



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.A
Meeting Date: February 21, 2023
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Kristen Steinke, City Attorney
Item Title: **Waive the Full Text Reading of all Ordinances**

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

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.B
Meeting Date: February 21, 2023
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Joseph Ware, Finance Director
jware@lemongrove.ca.gov
Item Title: **City of Lemon Grove Payment Demands**

Recommended Action: Ratify Demands.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

City of Lemon Grove Demands Summary

Approved as Submitted:

Joseph Ware, Finance Director

For Council Meeting: 02/21/23

ACH/AP Checks 01/31/23-02/10/23 1,707,355.02

Payroll - 02/07/23 130,783.93

Total Demands 1,838,138.95

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Jan24 23	US Treasury	01/31/2023	Federal Taxes 1/24/23	25,515.75	25,515.75
ACH	Jan23	Wage Works	01/31/2023	FSA Reimbursement - Jan'23	11,816.82	11,816.82
ACH	1/22/2023 6002515448 6002515448 12/11/2022 12/1/2022 12/9/2022 12/19/2022 12/1/2022 11/30/2022 12/18/2022 12/1/2022 11/26/2022 12/7/2022 12/4/2022 3105814386 8003053006 9922059158 9922823754 9922823755 9921018733	Wells Fargo	02/02/2023	AT&T - Backup City Hall Internet- 12/23/22-1/22/23 Canon Solutions-Canon Maintenance-Copier Usage 5/27/22-8/26/22 Canon Solutions-Canon Maintenance-Copier Usage 8/27/22-11/26/22 Cox - Calsense Modem Line: 2259 Washington 12/11/22-1/10/23 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 12/1-31/22 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 12/9-1/8/23 Cox - Phone/PW Yard/2873 Skyline- 12/19/22-1/18/23 Cox - Phone/City Hall 12/1/22-12/31/22 Cox - Internet/Comm Ctr- 11/30/22-12/29/22 Cox - Copy Room Fax Line- 12/18/22-1/17/23 Cox - MainPhone/Fire 12/1/22-12/31/22 Cox - City Hall Fire Alarm 11/27/22-12/26/22 Cox - PEG Circuit Svc- 12/7/22-1/6/23 Cox - Phone/Internet/Rec Ctr/3131 School Ln- 12/4/22-1/3/23 Pitney Bowes - Postage Meter Rental 9/30/22-12/29/22 Shredit - Shredding Service 12/21/22 Verizon - Modems - Cardiac Monitors - 11/4/22-12/3/22 Verizon - City Phone Charges- 11/13/22-12/12/22 Verizon - PW Tablets- 11/13/22-12/12/22 Verizon - MDC Engine Tablets- 10/21/22-11/20/22	85.60 783.55 183.80 27.19 27.19 80.39 213.78 806.32 110.39 4.16 483.63 92.93 160.70 340.66 178.65 107.40 42.12 348.86 163.49 393.26	4,634.07
ACH	Feb 2023	Pers Health	02/02/2023	Pers Health Insurance - Feb23	56,376.78	56,376.78
ACH	Jan23	Home Depot Credit Services	02/02/2023	Home Depot Charges - Jan'23	2,003.10	2,003.10
ACH	Refill 2/1/23	Pitney Bowes Global Financial Services LLC	02/02/2023	Postage Usage 2/1/23	250.00	250.00
ACH	Dec'22	San Diego County Sheriff's Department	02/07/2023	Law Enforcement Services - Dec'22	569,096.76	569,096.76
ACH	14249883	LEAF	02/07/2023	Ricoh C3502 Copier System-PW Yard - Dec'22	138.27	138.27
ACH	4822	Yiftee, Inc	02/08/2023	Buy One Get One Gift Cards-Phase 1 Addtl Funds - ARPA	25,000.00	25,000.00
ACH	1000348499	City of San Diego	02/09/2023	Metro Sewer System FY23 - Qtr 3 - 01/01/23-03/31/23	710,558.00	710,558.00
ACH	498918	Aflac	02/09/2023	AFLAC Insurance 2/9/23	1,561.06	1,561.06
ACH	Feb7 23	Employment Development Department	02/09/2023	State Taxes 2/7/23	7,408.30	7,408.30
ACH	Jan23-CC Jan23-CC	Wells Fargo	02/10/2023	Credit Card Processing-Mo.Svc - Jan'23 Credit Card Transaction Fees- Jan'23	9.95 1,162.17	1,172.12
ACH	Dec28-Jan24 23	California Public Empl Retirement System	02/10/2023	Pers Retirement 12/28/22-01/24/23	67,227.02	67,227.02
ACH	Jan25-Feb7 23	Calpers Supplemental Income 457 Plan	02/10/2023	457 Plan 01/25/23-02/07/23	5,680.71	5,680.71
16767	7743 7748	Aguirre & Associates	02/01/2023	Vista Azul Map Check - Sep'22 Longdale Dr Street Dedication - Sep'22	632.50 545.00	1,177.50
16768	5656256538 5656264367	AutoZone, Inc.	02/01/2023	Wiper Blades/Funnel Protectant/Car Wash	46.08 14.74	60.82
16769	Jan2023	Benefit Coordinators Corporation (BCC)	02/01/2023	Dental Insurance- PPO -Jan'23	4,251.10	4,251.10
16770	295380-Dec22 295381-Dec22 295382-Dec22 295383-Dec22 295384-Dec22 295385-Dec22	Burke, William, & Sorensen, LLP	02/01/2023	08250-0001 General Dec'22 08250-0008 Dec'22 08250-0010 Dec'22 08250-0011.002 Dec'22 08250-0011.003 Dec'22 08250-0011.005 Dec'22	11,736.20 6,743.90 99.60 262.77 207.10 53.75	19,103.32
16771	2022.4531	Chen Ryan Associates Inc.	02/01/2023	Prof Svc: Connect Main St Ph 3 thru 9/30/22	10,375.00	10,375.00
16772	1000348447	City of San Diego	02/01/2023	Municipal Sewer Transportation- FY23 Q2 10/1/22-12/31/22	9,504.83	9,504.83

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
16773	4600	Clothing International, Inc	02/01/2023	Protective Clothing - PW	454.75	454.75
16774	Jan 23	Colonial Life	02/01/2023	Colonial Optional Insurance Jan-23	227.52	227.52
16775	7647 7648	D- Max Engineering Inc	02/01/2023	3450 West SWQMP Review 11/11/22-12/16/22 0 Bonita St SWQMP Review 12/1/22-12/31/22	1,540.00 945.00	2,485.00
16776	01111018	Discount Specialty Chemical	02/01/2023	Graffiti Remover	260.10	260.10
16777	Romero	Eleventh Hour Mobile Notary	02/01/2023	Notarization - 1/27/23	90.00	90.00
16778	Feb-23	Fidelity Security Life Insurance Company	02/01/2023	Vision Insurance -Feb23	609.37	609.37
16779	265589	GB Auto Service, Inc.	02/01/2023	4 Tires/Installation/Alignment - LGPW#16 '14 Ford F150	1,449.00	1,449.00
16780	SIN024885	HDL Coren & Cone	02/01/2023	Contract Services Property Tax - Jan - Mar 2023	2,481.47	2,481.47
16781	SIN024707	Hinderliter De Llamas & Associates	02/01/2023	Eco Dev Svcs - Q4 2022/Yiftee Digital Giftcard Program	9,100.00	9,100.00
16782	15590 15601 15606	Infrastructure Engineering Corporation	02/01/2023	Prof Svc: Vista Azul 12/1/22-12/31/22 Prof Svc: 1993 Dain Dr 12/1/22-12/31/22 Prof Svc: 8373 Broadway 12/1/22-12/31/22	2,812.00 148.00 1,510.00	4,470.00
16783	1793 1793	Janazz, LLC SD	02/01/2023	iPad/WiFi+Cellular for Online Agendas - Council Member Snow 8 Port Switch - PW Basement	428.92 43.00	471.92
16784	155630 155629	Knott's Pest Control, Inc.	02/01/2023	Monthly Bait Stations- Sheriff- Jan'23 Monthly Bait Stations- Treganza Park- Jan'23	60.00 60.00	120.00
16785	5487923	Mallory Safety and Supply, LLC	02/01/2023	Nitrile Gloves	175.09	175.09
16786	3010380445	Parkhouse Tire Inc	02/01/2023	Backhoe 420E- Fleet Service/Flat Repair	289.24	289.24
16787	10798	Pro-Tech Industries	02/01/2023	Wipe Towels	654.08	654.08
16788	4155	Qual Chem Corp.	02/01/2023	Graffiti Wipes	701.59	701.59
16789	32766214 32768865 32768945 32768949 32769072 32769744 32772076	RCP Block & Brick, Inc.	02/01/2023	Bulk Concrete Sand - Fire Stn Bulk Class II Road Base Bulk Class II Road Base Bulk Class II Road Base Bulk Concrete Sand Steel Tampers - PW Bulk Concrete Sand - Fire Stn	217.88 602.71 602.71 602.71 217.88 193.73 217.88	2,655.50
16790	0092668	Rick Engineering Company	02/01/2023	Prof Svc: LG Housing Element Support - Dec'22	690.00	690.00
16791	149 160 161	RXR Plumbing, Inc.	02/01/2023	Plumbing Repair - Replace Water Heater - City Hall/Sheriff Stn Plumbing Repair - Replace Water Pump - City Hall/Sheriff Stn Plumbing Repair - Replace Water Faucet - Trolley Stn Restroom	4,717.00 761.99 995.59	6,474.58
16792	Sawyer	Sawyer, Andrew	02/01/2023	Refund/Sawyer, Andrew/Deposit - Comm Ctr- 1/21/23	200.00	200.00
16793	12/21/2022 12/23/2022 12/21/2022 12/21/2022	SDG&E	02/01/2023	3225 Olive- 12/21/22-1/20/23 3410 Washington St- 12/23/22-1/24/23 3500 1/2 Main- 12/21/22-1/20/23 3601 1/2 LGA-12/21/22-1/20/23	316.33 95.73 236.09 49.92	698.07
16794	CLG-106	Smith, Kevin	02/01/2023	Service Call - AC Unit Repair/Unit #11 - City Hall	179.00	179.00
16795	6297	Spring Valley Lawn Mower Shop	02/01/2023	Saw Chain/Handle - PW/Streets	156.82	156.82
16796	121938888-0013 134561446-0001 134857406-0001 135084506-0001	Sunbelt Rentals Inc.	02/01/2023	Equip Rental - Post Shore - Senior Ctr 12/22/22-1/18/23 Propane Equip Rental - 45' Art Manlift with Jib - Holiday Ornaments Propane	127.97 15.41 573.70 28.02	745.10
16797	14097	T-Man Traffic Supply	02/01/2023	Sign Supplies/Signs - Streets	1,128.20	1,128.20
16798	STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022 STMT 12/22/2022	US Bank Corporate Payment Systems	02/01/2023	Fiber Optic Cable/Battery & Hose Clamps/Batteries Flood Light/Power Tools for E210 LCC/Registration/2023 Conf/Snow 2/1/22-2/2/22 LCC/Registration/2023 Conf/Mendoza 2/1/22-2/2/22 LCC/Registration/2023 Conf/Romero 2/1/22-2/2/22 Comm Specialist/Buffer Plan Zoom Subscription - Online Mtgs Supplies/Community Grant Program Supplies/Jones Retirement Flowers/Jones Retirement Food/Employee Recognition Job Postings/City Clerk PestEd Training/Landeros Protective Clothing - MSW LGPW#22 '03 GMC Sierra/Replace Front Bearings & Hub Assembly	182.53 921.58 625.00 625.00 625.00 36.00 93.99 58.67 674.66 160.00 935.91 704.00 195.00 176.60 1,497.51	16,594.32

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
	STMT 12/22/2022			Boots/Hard Hat/Safety Glasses	165.37	
	STMT 12/22/2022			Supplies/Trunk or Treat	17.74	
	STMT 12/22/2022			Supplies/Bonfire 12/2/22	4,778.65	
	STMT 12/22/2022			Supplies/Traffic Control Training 12/21/22	237.87	
	STMT 12/22/2022			LGPW#17 '99Ford F350 - Replace Fuel Pump/Oil Change	933.97	
	STMT 12/22/2022			LGPW#03 '00 Ford Ranger - Body Repair	1,098.14	
	STMT 12/22/2022			LGPW#20 '00 GMC 2500 - Replace Gas Pedal/Repair Electrical	660.00	
	STMT 12/22/2022			LGPW#08 '98 Ford Ranger - Install Signage	459.69	
	STMT 12/22/2022			LGPW#20 '00 GMC 2500 - Replace Throttle Body	554.06	
	STMT 12/22/2022			CSMFO Meeting/San Diego/Ware 12/8/22	40.00	
	STMT 12/22/2022			Airfare/CSMFO Conf/Sacramento/Ware 1/31/23-2/3/23	105.33	
	STMT 12/22/2022			Snacks/Training/Biohazard & Heat/PW 12/15/22	32.05	
16799	24092	Van Dermyden Makus	02/01/2023	Legal Svcs: Matter 02418 thru 12/31/22	361.08	361.08
16800	73523418	Vulcan Materials Company	02/01/2023	Asphalt	191.78	1,402.92
	73531273			Asphalt	130.68	
	73531274			Asphalt	202.16	
	73533024			Asphalt	188.33	
	73535331			Asphalt/SS1 5 Gallon Bucket	261.44	
	73535332			Asphalt	428.53	
16801-16821	***VOIDS***	***VOIDS***	02/08/2023	PRINTING ERROR	0.00	0.00
16822	Jan2023	Benefit Coordinators Corporation (BCC)	02/08/2023	Dental Insurance- PPO -Jan'23	4,132.40	4,132.40
16823	Jul-Sep 22	California Building Standards Commission	02/08/2023	BSA Fees: Jul-Sep'22	159.30	159.30
16824	2022.4828	Chen Ryan Associates Inc.	02/08/2023	Prof Svc: Connect Main St Ph 3 thru 12/31/22	852.50	17,996.00
	2022.4829			Prof Svc: Connect Main St Ph 1-2 thru 12/31/22	4,268.50	
	2022.4835			Prof Svc: Sidewalk Master Plan (Contract 2022.27) thru 12/31/22	12,875.00	
16825	1000348905	City of San Diego	02/08/2023	Fuel Services-PW: Jan'23	2,448.86	2,448.86
16826	7667	D- Max Engineering Inc	02/08/2023	D-Max Stormwater Prof Svcs 12/1/22-12/31/22	3,541.50	3,541.50
16827	221444	Dell Awards	02/08/2023	Name Plate for Lobby Portrait - Snow/Councilmember	12.93	25.86
				Name Plate for City Council Mtgs - Koch/Fire Chief	12.93	
16828	Jul-Sep22	Department of Conservation	02/08/2023	Qtrly SMIP Fees - Jul-Sep'22	332.60	332.60
16829	OSIP70318	Department of Industrial Relations	02/08/2023	Workers Comp Admin Assessment 7/1/22-6/30/23	1,848.35	1,848.35
16830	Harrington	Eleventh Hour Mobile Notary	02/08/2023	Notarization - 1/31/23	75.00	75.00
16831	12/12-15/22	EsGil, LLC	02/08/2023	75% Building Fees- 12/12/22-12/15/22	8,710.44	16,131.99
	12/19-22/22			75% Building Fees- 12/19/22-12/22/22	7,421.55	
16832	IN328325	Geotab USA, Inc.	02/08/2023	Monthly ProPlus Plan	197.50	197.50
16833	1795	Janazz, LLC SD	02/08/2023	IT Services- City Hall- Jan'23	2,500.00	2,500.00
16834	2216-02	Law Offices of Angel Ho	02/08/2023	Legal Svcs - Nov/Dec'22	9,744.00	9,744.00
16835	2/7/23	MissionSquare	02/08/2023	Deferred Compensation PPE 2/7/23	780.77	780.77
16836	10907	Project Partners, Inc	02/08/2023	Contracted Svc: Interim PW Manager/Cablay 10/11/22-10/27/22	13,910.00	32,890.00
	10958-A			Contracted Svc: Interim PW Manager/Cablay 10/31/22-11/23/22	18,980.00	
16837	INV00068272	RapidScale Inc.	02/08/2023	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 1/31/23-2/27/23	4,529.82	4,529.82
16838	19570A(10)	Rick Engineering Company	02/08/2023	Prof Svc: FY21-22 Sewer Replacement & Maint Proj(2021-24) Nov'22	4,976.50	11,394.03
	19570A(11)			Prof Svc: FY21-22 Sewer Replacement & Maint Proj(2021-24) Dec'22	6,417.53	
16839	3568860625/0223	SDG&E	02/08/2023	Electric Usage:St Light 1/1/23-1/31/23	2,448.34	6,026.79
	4154920380/0223			Electric Usage:St Light 1/1/23-1/31/23	3,578.45	
16840	8348110010123	Sparkletts	02/08/2023	PW Yard - Water	95.41	95.41
16841	14191	T-Man Traffic Supply	02/08/2023	Sign Supplies/Re-Do Concrete - Streets	218.79	218.79
16842	613	The Gavares Group	02/08/2023	City Leadership Development Team Bldg Workshop - 1/27/23	4,050.00	4,050.00
					1,707,355.02	1,707,355.02



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.C
Meeting Date: February 21, 2023
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Deborah Harrington, Interim City Clerk
dharrington@lemongrove.ca.gov
Item Title: **Approval of City Council Meeting Minutes**

Recommended Action: Approval of City Council Meeting Minutes, meeting of February 7, 2023.

Environmental Review:

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

Fiscal Impact: None.

Public Notification: None.

**MINUTES OF THE REGULAR MEETING
OF THE LEMON GROVE CITY COUNCIL
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA 91945
TUESDAY, FEBRUARY 7, 2023 at 6:00 P.M.**

*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:

Mayor Vasquez called the Regular City Council Meeting to order at 6:05 p.m.

Present:

Mayor Vasquez, Mayor Pro Tem George Gastil, Councilmember Jennifer Mendoza (6:06 pm), Councilmember Liana LeBaron and Councilmember Alysson Snow.

Absent: None

Staff Members Present:

Lydia Romero, City Manager, Elizabeth Mitchell, Deputy City Attorney, Brent Koch, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, Izzy Murguia, Public Works Director, and Deborah Harrington, Interim City Clerk.

Pledge of Allegiance:

Led by Councilmember Snow.

Changes to the Agenda:

Motion by Councilmember LeBaron to pull the List of Demands from the Consent Calendar.

Motion failed for lack of a second.

Presentation(s)

Sheriff Lt. McEvoy provided a presentation on the Sheriff's Harm Reduction Kit Program.

Mayor Vasquez made a presentation of Government Finance Officers Association Distinguished Budget Award to Finance Director Joseph Ware.

Public Comment:

Email Submitted:

- Barbara Gordon
- Joshua Klein

In-Person:

- Mark Gracyk
- John Wood
- Roberto Alvarez
- Mario Chacon
- Leonard Kottong
- Jean Duffy
- Thomas McAferty
- Laura Hook
- D.W. Donahoo
- Theresa Rosiak-Proffit

Consent Calendar:

- 1.A Waive Full Text Reading of All Ordinances on the Agenda.
- 1.B City of Lemon Grove Payment Demands
- 1.C Approval of City Council Minutes of Regular Meetings held March 1, 2022 and January 17, 2023.
- 1.D Accept the FY 2020-21 Street Rehabilitation Project as Complete (Contract No. 2021-15) and Adopt Resolution No. 2023-3925 accepting the FY 2021 Street Rehabilitation project as complete (Contract No. 2021-15).

Action: Motion by Mayor Pro Tem Gastil second by Councilmember Snow, to approve the Consent Calendar.

The motion passed by the following vote:

Ayes: Mendoza, Snow, Gastil, Vasquez

Noes: LeBaron

Absent: None

Report(s) to Council:

- 2. Award of Agreement (No. 2023-03) with Sweeping Corp of America for Street Sweeping Services

Report presented by Izzy Murguia, Public Works Director

Public Comment:

Email Submitted: None

In-Person: Jacquelyn Clark

City Council provided questions/comments of staff.

Action: Motion by Mayor Pro Tem Gastil second by Councilmember Mendoza, to adopt Resolution No. 2023-3926, awarding an agreement with Sweeping Corp of America (SCA) for street sweeping services and authorize the City Manager to execute the necessary documents.

The motion passed by the following vote:

Ayes: LeBaron, Mendoza, Snow, Gastil, Vasquez

Noes: None

Absent: None

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

Mayor Vasquez

- Met with Retirement Community
- Health Event at UCSD
- Women of Color Event
- Received Award from Community of Light
- SANDAG – noted Councilmember Mendoza designed was attend

Councilmember Snow

- League of California Cities – New Councilmember and Mayor Conference
- Met with Community Groups – CASA, Neil Sisters – CNA program
- Soroptomist – Human Trafficking
- Bay Pack Summit on Homelessness
- Chico Federation – Housing Options
- Women of Color Event

Councilmember LeBaron

- Received concerns with Fire Department Overtime

Councilmember Mendoza

- Met with Congresswoman Sara Jacobs
- Met with Jean Duff, CASA regarding Tobacco Licensing
- Lemon Grove Food Distribution
- Point in Time Homelessness Count
- League of California Cities Meeting, Transportation and Public Works
- Heartland Fire
- MTS Board Meeting
- Sandag Board Meeting

Mayor Pro Tem Gastil

- East County Economic Development Council
- MTS Nominating Committee Meeting
- Appointed to Access Advisory Committee and MTS to Sandag Regional Planning
- Sandag Regional Plan
- Martin Luther Day Parade
- Provided comments on former Councilmember Tom Clabby

City Manager Report

- League of California Cities Conference
- Point in Time Homeless Count
- Provided update on SDG&E regarding Light at Palm Street
- Railroad Crossing Lights – Street modifications required
- Update on Monterey Heights School safety signs

Adjournment

Members of the City Council provided comments and condolences regarding the passing of former Councilmember Tom Clabby.

Mayor Vasquez adjourned the meeting at 8:12 p.m. in the Memory of Tom Clabby. The next regularly scheduled City Council meeting is scheduled to be held on February 21, 2023.

Deborah A. Harrington
Interim City Clerk



LEMON GROVE SANITATION DISTRICT

DISTRICT BOARD STAFF REPORT

Item No. 1.D

Meeting Date: February 21, 2023

Submitted to: Honorable Chair and Members of the District Board

Department: Sanitation District

Staff Contact: Izzy Murguia, Public Works Director

imurguia@lemongrove.ca.gov

Item Title: **Amendment to Agreement with Harris and Associates**

Recommended Action: Adopt a resolution approving an amendment to the agreement with Harris and Associates for Five-Year Sanitation District Rate Study (No. 2021-18).

Background: On December 21, 2021, the District Board awarded an agreement with Harris and Associates (Harris) to perform the Five-Year Sanitation District Rate Study for Fiscal Years 2022-23 through 2026-27 (Study). The purpose of the Study is to evaluate the existing and anticipated wastewater cost of service and make recommendations for adjustments to the annual sewer service charges. The original timeline to complete the Study was anticipated to require six months, with completion prior to submittal of the FY 2022-23 property tax bills.

Early in the rate study process, the District decided to delay the Study for one additional year to provide sufficient time to thoroughly evaluate the proposed change in rate structure methodology for commercial customers and to allow adequate time to comply with Proposition 218 requirements. Because of this, the rates for FY 2022-23 remained unchanged from the FY 2021-22 rates. The current sewer rates are effective through June 30, 2023.

Discussion: The initial proposal for the Study assumed a six-month schedule for completion of the Scope of Services. Based on the award date of December 21, 2021, the agreed upon schedule for completion was January 1, 2022, through June 30, 2022. Section 5 of the agreement specifies that the agreement will expire one year from the

effective date of February 9, 2022, for an expiration date of February 9, 2023. The proposed schedule extends the agreement termination date to August 31, 2023, and is retroactive to February 9, 2023. This timeline provides for completion of the original Scope of Services and the Additional Scope of Services discussed herein, as well as through the submittal of the parcel tax roll to the County by August 10, 2023.

In addition to the impacts of extending the schedule mentioned above, challenges have been encountered during the rate study process requiring an additional level of effort to complete, as well as the District's request for Harris to perform new tasks to complete the Study.

A summary of the challenges and additional efforts required is listed below:

- Additional level of effort to accommodate ongoing project management activities throughout the schedule extension.
- Additional level of effort to understand Metro costs and projections under the revised method for paying Pure Water Program costs and updating the analysis to incorporate.
- Additional level of effort to “true-up” the Revenue Requirement Analysis to extend the planning period for an additional year and (1) incorporate actual financial records for FY 2021-22; (2) incorporate the FY 2022-23 budget and update future projections; (c) incorporate the updated five-year capital program; and (4) update the proposed annual sewer rate adjustments.
- Additional level of effort to address challenges encountered with the customer data regarding type of property and associated water usage.
- New tasks, including attending an additional Board meeting, supporting District staff in their conduct of a commercial customer property audit / incorporating results, and providing support as needed for public outreach/rate implementation efforts.

A detailed discussion of the Additional Scope of Services and breakdown of costs is included in Proposed Amendment 1 to the Lemon Grove Sanitation District Five-Year Sanitation District Rate Study (**Attachment A**). The amount of the proposed amendment is \$34,944 for a new total contract amount of \$114,444.

Environmental Review:

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

Fiscal Impact: The cost of the amended scope of services is \$34,944, resulting in a total agreement amount not-to-exceed \$114,444.

Public Notification: None.

Staff Recommendation: Adopt a resolution (**Attachment B**) approving an amendment to the agreement with Harris and Associates for Five-Year Sanitation District Rate Study (No. 2021-18).

Attachments:

Attachment A – Amendment 1 to the Agreement with Harris and Associates for Lemon Grove Sanitation District Five-Year Sanitation District Rate Study (No. 2021-18)

Attachment B - Resolution

FEBRUARY 9, 2023

**LEMON GROVE SANITATION DISTRICT
FIVE-YEAR SANITATION DISTRICT RATE STUDY
(CONTRACT NO. 2021-18)**

**PROPOSED AMENDMENT 1
SCOPE OF SERVICES AND COST ESTIMATE
CONTRACT SCHEDULE EXTENSION**

PURPOSE:

The purpose of the amendment is to extend the Contract Term and provide Additional Scope of Services, as discussed with District staff, and deemed necessary for the completion of the sewer rate study.

On December 21, 2022, the District Board awarded an agreement with Harris & Associates (HARRIS) to perform the Five-Year Sewer Rate Study for fiscal year (FY) 2022/23 through FY 2026/27. Early in the rate study process, the District decided to delay the study for an additional year to provide sufficient time to thoroughly evaluate the proposed change in rate structure methodology for commercial customers from a Rate per Equivalent Dwelling Unit to a volume-based rate relying on metered water records and wastewater strength characteristics, and to allow adequate time to comply with Prop 218 noticing requirements.

In addition to the impacts of extending the schedule, challenges were encountered during the rate study process requiring an additional level of effort to complete, as well as the District's request for HARRIS to perform new tasks to complete the study. HARRIS is requesting an amendment to the total contract fee for the Additional Scope of Services described herein. The proposed amendment is **\$34,944** for a new total contract amount of **\$114,444**.

A summary of the Additional Scope of Services is listed below, followed by additional detail by task starting on Page 2.

- Additional level of effort to accommodate ongoing project management activities throughout the schedule extension.
- Additional level of effort to understand Metro costs and projections under the revised method for paying Pure Water Program costs and updating the analysis to incorporate.
- Additional level of effort to “true-up” the Revenue Requirement Analysis to extend the planning period for an additional year and (1) incorporate actual financial records for FY 2021/22; (2) incorporate the FY 2022/23 budget and update future projections; (c) incorporate the updated five-year capital program; and (4) update the proposed annual sewer rate adjustments.

- Additional level of effort to address challenges encountered with the customer data regarding type of property and associated water usage.
- New tasks, including attending an additional Board meeting, supporting District staff in their conduct of a commercial customer property audit / incorporating results, and providing support as might be requested for public outreach/rate implementation efforts.

SCHEDULE EXTENSION:

The Rate Study assumed a six-month schedule for completion of the Scope of Services. Based on the award date of December 21, 2021, the agreed upon schedule for completion was January 1, 2022, through June 30, 2022. Section 5 of the Contract specifies that the agreement will expire one year from the effective date (February 9, 2022) for an expiration date of February 9, 2023. The proposed schedule extends the contract termination date to August 31, 2023. This timeline provides for completion of the original Scope of Services and the Additional Scope of Services discussed herein, as well as through the submittal of the parcel tax roll to the County by August 10, 2023.

ADDITIONAL SCOPE OF SERVICES:

A description of the additional level of effort by task to be conducted by Harris & Associated (HARRIS) is described below:

Task 1 – Project Management

Additional level of effort to perform general project coordination and administrative activities and QA/QC procedures throughout the extended schedule for completion. The original study schedule anticipated six (6) months to complete study tasks. The proposed schedule extension through August 31, 2023, adds an additional 14 months for a total 20-month schedule to complete.

Task 2 – Project Initiation Meeting and Data Collection

Additional level of effort for collection and review of updated Metro cost projections for FY 2023/24 through FY 2027/28.

Task 3 – Capital Facilities Plan Assessment

Additional level of effort to collect updated information and “true-up” the five-year capital funding strategy to accommodate the extension of the study planning period for an additional year. This includes updating the capital funding strategy to incorporate actual capital fund cash balances as of FY ending June 30, 2022, and the District’s updated five-year capital program through FY 2027/28.

Task 4 – Revenue Requirement Projections

Additional level of effort to work with the District to understand and incorporate current and future projections for Metro annual capacity and treatment costs and the Pure Water Program. This includes revising the original modeled approach for projecting Pure Water costs. The original method assumed upfront cash funding of Pure Water costs using the Pure Water reserve the District funded for this purpose. The revised approach assumes Metro will debt-finance the projects and charge annually for the costs. The District now plans to fund those annual costs by drawing down the Pure Water reserve on an annual basis.

Additional level of effort to collect updated information and “true-up” the five-year revenue requirement forecast to accommodate the extension of the study planning period for an additional year. This includes updating the analysis with actual data as of FY ending June 30, 2022, incorporating the District’s FY 2022/2023 operating budget for detail revenues and expenses, and updating future year projections and proposed rate adjustments through FY 2027/28.

Task 5 – Classification Costs – no additional work

Task 6 – Cost of Service Analysis

Additional level of effort to collect and match water usage records from the Helix Water District to the District’s sewer customers listed on the “Total Sewer Assessment Accepted to the Tax Rolls for year 2020-21” and to match the type of property for each customer to the proposed customer classes. This exercise is necessary to appropriately assign sewer system costs to customer classes and to design the proposed sewer rate structure. The additional effort is to conduct additional research and iterations of analysis to address several challenges encountered during the initial process. These include:

- Matching Helix Water District water usage records to District sewer customers (by street address). Additional research to attempt to match initially “unmatched” records.
- Discrepancies in “type of property” identified for individual customers from the various data sources. The initial assignment of commercial customers to the proposed new classes (commercial-low, commercial-medium, and commercial-high) was based on matching County use codes/description for each property. In reviewing those results, several discrepancies were found between County use codes, Helix classification of customers, and the indicated type of property based on customer name/description.

Task 7 – Rate Structure Review and Development

Minor task overrun covered by Task 8 cost savings.

Task 8 – Rate Design – no additional work

Task 9 – Prop 218 Noticing – no additional work

Task 10 – Prepare Reports and Study Deliverables – no additional work

Task 11 – Meetings and Presentations

Additional level of effort due to the schedule extension, several additional District staff meetings to discuss project status, study issues and review results; and one (1) additional District Board meeting to review draft results in advance of the Public Hearing. The original budget assumed a total of four (4) District staff review meetings and two (2) Board meetings. A total of 12 meetings (including 1 Board meeting) have been held to date, and an additional 10 meetings (including 2 Board meetings) are anticipated for a total of 22 meetings through study completion.

Task 12 – (New Task) Commercial Audit Findings Update

Based on the data issues discussed under Task 8, Harris recommended that the District conduct an audit of all commercial customers to verify the type of business and validate the assignment of each commercial property to the appropriate commercial sewer strength classification (Low, Medium, High).

This is a new task to support the District in the commercial audit and incorporate the audit findings into the customer data base for the calculation of commercial sewer bills for the property roll submittal.

Task 13 – (New Task) Public Outreach/Implementation Support

This is a new task to support District staff with questions and/or additional information to assist District staff in conducting public outreach to affected commercial property owners and/or other implementation issues that might arise in the process. The estimated cost includes a level of effort of up to 8 hours of assistance.

COST ESTIMATE:

HARRIS will provide the Additional Scope of Services based on monthly billings covering actual work performed. Bills will include labor classifications, respective rates, and hours worked. The proposed amendment is **\$34,944** for new total contract amount of **\$114,444**.

Project Task	Original Contract Amount	Proposed Amendment Amount	Total New Contract Amount
Labor Expenses:			
Task 1: Project Management	\$2,320	\$4,597	\$6,917
Task 2: Project Initiation / Data Collection	\$4,690	\$416	\$5,106
Task 3: Capital Facilities Plan Assessment	\$4,920	\$367	\$5,287
Task 4: Revenue Requirement Projections	\$7,210	\$7,078	\$14,288
Task 5: Classification of Costs	\$900	\$0	\$900
Task 6: Cost of Service Analysis	\$11,230	\$18,688	\$29,918
Task 7: Rate Structure Review / Development	\$3,240	\$473	\$3,713
Task 8: Rate Design	\$7,840	\$(753)	\$7,087
Task 9: Prop 218 Noticing	\$7,780	\$0	\$7,780
Task 10: Reports / Deliverables	\$7,820	\$0	\$7,820
Task 11: Meetings / Presentations	\$6,705	\$12,713	\$19,418
Task 12: (New) Commercial Audit Findings Update	\$0	\$4,770	\$4,770
Task 13: (New) Public Outreach / Implementation Support	\$0	\$1,440	\$1,440
Total Task Labor	\$64,655	\$49,789	\$114,444
Reimbursable Expenses ⁽¹⁾			
Report Production/Mailing	\$320	\$(320)	\$0
Total Expenses	\$320	\$(320)	\$0
Subtotal Task Fees	\$64,975	\$49,469	\$114,444
Additional Contingency	\$3,275	\$(3,275)	\$0
Option to Perform Prop 218 Mailers	\$11,250	\$(11,250)	\$0
Total Contract Amount	\$79,500	\$34,944	\$114,444

[1] Harris will not charge for reimbursable direct expenses for report production/ mailing; travel airfare, hotel, rental car etc. for three (3) planned onsite Board meetings.

ESTIMATED PROJECT SCHEDULE TO COMPLETION:

Major milestones for study completion include the following:

- Notice to Proceed: December 21, 2022
- Board Meeting #1 (Rate study presentation and Board discussion): January 17, 2023
- Rate Study Report Deliverable: March 3, 2023
- Prop 218 Notice Mailing: March 3, 2023
- Board Meeting #2 (Public hearing to introduce ordinance): April 18, 2023
- Board Meeting #3 (Second reading and adoption of ordinance): May 2, 2023
- New Rates will Take Effect: July 1, 2023
- Tax Roll Submittal to County: August 10, 2023

RESOLUTION NO. 2023 -

**A RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE
SANITATION DISTRICT, AMENDING AN AGREEMENT WITH HARRIS &
ASSOCIATES TO PERFORM THE FIVE-YEAR SANITATION DISTRICT
RATE STUDY (NO. 2021-18)**

WHEREAS, periodically, the Board of Directors adopts a financial model to analyze various costs needed to operate and manage a sanitary sewer system; and

WHEREAS, each fiscal year the rates charged per equivalent dwelling unit 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 relies on the expertise of a consulting firm that possesses expertise in completing sanitation rate studies and financial modeling plans; and

WHEREAS, on December 21, 2022, the District awarded a professional services agreement to Harris & Associates to perform a Five-Year Sanitation District Rate Study; and

WHEREAS, challenges were encountered during the rate study process requiring an additional level of effort to complete; and

WHEREAS, the District requested Harris to perform new tasks to complete the study; and

WHEREAS, the additional level of effort and new tasks require additional time to complete; and

WHEREAS, the District Board finds it in the public interest to amend and extend the professional services agreement with Harris & Associates for a project budget not to exceed \$114,444.

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

1. Amends the professional services agreement with Harris & Associates to perform a Five-Year Sanitation District Rate Study; and
2. Extends the term of the professional services agreement with Harris & Associates through August 31, 2023, retroactive to February 9, 2023; and
3. Establishes a project budget not to exceed one hundred fourteen thousand four hundred forty-three dollars (\$114,444); and
4. Authorizes the Executive Director or designee to execute the necessary documents.

PASSED AND ADOPTED on February 21, 2023, the District Board of the Lemon Grove Sanitation District of Lemon Grove, California, adopted Resolution No. 2023-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Board Chair

Attest:

Deborah Harrington, Interim District Clerk

Approved as to Form:

Kristen Steinke, District Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 1.E
Meeting Date: February 21st 2023
Submitted to: Honorable Mayor and Members of the City Council
Department: Community Development
Staff Contact: Spencer Richard, Assistant Planner
srichard@lemongrove.ca.gov

Item Title: **Approval of Final Map for Tentative Map TM0066 located West of Bonita Street and North of Alicia Lane**

Recommended Action: Adopt a resolution (**Attachment A**) approving the Final Map for Tentative Map TM0066 and authorize the City Clerk to accept the easements on the Final Map.

Background and Discussion: On June 21, 2022, the Lemon Grove City Council adopted Resolution No. 2022-3897 (**Attachment B**) approving Tentative Map TM0066 which authorized the subdivision of a 2.22-acre site into 14 single family lots and 1 private street on an existing undeveloped site with easements for public emergency access and utilities located west of Bonita Street and north of Alicia Lane, Lemon Grove, California.

Bonita Place, LLC the owner of said property, has satisfied the conditions of approval for the proposed subdivision and requests approval of the Final Map for TM0066. Performance bonds and subdivision agreements are in place to ensure that conditions of approval are met and the project is completed in the manner approved by City Council.

If adopted, the resolution (**Attachment A**) will authorize the City Clerk to execute the Final Map and accept the easements.

Environmental Review:

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

Fiscal Impact: There is no direct impact to the City’s general fund. The City will collect \$2,688.21 per housing unit in accordance with the Regional Transportation

Congestion Improvement Program (RTCIP). Additionally, the Sanitation District will receive \$3,509 per unit for connection costs.

Public Notification: None

Attachments:

Attachment A – Resolution

Attachment B – Adopted Resolution No. 2022-3897

RESOLUTION NO. 2023-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, APPROVING A FINAL MAP FOR TENTATIVE MAP TM0066

WHEREAS, On June 21, 2022, the Lemon Grove City Council adopted Resolution No. 2022-3897 approving Tentative Subdivision Map TM0066, as meeting the requirements of the City’s Subdivision Ordinance and the California Subdivision Map Act; and

WHEREAS, the Final Map for Tentative Map TM0066 attached hereto as Exhibit ‘A’ has been submitted and meets the requirements as set forth in the California Government Code section 66433, et. Seq. and is now ready for approval by the City Council; and

WHEREAS, Bonita Place LLC, as the owner of the project has paid all fees required by the conditions for processing of the Final Map; and

WHEREAS, the Manager of Development Services and the City Engineer have found said Final Map of Tract No. 0066 substantially conforms to the conditionally approved Tentative Map, as required by the California Subdivision Map Act.

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

1. The Final Map is consistent with the General Plan, the California Subdivision Map Act, and is in substantial conformance with the previously approved Tentative Map (TM0066); and
2. The Final Map for Tentative Map No. 0066 is hereby approved, and the City Clerk is authorized and directed to certify this fact on the face of the Final Map; and
3. All easements identified on the Final Map are accepted by the City of Lemon Grove; and
4. Authorizes the City Clerk to record a certified copy of this resolution.

PASSED AND ADOPTED on February 21, 2023, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2023-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Deborah Harrington, Interim City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

MAP NO.

SHEET 2 OF 5

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California County of Tulare On Dec. 08, 2022 before me, Alicia Martin, Notary Public (print name and title of the office) personally appeared Dora who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/it/they executed the instrument on the date and at the location which the party(ies) stated, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Alicia Martin (handwritten signature) PRINT NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ALICIA MARTIN, Notary Public, Commission # 2288908



PRINCIPAL COUNTY OF BUSINESS Tulare COMMISSION EXPIRES 06/14/23 COMMISSION # OF NOTARY 2288908

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California County of Tulare On Dec. 08, 2022 before me, Alicia Martin, Notary Public (print name and title of the office) personally appeared Dora who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/it/they executed the instrument on the date and at the location which the party(ies) stated, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Alicia Martin (handwritten signature) PRINT NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE ALICIA MARTIN, Notary Public, Commission # 2288908



PRINCIPAL COUNTY OF BUSINESS Tulare COMMISSION EXPIRES 06/14/23 COMMISSION # OF NOTARY 2288908

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California County of San Diego On December 9, 2021 before me, Emily Wood, Notary Public (print name and title of the office) personally appeared Arnela Schmitz who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/it/they executed the instrument on the date and at the location which the party(ies) stated, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Emily Wood (handwritten signature) PRINT NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE EMILY WOOD, Notary Public, Commission # 2274887



PRINCIPAL COUNTY OF BUSINESS San Diego COMMISSION EXPIRES 11/1/2023 COMMISSION # OF NOTARY 2274887

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

State of California County of San Diego On December 9, 2021 before me, Emily Wood, Notary Public (print name and title of the office) personally appeared Arnela Schmitz who provided to me on the basis of satisfactory evidence to be the person(s) whose name(s) I have subscribed to the within instrument and acknowledged to me that he/she/it/they executed the instrument on the date and at the location which the party(ies) stated, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

SIGNATURE Emily Wood (handwritten signature) PRINT NAME, NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE EMILY WOOD, Notary Public, Commission # 2274887



PRINCIPAL COUNTY OF BUSINESS San Diego COMMISSION EXPIRES 11/1/2023 COMMISSION # OF NOTARY 2274887

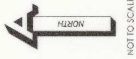
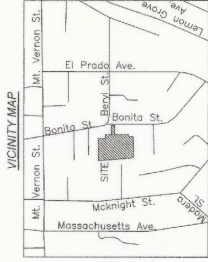
MAP NO.



TM 00-000-0066

MAP NO.

SHEET 4 OF 5

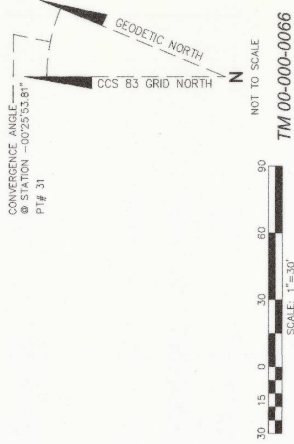


EXISTING EASEMENTS NOTES:

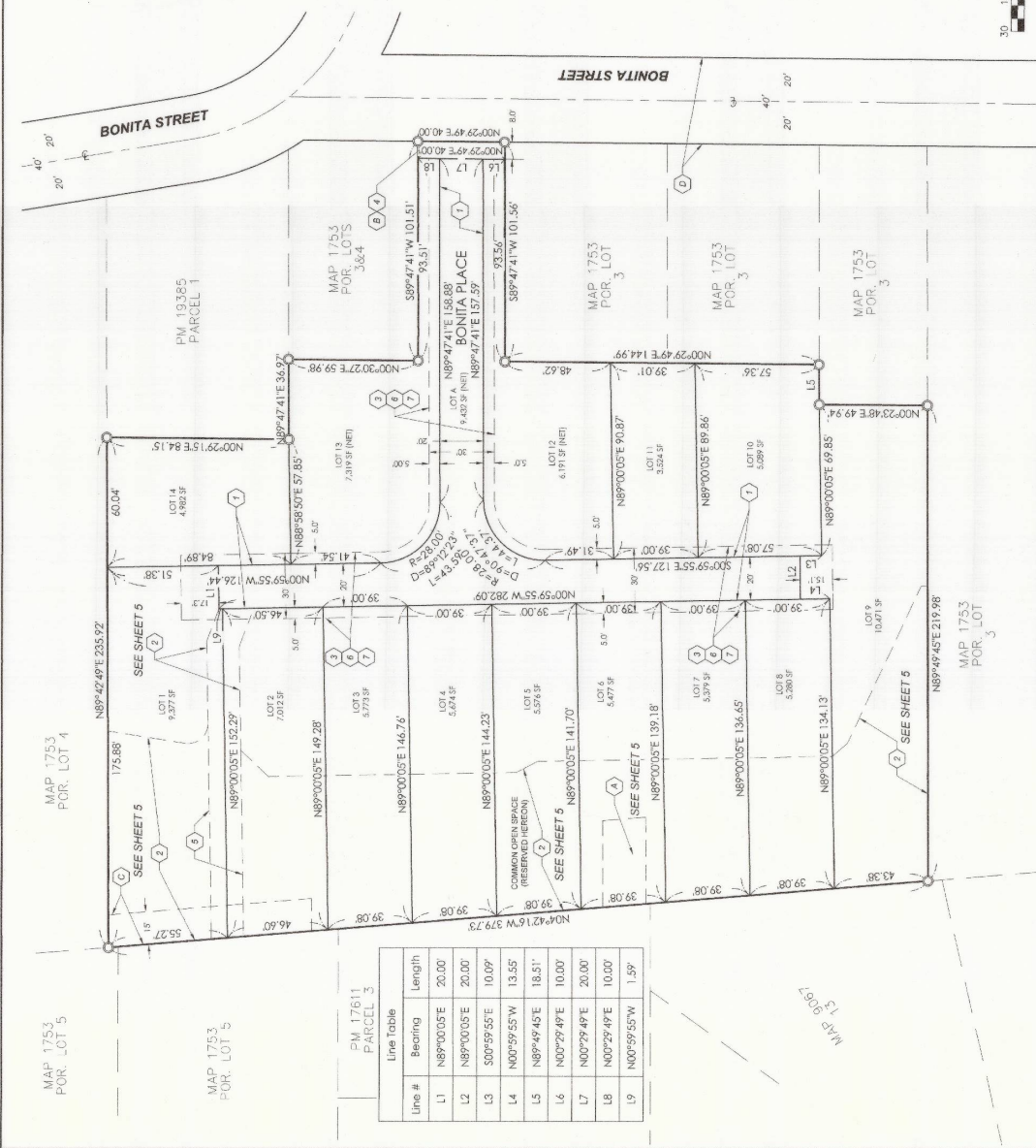
- EXISTING EASEMENTS PER TITLE REPORT BY FIRST AMERICAN TITLE COMPANY ORDER NUMBER NHC-880763 AND SHOWN HEREON.
- (A) PRIVATE DRAINAGE EASEMENT TO JAMES W. ALEXANDER RECORDED APRIL 23, 1995 AS DOC. NO. 1995-0372932.
- (B) IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC ROADWAY PURPOSES PER PH 1986.
- (C) PUBLIC SEWER EASEMENT TO THE LEMON GROVE SANITATION DISTRICT RECORDED SEPTEMBER 10, 1992 AS DOC. NO. 1992-0076294.
- (D) EASEMENT TO COUNTY OF SAN DIEGO RECORDED DECEMBER 27, 1927 IN BOOK 4768, PAGE 19 OF RECORDS (BONITA STREET).

PROPOSED EASEMENTS NOTES:

- (1) 20' WIDE PRIVATE DRIVE RESERVED HEREON. FIRE LANE FOR EMERGENCY ACCESS LOT A) GRANTED HEREON.
- (2) HOMEOWNERS ASSOCIATION MAINTAINED COMMON AREA OPEN SPACE AND DRAINAGE & NON-BUILDING EASEMENT RESERVED HEREON.
- (3) 30' WIDE PUBLIC WATER EASEMENT TO HELIX WATER DISTRICT GRANTED HEREON.
- (4) 8' WIDE EASEMENT FOR PUBLIC ROADWAY PURPOSES DEDICATED AND DRAINAGE FACILITIES AND EXCAVATION AND EMBANKMENT SLOPS BEYOND THE LIMITS OF SAID RIGHT-OF-WAY.
- (5) 15' WIDE ACCESS EASEMENT TO THE LEMON GROVE SANITATION DISTRICT TO BE MAINTAINED BY HOMEOWNERS ASSOCIATION MAINTAINED PRIVATE SEWER EASEMENT RESERVED HEREON.
- (6) 30' WIDE ACCESS EASEMENT TO THE LEMON GROVE SANITATION DISTRICT GRANTED HEREON.
- (7) 30' WIDE HOMEOWNERS ASSOCIATION MAINTAINED PRIVATE SEWER EASEMENT RESERVED HEREON.



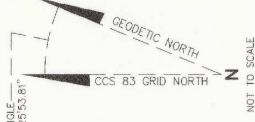
TM 00-000-0066



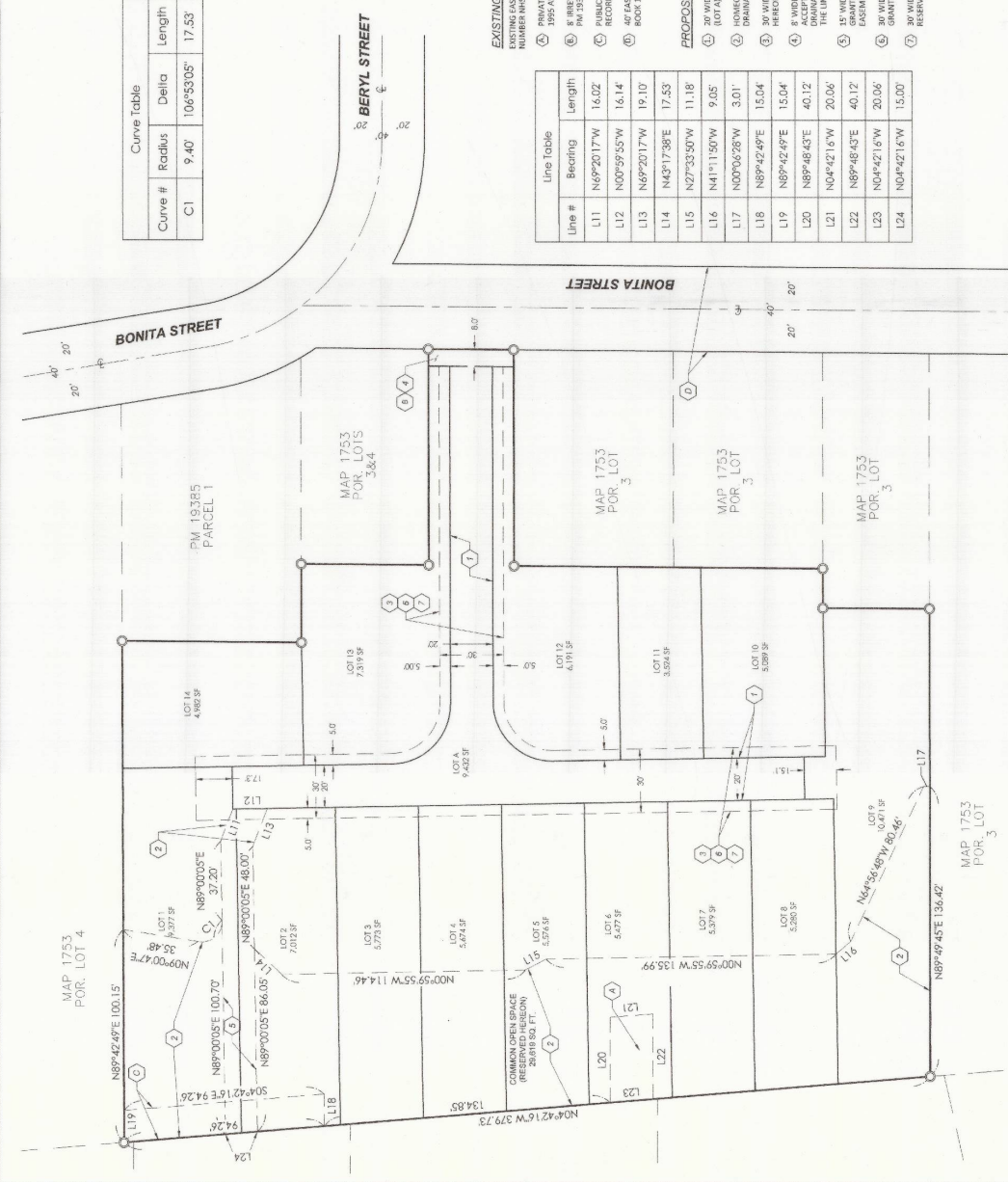
Line #	Bearing	Length
L1	N89°00'05"E	20.00'
L2	N89°00'05"E	20.00'
L3	S09°59'55"E	10.00'
L4	N00°59'55"W	13.55'
L5	N89°49'45"E	18.51'
L6	N00°29'49"E	10.00'
L7	N00°29'49"E	20.00'
L8	N00°29'49"E	10.00'
L9	N00°59'55"W	1.59'

MAP NO.

SHEET 5 OF 6



Curve #	Radius	Delta	Length
C1	9.40'	106°53'05"	17.53'



- EXISTING EASEMENTS NOTES:**
- EXISTING EASEMENTS PER TITLE REPORT BY FIRST AMERICAN TITLE COMPANY ORDER NUMBER HMC-80735 AND SHOWN HEREON.
 - PRIVATE DRAINAGE EASEMENT TO JAMES W. ALEXANDER RECORDED APRIL 25, 1997 AS DOC. NO. 1997-06712521.
 - IN PERSONAL OFFER OF DEDICATION FOR PUBLIC ROADWAY PURPOSES PER 1997 AS DOC. NO. 1997-06712521.
 - PUBLIC UTILITY EASEMENT TO THE LEMON GROVE SANITATION DISTRICT RECORDED SEPTEMBER 10, 1992 AS DOC. NO. 1992-057024.
 - AC EASEMENT TO COUNTY OF SAN DIEGO RECORDED DECEMBER 27, 1987 IN BOOK 1480, PAGE 95 OF DEEDS (BONITA STREET).

- PROPOSED EASEMENTS NOTES:**
- 30' WIDE PRIVATE DRIVE RESERVED HEREON. FIRE LANE FOR EMERGENCY ACCESS LOT 41 GRANTED HEREON.
 - HOMEOWNERS ASSOCIATION MAINTAINED COMMON AREA OPEN SPACE AND DRAINAGE & NON-BUILDING EASEMENT RESERVED HEREON.
 - 30' WIDE PUBLIC WATER EASEMENT TO HELIX WATER DISTRICT GRANTED HEREON.
 - 8' WIDE EASEMENT FOR PUBLIC ROADWAY PURPOSES DEDICATED AND ACCEPTED HEREON, EXCLUDING THE RIGHT TO EXTEND AND MAINTAIN THE LIMITS OF SAID RIGHT-OF-WAY.
 - 15' WIDE ACCESS EASEMENT TO THE LEMON GROVE SANITATION DISTRICT GRANTED HEREON. HOMEOWNERS ASSOCIATION MAINTAINED PRIVATE SEWER EASEMENT RESERVED HEREON.
 - 30' WIDE ACCESS EASEMENT TO THE LEMON GROVE SANITATION DISTRICT RESERVED HEREON.
 - 30' WIDE HOMEOWNERS ASSOCIATION MAINTAINED PRIVATE SEWER EASEMENT RESERVED HEREON.

Line #	Bearing	Length
L11	N69°20'17"W	16.02'
L12	N00°59'25"W	16.14'
L13	N69°20'17"W	19.10'
L14	N43°17'38"E	17.53'
L15	N27°33'30"W	11.18'
L16	N41°11'30"W	9.05'
L17	N00°06'28"W	3.01'
L18	N89°42'49"E	15.04'
L19	N89°42'49"E	15.04'
L20	N89°48'43"E	40.12'
L21	N04°42'16"W	20.06'
L22	N89°48'43"E	40.12'
L23	N04°42'16"W	20.06'
L24	N04°42'16"W	15.00'



TM 00-000-0066

RESOLUTION NO. 2022-3897

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, APPROVING TENTATIVE MAP TMO-000-0066; AUTHORIZING THE SUBDIVISION OF A 2.22-ACRE PARCEL INTO 14 SINGLE FAMILY RESIDENTIAL DWELLING UNITS AND 1 PRIVATE STREET ON AN EXISTING UNDEVELOPED SITE LOCATED WEST OF BONITA STREET AND NORTH OF ALICIA LANE, LEMON GROVE, CALIFORNIA.

WHEREAS, on May 24, 2021 Drew Lambert, property owner (Bonita Place, LLC), filed Planned Development Permit No. PDP-210-0002 and Tentative Map TMO-000-0066; authorizing the subdivision of a 2.22-acre parcel into 14 single family residential dwelling units and 1 private street located west of Bonita Street and north of Alicia Lane, Lemon Grove, California (APNs:479-501-35-00 and 479-501-36-00) in the Residential Low Medium (RLM) zone; and

WHEREAS, Notice of the Public Hearing was given in compliance with Lemon Grove Section 17.28.020(F). On June 9th 2022, the Notice of Public Hearing for PDP-210-0002 and TMO-000-0066 was posted to the City website, posted at City Hall, and mailed to all property owners within 500 feet of the subject property; and

WHEREAS, on April 25, 2022, a public hearing was duly noticed and held by the Planning Commission and the Planning Commission recommended that the City Council approve Tentative Map TMO-000-0066 and PDP-210-0002 with no changes to the proposed project; and

WHEREAS, the City Council is also considering Planned Development Permit No. PDP-210-0002 associated with this Tentative Subdivision Map (TMO-000-0066); and

WHEREAS, the City has found the proposed Tentative Map and Planned Development Permit to be categorically exempt from the environmental review requirements of the California Environmental Quality Act Guidelines (Section 15332, In-Fill Development Projects); and

WHEREAS, the City Council has considered said Tentative Map and recommendations of the Community Development Department, City Engineer, and the Heartland Fire with respect thereto and has determined that the conditions hereinafter enumerated are necessary to insure that the subdivision and the improvements thereof

will conform to all ordinances, plans rules, standards and improvement and design standards of the City of Lemon Grove; and

***WHEREAS,** the City Council finds that the tentative map complies with the findings of fact required to approve this project pursuant to Development Code Section 16.16.400 as follows:*

- 1. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the property has no environmentally protected resources; and*
- 2. The proposed Tentative Subdivision Map (TMO-000-0066) is consistent with the Residential Low Medium land use designation density; and*
- 3. The site is physically suitable for the proposed density of development because public utilities will be available to serve the proposed density; and*
- 4. The design of the subdivision or the type of improvements will not cause serious public health problems because public services (e.g., sewer, water, gas, and electricity) will be provided to the subdivision; and*
- 5. The design of the subdivision or type of improvements do not conflict with easements, acquired by the public at large, for access through, or use of property within the proposed subdivision as defined under Section 66474 of the Government Code, State of California; and*
- 6. The Planning Commission finds that the subdivision conforms fully to the requirements of the Subdivision Ordinance and the Municipal Code and that the subdivision is consistent with the purpose and spirit of the Subdivision Map Act and Subdivision Ordinance; and*
- 7. The design and improvements of the proposed subdivision map complies with the requirements of the State Subdivision Map Act and the Subdivision Ordinance; and*

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

***SECTION 1.** Approve Tentative Map TMO-000-0066 in conjunction with Planned Development Permit No. PDP-210-0002 and the grading, landscape, and architectural plans received on May 24, 2021 (incorporated herein by reference as*

Exhibit A), except as noted herein. This approval authorizes the subdivision of a 2.22-acre parcel into 14 single family residential dwelling units and 1 private street on an existing undeveloped lot located west of Bonita Street and north of Alicia Lane, Lemon Grove, California. Except as amended, the approval of this project shall be subject to the following conditions:

NO PARCEL SHOWN ON THIS APPROVED TENTATIVE SUBDIVISION MAP SHALL BE LEASED, SOLD, CONVEYED, OR TRANSFERRED, UNLESS AND UNTIL A SUBDIVISION MAP APPROVED BY THE CITY ENGINEER HAS BEEN FILED IN THE OFFICE OF THE COUNTY RECORDER.

A. Within five days of approval, the sub divider/applicant shall comply with the following:

- 1. Submit the appropriate payment for the CEQA filing fee and County Clerk Processing Fee (Categorical Exemption).*
- 2. Pay all outstanding fees for City permits related to this project.*

B. Prior to the recordation of the final map:

- 3. Obtain approval of all required discretionary permits Planned Development Permit No. PDP-210-0002.*
- 4. The applicant shall execute a covenant agreeing not to oppose the formation of future utility undergrounding districts that may affect this property.*
- 5. Pay \$120 for the preparation and recordation of each document as required for the subject permit.*
- 6. A secured agreement to construct the public improvements shall be required prior to either recordation of the final map or building permitting. A cost estimate for work proposed within the public right of way shall be submitted with the plans. Subsequent to approval of the cost estimate, the City will prepare the improvement agreement for signature by the owner. A security equal to the approved cost estimates shall be posted with the public improvement agreement.*
- 7. In order to provide permanent access for sanitation maintenance vehicles, a permanent easement for right of entry must be granted to the Lemon Grove Sanitation District for both the upper and lower portion of the lot. This right of entry easement must be shown on the final map.*

8. *The design and area of all lots and the design of the final map shall be in substantial conformance to that shown on the approved tentative map to the satisfaction of the Community Development Manager.*
9. *The subdivider shall submit a title report for the property no more than 60 days in advance of the recordation of the Final Map to the City Engineer for review. The final map shall identify any easements indicated within the Title Report.*
10. *A Homeowner's Association (HOA) shall be created to manage the Covenants, Conditions and Restrictions (CC&Rs). Said CC&Rs shall be submitted to the City for review and shall be written to the satisfaction of the Community Development Manager and the City Engineer. The CC&Rs shall include the requirements of the Storm Water Quality Management Plan (SWQMP) approved for this project to the satisfaction of the Water Quality Program Coordinator, City Engineer and Community Development Manager and all other HOA requirements and shall be recorded concurrent with the final map and shall include but not limited to:*
 - i. *Best Management Practices (BMP's) and a Private Driveway and Drainage Maintenance Agreement. The maintenance and the preservation of the drainage facilities shall be included in the CC&Rs. The Developer, Current and Future Property Owners shall adhere to the recommendations of the Water Quality Documents and CC&Rs approved for this project.*
 - ii. *The HOA shall provide on-going maintenance of landscaping and irrigation of planting areas, parkways, and open space areas. The CC&Rs shall show private on-grade open space areas (near individual units) and designate unit responsibilities for maintenance.*
 - iii. *Immediate removal of graffiti is required.*
 - iv. *All garage doors shall be automatic roll-up type doors and equipped with remote control devices.*
 - v. *All landscaping and other exterior site improvements on-site shall be well maintained at all times in substantially the same condition as approved in accordance with the approved site and landscape plans.*
 - vi. *Requirements to maintain the drainage facilities and any access easements (where they occur) on the property.*

- vii. *Submit a Final Storm Water Quality Management Plan (SWQMP) consistent with the site plan and approved preliminary SWQMP. Final SWQMP must address all applicable comments from Water Quality Coordinator dated June 21, 2021 and meet all required City of Lemon Grove Jurisdictional Runoff Management Plan (JRMP) and BMP Design Manual.*
- viii. *Funding of the long term maintenance of the all facilities required by the Water Quality documents shall be included in the annual HOA budget.*
- ix. *A long-term operation and maintenance program (OMP) will be a requirement and the responsibility of the Homeowners' Association (HOA) to maintain. Funding for the program is required to be accounted for in the annual budget of the HOA.*
- x. *Routine maintenance of all mechanical ventilation, heating and cooling equipment is required to ensure adequate air quality is achieved.*
- 11. *The Declaration of Conditions, Covenants, and Restrictions (CC&Rs) shall clearly establish the responsibilities of the home owners with regard to the continuing maintenance and preservation of the buildings, driveways, private street and drainage facilities (where they occur), slopes, landscaping and irrigation. Said Conditions, Covenants and Restrictions shall specifically limit the number of dwelling units to 14 units and 1 private street to be built on the site, shall give the City the right but not the duty to enter the premises to do maintenance and levy assessments if the home owners fail or refuse to maintain said facilities, and shall prohibit amendments to the CC&Rs without express written consent of the City.*
- 12. *The sub divider shall provide the City Engineer with two reproducible Mylar copies of the final map for recordation.*
- 13. *Vacate existing 60' public Drainage easement and existing Open Space and Non-building covenant easement.*

C. Prior to Issuance of a Grading and/or Public Improvement Permit, and/or during Grading Activities, the Applicant shall comply with the following:

- 1. *Per Municipal Code Section 12.10.050 a minimum 56-foot right-of-way is required on Bonita Street and requires a 28-foot minimum centerline to property*

line dimension. Based on a review of the Assessor's Map an 8.0' irrevocable offer to dedicate exists, and an 8-foot dedication is required on Bonita Street.

2. *Per Lemon Grove Municipal Code Section 12.10.060, up to one half of the public street ultimate right-of-way abutting the subject property shall be improved with public street improvements for the entire length of the subject property abutting the public street so as to meet the current city adopted standards. This will require the submittal of improvement plans and associated documents to the Engineering Division for review, approval and issuance of an Improvement Permit. Should the existing street improvements meet current standards, be in a condition satisfactory to the City Engineer, the City Engineer may waive this requirement, or portions thereof.*
3. *The property owner(s) shall furnish all of the following to the engineering division upon applying for a permit to construct public street improvements:*
 - i. *A street improvement plan prepared by a civil engineer registered in the state of California;*
 - ii. *An erosion control plan prepared by a civil engineer or landscape architect registered in the state of California;*
 - iii. *A landscape and irrigation plan prepared by a landscape architect registered in the state of California;*
 - iv. *Engineering review fees for the construction permit as described in Section 12.10.070.*
4. *Propose public improvements, consistent with the City of Lemon Grove General Plan, Mobility Element, found to be lacking or in substandard condition at the time of construction and include:*
 - i. *5.0' sidewalk curb and gutter per SDRSD (N) on Bonita Street*
 - ii. *1-driveway cut per SDRSD G-14, G-15, G-16*
 - iii. *Street trees, and parkway landscaping (to be privately maintained)*
 - iv. *Pavement rehabilitation, crack and pothole repair up to Bonita Street centerline, as determined necessary by the City Engineer*
 - v. *Street and/or curb striping/restriping (as required)*
 - vi. *Utility services necessary to serve the project*
 - vii. *Pay an in-lieu fee or slurry seal Bonita Street from Beryl Street to Alicia Lane.*

5. *Structural pavement section for any required public right-of-way improvements shall be able to withstand a 75,000lb load, and be designed by a geotechnical Engineer, and to the satisfaction of the City Engineer.*
6. *An agreement to improve or install improvements which are to be located in the public right-of-way and/or private easements is required. The applicant shall post a good and sufficient improvement security with the City comprised of a cash deposit or a combination of cash deposit and corporate surety bond of a surety authorized to do business in the state. The estimated cost of the work shall be determined by the city engineer after reviewing the civil engineer's estimates.*
7. *Per LGMC 16.12.240 (C): All new and existing utility distribution facilities, including cable television lines, within the boundaries of any new subdivision or within any half street abutting a new subdivision shall be placed underground. The subdivider is responsible for complying with the requirements of this subsection, and shall make the necessary arrangements for the installation of such facilities. Transformers, terminal boxes, meter cabinets, pedestals, concealed ducts, and other facilities necessarily appurtenant to such underground utilities and street lighting systems may be placed above ground.*
8. *An Encroachment, Maintenance, and Removal Agreement (EMRA) will be required prior to the Improvement Permit issuance. The EMRA will mandate the responsibility of the property owner to maintain any proposed private improvements, utilities, or other miscellaneous facilities, landscape and irrigation within the public right-of-way (or public easements), and removals as required by the City.*
9. *A private drainage maintenance agreement shall be required for the maintenance of the proposed 24" storm drain in perpetuity.*
10. *A letter of permission shall be required for all temporary construction areas, grading and any permanent construction (brow ditches, walls, etc.) on a neighboring property from the property Owner. The letter, authorizing specific work to be done, shall be required prior to approval of the grading and improvement permit.*
11. *Prior to the issuance of a permit, a Covenant Not-to-Oppose the formation of a future street improvement district shall be required.*

12. *Prior to the issuance of a permit, a Covenant Not-to-Oppose the formation of a future street undergrounding district shall be required.*
13. *All existing survey monuments shall be shown on the grading and public improvement plans. Prior to permit issuance, the Applicant, or Permittee shall retain the service of a professional Land Surveyor, L.S., or Civil Engineer authorized to practice Land Surveying who will be responsible for monument preservation and shall provide a corner record or record of survey to the County Surveyor as required by the Land Surveyors Act, if applicable (Section 8771 of the Business and Professions Code of the State of California).*
14. *All existing and proposed easements, public and private shall be shown on the grading and public improvement plans.*
15. *Maintain and show on the Grading and Public Improvement plans all "Sight zones". Sight Zones are triangular areas formed by a line drawn between points twenty feet from the intersecting property lines of a corner lot's street sides, within which no building may be built, nor may any fence, wall or other obstruction exceed three and one-half feet in height or in conformance with the current Highway Design Manual approved by the city council at the time of development approval. For private road, driveway entrances, a 10-foot Sight Zone triangles shall also be maintained at the site driveway entrance (begin behind property line).*
16. *Submit an application to the Lemon Grove Sanitation District for the addition of sewer discharge to the public sewer system.*
17. *Sewer system shall be designated and maintained as private, not public. A sewer maintenance agreement shall be submitted for the future repair and rehabilitation of the proposed private sewer connection. The City will provide the template for the agreement.*
18. *All lots with a finish pad elevation located below the elevation of the next upstream manhole cover of the public sewer shall be protected from backflow of sewage by installing and maintaining an approved type backwater valve, per the latest adopted California Plumbing Code.*
19. *On-site drainage system shall be designated and maintained as private. A Storm Water Facilities Maintenance Agreement (SWFMA) shall be submitted for the future repair, rehabilitation of the proposed private drainage and private storm*

water treatment facilities. The applicant shall be responsible for providing applicable exhibits and operations and maintenance tables. The City will provide the template(s) for the agreement(s).

- 20. The installation of water, sewer, storm, gas, electric, communications, and any other underground utility shall take place prior to the installations of public curb, gutter, and sidewalk, and surfacing, or resurfacing of streets.*
- 21. Submit an application(s) to be included into the Lemon Grove Lighting District. The property owner(s) will be assessed annually.*
- 22. Per Lemon Grove Municipal Code (LGMC) Section 18.08.070, obtain a grading permit. Grading plans shall be prepared and submitted with the grading permit application in accordance with the City engineering standards and the requirements of the city engineer. All grading plans shall be signed by a registered civil engineer and by the soil engineer.*
- 23. No grading permit shall be issued for grading unless the applicant shall first post a security with the City comprised of a cash deposit or a combination of cash deposit and corporate surety bond of a surety authorized to do business in the state.*
- 24. All grading permit fees and deposits shall be paid and all actions necessary preceding issuance of the grading permit shall be completed.*
- 25. All grading shall be in conformance with Geotechnical recommendations, and Lemon Grove Municipal Code (LGMC) Chapter 18.08 Excavation and Grading, Article III Design Standards.*
- 26. Concrete or Masonry Walls that measure more than 4' from bottom of footing to the top of the retaining wall; and/or support a surcharge require a separate building permit. Submit Retaining Wall plans with Building Permit Application and fees to the City of Lemon Grove Building Department.*
- 27. At the time of Grading and Public Right-of-Way Permit approval, improvements within the project frontage shall comply with the requirements of Lemon Grove Ordinance 381, regarding pavement cuts, for underground utilities in all new, reconstructed, or resurfaced city roadway within three years following Pavement Treatment Project by the City.*
- 28. Safety fencing shall be required at the top of retaining walls, and slopes and shall be shown on all Grading Plans where appropriate.*

29. Geotechnical

- i. All recommendations from a Geotechnical Engineer's investigations, reports, letters and addendums shall be adhered to.*
 - ii. A list of all applicable reports shall be listed under a Grading & Geotechnical Specifications notes on the title sheet of the Grading plans, and shall be signed by a licensed Geotechnical, or Soil's Engineer.*
 - iii. Pavement sections for public streets and fire access routes are required. Recommendations shall include section thicknesses, compaction efforts, etc. and state that the pavement design shall be able to withstand the 75,000 pound load of a fire engine. Recommendations made by the Geotechnical Engineer shall be implemented in the grading and/or improvement plans and installed at the expense of the applicant/owner.*
 - iv. Recommendations regarding the design of pervious/permeable pavements are required (if applicable).*
 - v. Specifications for subsurface drainage (at pervious pavements, walls, etc.) are required as applicable.*
 - vi. Recommendations regarding the project site's ability to infiltrate, and recommendations on the use of impermeable liners are required.*
- 30. Submit for Traffic Control Permit for work affecting traffic within the right-of-way on Bonita Street.*
- 31. Separately submit, and obtain current approval from the Helix Water District. A signature/date within a signature block on the final Grading and Public Improvement Plan will be required.*
- 32. Obtain approval from the Heartland Fire & Rescue. A signature/date within a signature block on the final Grading and Public Improvement Plan will be required.*
- 33. Provide a copy of a Will Serve letter from each serving agency.*
- 34. Comply with the requirements of Lemon Grove Municipal Code (LGMC) Chapter 13.32, Construction and Demolition Debris Diversion Deposit Program.*
- 35. Per the City of Lemon Grove Plan Grading Plan Submittal Checklist: Applicants for all Grading and Improvement projects are required to submit and an Erosion control Plan, and minimum BMP Requirement notes AND:*

- WPCP \geq 5,000 SF

SWPPP > 1 acre

D. Prior to Issuance of a Building Permit:

- 1. Provide a Certification letter signed by the Civil engineer reporting that the site is graded in conformance with the approved grading plan, as modified or amended by any construction changes approved by the city engineer, and which specifically states the following items were performed under his or her supervision, and are shown correctly on the as-graded drawings:
 - i. Staking of line and grade for all engineered drainage devices and retaining walls (rough and final grading);*
 - ii. Staking of property corners for proper building and slope location (rough grading);*
 - iii. Location of permanent walls or structure on property corners or property lines;*
 - iv. Location and slope ratio of all manufactured slopes;*
 - v. Construction of earthen berms and positive building pad drainage.**
- 2. Soil's Engineer of record shall prepare and submit a final soils engineering report prepared by the soil's engineer, as required per LGMC 18.08.83; Section A.2.*
- 3. All new dry utility distribution facilities within the boundaries of the proposed project shall be placed underground. If not completed, provide evidence of coordination and/or service requests for all dry utility agencies.*
- 4. Onsite private sewer shall be in compliance with the California Plumbing Code, Chapter 7, Sanitary Drainage, and/or conform to the requirements of the Standard Specifications for Public Works Construction (2018), and the San Diego Area Regional Standard Drawings.*
- 5. On the Precise Grading Plan/Plot Plan Demonstrate required accessible path(s) of travel (POT), and ADA parking shown on the Site Plan meets the requirements for accessibility. Show slopes and/or elevations. Show details of all accessible signage required per 2022 California Building Code.*
- 6. Provide signage or striping indicating no parking shall be allowed along the curb on the private street (20' private street).*
- 7. Pay sewer fees.*

- E. This approval of this tentative map will expire two years from the date of approval. The final map or maps conforming to this conditionally approved tentative map*

shall be filed with the Community Development Manager in time so that he/she may approve the map before this approval expires unless prior to that date the Community Development Manager subsequently grants a one-year time extension for obtaining such approval of said final map or maps as provided by the City Subdivision Ordinance.

- F. The sub divider shall indemnify, protect, defend, and hold harmless, the City and any agency thereof, and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees, or agents to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project, City shall promptly notify the applicant/sub divider of any claim, action, or proceeding brought within this time period, and City shall further cooperate fully. If the City fails to promptly notify the applicant/sub divider of any such claim, action, or proceeding, or fails to cooperate fully in the defense, the applicant/sub divider shall not thereafter be responsible to indemnify, defense, protect or hold harmless the City, any agency or instrumentality thereof, or any of its officers, employees, or agents.*

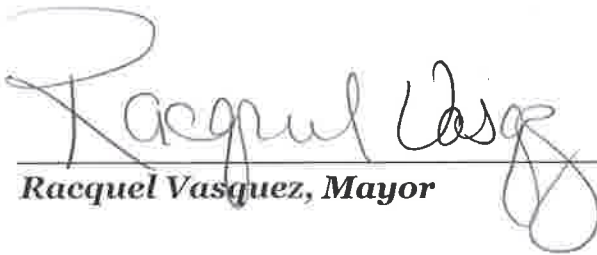
PASSED AND ADOPTED on June 21st, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-3897, passed by the following vote:

AYES: Vasquez, Jones, Mendoza, Lebaron.

NOES: NONE.

ABSENT: NONE.

ABSTAIN: Gastil.


Racquel Vasquez, Mayor

Attest:


Audrey Malone, City Clerk

Approved as to Form:


Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 2

Meeting Date: February 21, 2023

Submitted to: Honorable Mayor and Members of the City Council

Department: City Manager's Office

Staff Contact: Lydia Romero, City Manager

Item Title: Shop Local Digital Gift Card Program – Phase 2

Recommended Action: Adopt resolution extending the contract with Yiftee, Inc., Hinderliter, de Llamas and Associates, Inc. (HDL), East County Chamber of Commerce and allocate an additional \$150,000 from American Rescue Plan Act (ARPA) funds for the purpose of continuing the digital gift card program to support local businesses.

Background and Discussion:

At the November 1, 2022 City Council meeting, the City Council approved a Shop Local program that featured a Digital Gift Card Program that focused on getting customers into local businesses while helping to stimulate the local economy. The Lemon Grove Shop Local - Digital Gift Card Program launched right before the Thanksgiving holiday in time for the holiday shopping season. As of Monday, February 13, 2023, the program lists 22 local businesses participating in the program; the monetary value of the digital gift cards purchased, including the buy one get one (BOGO) free promotion is \$189,350. Of that amount the redemption value is \$122,200, this is direct dollars going to the participating merchants.

Due to the success of the program, the original allocation of funds is nearly expended. Staff is requesting to continue this program and that the City Council allocate an additional \$150,000 to the gift card program. Staff also would like direction on phase 2 of the program; should the city continue the current BOGO promotion or should phase 2 lower the BOGO threshold to a percentage of the value purchased? As an example, a gift card is purchased for \$100 and the program would provide a free \$50 gift card for a combined \$150 for dollars to be spent locally. Does the City Council want to cap the number of cards purchased in any of the categories? As an example, there will be 250 gift cards available in the \$150 dollar amounts. Does the Council want to reconsider the number of gift cards that can be purchased, perhaps dropping from 2 to 1 card that will get the BOGO.

The partnership of the "Shop Lemon Grove" campaign with HdL and the East County Chamber of Commerce has been extremely essential to its success. The expertise in

marketing and program assistance with analytics and merchant interaction is necessary to the execution of the program. Staff would like to extend the contractual assistance of both HDL and East County Chamber of Commerce for phase 2 of the program.

Environmental Review:

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

Fiscal Impact: There will be no expenditure of General Fund dollars. The funds for the program will come from ARPA funds received by the City, these funds can be used to support small businesses located within Lemon Grove.

Public Notification: None

Staff Recommendation:

Attachments: Attachment A – Resolution Adopt resolution extending the Shop Local Digital Gift Card Program including all the components to implement the program

Attachment B – November 1, 2022 staff report

RESOLUTION NO. 2023-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA CONTINUING THE SHOP LOCAL DIGITAL GIFT CARD PROGRAM TO SUPPORT LOCAL MERCHANTS IN LEMON GROVE

WHEREAS, the COVID-19 pandemic has resulted in numerous detrimental impacts on a global scale and include national, regional, and local impacts;

WHEREAS, the Lemon Grove business community have experienced these impacts;

WHEREAS, the Lemon Grove City Council seeks ways to assist the Lemon Grove small business community in their recovery from the impact of the pandemic;

WHEREAS, the pilot program is proven successful in meeting its goals; and

WHEREAS, the City Council would like to continue this program by appropriating an additional \$150,000 in American Rescue Plan Act funds, as well as continue the contracts with Yiftee, HDL and the East County Chamber of Commerce to stimulate the local economy and assist small businesses in recovery from the COVID-19 pandemic.

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

SECTION 1. The City Council does hereby declare that the recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. The City Council hereby appropriates \$150,000 in American Rescue Plan Act funds for purposes of carrying out a pilot digital gift card program to support local small businesses in Lemon Grove.

SECTION 3. The City Council does hereby authorize the City Manager to sign an amendment to the previously approved Professional Services Agreement with Yiftee, Inc., to provide the community with a digital gift card program.

SECTION 4. The City Council does hereby authorize the City Manager to extend the contract with HdL Companies to assist in marketing, advertising, and other support services to continue the digital gift card program, that does not exceed the city mangers contracting authority.

SECTION 5. Furthermore, the City Council does hereby authorize the City Manager to extend the agreement with the East County Chamber of Commerce to assist in marketing, outreach and other support services to implement the digital gift card program.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California, hereby adopts the Lemon Grove Governance Manual.

PASSED AND ADOPTED on _____, 2023, the City Council of the City of Lemon Grove, California, adopted Resolution No. _____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Deborah Harrington, Interim City Clerk

Approved as to Form:

Kristen Steinke, City Attorney



CITY OF LEMON GROVE

CITY COUNCIL STAFF REPORT

Item No. 3.
Meeting Date: November 1, 2022
Submitted to: Honorable Mayor and Members of the City Council
Department: City Manager's Office
Staff Contact: Lydia Romero, City Manager; lromero@lemongrove.ca.gov
Item Title: Shop Local Digital Gift Card Program

Recommended Action: Adopt a resolution (**Attachment A**) approving a contract with Hinderliter, de Llamas and Associates, Inc. (HDL); a contract with Yiftee, Inc. for the development of the gift card program, and allocate \$150,000 from American Rescue Plan Act (ARPA) funds for the purpose of implementing a strategy to support local businesses with a shop local digital gift card program.

Background: The COVID-19 pandemic has had numerous negative impacts on communities, and one of the hardest hit sectors has been small businesses. Many such businesses have experienced significant financial strains due to the shutdowns, labor shortages, and supply chain inflation costs. Small businesses make up over 99% of businesses in the nation and account for 60 million jobs. Due to the pandemic, over 200,000 of those businesses closed their doors permanently in 2020 and that number continues to rise two years later. In Lemon Grove, small businesses account for a super majority of businesses in town.

Discussion: Small businesses in Lemon Grove continue to struggle two years after the pandemic began and are now dealing with rising inflation. Our businesses depend on local foot traffic to be successful, and the pandemic has been especially hard on our community due to its economically, disadvantaged status. It may take years for the small business sector to recover, as it did from the 2008-09 recession. The Digital Gift Card Program is an innovative way to stimulate local consumer spending, thereby supporting locally owned small and independently owned businesses in Lemon Grove. When dollars are spent locally, most are reinvested in the local community in the form of jobs and taxes. The JHDL/Yiftee digital gift card program is being used by the cities of South Gate, San Leandro, Murrieta, Oakley, Hercules, Hawthorne, Canyon Lake, Angles Camp, Pinole just to name a few. The Yiftee Community Digital Gift Card Program is a cost-effective way to stimulate the local economy and assist small businesses in recovery. It also provides additional savings to residents who shop locally. As an example, the proposed digital gift

card program would have the resident buy a gift card valued at \$25, and the program would provide another \$25 gift card for a combined \$50 in gift card dollars to be spent locally. In other words, it is a buy one and get one free for residents.

To initiate the program, the City would enter into Yiftee's Community Card Customer Agreement (Exhibit A). There is no set-up or monthly costs. The costs paid to Yiftee are:

1. The value of the bonus card provided,
2. The \$1 plus 5% eDelivery fee (purchaser fee) plus a \$1 gift fee per card, and
3. The Participating Merchant fees charged by MasterCard.

To assist with the branding costs associated with the development of the "Shop Local Lemon Grove" campaign, marketing of the digital gift card (in English and Spanish), and related signage and posters for participating businesses, we are proposing an agreement with HdL Companies through their EconSolutions division. HdL has partnered and brought this program to several of their clients over the last year. HdL would work with staff and the East County Chamber of Commerce to help ensure a successful program. HdL Companies' costs for their services would be in a not to exceed contract of \$12,500. HdL Companies has been a critical partner with the City of Lemon Grove providing information on sales tax and property tax for numerous years.

Staff has spoken to the East County Chamber of Commerce CEO and presented this program and to seek their assistance in supporting the program and help with the marketing efforts to the Lemon Grove business community. The discussion was positive and felt it would help drive business to Lemon Grove's small business community.

The goal of having the program operational in time for the holiday shopping season to help promote a shop local campaign and small business Saturday. The digital gift card can only be used at participating Lemon Grove Businesses that are independently owned, not corporate owned nor multi-franchisee owned. The City can limit the type of business categories that can participate. Most cities have limited the type of participating businesses to:

1. Retail¹,
2. Restaurant/Café, and
3. Personal Services such as:
 - a. Hair Stylists,
 - b. Barbers,
 - c. Estheticians,
 - d. Nail salons,
 - e. Dry cleaners,
 - f. Pet groomers, and
 - g. Fitness/specialty studios, including martial arts, yoga, dance, and music.

¹ City can limit retail offering to not include Cannabis, smoke shops or liquor stores

The business must also operate in a physical storefront location, have a current City business license, and have no current code enforcement actions pending against them. The values for the Digital Gift Cards will include \$25, \$50, and \$100 amounts.

Environmental Review:

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

Fiscal Impact: There will be no expenditure of General Fund dollars. The funds for the program will come from ARPA funds received by the City, these funds can be used to support small businesses located within Lemon Grove.

Public Notification: None

Staff Recommendation: Adopt a resolution (**Attachment A**) approving Shop Local Digital Gift Card Program including all the components to implement the program.

Attachment:
Attachment A – Resolution

RESOLUTION NO. 2022-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA ADOPTING APPROVING A SHOP LOCAL DIGITAL GIFT CARD PROGRAM WITH COMPONENTS AND IMPLEMENTATION MEASURES TO SUPPORT LOCAL MERCHANTS IN LEMON GROVE

WHEREAS, the COVID-19 pandemic has resulted in numerous detrimental impacts on a global scale and include national, regional, and local impacts; and

WHEREAS, the Lemon Grove business community have experienced these impacts; and

WHEREAS, the Lemon Grove City Council seeks ways to assist the Lemon Grove small business community in their recovery from the impact of the pandemic; and

WHEREAS, to support this pilot program the City Council is appropriating \$150,000 in ARPA funds to pay for:

1. The \$1 plus 5% eDelivery fee (purchaser fee) plus a \$1 bonus gift fee per card,
2. A bonus gift card to incentivize the use of the program and provide a benefit to all community members,
3. Branding costs associated with the development of the "Shop Local Lemon Grove" campaign, and
4. Marketing costs for advertisement and promotion of the program and related point-of sale signage and posters for participating businesses; and

WHEREAS, working with Yiftee, Inc., and HdL Companies who have significant experience in starting up such shop local programs using digital gift cards that have proven extremely successful for participating businesses and residents will be a cost-effective way to stimulate the local economy and assist small businesses in recovery from the COVID-19 pandemic.

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

SECTION 1. The City Council does hereby declare that the recitals set forth above are true and correct and are incorporated herein by reference,

SECTION 2. The City Council hereby appropriates \$150,000 in American Rescue Plan Act funds for purposes of carrying out a pilot digital gift card program to support local small businesses in Lemon Grove,

SECTION 3. The City Council does hereby authorize the City Manager to sign a Professional Services Agreement with Yiftee, Inc., attached hereto as Exhibit "A," to provide the community with a digital gift card program,

SECTION 4. The City Council does hereby authorize the City Manager to sign a contract with HdL Companies to assist in marketing, advertising, and other support services to implement the digital gift card pilot program, and

SECTION 5. Furthermore, the City Council does hereby authorize the City Manager to enter into an agreement with the East County Chamber of Commerce to assist in marketing, outreach and other support services to implement the digital gift card pilot program.

PASSED AND ADOPTED on November 1, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-_____, passed by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Racquel Vasquez, Mayor

Attest:

Audrey Malone, City Clerk

Approved as to Form:

Kristen Steinke, City Attorney

Community Card Customer Agreement

THIS AGREEMENT (the "Agreement") is made effective as of _____, 2022 (the "Effective Date") by and between Yiftee Inc., a Delaware corporation, with an address at 325 Sharon Park Drive #215, Menlo Park, CA 94025 ("Yiftee") and _____ with an address at _____ ("Customer"). The parties agree as follows:

1. Definitions.

1.1 "Merchant" means a merchant, prospect or other contact that may be using or desire to use Yiftee Services to redeem eGifts.

1.2 "Participant" means a Merchant who has opted to participate in a Community Card by running an Activation Card and agreeing to the Merchant Agreement.

1.3 "Yiftee Services" means Yiftee's gift-giving platform. It is the technology foundation for Community Cards.

1.4 "Purchaser" means a person or entity that purchases or redeems eGifts.

1.5 "eGift" means a digital virtual gift voucher used as payment for goods or services at a Participant.

1.6 "Offer" or "Offers" mean specific benefits that Participants provide to consumers who use their Community Cards in their store, as determined by the Participants and posted on their eGift Card web page.

2. Merchant Enrollment.

2.1 Merchant Enrollment Obligations

(a) Customer will collect a set of Merchants who have elected to participate in the Yiftee Services. Merchants must all be located in the same state in the USA, due to varying gift card laws by state. Each Merchant must agree to the Yiftee Community Card Merchant Agreement located on the Yiftee.com website. Merchants who have not agreed to the Merchant Agreement will not be able to utilize the Yiftee Services to redeem eGifts. Customer will upload into the Yiftee Services or provide the names of the Merchants who intend to participate to Yiftee. Upon the agreed upon launch date, the billing for the Yiftee Services will begin ("Commencement Date"). This billing will include the agreed-upon cost for each Participant or group thereof as defined in Appendix A.

(b) Yiftee will provide to Customer or directly to Merchants, upon receipt of the set of Merchant names in 2.1a, a set of unique Activation Cards to be run by each Merchant. Customer will inform Merchants of their individual Activation Card and provide instructions on its use. Additionally, Customer will inform Merchants that running the Activation Card implies consent to the Merchant Agreement located on the Yiftee.com website.

(c) As Merchants run the Activation Cards, they will be included in the set of Merchants enabled to participate in the Yiftee Services, i.e. the Participants. Participant may also post their Offers to be available for eGift Card holders who redeem gifts in their stores.

(d) Yiftee will bill Customer or Merchants as described in Appendix A. Customer can add or remove Participants and fees will be adjusted accordingly, if applicable. There will be no retroactive adjustments allowed by Yiftee (that is, a cancelled Participant's billing obligation will result in that Participant's cost to Customer, as defined in Appendix A, to be eliminated beginning only on the next annual billing cycle). A Participant may be added to the list of Participants at any time ("Enrollment Time"), with billing adjustment for said Participant to begin immediately and to be included in the current month's billing.

(e) Each party shall comply with good, ethical and moral business practices and all applicable laws and regulations in engaging in any activities here under.

(f) Fees and payment terms applicable to the subject matter here under shall be as set forth in Appendix A. Customer is not entitled to compensation other than what is described in Appendix A.

(g) Customer is responsible and liable for any disputes or liability arising out of its relationships with Merchants and Participants, except with respect to any liability of Yiftee under this agreement.

2.2 Yiftee Materials.

Yiftee may provide Customer with certain materials for use in conjunction with promoting the Yiftee Services here under ("Yiftee Materials"). No rights or licenses, express or implied, are granted in those Yiftee Materials or otherwise, except as expressly and unambiguously set forth in this Agreement.

2.3 Limited Licenses.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants to Customer, a non-exclusive, non-transferable, non-assignable, non-sublicensable right and license to access and use the Yiftee Services and Yiftee Materials solely for the purposes of Customer's performance of this Agreement.

2.4 Trademark License.

Subject to the terms and conditions of this Agreement, Yiftee hereby grants Customer and Customer hereby grants Yiftee a non-exclusive, non-transferable, non-assignable, non-sublicensable, royalty-free license to use Yiftee's or Customer's name, trade names, trademarks, service marks, and logos (collectively, a party's "Marks") solely in connection with Customer's and Yiftee's promotion and marketing of the Yiftee Services, subject to written usage guidelines, if any, made mutually available.

3. Ownership. As between the parties, Yiftee owns all right, title and interest in and to the Yiftee Services, Yiftee's Marks and the Yiftee Materials. Customer owns all right, title and interest in and to Customer's Marks.

4. Warranties Disclaimer. YIFTEE AND ITS LICENSORS MAKE NO WARRANTIES TO CUSTOMER, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING OUT OF USAGE OR TRADE, COURSE OF DEALING AND COURSE OF PERFORMANCE.

5. Liability Limitation. EXCEPT FOR LIABILITY ARISING UNDER SECTION 7, NEITHER PARTY (NOR ITS LICENSORS) WILL BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHATSOEVER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR USE AND IN NO EVENT SHALL EITHER PARTY'S

LIABILITY EXCEED THE GREATER OF \$500 OR THE AMOUNTS PAID AND/OR PAYABLE BY YIFTEE TO CUSTOMER (AND/OR BY CUSTOMER TO YIFTEE, IF PAYMENTS ARE PAYABLE BY CUSTOMER TO YIFTEE IN ACCORDANCE WITH PROPOSAL) HEREUNDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE APPLICABLE CLAIM.

6. Term and Termination.

6.1 Term. This Agreement shall be effective as of the Effective Date and shall continue in full force on an annual period from the Effective Date, and thereafter shall automatically renew annually, unless and until either party terminates this Agreement pursuant to Section 6.2.

6.2 Termination.

(a) Either party may, at its option, terminate this Agreement upon thirty (30) days written notice to the other party for any reason or for no reason whatsoever.

(b) Either party may terminate this Agreement if the other party materially breaches a term of this Agreement and fails to cure such breach within fifteen (15) days after receipt of written notice of such breach from the non-breaching party.

(c) Participants are obligated to honor all outstanding eGifts issued by Yiftee for the entire duration of those eGift's validity periods. Termination does not relieve Participants from honoring conditions outlined in the Merchant Agreement.

6.3 Effect of Termination. Upon any termination: (a) Customer shall immediately cease all promotion of the Yiftee Services and shall immediately return to Yiftee, or at the option of Yiftee, destroy, all Confidential Information (as defined below) of Yiftee disclosed to Customer, Yiftee Materials, and any Yiftee Services, hardware and software provided to Customer here under, (b) Yiftee shall immediately return to Customer, or at the option of Customer, destroy, all Confidential Information of Customer disclosed to Yiftee here under, and (c) all licenses granted under this Agreement shall immediately cease. The following Sections shall survive termination and remain in effect 1, 3, 4, 5, 6.3, 7 and 8. Any termination of this Agreement shall be without prejudice to any other rights or remedies available under this Agreement or at law.

7. Confidentiality. Because of this Agreement, the parties may have access to information that is confidential to the disclosing party ("Confidential Information"). Confidential Information shall include, without limitation, Purchaser lists and information relating to the parties' products and pricing and all information designated as confidential by the disclosing party at the time of disclosure. A party's Confidential Information shall not include any information which (i) becomes generally publicly available through no wrongful act or omission of the receiving party; (ii) is lawfully acquired by the receiving party from a third party without any breach of a confidentiality obligation; or (iii) is independently developed without use of or reference to the disclosing party's Confidential Information. Each party agrees to maintain the confidentiality of the other party's Confidential Information using the same degree of care that it uses with regard to its confidential information of like nature, but in no event less than reasonable care, and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. If required by law, the receiving party may disclose Confidential Information of the disclosing party, but will give adequate prior notice of such disclosure to the disclosing party to permit the disclosing party to intervene and to request protective orders or other confidential treatment therefor. The parties acknowledge that money damages will not be an adequate

remedy if this Section 7 is breached and, therefore, either party may, in addition to any other legal or equitable remedies, seek an injunction or other equitable relief against such breach or threatened breach without the necessity of posting any bond or surety.

8. Non-solicitation

During the term of this Agreement, neither party will (on behalf of itself or any other person or entity) solicit any Purchaser or Merchant of the other party to restrict, limit, or terminate such Purchaser's or Merchant's participation in the other party's products and services.

9. Miscellaneous

9.1 Choice of Law. This contract shall be governed by and construed in accordance with the laws of the State of California, without regard to the provisions of the conflict of laws thereof. The parties will resolve any disputes in the state or federal courts located in Santa Clara County, California, to whose exclusive jurisdiction and venue they irrevocably submit. Notwithstanding anything to the contrary, either party may pursue injunctive or other equitable relief in any court of competent jurisdiction.

9.2 Notices. Any notice or other communication required or permitted in this Agreement shall be in writing and shall be deemed to have been duly given on the day of service if served personally or by facsimile transmission with confirmation, or three (3) days after mailing if mailed by First Class mail, registered or certified, postage prepaid, and addressed to the respective parties at the addresses set forth above, or at such other addresses as may be specified by either party pursuant to the terms and provisions of this section.

9.3 Assignment. Customer may not assign or otherwise transfer, without the prior written consent of Yiftee, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part. Yiftee may freely assign or otherwise transfer this Agreement in connection with the sale of all or substantially all of its business or assets. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.4 Severability. Any provision of this Agreement that is determined to be unenforceable or unlawful shall not affect the remainder of the Agreement and shall be severable therefrom, and the unenforceable or unlawful provision shall be limited or eliminated to the minimum extent necessary to that this Agreement shall otherwise remain in full force and effect and enforceable.

9.5 Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements between them, whether written or oral, with respect to the subject matter hereof, and may not be amended, modified or provision hereof waived, except in a writing signed by the parties hereto. No waiver by either party, whether express or implied, of any provision of this Agreement, or of any breach thereof, shall constitute a continuing waiver of such provision or a breach or waiver of any other provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Customer (Print):

YIFTEE, INC.

By:

By:

Name, Title:

Name, Title: Donna Novitsky, Yiftee CEO

Community Card Customer Agreement

APPENDIX A

Pricing

Customer and Participants are not required to pay Yiftee a subscription fee or a revenue share. Yiftee does not take a percentage of the cards that are redeemed in the Participants' stores.

Charges:

Purchasers pay the face value of the card plus a \$1+5% of the eGift Card value eDelivery fee at the time of purchase. Bulk purchases of one thousand dollars (\$1000) or more, and enterprise accounts may qualify for a reduced eDelivery fee by depositing funds into their Yiftee eGifting accounts by check or ACH and disabling credit cards.

Participants pay Mastercard processing fees for a card-not-present (CNP) transaction upon redemption. Yiftee does not control these fees, they are set by the Merchant Acquirer who is their credit card processor.

Subject to applicable laws, Yiftee will implement a monthly maintenance fee on eGift Cards that have been inactive (i.e. no spending on the Card) for periods of greater than 12 months. This will be made clear to cardholders on the face of the eGift Card when implemented, as is required by law.

Yiftee eGift Cards do not generally expire. Subject to applicable laws, in some cases eGift Cards given by corporations or merchants as promotions, rewards and awards may have expiration dates. In the case of eGift Cards expiring, Yiftee retains 10% of the original eGift Card value not to exceed the remaining unspent funds and refunds the balance to the purchaser's Yiftee eGift Card account. eDelivery fees are not refunded.

Participants may choose, at their discretion, to post Offers to encourage Purchasers to use their Community Cards in their stores.

Participants may choose, at their discretion, to offer rebates as fund raisers to local groups such as schools, churches and other non-profits. Such programs are an incentive for the local groups to sell Community Cards to their members, and for the Purchasers to use them in specific stores who are offering rebates. Yiftee will work with the Participants and Purchasers to execute such programs.

No tipping is allowed on Yiftee eGift Cards.

From: Barbara Gordon <barbaragordon1@gmail.com>

Sent: Monday, February 20, 2023 7:08 PM

To: Racquel Vasquez <rvasquez@lemongrove.ca.gov>; George Gastil <ggastil@lemongrove.ca.gov>; Jennifer Mendoza <jmendoza@lemongrove.ca.gov>; Alysson Snow <asnow@lemongrove.ca.gov>; lbaron@lemongrove.ca.gov <lbaron@lemongrove.ca.gov>

Subject: Public Comment

Dear City Council Members,

I applaud the State of California for banning flavored nicotine products because they appeal to our youth. I urge this City to also consider the harms of marijuana products infused with THC.

When it comes to THC edibles, the best protections would be to only allow edibles in a nondescript tablet or pill and restrict fun, kid-friendly shapes, flavors, and packaging. We must do more to protect our kids.

Calls to poison control centers increased 1375.0% from 2017 to 2021 due to children under age six eating marijuana edibles, according to an American Academy of Pediatrics [article](#). The average age was 3 years old.

Symptoms of intoxication can vary and present in different degrees of dizziness, weakness, slurred speech, poor coordination, paranoia and anxiety, or lethargy and sleepiness, and could be hard to identify in a young child.

We must protect kids from today's marijuana through policy changes and education.

Thank you,
Barbara Gordon



2/21/2023

Re: City of Lemon Grove eGift card program

To: Lemon Grove City Council

On behalf of the San Diego Regional East County Chamber of Commerce, I wanted to thank the City of Lemon Grove for the partnership in this successful eGift card program. The feedback from the business community has been very positive. This program not only helped to stimulate business in the City of Lemon Grove, but it also provides the opportunity for people inside and outside of the City of Lemon Grove to participate and purchase eGift cards to experience the wonderful businesses in the City of Lemon Grove. This program has led to many outside of the City of Lemon Grove to purchase the eGift cards and spend those dollars at participating businesses which exposes many to the wonderful aspects of the City of Lemon Grove to those that were not aware and reminded those that had not frequented businesses in Lemon Grove how great Lemon Grove is.

We look forward to continuing to partner with the City of Lemon Grove to lift up the entire business community.

If you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in blue ink, appearing to read "Rick Wilson".

Rick Wilson
President & CEO

From: [Josh Klein](#)
To: [Deborah Harrington](#)
Subject: Public comment
Date: Tuesday, February 21, 2023 11:19:13 AM

Comment for tonight. Please confirm it's received. Thank you.

Council,

Last meeting I submitted a comment about gang graffiti in our city and for some acknowledgment for the incredible amount of work I and others are doing on the issue. I haven't heard back from council, or city manager and would like to discuss agendaing graffiti abatement again this meeting as it directly relates to our calls for service and violent crime.

Also our contracted outreach is lacking please consider an organization with more accountability as it seems we are part of the homeless industrial complex. Multiple folks stated they haven't seen Homestart in months. We voted for street safety and would like to see the ball move forward. Thank you all for your service to our city.

Respectfully,
Joshua Klein

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Joshua Klein SOC Ret.
Lemon Grove 91945
619-884-7579