and families who are in danger of eviction, foreclosure or homelessness.
Rapid Re-Housing (RRH)	RRH is an intervention, informed by a Housing First approach that is a critical part of a community's effective homeless crisis response system. It quickly connects families and individuals experiencing homelessness to permanent housing through a tailored package of assistance that may include the use of time-limited financial assistance and targeted supportive services.
Regional Continuum of Care Council (RCCC)	The mission of the RCCC is to engage stakeholders in a community-based process that works to end homelessness for all individuals and families throughout the region and address the underlying causes of homelessness and to lessen the negative impact of homelessness on individuals, families and communities. Its responsibilities include: RCCC membership, intergovernmental council, advisory committees, the governance board, and infrastructure organization(s).
RCCC Member	An RCCC member can be an individual, agency and/or department within a political subdivision who are concerned with and/or providing services to the various homeless sub-populations furthering the direction of the RCCC. An agency and/or department with more than one individual representing that organization will be recognized as one member.
RCCC Individual Member	RCCC full individual membership is designed for those interested in and committed to ending homelessness, including consumers, students, educators, San Diego residents, and others. Individuals who care about the quality of services provided to persons experiencing homelessness, who want to ensure they are meeting their needs to the greatest extent possible are individual RCCC members.

Term	Definition
RCCC Organizational Member	RCCC Organizational Membership is open to organizations, corporations and agencies interested in supporting the RCCC's commitment to ending homelessness.
Recipient	An eligible entity that signs a grant agreement for a specified funding source.
Sub-population (homeless)	For the purpose of the Charter, sub-populations are referring to categories of individuals with related, yet distinct, needs that can be addressed through a CoC. Representation of sub-populations as required by HEARTH must be reflected on the Board.
Sub-recipient	Eligible entity that receives a sub-grant from the recipient to carry-out a project.
U.S. Department of Housing & Urban Development (HUD)	A U.S. government agency created in 1965 to support community development and increase home ownership.
U.S. Department of Veterans Affairs (VA)	The VA is a government-run military veteran benefit system with Cabinet-level status.

Appendix D: Referenced Documents

This table summarizes the relationship of the Charter to other relevant documents. Here, identifying information for all documents used to arrive at and/or referenced within this document will be provided (e.g., related and/or companion documents, prerequisite documents, relevant technical documentation, etc.).

Table 4: Referenced Documents

Document Name	Document Location and/or URL	Issuance Date
Alameda County CoC/ EveryOne Home Governance Charter	Drop Box (<i>will update with URL once finalized</i>)	June 2015
Continuum of Care Duties	https://www.hudexchange.info/resources/documents/CoC-Duties-Establishing-and-Operating-a-CoC-Slides.pdf	NA
ESG Guide	http://www.sandiegococ.org/esg.html	TBD
HEARTH Act	https://www.hudexchange.info/resources/documents/HomelessAssistanceActAmendedbyHEARTH.pdf	May 2009
HUD Interim Rule	https://www.hudexchange.info/resources/documents/CoCProgramInterimRule_FormattedVersion.pdf	August 2012
RCCC By-Laws	Drop Box (<i>will update with URL once finalized</i>)	January 2016
Southern Nevada Homelessness CoC Governance Structure	http://www.helphopehome.org/	August 2014
West Virginia Balance of State CoC Charter	Drop Box (<i>will update with URL once finalized</i>)	October 2015

Appendix E: Approvals

The undersigned acknowledge that they have reviewed the Charter and agree with the information presented within this document. Changes to this Charter will be coordinated with, and approved by, the undersigned, or their designated representatives.

Instructions: List the individuals whose signatures are desired. Examples of such individuals are RCCC Governance Board Chair, RCCC Governance Board Vice-Chair, Full Membership Liaison, and any other appropriate stakeholders.

Signature: _____ Date: _____

Print Name: _____

Title: _____

Role: _____

Signature: _____ Date: _____

Print Name: _____

Title: _____

Role: _____

Signature: _____ Date: _____

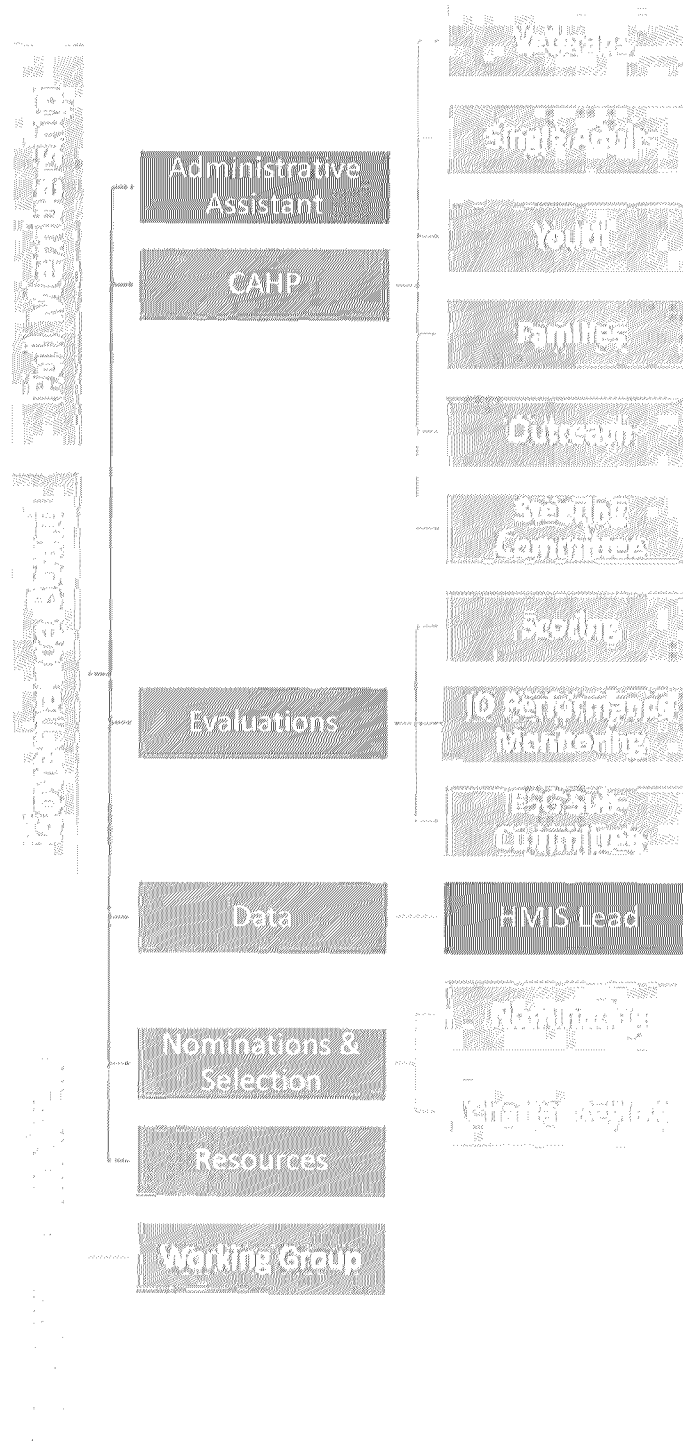
Print Name: _____

Title: _____

Role: _____

Appendix F: Organizational Chart

Table 5: RCCC Organizational Chart



Appendix G: RCCC Governance Board Structure

Table 6: RCCC Governance Board Structure

Regional Continuum of Care Council Governance Board Structure		Sub-Population Representation	Organizational Representative
<i>Appointed Seats</i>	County Health and Human Services Agency	Homeless Families with children Unaccompanied youth (UY)	Charged with coordinating efforts of all health and human services providers.
	Public Housing Authority: County of San Diego Department of Housing and Community Development	Seniors Veterans Chronic homeless	Charged with coordinating efforts with all other public housing authorities within the San Diego Region.
	Public Housing Authority: San Diego Housing Commission	Substance abuse Co-Occurring Disorders	
	San Diego Work Force Partnership	Victims of domestic violence Seriously mentally ill Transition Age Youth (TAY)	Charged with coordinating efforts of all employment agencies and workforce development services providers.
	United Way Of San Diego County	HIV/AIDS Human trafficking	Charged with coordinating collective impact efforts.
	U.S. Department of Veterans Affairs	Unaccompanied women	Charged with coordinating efforts of all homeless Veterans providers.
<i>Community Stakeholders</i>	Homeless / Formerly Homeless		Charged with representing all homeless individuals or formerly homeless individuals.
	Homeless Service Provider – General, Central, East, North Coastal, North Inland, and South Bay Regions (6)		Charged with coordinating efforts with all service providers in the designated region. Preference given to emerging needs and regions under the General Homeless Service Provider seat.
	Education		Charged with coordinating efforts with all education organizations.
	Health (3)		Charged with coordinating efforts with all healthcare providers.
	Law Enforcement / Justice System		Charged with coordinating efforts with all other public law enforcement agencies within the San Diego Region.

	Business (3)		Charged with coordinating efforts with all business organizations. Preference given to affordable housing developers.
	Elected Official (2)		Charged with coordinating efforts with all jurisdictions within the San Diego Region.
	Funder (2)		Charged with coordinating efforts of philanthropy.
	Faith Community		Charged with coordinating efforts of all faith-based organizations.
	Technology Business		Charged with coordinating efforts of all technology organizations.
	Homeless Advocate		Charged with advocating on behalf of persons experiencing homelessness.
	Flexible (3)		Charged with coordinating efforts in their sectors. Preference given to consumers, affordable housing developers, and County of San Diego law enforcement agencies.

Appendix H: RCCC Roles & Responsibilities

Table 6: RCCC Roles & Responsibilities

Responsibility	Required Activity	Responsible Stakeholder(s):
Operate the CoC	Hold meetings of the FM, with published agendas, at least twice per year. One meeting will be the Annual Meeting.	Board FM Facilitator or Board Designee
	Make an invitation for new members to join publicly available within the geographic area at least annually. Ensure an updated membership roster is maintained.	FM Facilitator or Board Designee N&S AC
	Adopt and follow a written process to select a Board and its members to act on behalf of the CoC. The process must be reviewed, updated, and approved by the Board and FM at least once every 5 years.	Board FM N&S AC
	Appoint additional committees, subcommittees, or workgroups.	Board
	Participate in ACs, additional committees, subcommittees, or workgroups.	Board FM
	Develop, follow, and update annually a Charter, which will comply with HEARTH and all other applicable regulations.	Board FM N&S AC HMIS Lead Collaborative Applicant
	Establish performance targets appropriate for population and program type, monitor recipient and sub-recipient performance, evaluate outcomes, and take action against poor performers. This includes ESG and CoC funded programs.	Board Evaluations AC IO Recipient
	Establish and operate a CAHP system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services.	Board CAHP AC IO

	Establish and consistently follow written standards and policies for providing homeless assistance inclusive of CoC and ESG programs.	Board Evaluations AC IO
	Designate a single HMIS for the Region.	Board
	Designate, direct, and evaluate performance of an RCCC IO or implementing entities as they exist.	Board
	Provide support to Board, Executive Officers, and ACs. In addition, manage the Website & Document Portal and serve as the RCCC's general Point-of-Contact as directed by the Board. Conduct community outreach and engagement as appropriate.	IO
	Review RCCC activities and act on behalf of the Board as designated by the Board.	Executive Committee
Designating and operating an HMIS	Designate an eligible applicant to manage the RCCC's HMIS, which will be known as the HMIS Lead.	Board
	Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS.	HMIS Lead DAC
	Ensure consistent participation of recipients and sub-recipients in the HMIS.	HMIS Lead
	Ensure the HMIS is administered in compliance with requirements prescribed by HUD.	HMIS Lead DAC
Continuum of Care planning	Coordinate the implementation of a housing and service system within the Region that meets the needs of homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following: • Outreach, engagement, and assessment; • Shelter, housing, and supportive services; and • Prevention strategies.	Board CAHP AC
	Planning for and conducting, at least biennially, a PITC of homeless persons within the Region.	HMIS Lead as designated by Board IO
	Establish plans for ending homelessness in the Region.	Board IC

	Conduct an annual analysis including gaps of the homeless needs and services available within the Region.	Evaluations AC DAC HMIS Lead IC
	Provide information required to complete the Consolidated Plan(s) within the Region.	HMIS Lead
	Consult with ESG program recipients within the Region on the plan for allocating ESG funds as well as reporting on and evaluating the performance of ESG program recipients and sub-recipients.	Evaluations AC HMIS Lead
	Identify and apply for competitive homeless-related federal, state, and local grants, as appropriate.	Board Resources AC Collaborative Applicant IO
	Facilitate Learning Collaboratives to help assure the use of evidence-based programs and other innovations with fidelity and benefit to consumers.	FM
	Issue annual report of homelessness in the region.	Board HMIS Lead Evaluations AC IC
	Develop, as appropriate, and review solicitation responses for the RCCC and provide recommendations to the Board.	N&S AC
	Actively engage with CoC stakeholders.	Board