

City of Lemon Grove  
City Council Regular Meeting Agenda  
Tuesday, June 16, 2015, 6:00 p.m.  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA

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

Call to Order

Pledge of Allegiance

Changes to the Agenda

Presentation Insurance Service Offices, Inc. Public Protection Classification –  
Chief Rick Sitta, Heartland Fire & Rescue

Public Comment

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

1. Consent Calendar

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

A. Approval of Meeting Minutes

June 2, 2015 – Regular Meeting

Members present: Sessom, Gastil, Jones, Mendoza, and Vasquez

Reference: Susan Garcia, City Clerk

Recommendation: Approve Minutes

B. City of Lemon Grove Payment Demands

Reference: Cathy Till, Finance Director

Recommendation: Ratify Demands

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

Reference: James P. Lough, City Attorney

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

D. Contract Extension for Street Light Maintenance

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

Reference: Tamara O'Neal, Interim City Engineer

Recommendation: Adopt Resolution

E. Sewer Service Charges for Fiscal Year 2015-2016

*The Sanitation District will consider a resolution approving the engineer's report detailing sewer service charges for Fiscal Year 2015-16.*

Reference: Tamara O'Neal, Interim City Engineer

Recommendation: Adopt Resolution

F. Zone L Assessments for Fiscal Year 2015-2016

*The Roadway Lighting District will consider a resolution approving the engineer's report detailing Zone L Assessments for Fiscal Year 2015-16.*

Reference: Tamara O'Neal, Interim City Engineer

Recommendation: Adopt Resolution

G. Approval of Vernon Ranch Final Map for Tentative Map TM0052 located at 7012 & 7024 Mount Vernon Street

*The City Council will consider a resolution approving the Final Map for Tentative Map TM0052 for a development project at 7012 and 7024 Mount Vernon Street.*

Reference: Tamara O'Neal, Interim City Engineer

Recommendation: Adopt Resolution

H. Fire Inspector Job Description

*The City Council will consider a resolution approving a Fire Inspector job description.*

Reference: Corinne Russell, Human Resources Analyst

Recommendation: Adopt Resolution

I. OES Chief Officers Reimbursement

*The City Council will consider a resolution verifying the City's compensation practices for the purpose of qualifying for portal-to-portal reimbursement from the State Office of Emergency Services (OES).*

Reference: Corinne Russell, Human Resources Analyst

Recommendation: Adopt Resolution

J. Amendment to the Agreement for Legal Professional Services

*The City Council will consider a resolution approving an Amended "Schedule of Fees & Costs" to the Agreement for Legal Professional Services with Lounsbery Ferguson Altona & Peak, LLP.*

Reference: Graham Mitchell, City Manager

Recommendation: Adopt Resolution

K. Lemon Grove City Council Appointments to Commissions, Boards & Committees Appointments (2015)

*The City Council will consider ratifying City Council appointments to regional commissions, boards and committees.*

Reference: Mary Teresa Sessom, Mayor

Recommendation: Ratify Appointments

L. Animal Control Agreement

*The City Council will consider a resolution approving an agreement for animal control services with the City of Chula Vista.*

Reference: Graham Mitchell, City Manager

Recommendation: Adopt Resolution

2. Fiscal Year 2015-16 City Calendar

*The City Council will consider approving the Fiscal Year 2015-16 City Calendar.*

Reference: Corinne Russell, Human Resources Analyst

Recommendation: Approve Fiscal Year 2015-16 City Calendar

3. Interim City Manager Agreement

*The City Council will consider a resolution approving an employment agreement for interim city manager services with Ms. Kathleen J. Henry.*

Reference: Corinne Russell, Human Resources Analyst  
Recommendation: Adopt Resolution

4. Fiscal Year 2015-2016 Federal COPS Hiring Program Grant

*The City Council will consider providing feedback and direction regarding the submittal of a COPS Hiring Grant.*

Reference: Graham Mitchell, City Manager  
Recommendation: Provide Direction

5. Diesel Exhaust Removal System Purchase

*The City Council will consider a resolution authorizing the purchase of a diesel exhaust removal system.*

Reference: Daryn Drum, Division Fire Chief  
Recommendation: Adopt Resolution

6. Executive Recruitment Services for a City Manager

*The City Council will consider a resolution approving an agreement with Bob Murray & Associates for executive recruitment services for a city manager.*

Reference: Graham Mitchell, City Manager  
Recommendation: Adopt Resolution

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

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

Department Director Reports (Non-Action Items)

Adjournment

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In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (619) 825-3800 or email [sgarcia@lemongrove.ca.gov](mailto:sgarcia@lemongrove.ca.gov) prior to the meeting. A full agenda packet is available for public review at City Hall.

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**MINUTES OF A MEETING OF  
THE LEMON GROVE CITY COUNCIL  
June 2, 2015**

***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***

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**Call to Order**

Members present: Mary Sessom, George Gastil, Jerry Jones, Jennifer Mendoza, and Racquel Vasquez.  
Members absent: None.

City Staff present: Graham Mitchell, City Manager; Carol Dick, Development Services Director; Daryn Drum, Division Fire Chief; Susan Garcia, City Clerk; James P. Lough, City Attorney; Mike James, Public Works Director; Tamara O'Neal, Interim City Engineer; and Cathleen Till, Finance Director.

**Presentations**

Mayor Sessom presented the Annual Treganza History Essay contest awards to the winners.

Mike Uhrhammer, Helix Water District, provided a presentation of California's drought conditions and new water restrictions.

**Public Comment**

Carlos Lugo expressed gratitude for the partnership with the City and Graham Mitchell.

Kimberly Paris provided an update of Lemon Grove's Farmers Market.

Domingo Sote commented on problematic issues in his neighborhood.

**1. Consent Calendar**

- A. Approval of City Council Minutes**  
May 19, 2015 Regular Meeting
- B. Ratification of Payment Demands**
- C. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda**
- D. Records Management Program and Retention Schedules**
- E. Memorandum of Understanding with Lemon Grove Firefighters Association, Local 2728 of the International Association of Firefighters**
- F. Job Descriptions Related to the Fiscal Year 2015-2016 Budget**

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

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

**Resolution No. 2015-3335:** Resolution of the City Council of the City of Lemon Grove, California Approving Records Retention Schedules, Authorizing Destruction of Certain City Records, and Rescinding Resolution No. 2045

**Resolution No. 2015-3336:** Resolution of the Lemon Grove City Council Approving a Memorandum of Understanding Between the City and Lemon Grove Firefighters Association, Local 2728 of the International Association of Firefighters

**Resolution No. 2015-3337:** Resolution of the City Council of the City of Lemon Grove, California Approving Assistant Planner, Human Resources Manager, and Administrative/Accounting Assistant Job Descriptions

**2. Fiscal Year 2015-2015 Consolidated Operating & Capital Budget**

Cathy Till stated that on May 5 and May 19, 2015, staff presented the Fiscal Year 2015-16 (FY 2015-16) budgets for all City funds as well as the Sanitation District and the Roadway Lighting District for feedback. Based on feedback received, staff presents the anticipated FY 2014-15 consolidated budget as well as the FY 2015-16 consolidated budget for approval by the City Council, the Roadway Lighting District Board, the Sanitation District Board, and the Successor Agency.

Public Speaker(s)

There were no requests from the public to speak.

**Action: Motion by Councilmember Jones, seconded by Councilmember Gastil, to adopt resolutions, as Attachments C, D, E, and H, passed, by the following vote:**

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

**Resolution No. 2015-3338:** Resolution of the City Council of the City of Lemon Grove, California Approving the City of Lemon Grove Budget for Fiscal Year 2014-2015 and Fiscal Year 2015-2016 and Authorizing Expenditures thereto

**Resolution No. 2015-3339:** Resolution of the City Council of the City of Lemon Grove, California Approving a Salary Plan and Classification Summary

**Resolution No. 2015-3340:** Resolution of the City Council of the City of Lemon Grove, California Establishing the Appropriations Limit for Fiscal Year 2015-2016

**Resolution No. 2015-3341:** Resolution of the City Council of the City of Lemon Grove, California Updating the City of Lemon Grove Master Fee Schedule for Fiscal Year 2015-2016

**Action: Motion by Roadway Lighting District Board Member Jones, seconded by Roadway Lighting District Board Member, to adopt the resolution passed, by the following vote:**

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

**Resolution No. 2015-163:** Resolution of the Lemon Grove Roadway Lighting District Board Approving the Lemon Grove Roadway Lighting District Budget for Fiscal Year 2014-15 and Fiscal Year 2015-2016 and Authorizing expenditures thereto

**Action: Motion by Sanitation District Board Member Jones, seconded by Sanitation District Board Member, to adopt the resolution passed, by the following vote:**

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

**Resolution No. 2015-273:** Resolution of the Lemon Grove Sanitation District Board Approving the Lemon Grove Sanitation District Budget for Fiscal Year 2014-15 and Fiscal Year 2015-2016 and Authorizing Expenditures thereto

### **3. City Council Salary**

Graham Mitchell explained that on several occasions, the City Council has deferred action on considering an adjustment to its compensation. The last time an adjustment occurred was after the 2008 municipal election. Pursuant to Government Code Section 36516, a City Council may increase its salary by a maximum of five percent per year from the operative date of the last adjustment. In addition, an increase does not begin until after the next election, which in Lemon Grove will be November 2016. Between 2008 and the 2016 (the year of the next municipal election), based on California code, the City Council may legally adjust its salary by 40 percent (8 years multiplied by 5 percent).

The last time the City Council adjusted its auto allowance was on July 1, 2006. Since July 1, 2006, the consumer price index has increased by 16.8 percent. Based on this increase, the City Council may also consider an auto allowance adjustment of 16.8 percent, which would become effective July 1, 2015.

Using the consumer price index method, monthly salaries for City Council members increase from \$705 to \$803 and the salary for the Mayor increases from \$1,234 to \$1,405.25. This increase will have an annual impact of \$6,759 beginning in 2016. Also, using the consumer price index method, the monthly auto allowance would increase from \$150 to \$175.

#### Public Speaker(s)

There were no requests from the public to speak.

**Action: Motion by Mayor Sessom, seconded by Councilmember Gastil, to introduce for first reading Ordinance No. 429 by title only and schedule the second reading on July 7, 2015, passed, by the following vote:**

**Ayes: Sessom, Gastil, Jones, Mendoza**

**Noes: Vasquez**

**Ordinance No. 429:** Ordinance of the Lemon Grove City Council Amending Lemon Grove Municipal Code Section 2.16.010 Establishing City Council Salaries

**Action: Motion by Mayor Sessom, seconded by Councilmember Gastil, to adopt the resolution passed, by the following vote:**

**Ayes: Sessom, Gastil, Jones, Mendoza**

**Noes: Vasquez**

**Resolution No. 2015- 3342:** Resolution of the City Council of the City of Lemon Grove, California Establishing the Rate of Automobile Allowance Policy for City Council Members

### **4. Recreation Focus Group**

Graham Mitchell explained that one of the priorities discussed during the City Council goal setting workshop earlier this year was the establishment of a focus group to explore the establishment of a Recreation Council. The purpose of this agenda item is to seek feedback from the City Council on the scope of work to be performed by the Recreation Focus Group.

Staff recommends that the focus group be limited to 20 members and that the participation include residents and local business owners.

In addition, staff recommends that the City Council invite two members of the Planning Commission and two representatives of the Lemon Grove School District to participate on the focus group.

After the discussion, the City Council directed staff to prepare a survey for community input and proceed with the Recreation Focus Group's scope of work and composition.

Public Speaker(s)

Frank Garmlie recommended youth involvement with the focus group and he believes the City needs more parks.

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

Councilmember Jones attended the Circulate San Diego volunteer recognition event.

Councilmember Mendoza attended an East County Economic Development Council meeting and the Circulate San Diego volunteer recognition event.

Councilmember Gastil attended a FACTSD meeting and San Diego Legends Art Exhibit at the Lemon Grove Library.

Mayor Pro Tem Vasquez attended the National Association of Business Owners Bravo Awards, a City/County Reinvestment Task Force meeting, the Circulate San Diego volunteer recognition event, and a bike riding kick-off event.

Mayor Sessom attended SANDAG and Airport Authority meetings and met with representatives of CityMark. She and Councilmember Gastil interviewed candidate's for the interim City Manager and reviewed the proposals for the recruitment firms to hire a new City Manager. She also attended a press conference held at Cuyamaca College conservation gardens.

**Closed Session**

Pursuant to Government Code Section 54957: Public Employee Evaluation  
Title: City Attorney

Pursuant to Government Code Section 54957: Public Employee Appointment  
Title: City Manager

Closed Session Report: No reportable action was taken.

**Adjournment**

There being no further business to come before the City Council, Housing Authority, Sanitation District Board, Lemon Grove Roadway Lighting District Board, and the Lemon Grove Successor Agency the meeting was adjourned at 7:50 p.m.

*Susan Garcia*

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Susan Garcia, City Clerk

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Cathleen Till, Finance Director

For Council Meeting: 06/16/15

ACH/AP Checks 05/15/15-06/03/15 816,144.53

Payroll - 05/26/15 119,231.45

Total Demands 935,375.98

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Apr 15	Home Depot Credit Services	05/15/2015	Home Depot Charges - Apr'15	1,280.70	1,280.70
ACH	May12 15	US Treasury	05/19/2015	Federal Taxes 5/12/15	21,653.18	21,653.18
ACH	Apr 15	Wex Inc.	05/28/2015	Fuel - Apr'15 Fire Dept	1,101.13	1,101.13
ACH	Mar 15	SD County Sheriff's Department	05/28/2015	Law Enforcement Services - Mar'15	398,855.45	398,855.45
ACH	Apr 15	Colonial Life	05/28/2015	Colonial Optional Insurance - Apr'15	1,570.29	1,570.29
ACH	May 15	Colonial Life	05/28/2015	Colonial Optional Insurance - May'15	1,046.86	1,046.86
ACH	May26 15	Employment Development Dept.	05/29/2015	State Taxes 5/26/15	6,486.13	6,486.13
ACH	May26 15	US Treasury	05/29/2015	Federal Taxes 5/26/15	24,069.74	24,069.74
ACH	Jun 15	Pers Health	06/02/2015	Health Insurance - Jun'14	54,107.00	54,107.00
ACH	May 15	Authorize Net	06/02/2015	Merchant Fees In-Store & Online - May'15	42.10	42.10
ACH	May 15	Power Pay Biz	06/02/2015	Online Credit Card Processing - May'15	52.57	52.57
ACH	May 15	Dharma Merchant Services	06/03/2015	Merchant Fees - May'15	409.45	409.45
ACH	May 15	Bluefin Payment Systems	06/03/2015	Merchant Statement Fee - May'15	9.95	9.95
3833	2015	Environmental Land Management	05/26/2015	Weed Abatement- 2015	1,200.00	1,200.00
3834	10411	AAA Imaging	05/27/2015	Business Cards	91.80	91.80
3835	1815	Accela, Inc #774375	05/27/2015	Contract Payment #3 - Springbrook	49,785.00	49,785.00
3836	5656729144	AutoZone, Inc	05/27/2015	Vehicle Maint. Supplies	50.83	50.83
3837	609978-9 611918-9	BJ's Rentals	05/27/2015	Equip Rental: Hand Held Drill- Replaced Sign@Ramon/Corta St Propane	72.00 21.17	93.17
3838	Jun 15	California Dental Network Inc	05/27/2015	Dental Insurance - Jun'15	285.54	285.54
3839	Campa	Campa, Adalberto	05/27/2015	Refund/Deposit/Campa, Adalberto- LBH 5/16/15	200.00	200.00
3840	1000922	Cannon Pacific Services Inc.	05/27/2015	Street Sweeping/Power Washing- Apr15	6,051.28	6,051.28
3841	14907705	Canon Financial Services Inc	05/27/2015	Canon Copier Contract Charge - 5/13/15	642.60	642.60
3842	152-31	Circulate San Diego	05/27/2015	Caltrans Safe Routes to School- 2/1/15-2/28/15	6,718.56	6,718.56
3843	AR136029	City of Chula Vista	05/27/2015	Animal Control Services- Apr15	15,845.15	15,845.15
3844	1000133812 1000134404	City of San Diego	05/27/2015	Municipal Industrial Wastewater Control Program- FY14 Municipal Sewer Transportation- FY15- QTR 3 1/1/15-3/31/15	570.00 8,874.79	9,444.79
3845	2353 2354	Clark Telecom & Electric Inc.	05/27/2015	Street Light Repairs- Apr15 Street Light Maintenance- Apr15	878.70 137.33	1,016.03
3846	5/8/2015 5/19/2015	Cox Communications	05/27/2015	Fire Backup Phone 5/7/15-6/6/15 Phone Service 2873 Skyline 5/19/15-6/18/15	30.85 209.14	239.99



3847	2823 2835	D- Max Engineering Inc.	05/27/2015	Stormwater Svc: JRMP Updates 7/1/14-3/31/15 Stormwater Svc: Ordinance Updates 7/1/14-3/31/15	19,048.15 3,922.50	22,970.65
3848	28837	Dokken Engineering	05/27/2015	Sewer Main Rehab Project- Feb1. 2015 to Feb28,2015	1,417.04	1,417.04
3849	05/11-14/15	Esgil Corporation	05/27/2015	75% Building Fees- 5/11/15-5/14/15	2,207.06	2,207.06
3850	8210-3	Frazer Paint & Wallcovering Inc	05/27/2015	Road Markings	21.98	21.98
3851	3193	Gladwell Governmental Services Inc.	05/27/2015	Records Retention Schedule- On-site Mtgs 5/6, 5/7	5,520.00	5,520.00
3852	9131289-00	Hydro-Scape Products, Inc.	05/27/2015	Parks/Median Maintenance Supplies	688.16	688.16
3853	Apr15 Apr15 Apr15 Apr15 Apr15	Lounsberry Ferguson Altona & Peak	05/27/2015	General 01163-00002- Apr15 DOF 01163-00017- Apr15 Moore Vs. City 01163-00018- Apr15 Affordable Housing 01163-00019- Apr15 Code Enforcement 01163-00003- Apr15 Cost-Share Agreement- Apr15	5,009.08 142.20 6,499.48 2,421.65 81.48 6,874.65	21,028.54
3854	McGilvray	McGilvray, Chris	05/27/2015	Refund/Deposit/ McGilvray, Chris- LeeHouse 5/9/15	200.00	200.00
3855	19222	Opper & Varco LLP	05/27/2015	Prof Svc: CityMark Project- 3/3, 4/6, 4/7	280.50	280.50
3856	30492483	RCP Block & Brick, Inc	05/27/2015	Concrete Sand/ Sand Bags	141.59	141.59
3857	Ross	Ross, Karen	05/27/2015	Refund/ Deposit/Ross, Karen- Community Center 5/16/15	200.00	200.00
3858	28thAnnual	SD County Fire Chief's Association	05/27/2015	Installation of Officers Luncheon- Hayward,Drum 6/4/15	90.00	90.00
3859	0254744	SCS Engineers	05/27/2015	Soil Excavation, Transportation & Disposal-Main St Prop- Apr'15	3,140.25	3,140.25
3860	5610007628 5620006653 5620006788	Siemens Industry Inc.	05/27/2015	Traffic Signal Maintenance- Apr15 Marked/Locate Loops, Buena Vista/Brdwy Lights Repairs- Aug'14 Traffic Response Call Outs - Apr'15	1,222.00 987.11 1,676.51	3,885.62
3861	Stmt-4/26/15	Smart & Final	05/27/2015	Daycamp Supplies	118.91	118.91
3862	44918 44919	The East County Californian	05/27/2015	Ordinance #427- Zoning Amendment 5/14/15 Ordinance #428- Stormwater Mgmt & Discharge Control 5/14/15	49.00 77.00	126.00
3863	0146879 0150784	The Light House	05/27/2015	Traffic Safety Materials Lens- Truck #22	237.49 16.20	253.69
3864	11065	Tolar Manufacturing Co. Inc.	05/27/2015	New Bus Shelter Structures & Materials	81,408.98	81,408.98
3865	7936645	Trugreen Landcare	05/27/2015	Netafim Installation- Brdwy Median	520.00	520.00
3866	STMT-3/23/15	US Bank Corporate Payment Systems	05/27/2015	Work Shirts - Mendoza Jr MSA-SD Membership- Bell MSA Membership- James Union Tribune Subscription Airfare - League Policy Mtg in Sacramento- Vasquez 6/12/15 CCWC Conference- James Basement Audio/Visual Supplies Office Supplies Livescan CPA License - Till Lunch and Learn Training Portable Audio Recorder Batteries Coolant- E10/Wiper Blades Fuel for Small Tools Vehicle Supplies Lumber Plumbing Supplies Doorstop, Triple Swivel large Hook CFED Conference & Expo - Drum/Sitta, May18-21,2015 4 New Tires - E210 Shipping Keyless Remote Case, Fuel Treatment Workshop - Leadership/Executive Training - Mitchell 911 Emergency Nurse Conference Training	99.27 55.00 55.00 34.85 294.00 2,067.32 78.18 757.76 69.00 63.26 199.99 66.03 57.08 105.18 110.08 110.45 24.29 21.27 950.00 2,867.05 30.00 41.06 135.60 276.38	9,698.58

				MSA Prof Recognition Training Mtg - Bell, James, Rangel Springbrook Conference Molina, May4-7,2015 Portland, OR	90.00 1,040.48	
3867	May26 15	Vantage Point Transfer Agents-457	05/27/2015	ICMA Deferred Compensation Pay Period Ending 5/26/15	280.77	280.77
3868	70752913 70756653 70761120 70761121	Vulcan Materials	05/27/2015	Asphalt Asphalt Asphalt Asphalt	130.97 125.53 130.14 127.19	513.83
3869	0050 38557 38558	A Aaron Lock & Key	06/03/2015	Keys Spare Keys Re-Key City Hall	8.64 180.37 828.32	1,017.33
3870	B8866 B8977	A-Pot Rentals	06/03/2015	Portable Restroom Rental- 5/9/15-6/8/15 Portable Restroom Rental- 5/19/15 City Hall	132.20 124.40	256.60
3871	14899-1	All Access Services	06/03/2015	Forklift Rental 5/12/15	307.99	307.99
3872	201505-1369	Alpha & Omega Respirator Fit Testing	06/03/2015	SCBA Testing	145.00	145.00
3873	L1072895PF	American Messaging	06/03/2015	Pager Replacement Program- 6/1/15-6/30/15	38.14	38.14
3874	5/1/2015 5/22/2015	AT&T	06/03/2015	Fire Backup Phone Line- 4/1/15-4/30/15 AT&T High Speed Internet Max Plus 5/23/15-6/22/15	32.18 65.00	97.18
3875	152-32 R 152-33	Circulate/San Diego	06/03/2015	CalTrans Safe Routes to School- 3/1/15-3/31/15 CalTrans Safe Routes to School- 4/1/15-4/30/15	10,225.43 9,623.18	19,848.61
3876	Jun1 2015	Citizens Business Bank	06/03/2015	Lease Rental: Fire Station Expansion - Jul'15-Dec'15	11,310.61	11,310.61
3877	17099	City of La Mesa	06/03/2015	HHW Services- 3/21/15	545.00	545.00
3878	5/27/2015	Cox Communications	06/03/2015	Fire Internet Service- 5/26/15-6/25/15	62.70	62.70
3879	05/18-21/15 5/26-28/15	Esgil Corporation	06/03/2015	75% Building Fees- 5/18/15-5/21/15 75% Building Fees- 5/26/15-5/28/15	5,032.72 2,160.23	7,192.95
3880	74006 74840 75308	Fire Etc.	06/03/2015	Wildland Gear Barricade Tapes Wildland Gear	3,445.74 64.58 372.39	3,882.71
3881	6458361	Globalstar USA, Inc.	06/03/2015	Satellite Service- 4/16/15-5/15/15	85.17	85.17
3882	28337001	Hawthorne Machinery Co	06/03/2015	Skidsteer Rental for Weed Abatement 5/5/15-5/7/15	2,136.67	2,136.67
3883	0023893-IN	Hinderliter De Llamas & Associates	06/03/2015	Sales Tax 2nd Qtr Audit Services/Sales Qtr 4 2014	1,655.91	1,655.91
3884	30498	Nolte Associates, Inc.	06/03/2015	LGA Realignment- Final Design 3/1/15-3/28/15	5,781.88	5,781.88
3885	1347 1455	Pacific IP	06/03/2015	Phone Services/Repair - 2/9, 2/11, 2/26, 3/3 Phone Services/Repair - 3/12/15	1,949.50 135.00	2,084.50
3886	PD-28060	Plumbers Depot Inc.	06/03/2015	Hose & Supplies	915.54	915.54
3887	5/26/2015 5/26/2015 5/26/2015	SDG&E	06/03/2015	3225 Olive- 4/22/15-5/21/15 3500 1/2 Main - 4/22/15-5/21/15 8119 Broadway- 4/22/15-5/21/15	142.01 288.88 75.80	506.69
3888	358854	Sun Badge Company	06/03/2015	Captains Badge- Govea	99.29	99.29
3889	9745557150 9745557860	Verizon Wireless	06/03/2015	City Phone Charges- 4/13/15-5/12/15 Mobile Broadband Access- 4/13/15-5/12/15	640.54 76.02	716.56
3890	0158773	Zumar Industries, Inc	06/03/2015	Sign Hardware	396.06	396.06
					816,144.53	816,144.53

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

**Item No.** 1.D  
**Mtg. Date** June 16, 2015  
**Dept.** Development Services

**Item Title:** **Contract Extension for Street Light Maintenance**

**Staff Contact:** Tamara O'Neal, Interim City Engineer

**Recommendation:**

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

**Item Summary:**

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

CTE, Inc. has completed the first two years of the contract and has requested a one-year contract extension and a 1.3% increase pursuant to the CPI for San Diego. The budgeted amount for Fiscal Year 2015-16 is \$12,500.

Representatives from the four-city consortium have agreed with the term of the contract extension, pending Lighting District approval, and recommend that the contract be extended for one year.

**Fiscal Impact:**

Sufficient funds for said contract were allocated in the General and Local Benefit Lighting Fund Budget for FY 2015-16.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper |   | <input type="checkbox"/> Neighborhood meeting                     |

**Attachments:**

A. Resolution – Lemon Grove Lighting District

# Attachment A

RESOLUTION NO. 2015-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LEMON GROVE LIGHTING DISTRICT AUTHORIZING A ONE-YEAR EXTENSION OF THE EXISTING CONTRACT BETWEEN THE CITY AND CTE, INC. FOR STREET LIGHT MAINTENANCE AND REPAIR FOR FISCAL YEAR 2015-2016**

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

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

**WHEREAS**, CTE, Inc. has requested a one-year extension to the contract with a rate increase of 1.3 percent pursuant to the CPI for the Pacific Cities and San Diego; and

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

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

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

1. Authorizes the one-year extension commencing July 1, 2015 of the existing contract between the City of Lemon Grove and CTE, Inc. for street light maintenance and repair; and
2. Accepts the 1.3 percent rate increase for the Fiscal Year 2015-2016.

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**LEMON GROVE SANITATION DISTRICT  
AGENDA ITEM SUMMARY**

**Item No.** 1.E  
**Mtg. Date** June 16, 2015  
**Dept.** Development Services

**Item Title:** **Sewer Service Charges for Fiscal Year 2015-2016**

**Staff Contact:** Tamara O'Neal, Interim District Engineer

**Recommendation:**

Adopt a resolution (**Attachment A**) approving the engineer's report detailing sewer service charges for Fiscal Year 2015-16 and directing the District Clerk to file the required certification document with the San Diego County Auditor and Controller on or before August 10, 2015.

**Item Summary:**

An initial rate case study in 2011 allowed a 3.75 percent annual increase to the sewer service rates through Fiscal Year (FY) 2015-2016. At the May 20, 2014 meeting, staff recommended to increase the rate by only 1.72 percent and at the June 3, 2014 meeting the Sanitation District Board approved the increase and adopted Ordinance No. 26, which established the annual sewer service charges for FY 2014-15 through FY 2015-16. The sewer service charge established for FY 2015-16 is \$553.17 per Equivalent Dwelling Unit (EDU.)

On June 3, 2015, Psomas prepared an engineer's report and provided a detailed list of each parcel within the Sanitation District with the applicable service charge (tax roll). Staff confirmed, through an internal quality assurance check, that the report and tax roll are accurate. Copies of the engineer's report and tax roll are available for viewing at the District Engineer's office. A letter certifying that all assessments are in compliance with Article XIII C and D of the Constitution of the State of California and that the 6,733 parcels equaling \$5,929,154.38 are subject to the Fixed Special Assessment, must be filed with the San Diego County Auditor and Controller by August 10, 2015 in order to be included in the FY 2015-16 property tax statements.

Staff recommends that the Board of Directors adopt a resolution (**Attachment A**) approving the engineer's report and directing the District Clerk to file the required certification document with the San Diego County Auditor and Controller on or before August 10, 2015.

**Fiscal Impact:**

The itemized roll list 6,733 parcels, 10,718.61.79 EDUs, and a total assessment of \$5,929,154.38.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

A. Resolution

# Attachment A

## RESOLUTION NO. 2015-\_\_\_\_\_

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE LEMON GROVE SANITATION DISTRICT APPROVING THE ENGINEER'S REPORT REGARDING THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2015-2016

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**WHEREAS**, pursuant to Section 5473 of the Health and Safety code, the Board has determined that the sewer service charges for Fiscal Year 2015-16 shall be collected on the tax roll in the same manner, and by the same persons, and at the same time as, together with and not separately from the general taxes and has caused to be prepared and filed with the City Clerk a written engineer's report containing a description of each parcel of property receiving service from the Sanitation District and the amount of charges for each parcel for the Fiscal Year 2015-16 computed in conformity with the charges prescribed by the applicable Resolution of the District; and

**WHEREAS**, on June 3, 2014, the Sanitation District Board adopted Ordinance No. 26, which established the annual sewer service charges for Fiscal Year (FY) 2014-15 through FY 2015-16; and

**WHEREAS**, the service charge established for FY 2015-16 is \$553.17 per Equivalent Dwelling Unit (EDU); and:

**WHEREAS**, such report was prepared by Psomas and filed with the District Engineer. |

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

1. Approves, affirms and adopts the engineer's report, which contains every fee and charge set forth; and
2. Directs the Clerk of the Board to file an approved, affirmed, and adopted copy of the engineer's report and a statement endorsing the engineer's report with the County of San Diego Auditor and Controller on or before August 10, 2015. |

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**LEMON GROVE ROADWAY LIGHTING DISTRICT  
AGENDA ITEM SUMMARY**

**Item No.** 1.F  
**Mtg. Date** June 16, 2015  
**Dept.** Development Services

**Item Title:** Zone L Assessments for Fiscal Year 2015-2016

**Staff Contact:** Tamara O'Neal, Interim City Engineer

**Recommendation:**

Adopt a resolution (**Attachment A**) approving the engineer's report detailing Zone L Assessments for Fiscal Year 2015-16.

**Item Summary:**

Zone L is composed of various mid-block areas throughout the City. The voters in each area identified as Zone L held an election in June 1997 to impose a \$12.00 annual assessment for single family homes and an annual assessment of \$12.00 per each \$100,000 valuation for non-residential zoned parcels in the area. The purpose of the assessment is to pay for operations, maintenance, and energy costs of mid-block street lights in each zone. Since the current assessment was created in 1997, no assessment increases have been imposed.

On June 3, 2015, the engineer's report was completed by Psomas. Psomas provided the Lighting District with a detailed list of each zone within the Lighting District and the applicable service charge (tax roll). The engineer's report consists of the assessment roll for the District after a \$12.00 per benefit unit assessment has been applied to each parcel in Zone L. Staff confirmed through an internal quality assurance check that the report is accurate. Copies of the engineer's report and tax roll are available for review at the District Engineer's office. The report must be certified and filed with the County of San Diego by August 10, 2015 to be included in the FY 2015-16 property tax statements.

Staff recommends that the Board of Directors adopt a resolution (**Attachment A**) approving the engineer's report and directing the City Clerk to file the required certification document with the San Diego County Auditor and Controller on or before August 10, 2015.

**Fiscal Impact:**

The itemized roll lists 5167 parcels, 7151.71 benefit units, and a total assessment of \$85,820.52.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

A. Resolution

# Attachment A

RESOLUTION NO. 2015-\_\_\_\_\_

**RESOLUTION OF THE LEMON GROVE ROADWAY LIGHTING DISTRICT APROVING THE  
ENGINEER'S REPORT REGARDING THE ZONE L CHARGES FOR FISCAL  
YEAR 2015-2016**

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**WHEREAS**, on June 17, 1997 the Board of Directors of the Lemon Grove Roadway Lighting District adopted Resolution No. 102 reciting the facts of an election held in the District on June 3, 1997, declaring the results of said election and levying the annual assessment; and

**WHEREAS**, the engineer's report for the Lemon Grove Roadway Lighting District on file with the Clerk of the Board gives a full and detailed description of the improvements, the boundaries of the Assessment District and the two zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

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

1. Approves, affirms and adopts the engineer's report, which contains every fee and charge set forth; and
2. Directs the Clerk of the Board to file an approved, affirmed, and adopted copy of the engineer's report and a statement endorsing the engineer's report with the County of San Diego Auditor and Controller on or before August 10, 2015.

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**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

Item No. 1.G.  
Mtg. Date June 16, 2015  
Dept. Development Services

**Item Title: Approval of Vernon Ranch Final Map for Tentative Map TM0052 located at 7012 & 7024 Mount Vernon Street**

**Staff Contact:** Tamara O'Neal, Interim City Engineer

**Recommendation:**

Adopt a resolution (**Attachment A**) approving the Final Map for Tentative Map TM0052 and authorize the City Clerk to accept the Offer of Dedication identified on the Final Map.

**Item Summary:**

On November 6, 2007, the City Council adopted Resolution No. 2748 (**Attachment B**) approving Tentative Map TM0052 for the 1.55 acre parcel located at 7012 & 7024 Mount Vernon Street in Lemon Grove.

Mt. Vernon – Lemon Grove, LLC, the owner of said parcel, has satisfied the conditions of approval for the proposed subdivision and requests approval of the Final Map for TM0052. The development is currently under construction. 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 the Planning Commission.

If adopted, the Resolution (**Attachment A**) will authorize the City Clerk to execute the Final Map and accept the Offer of Dedication.

**Fiscal Impact:**

For each new residential unit constructed, the City will receive \$2,310 in accordance with the Regional Transportation Congestion Improvement Program (RTCIP) and \$900 in parkland fees. The City is accepting one additional street light and roadway infrastructure in the form of additional street width on Mount Vernon Street that will require the expenditure of funds for routine maintenance and repair. All fees have been paid.

**Environmental Review:**

- |   |   |
|---|---|
| <input type="checkbox"/> Not subject to review          | <input type="checkbox"/> Negative Declaration           |
| <input type="checkbox"/> Categorical Exemption, Section | <input checked="" type="checkbox"/> Adopted MND ND07-07 |

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- A. Resolution
- B. Planning Commission Resolution No. 07-21

# Attachment A

## RESOLUTION NO. 2015 -

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING A FINAL MAP FOR TENTATIVE MAP TM0052

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**WHEREAS**, on November 6, 2007, the Lemon Grove City Council adopted Resolution No. 2748 approving Tentative Subdivision Map TM0052, as meeting the requirements of the City's Subdivision Ordinance and the California Subdivision Map Act; and

**WHEREAS**, the Final Map for Tentative Map TM0052 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**, Mt. Vernon – Lemon Grove LLC, as the Developer of the project has paid all fees required by the conditions for processing of the Final Map; and

**WHEREAS**, the Director of Development Services and the City Engineer have found said Final Map of Tract No. 0052 substantially conforms to the conditionally approved Tentative Map, as required by the California Subdivision Map Act;

**WHEREAS**, the Mitigated Negative Declaration (ND07-07) was certified by City Council for Tentative Map No. 0052 on November 6, 2007.

**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 (TM0052); and
2. The Final Map for Tentative Map No. 0052 is hereby approved, and the City Clerk is authorized and directed to certify this fact on the face of the Final Map; and
3. Offer of the dedication of real property to the City 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.

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Exhibit A

MAP NO. \_\_\_\_\_ SHEET 1 OF 3 SHEETS

**OWNER'S STATEMENT**

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND SUBDIVIDED BY THIS MAP AND CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND HEREBY DEED TO BE USED AS A PUBLIC STREET, AS SHOWN ON THIS MAP.

WE, GRANTOR(S), HEREBY DEDICATE TO THE HELIX WATER DEVELOPMENT DISTRICT AND TO THE CITY OF LEMON GROVE, CALIFORNIA, A PORTION OF THE SOUTH HALF OF THE WEST HALF OF LOT 44 OF SUBDIVISION NO. 3 IN LOT 12 OF RANCHO EX-MISSON ACCORDING TO COUNCELED SURVEYOR'S MAP NO. 8 CONTAINING 1.550 ACRES MORE OR LESS.

ASSASSOR'S PARCEL NUMBER(S): 478-426-23 & 24 TOTAL NUMBER OF LOTS: 9

THIS PROJECT IS A DEVELOPMENT FOR NINE SINGLE FAMILY LOTS EACH WITH ONE DWELLING UNIT.

SUBDIVISION GUARANTEE FOR THIS SUBDIVISION IS FURNISHED BY: ORANGE COAST TITLE COMPANY, ORDER NUMBER 1581911-88 DATED: \_\_\_\_\_

**DEVELOPMENT SERVICES DIRECTOR'S STATEMENT**

I, CAROL B. DIK, EMPLOYMENT SERVICES DIRECTOR, CITY OF LEMON GROVE, STATE OF CALIFORNIA, HEREBY CERTIFY THAT THIS MAP CONFORMS TO THE REQUIREMENTS OF THE CITY OF LEMON GROVE AND THE RECORDS OF THE CITY OF LEMON GROVE.

DATE: \_\_\_\_\_

CAROL B. DIK  
DEVELOPMENT SERVICES DIRECTOR  
CITY OF LEMON GROVE

**CITY ENGINEER'S CERTIFICATE**

I, MICHAEL A. HAVENER, SURVEY CONSULTANT TO THE CITY OF LEMON GROVE, STATE THAT I HAVE EXAMINED THIS FINAL MAP AND THAT I AM SATISFIED THAT IT IS TECHNICALLY CORRECT.

DATE: \_\_\_\_\_

MICHAEL A. HAVENER  
SURVEY CONSULTANT TO THE CITY OF LEMON GROVE

**CITY CLERK'S CERTIFICATE**

I, THOMAS A. PASTUSZYKA, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP CONFORM TO THE PROVISIONS OF THE SUBDIVISION MAP ACT, AND THAT THIS MAP IS VALID AND EFFECTIVE FOR THE PURPOSES OF SAID ACT, EXCEPT THOSE NOT SET FORTH IN SAID ACT.

DATE: \_\_\_\_\_

THOMAS A. PASTUSZYKA  
CLERK OF THE BOARD OF SUPERVISORS

**CITY FINANCE DIRECTOR'S STATEMENT**

I, JAMES R. PIERCE, DIRECTOR OF FINANCE, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP CONFORM TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT, AND THAT THE CITY HAS ADEQUATE FINANCIAL RESOURCES TO FULFILL ITS OBLIGATIONS UNDER SAID ACT.

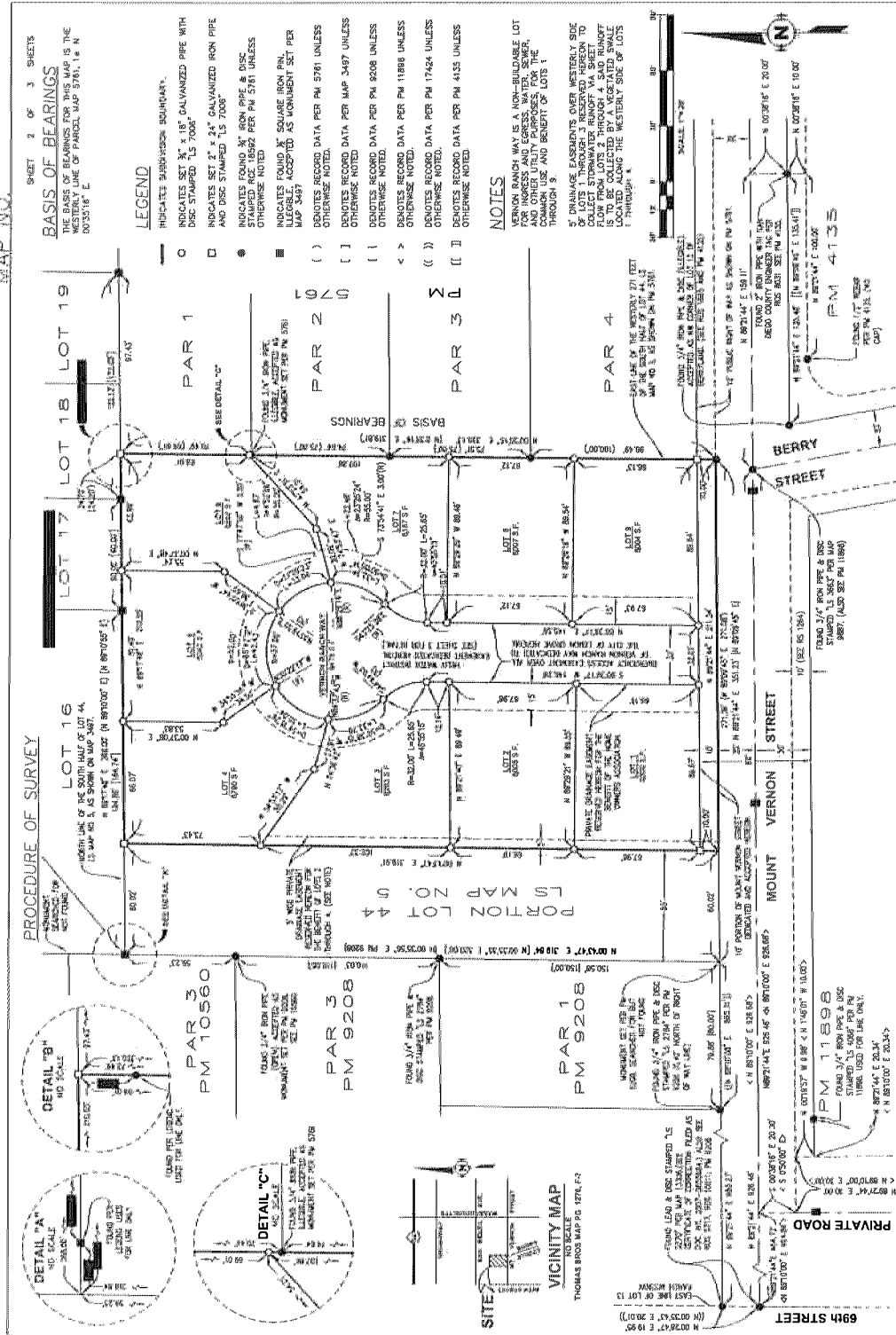
DATE: \_\_\_\_\_

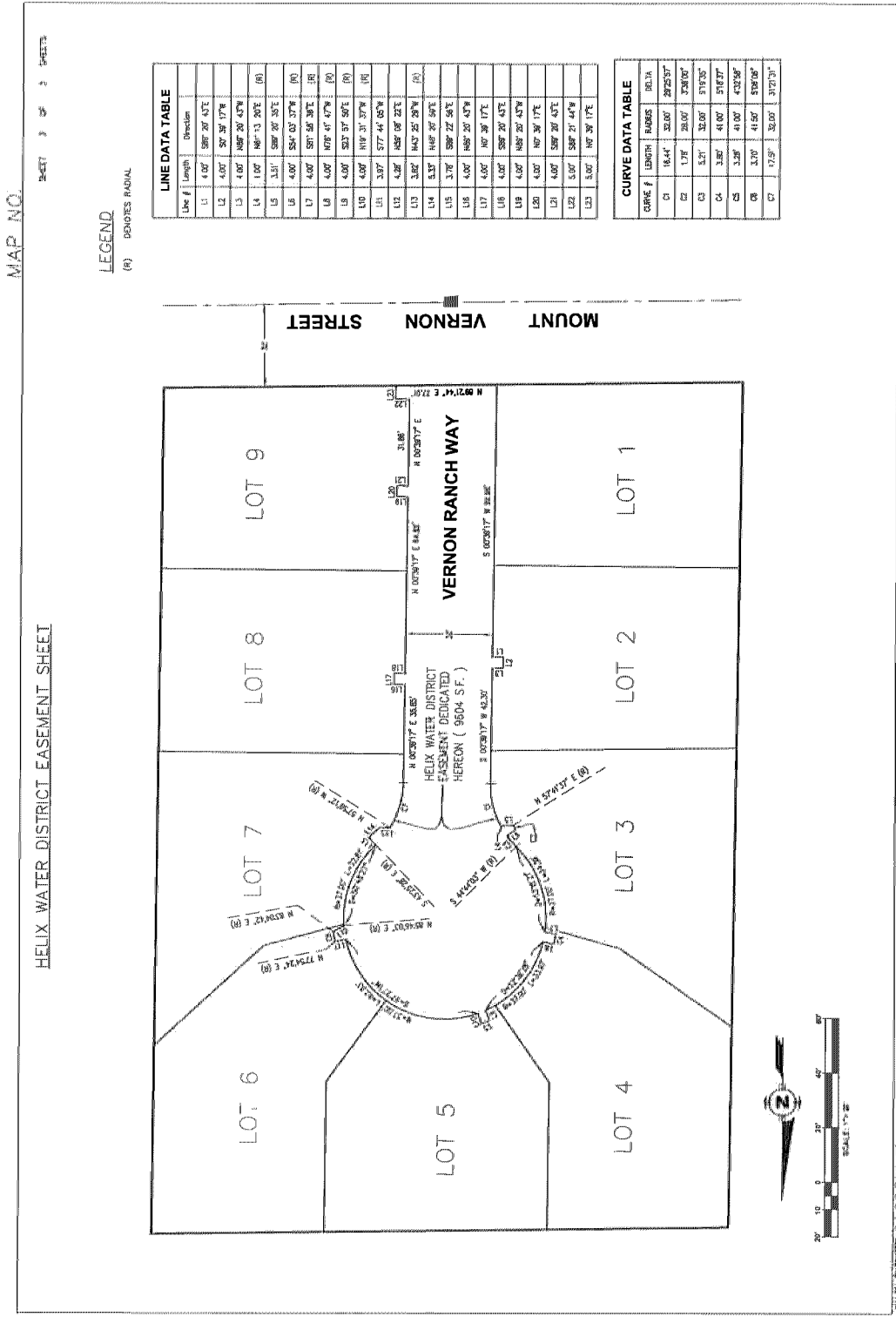
JAMES R. PIERCE  
DIRECTOR OF FINANCE

**RECORDER'S CERTIFICATE**

FILED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014, AT \_\_\_\_\_, CALIFORNIA, IN BOOK OF MAPS AT PAGE \_\_\_\_\_.

ERNEST J. DRONDMBERG, JR., COUNTY RECORDER





## RESOLUTION NO. 2748

### RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING TENTATIVE SUBDIVISION MAP TM0052 SUBDIVIDING 1.55 ACRES OF LAND INTO NINE LOTS AND A PRIVATE STREET AND CERTIFYING THE ATTACHED MITIGATED NEGATIVE DECLARATION (ND07-07) LOCATED AT 7012 & 7024 MOUNT VERNON STREET, LEMON GROVE, CALIFORNIA

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**WHEREAS**, the applicant, Randall McManus, filed a complete application for a Tentative Map on August 9, 2007 to authorize the subdivision of 1.55 acres of land on two parcels into nine lots and a private street as part of a Planned Development for the construction of nine single-family residential dwelling units located at 7012 & 7024 Mount Vernon Street; and

**WHEREAS**, a Mitigated Negative Declaration of Environmental Impact (ND07-07) will be filed subsequent to its adoption and the approval of the proposed project; and

**WHEREAS**, a public hearing was duly noticed and held by the Lemon Grove Planning Commission on September 24, 2007; and

**WHEREAS**, on September 24, 2007, the Planning Commission recommended that the City Council approve the proposed subdivision and planned development. The Planning Commission amended the resolutions of approval to include the following:

- New wooden fencing shall be required around the perimeter of the subdivision.
- The wood fence to be located along the western side of the subject property shall be limited to five-feet in height to the satisfaction of the Community Development Director.
- The existing utility pole located in the southeast corner of the subject property within the Mt. Vernon Street right-of-way is required to be placed underground.
- The fences located on the south side of Lots 1 and 9 shall be limited to 42 inches in height from the front property line a distance of 31 feet toward the rear property line of said lots and shall not exceed six feet in height beyond this point.

**WHEREAS**, a public hearing was duly noticed and held by the Lemon Grove City Council on November 6, 2007; and

**WHEREAS**, the City Council finds that the tentative map is consistent with the Lemon Grove General Plan because it proposes nine dwelling units at a density of 6.98 dwelling units per acre on 1.29 net acres of land in the Low/Medium Density Residential land use designation of the Lemon Grove General Plan which allows a maximum of seven dwelling units per net acre; and

**WHEREAS**, the City Council finds that the tentative map complies with the findings of fact required to approve this project because the project complies with the time limitations of the State Subdivision Map Act; the existing lots are legal lots; the proposed subdivision creates more than 5 lots; the proposed subdivision complies with the requirements of the Subdivision Ordinance; the map and design or improvements

# Attachment B

are consistent with applicable general and specific plans; the site is physically suitable for the type of development and for the proposed density of development; and

**WHEREAS**, the City Council has considered said Tentative Map and recommendations of the Community Development Department, City Engineer, and the Lemon Grove Fire Department 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, and improvement and design standards of the City of Lemon Grove; and

**WHEREAS**, the City Council has also considered Planned Development Permit (PDP06-005), site, architectural and landscape plans dated received August 9, 2007 associated with Tentative Subdivision map TM0052; and

**WHEREAS**, in accordance with Section 16.12.280 of the Lemon Grove Municipal Code, the City Council finds that it is impractical for this subdivision to conform fully to the requirements of the Subdivision Ordinance because the proposed waivers result in a better project. Modifications granted as part of the approval of this project are found to conform to the spirit and purpose of the Subdivision Map Act and of the Subdivision Ordinance of the Lemon Grove Municipal Code; and

**WHEREAS**, the City Council has reviewed the design of the proposed subdivision and waives the following requirements of the City Zoning Ordinance in order to accommodate the proposed subdivision pursuant to Municipal Code Section 16.12.280 and Government Code Section 65915:

1. A modification of Section 17.16.020D3a (Minimum Front Yard) to allow the proposed lots to have reduced minimum front yards (ranging from 20 to 23 feet) as specified in the Development Code because said modification is necessary to allow for varied front yards, a unique streetscape design and increased private open space and rear yard areas; and
2. A modification of Section 17.16.020D2 (Minimum Lot Width and Depth) to allow lots 3 and 7 to have reduced minimum lot depths as specified in the Development Code because said modification is necessary to provide a private cul-de-sac street in the limited site area (90 feet is required, 79 feet is proposed); and
3. A modification of Section 17.24.050C1 (Screening) to allow six-foot high fences within the street side yard setback area along Mount Vernon Street for Lots 1 and 9 excluding the front 31 feet from the front property line to provide added privacy and security to the residents of said lots.

**WHEREAS**, the City Council hereby makes the following findings of fact:

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 as discussed in the Mitigated Negative Declaration; and
2. The proposed Tentative Subdivision Map (TM0052) is consistent with the Residential Low/Medium density land use designation of the Lemon Grove General Plan which allows a maximum of seven dwelling units per net acre. The project proposes nine dwelling units at a density of 6.98 dwelling units per acre on 1.29 net acres of land; and

# Attachment B

3. The site is physically suitable for the proposed density of development because public utilities will be available to serve the proposed project; and
4. The design of the subdivision or the type of improvements will not cause serious public health problems because public sewer services 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 design and improvements of the proposed subdivision map complies with the requirements of the State Subdivision Map Act and the City of Lemon Grove Subdivision Ordinance except as specifically modified by the City Council; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lemon Grove, California, that the following be directed:

**SECTION 1.** Adopt the Mitigated Negative Declaration (ND07-07) finding that TM0052 and PDP06-005 would have no significant effect on the environment as mitigated; and

**SECTION 2.** Grant the following modifications of certain requirements of the City Subdivision Ordinance and General Plan in order to accommodate an aesthetically pleasing and desirable design of this project:

1. A modification of Section 17.16.020D3a (Minimum Front Yard) to allow the proposed lots to have reduced minimum front yards as specified in the Development Code because said modification is necessary to allow for varied front yards and a unique streetscape design. The developer requests a modification for reductions in the front setback (25 feet is required, 20 to 23 feet is proposed); and
2. A modification of Section 17.16.020D2 (Minimum Lot Width and Depth) to allow the proposed lots to have reduced minimum lot depth as specified in the Development Code because said modification is necessary to provide a private cul-de-sac street in the limited site area. The developer requested modifications for reductions in the lot depth (90 feet is required, 79 to 90 feet is proposed); and
3. A modification of Section 17.24.050C1 (Screening) to allow six foot high fences within the street side yard setback area along Mount Vernon Street for Lots 1 and 9 excluding the front 31 feet from the front property line to provide added privacy and security to the residents of said lots.

**SECTION 3.** Approve Tentative Map TM0052 and the grading, site, landscape and architectural plans dated received August 9, 2007 and incorporated herein by reference as Exhibit A, except as noted herein, subject to the following conditions which shall be complied with before a final map thereof is approved by the City Council and filed with the County Recorder of San Diego County.

A. PRIOR TO ISSUANCE OF ANY GRADING OR IMPROVEMENT PERMIT:

- 1) Obtain approval of all required discretionary permits for Tentative Map (TM0052) and Planned Development Permit (PDP06-005).
- 2) Submit and obtain approval of a Standard Urban Stormwater Mitigation Plan (SUSMP) for the proposed project to the satisfaction of the Water



# Attachment B

Quality Program Coordinator and the City Engineer. The SUSMP shall be completed and approved prior to the issuance of any other permits.

- 3) Submit and obtain approval of the grading plan to the satisfaction of the City Engineer.
- 4) The subdivider shall submit improvement plans and specifications with applicable fees for improvements of all streets, access and drainage easements, culverts, drainage structures and drainage channels to the City Engineer for approval which includes off-site improvements (if applicable).
- 5) The improvement plans shall include a detail of the curb outlet to the satisfaction of the City Engineer.
- 6) If the improvement plans show a need to excavate in any public road right-of-way, the developer shall place a cash deposit with the City Engineer to insure any damage to the existing roadway or other public improvements are repaired in a timely manner.
- 7) The applicant shall submit sewer lateral plans with the improvement plans. These sewer lateral plans shall be submitted in digital format and on paper copies to the satisfaction of the City Engineer.

## B. PRIOR TO APPROVAL AND RECORDATION OF A FINAL MAP:

### Public Improvements

- 1) The subdivider shall provide proof satisfactory to the Director of Public Health that there exists an adequate potable water supply available to each lot or parcel, and that the subdivider install or agree to install water supply pipes of a minimum six inches in diameter, provided that the City Engineer may require such other diameter of water supply pipe as may be recommended by Helix Water District.
- 2) Grade streets to grades and widths required by the City standards.
- 3) The existing utility pole located in the southeast corner of the subject property shall be removed. All existing overhead utilities located within the Mount Vernon Street right-of-way abutting the subject property shall be placed underground.
- 4) All new utility distribution facilities, including cable television lines, within the boundaries of any new subdivision or within any half street abutting the new subdivision shall be placed underground. The subdivider shall coordinate with the necessary cable television operators 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 unless directed otherwise by the City Engineer. All proposed structures on the subject property shall connect to the utility systems via underground systems.
- 5) The subdivider shall construct or shall cause to be constructed, at no cost to the City, a street lighting system conforming to City standards.

## Attachment B

- 6) Street alignments and grades, including the change of any existing or proposed street alignment and grade, shall be as required by the City Engineer.
- 7) Provide construction improvement plans with applicable fees and construct the public improvements along Mount Vernon Street as proposed in the Grading and Landscape Plan to the satisfaction of the City Engineer prior to issuance of building permits. Improvement permit work shall include the full width replacement of the pavement section on the Mount Vernon Street frontage, public improvements shown on the Grading Plan within the City right-of-way and roadway easements, and other improvements incidental to the proposed street improvements as required and modified by the City Engineer.
- 8) Obtain an encroachment permit for the installation of private utilities and/or for grading work in/or adjacent to the public right-of-way.
- 9) The installation of gas, electric, sewer, and water lines and any other below surface utilities is required to take place before the installation of any concrete curbs, gutters, sidewalks, and surfacing of the streets (including repair or replacement).
- 10) The structural pavement section for the private street located on the subject property shall be based on the soils report prepared by a Geotechnical Engineer to the satisfaction of the City Engineer and consistent with the City of Lemon Grove Private Street Standards.
- 11) Sight distance requirements along streets and at all intersections shall conform to the intersectional sight distance criteria as provided by the American Association of State Highway Officials in the publication "Geometric Design for Local Roads and Streets 1971" or as revised.
- 12) All public streets curb return radii shall be a minimum radius acceptable to the City of Lemon Grove Fire Chief and City Engineer.
- 13) The subdivider shall provide the City Engineer with letters from the serving utility companies stating that arrangements satisfactory to the utility have been made to serve all parcels created. No letter will be required from the Pacific Bell Telephone Company.
- 14) Submit an Encroachment Maintenance and Removal Agreement to be reviewed and approved by the City Engineer for the work along Mount Vernon Street within the City right-of-way or roadway easements, to include, but not be limited to: planters, landscaping and irrigation, sidewalks and driveway approaches. The use of non-standard improvements within the City right-of-way along Mount Vernon Street will be required to be reviewed and approved by the City Engineer as part of the Encroachment Maintenance and Removal Agreement.
- 15) The developer/owner shall be required to repair and/or replace any damaged public improvements fronting the project.
- 16) On-street parking is allowed along one side of the proposed private street and along the Mount Vernon Street frontage west of the proposed private street. Parking will be prohibited along the Mount Vernon Street frontage east of the proposed private street for adequate vehicular line of sight or

# Attachment B

as modified by the City Engineer. The prohibited parking area shall include signage and curb markings to the satisfaction of the City Engineer. The prohibited parking area shall be marked and posted "No Parking" and the appropriate curbs shall be painted red to the satisfaction of the City Engineer.

- 17) Dense fast growing landscaping shall be installed within the public right-of-way fronting Mount Vernon Street between the sidewalk and the south property lines of lots 1 and 9 to the satisfaction of the Community Development Director. No plant species over three and one-half feet in height shall be installed in the landscaped right-of-way along the Mount Vernon Street frontage east of the proposed private street to provide adequate vehicular line of sight to the satisfaction of the City Engineer.

## **Sanitary Sewer Service**

- 18) Each dwelling unit of the proposed subdivision shall be connected to a sewer of the Lemon Grove Sanitation District.
- 19) Backflow prevention devices for private building sewers shall be required pursuant to Section 710.0 of the CBC (2000 UPC).
- 20) Submit a copy of Title Report as required.
- 21) Obtain sewer permits and pay capacity fees for seven dwelling units or as modified by the Lemon Grove Sanitation District prior to building permit issuance.
- 22) The subdivider shall provide easements for all proposed sewer facilities as required by the Lemon Grove Sanitation District. The location of the proposed sewer facilities shall be as required by the Lemon Grove Sanitation District.
- 23) The sewer main on the proposed private road for this project shall be designated as private, not public as indicated on the plans. A combination private sewer, drainage and street maintenance agreement must be signed and notarized, then submitted for review and approval by the City Engineer. The agreement will be recorded as required by the City of Lemon Grove. The sewer system is required to be maintained and repaired by the Home Owner's Association for this development as required by the Lemon Grove Sanitation District.

## **Drainage Requirements**

- 24) The subdivider shall prepare construction plans and construct drainage facilities in accordance with the Drainage and Hydrology Study prepared for the project to the satisfaction of the City Engineer.
- 25) Provide the City with a final drainage/hydrology report indicating that the site design is in accordance with the report and the National Pollutant Discharge Elimination System (NPDES) permit. On-site drainage shall be in compliance with the NPDES permit.
- 26) The Developer, Current and Future Property Owners shall adhere to the recommendations of the requirements of the Standard Urban Stormwater Mitigation Plan (SUSMP) prepared for this project to the satisfaction of the Water Quality Program Coordinator.

# Attachment B

- 27) The applicant shall in a manner meeting the approval of the City Engineer, design provisions for surface drainage and design all necessary storm drain facilities extending to a satisfactory point of disposal for the proper control and disposal of storm runoff. All necessary easements for storm drains shall be obtained and recorded on the final map.
- 28) Prior to issuance of building permits, incorporate best management practices including site design, source control and treatment, construction and on-going maintenance identified in the SUSMP and Drainage Report.
- 29) Prior to Final Map recording, a maintenance agreement for the maintenance of all onsite drainage improvements shall be established to the satisfaction of the City Engineer.

## **Grading**

- 30) The subdivider shall submit grading plans and a grading permit application to the City Engineer. Grading plans shall be prepared by a registered civil engineer and approved before or concurrently with the approval of the improvement plans. The developer shall submit an erosion and sediment control plan with construction Best Management Practices (BMPs) for review and approval by the Water Quality Coordinator which will be required to be abided by during grading activities.
- 31) Building permits shall be submitted with the grading plans for retaining walls where required. Except as noted in this condition, building permits shall be termed building permits for post-grading activities in the resolutions approving this project.
- 32) Submit a truck routing plan for grading activities concurrent with the submittal of the grading plan and grading permit application if required by the City Engineer.
- 33) The developer/owner shall submit an erosion control plan and irrigation plan with a sediment control plan to the satisfaction of the City Engineer.
- 34) The contractor/permittee conducting any earth moving operation shall be responsible for controlling dust created by its grading operation or activities at all times.
- 35) Certification that the as-built grading is consistent with Municipal Code Section 18.08.380 shall be submitted prior to issuance of building permits.
- 36) All grading permit fees and deposits shall be paid and all actions necessary preceding the issuance of the grading permit shall be completed prior to recording the final map.
- 37) Obtain a major grading permit from the City prior to any grading activities and recordation of the final map.
- 38) Provide the City with, upon completion of the grading, a compaction report from the geotechnical firm and a letter from a licensed civil engineer that the grading and elevations of the pad were done in accordance with the approved grading plans prior to the issuance of building plans.

# Attachment B

- 39) Provide the City with, upon completion of the paving, a letter from the geotechnical firm or a licensed civil engineer that the structural pavement section was constructed in accordance with the geotechnical report prior to the issuance of final occupancy.
- 40) Prior to grading activities, grading plan approval and building permit issuance, a final soils report, with a recommendation for pavement thickness on all proposed paved surfaces, is required to be submitted, reviewed and approved by the Building Department and City Engineer.
- 41) The development and preparation of the site shall conform to the soils and geotechnical reports submitted to the City.
- 42) A designee of the applicant shall conduct a cultural resources records search and a Sacred Lands File search of the project area to determine if there is likelihood for on-site Native American cultural resources. A copy of a letter regarding the records search shall be provided to the Community Development Department prior to issuance of grading or improvement permits. The report shall provide recommendations for further analysis and those recommendations shall be implemented as a part of the mitigation measures.
- 43) If cultural resources are discovered during site preparation and/or grading, then any further work shall cease and programs and procedures shall be initiated as outlined in CEQA guidelines 15064.5.

## **Fire Protection**

- 44) The subdivider shall grant to the appropriate agency by recorded documents all required easements, specifically all on-site water main easements that serve fire hydrants, or furnish a letter from said agency that none are required.
- 45) Each dwelling unit in the development shall be protected with an approved NFPA 13D automatic fire suppression sprinkler system to the satisfaction of the Fire Marshal.
- 46) The cul-de-sac and one side of the proposed private road shall be designated as a Fire Lane with no parking. Fire lane markings shall be provided to the satisfaction of the Lemon Grove Fire Department along the private street within the project. The fire lane will be designated per City Fire Department standards and shall be marked and posted "No Parking-Fire Lane" and the appropriate curbs shall be painted red to the satisfaction of the City of Lemon Grove Fire District. A final inspection by the Fire Department shall be required to confirm compliance with this requirement prior to the construction with combustible materials and final occupancy.
- 47) The project shall comply with all applicable provisions of the California Fire Code and the California Building Code.

## **Lighting**

# Attachment B

- 48) A deposit sufficient to cover one year operation costs for the initial operation costs expended by the Lighting District for the subject property shall be submitted until the lots are placed on the Tax Assessor's yearly statement.
- 49) The street lights of the development shall become a part of the Lemon Grove Lighting District as required.
- 50) As-built drawings shall be submitted to SDG&E to energize all of the required street lights.
- 51) A formal written request to add street lights to the Lemon Grove Lighting District shall be submitted to the City of Lemon Grove Lighting District prior to permanent energizing.
- 52) Install the proposed street lights to the satisfaction of the City Engineer. Contact SDG&E for installation and billing requirements.

## **Final Map**

The final map shall show or provide for the following:

- 53) 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 Director.
- 54) The final map shall include the entire area shown on the tentative map and shall not be filed as units. Lot numbering and design on the final map shall be in substantial conformance to that shown on the approved tentative map.
- 55) The final map shall indicate that this project is a development for nine single-family lots each with one dwelling unit.
- 56) The final map shall include the signature of the Community Development Director prior to recording.

## **Other**

- 57) A Homeowners' 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 Director and the City Engineer. The CC&Rs shall include the requirements of the Private Street, Sewer and Drainage Maintenance Agreement, the SUSMP and the Drainage Report approved for this project and all other HOA requirements to the satisfaction of the Water Quality Program Coordinator, City Engineer and Community Development Director and shall be recorded concurrent with the final map and shall include but not be limited to:
  - a. Best Management Practices (BMP's) and a Private Street, Sewer and Drainage Maintenance Agreement. The maintenance and the preservation of the natural drainage, private sewer and private street facilities shall be included in the CC&Rs. The Developer, Current and Future Property Owners shall adhere to the recommendations of the SUSMP, Drainage Report and CC&Rs approved for this project.

## Attachment B

- b. HOA shall be responsible for the ongoing maintenance of landscaping and irrigation of slopes, parkways, and open space areas.
  - c. Immediate removal of graffiti is required.
  - d. All garage doors shall be automatic roll-up type doors and equipped with remote control devices.
  - e. 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.
  - f. Maintain the drainage facilities and any access easements (where they occur) on the property.
  - g. Identify and implement the BMP's set forth in the Standard Urban Stormwater Mitigation Plan (SUSMP) prepared for this project and state that the Developer, Current and Future Property Owners shall comply with the recommendations of the SUSMP prepared for this project to the satisfaction of the Water Quality Program Coordinator and the City Engineer.
  - h. Funding of the long term maintenance of all facilities required by the SUSMP shall be included in the annual HOA budget.
  - i. 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.
  - j. All garages shall be available for required off-street parking at all times. Parking in the cul-de-sac, along one side of the private street and along Mount Vernon Street adjacent to Lot 9 is prohibited.
  - k. Each lot shall be entirely landscaped, including rear and side yard areas, within one year of issuance of the certificate of occupancy.
- 58) 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, public street, parkway, private street and drainage facilities (where they occur), slope banks, landscaping and irrigation. Said Conditions, Covenants and Restrictions 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 forbid amendments to the CC&Rs without express written consent of the City.
- 59) The subdivider shall comply with section 66436 of the Government Code by furnishing to the City Engineer a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: a) they have received from the developer a copy of the proposed final map; b) they object to/do not object to the filing of the map without their signature; c) in the case of a street dedication affected by their existing easement, they will sign a "subordination certification" or "joint-use certificate" on the map when required by the governing body.

## Attachment B

- In addition, the subdivider shall furnish proof to the satisfaction of the City Engineer that no new encumbrances have been created that would subordinate the City's interest over areas to be dedicated for public road purposes since submittal of the tentative map.
- 60) 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.
  - 61) All plans and technical studies required to be submitted to City of Lemon Grove Engineering Services Department for review and approval shall be prepared by a California Registered Professional Engineer or applicable utility provider.
  - 62) For any work within the public right-of-way, the subdivider shall secure an encroachment permit to work within the City right-of-way and place a special deposit with the City to ensure that any damage to the existing roadway or other public improvements is repaired in a timely manner.
  - 63) The subdivider shall provide easements for the maintenance of all proposed landscaped areas on-site as required by the City Engineer and Community Development Department.
  - 64) Prior to building permit issuance and recordation of the final map, submit a maintenance agreement for the on-going maintenance of the private street, sewer, drainage facilities, landscaping, fencing and other facilities as specified, reviewed and approved by the City Engineer and Community Development Director. This maintenance agreement shall be adhered to by the HOA and incorporated into the CC&Rs to the satisfaction of the Community Development Director and City Engineer.
  - 65) The subdivider shall provide the City Engineer with two reproducible Mylar copies of the final map for recordation.
- C. The protection of the public interest requires that the subdivider, contractors, builders, lot or parcel owners, and other person, firms and corporations concerned with the development of said subdivision conform to the following standards, and all permits required by the City of Lemon Grove will be issued pursuant to such standards:
- 1) All domestic water supplied for this subdivision shall come from the Helix Water District.
  - 2) All buildings constructed in this subdivision shall be connected to the public sewer system of the Lemon Grove Sanitation District.
  - 3) The project shall comply with applicable provisions of the 2001 California Building Code which adopts the 1997 UBC, 2000 UMC, UPC, 2002 NEC & title 24 Energy Requirements.
  - 4) Sewer and water lines shall not be laid in the same trench in any part of this subdivision.
  - 5) Proper drainage shall be maintained throughout this subdivision as to prevent ponding and/or storage of surface water and shall be in



# Attachment B

compliance with the National Pollutant Discharge Elimination System (NPDES) permit to the satisfaction of the City Engineer.

- D. 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 City Council in time so that said Council may approve the map before this approval expires; unless prior to that date the Planning Commission or City Council subsequently grants a one-year time extension for obtaining such approval of said final map or maps as provided by the City Subdivision Ordinance.
- E. The subdivider 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/subdivider of any claim, action, or proceeding brought within this time period, and City shall further cooperate fully.

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# Attachment B

PASSED AND ADOPTED by the City Council of the City of Lemon Grove, California on November 6, 2007 by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	xx			
Thomas Clabby	xx			
Mary England	xx			
Jerry Jones	xx			
Jerry Selby	xx			

  
 MARY TERESA SESSOM, Mayor

Attest:  
  
 SUSAN GARCIA, City Clerk

CERTIFICATION OF CITY CLERK

I, Susan Garcia, City Clerk of the City of Lemon Grove, California do hereby certify the foregoing to be a true and exact copy of Resolution No. 2748 duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

\_\_\_\_\_  
 SUSAN GARCIA, City Clerk

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.H  
**Mtg. Date** June 16, 2015  
**Dept.** City Manager's Office

**Item Title:** **Fire Inspector Job Description**

**Staff Contact:** Corinne Russell, Human Resources Analyst

**Recommendation:**

Adopt a resolution (**Attachment A**) approving the Fire Inspector job description, that was presented as part of the budget on June 2, 2015.

**Item Summary:**

Since 2004, the City has operated with two part-time retired annuitants performing the needs of fire inspections, fire prevention, and public education. Due to CalPERS retired annuitant regulations and the organizational needs, staff recommends restructuring the Fire Prevention duties to fit both the City and Heartland Fire and Rescue. Doing this will combine the two part-time positions into one full-time position to perform these duties at a shared cost between the Heartland agencies. This position would be responsible for the Lemon Grove fire prevention duties as well as help El Cajon and La Mesa when needed.

Attached is the resolution approving this job description and the job description detail, based on City Council approval this change will be reflected in the mid-year budget.

**Fiscal Impact:**

The cost difference between our 2 part-time positions and 1 full-time position will be \$8,778. With the cost sharing between the Heartland members, the City's portion of the cost will be \$1,316.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- A. Resolution (Fire Inspector Job Description included)

# Attachment A

## RESOLUTION NO.

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE FIRE INSPECTOR JOB DESCRIPTION

---

**WHEREAS**, the City has utilized part-time personnel to manage fire inspections, fire prevention and public education; and

**WHEREAS**, the needs of the City and Heartland Fire and Rescue is to restructure the Fire Prevention duties to a full time position (Fire Inspector); and

**WHEREAS**, the City Council finds it in the public interest to approve the job description for Fire Inspector.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California hereby approves the attached Fire Inspector job description (**Exhibit 1**).



## EXHIBIT 1 CITY OF LEMON GROVE

Class Title: Fire Inspector  
Department: Fire Department

### GENERAL PURPOSE

To perform a variety of technical fire and life safety inspections; to enforce compliance with federal, state, and city fire and safety laws, ordinances, and regulations; to investigate origin and causes of fires, to increase public awareness of fire safety and prevention; and to do related work as required.

### SUPERVISION RECEIVED AND EXERCISED

Receives direct supervision from the Fire Marshal.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/ or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Inspect residential, commercial, industrial, institutional buildings, schools, hospitals as well as places of public assembly to determine compliance with state and local fire and building codes; inspect operations, devices and equipment requiring the inspection or approval of the Fire Department; perform business license inspections.
- Interpret and enforce provisions of fire prevention and fire safety laws, ordinances and other regulations; issue notices, warnings and citations.
- Perform periodic and follow-up inspections of new and existing buildings, structures and installations requiring fire clearances.
- Respond to and handle complaints pertaining to violation of fire prevention laws and give correction orders as necessary; respond to other types of citizen service requests.
- Check building plans for code compliance; consult with architects and developers regarding problems; check plans and installation of sprinkler systems, heat activated alarm systems, and other fire prevention devices and equipment.
- Conduct weed abatement inspections, supervise cleaning of lots by City contract crews, and complete accompanying paperwork and records; coordinate the weed abatement program.
- Participate in the public information/education activities of the department, including making presentations and demonstrations for groups and schools. Work with schools, service clubs and other community groups to involve a greater portion of the community in the fire safety educational process; Interview juveniles regarding fire safety.
- Conduct fire prevention inspections, keep up-to-date records of inspections; prepare detailed inspection reports; follow up on complaints to see that hazards are eliminated; maintain records on City computer.
- Perform fire and arson investigations, as assigned.
- Inspect facilities for hazardous processes, public assemblies and related activities and recommend corrective action.

# Attachment A

- Participate in Fire Investigation duty rotation as assigned and respond to the site of emergency incidents, notify appropriate authorities and coordinate cleanup activities.
- Operate City vehicles and equipment in a safe and legal manner.
- Perform related duties as required.

## **EDUCATION AND EXPERIENCE**

Any combination of education, training and experience that clearly demonstrates possession of the knowledge and abilities needed to perform the typical duties and responsibilities listed above. A typical way to obtain the knowledge and abilities would be:

### **Education/Training:**

Graduation from high school, or equivalent supplemented by college level courses in fire, science, fire prevention, fire protection, plan checking and building construction; or course completion of Office of the State Fire Marshal courses in the Fire Prevention Series.

Successful completion of the following courses is required within one year of appointment:

- Fire Prevention 1A- 1C or Fire Inspector 1A-1D

### **Experience:**

At least one year of fire prevention experience, as an intern, reserve or regular status employee.

## **LICENSES AND CERTIFICATION**

- Possession of a valid Class C California Driver's License is required;
- Successful completion of *P.C 832-Laws of Arrest* is required within 6 months of appointment
- Must obtain *Office of the State Fire Marshal Fire Prevention or Inspector* certificate within 18 months of appointment
- Possession of or ability to obtain certification by the International Code Council as Fire Inspector I within 1 year of appointment

## **KNOWLEDGE, SKILLS, AND ABILITIES**

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short time period of time in order to successfully perform the assigned duties.

### **Knowledge of:**

- Principles, practices, and techniques of fire prevention.
- Principles and techniques of building inspection work.
- Practices, procedures, and equipment used in fire investigations, including the ability to recognize and collect evidence.
- Procedures, techniques and equipment such as fire extinguishers, sprinkler systems, and alarm systems.
- Pertinent federal, state, and local laws, codes, regulations, rules and ordinances pertaining to fire prevention, safety and hazardous materials.
- Principles, practices, and procedures of modern fire protection theory and techniques.

# Attachment A

- Storage and handling requirements for hazardous materials.
- Principles and practices of customer service.
- Principles of basic report preparation and business letter writing.
- Office procedures, methods and equipment including computers and applicable software applications.

## Ability to

- Read and Interpret codes, regulations and technical reports, and learn codes as needed.
- Communicate clearly and concisely, both orally and in writing.
- Enforce a variety of codes, ordinances, and regulations pertaining to fire prevention with firmness and tact, Ability to gain voluntary compliance through effective communication and education.
- Detect and evaluate and wide variety of hazardous conditions and materials.
- Learn to conduct thorough and detailed fact finding investigations of fire incidents.
- Establish and maintain effective and cooperative working relationships with coworkers and those connected in the course of work.
- Read, interpret, and make corrections on building plans as they relate to fire code requirements.
- Prepare and present professional fire safety presentations to civic organizations.
- Analyze facilities and recommend effectively fire safety measures
- Deal tactfully, sensitively, and effectively with all members of the public

## **PHYSICAL DEMANDS AND WORK ENVIRONMENT**

Employees may be exposed to physical and emotional hazards associated with firefighting, emergency medical response and rescue. Employees must possess the physical, mental and emotional ability to perform the duties of the position. The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**Physical Demands:** Primary functions may require maintaining physical condition necessary for sufficient mobility to work in an office setting; walk, stand, or sit for prolonged periods of time; regularly stoop, bend, kneel, crouch, reach, and twist, traverse steep slopes, occasionally climb and balance; occasionally push, pull, lift, and/or carry light to moderate weights; occasionally lift and/or move moderate to heavy weights; operate office equipment including use of computer keyboard; ability to communicate verbally to exchange information; ability to operate a vehicle to travel to various locations.

**Work Environment:** Standard Office setting with frequent travel to various locations to conduct inspections, attend meetings or respond to emergency scenes, disasters, or critical incidents; the employee occasionally works near moving mechanical parts; occasionally exposed to outside weather conditions and wet and/or humid conditions; occasionally works in high, precarious places; occasionally exposed to fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, risk of electrical shock, risk of radiation and vibration; the noise level in the work is usually moderate; however, the noise level is occasionally very loud due to sirens, fire alarm system testing, etc; wear protective apparel including goggles, face protector, aprons, safety shoes, and self contained breathing apparatus; incumbents may be required to work extended hours including evenings, weekends, and may be required to

# Attachment A

travel outside City boundaries to attend meetings. Shall possess the physical, mental, and emotional ability to travel outside City boundaries to attend meetings. Shall possess the physical, mental, and emotional ability to perform the essential duties of the position without the threat of hazard to self or others.

## GUIDELINES

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

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

Approved by City Council :



**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.1  
**Mtg. Date** June 16, 2015  
**Dept.** City Manager's Office

**Item Title:** **OES Chief Officers Reimbursement**

**Staff Contact:** Corinne Russell, Human Resources Analyst

**Recommendation:**

Adopt a resolution (**Attachment B**) to verify the City's compensation practices for the purpose of qualifying for portal-to-portal reimbursement from the State Office of Emergency Services (OES).

**Item Summary:**

The Office of Emergency Services (OES) has recently imposed changes to how local agencies will be reimbursed for employee time while on fire deployments throughout California.

The existing process is that the OES will reimburse local agencies portal-to-portal for all reimbursable positions, i.e. suppression personnel on a 56-hour workweek and Chief Officers on a 40-hour workweek. This means that the City will be reimbursed for all hours worked by reimbursable positions beginning at the time of dispatch to return of jurisdiction when equipment and personnel are in service and available for agency response.

The new process of reimbursable assignments remains the same with the exception that as of May 31, 2015 local agencies must now have on file with the OES a resolution or language in the applicable memorandum of understanding (MOU) identifying the terms and conditions for Fire Department personnel's compensation when they are away from their official duty station and assigned to an emergency incident. Without the MOU language or a resolution, the OES will only reimburse the City for the actual hours assigned to suppression efforts by reimbursable positions on the emergency assignment, and not portal-to-portal time (rest cycle hours on the emergency incident, travel time to and from the emergency incident, etc.).

This method of compensation is past practice but there is no language in the current Fire MOU identifying this practice. The attached resolution meets the requirements of the OES so that the City can continue to seek reimbursement for all employee time portal-to-portal when assigned to an emergency incident under the State Master Mutual Aid system.

**Fiscal Impact:**

None.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachment:** A. Resolution

# Attachment A

## RESOLUTION NO. 2015-\_\_\_\_

### RESOLUTION OF THE LEMON GROVE CITY COUNCIL IDENTIFYING THE TERMS AND CONDITIONS FOR FIRE CHIEF OFFICERS RESPONSE AWAY FROM THEIR OFFICAL DUTY STATION AND ASSIGNED TO AN EMERGECCNY INCIDENT

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**WHEREAS**, the City of Lemon Grove is a public agency located in the County of San Diego, State of California, and

**WHEREAS**, the City of Lemon Grove will compensate its employees portal to portal while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response; and

**WHEREAS**, the City of Lemon Grove will compensate its management employee classifications of Fire Chief, Deputy Fire Chief and Fire Division Chief at their regular rate of pay while in the course of their employment and away from their official duty station and assigned to an emergency incident, in support of an emergency incident or pre-positioned for emergency response.

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

1. The City of Lemon Grove will maintain a current salary survey or acknowledgement of acceptance of the "base rate" of file with the California Governor's Office of Emergency Services, Fire Rescue Division.
2. Personnel will be compensated (portal to portal) beginning at the time of dispatch to the return of jurisdiction when equipment and personnel are in service and available for agency response.
3. Fire Chief Officers include the classifications of: Fire Chief, Deputy Fire Chief and Fire Division Chief.

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

Item No. 1.J  
Mtg. Date June 16, 2015  
Dept. City Manager's Office

Item Title: **Amendment to the Agreement for Legal Professional Services**

Staff Contact: Graham Mitchell, City Manager

**Recommendation:**

Adopt a resolution (**Attachment A**) approving an Amended "Schedule of Fees & Costs" to the Agreement for Legal Professional Services with Lounsbery Ferguson Altona & Peak, LLP.

**Item Summary:**

On June 15, 2010, the City entered into an agreement for legal professional services with Lounsbery Ferguson Altona & Peak, LLP (LFAP) in order to retain Mr. James P. Lough as the City Attorney. On June 4, 2013, the City amended the professional services agreement. The City relies on Mr. Lough's services along with assistance from other staff affiliated with LFAP.

The agreement with LFAP requires that a performance evaluation be conducted annually for Mr. Lough. On June 2, 2015, the City Council conducted a performance review of the City Attorney. Based on the outcome of the review, the Mayor was directed to negotiate a rate adjustment. That negotiation has concluded and staff has prepared an amended "Schedule of Fees & Costs"—those rates have not been modified since 2013.

Based on the outcome of the performance evaluation, it is recommended that the "Schedule of Fees & Costs" for legal professional services be amended by adjusting the hourly rates for city attorney and paralegal services by approximately 5 percent, changing the hourly rates from \$158 to \$166 and \$90 to \$95, respectively. A resolution (**Attachment A**) approves an amendment to the agreement.

**Fiscal Impact:**

The adjusted rates are reflected in the proposed FY 2015-16 Budget.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

A. Resolution

# Attachment A

RESOLUTION NO. 2015-\_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA  
APPROVING AN AMENDED "SCHEDULE OF FEES & COSTS" FOR THE AGREEMENT  
FOR LEGAL PROFESSIONAL SERVICES WITH LOUNSBERY FERGUSON ALTONA &  
PEAK, LLP**

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**WHEREAS**, on June 15, 2010, the City Council adopted Resolution No. 2956, approving an agreement with Lounsbery Ferguson Altona & Peak, LLP for legal professional services; and

**WHEREAS**, on June 4, 2013, the City Council adopted Resolution No. 3196 amending the "Schedule of Fees & Costs," included with the Agreement; and

**WHEREAS**, the services, provided by Lounsbery Ferguson Altona & Peak, LLP continue to meet the needs of the City; and

**WHEREAS**, based on the performance of the City Attorney and the service of Lounsbery Ferguson Altona & Peak, LLP, an adjustment in the "Schedule of Fees & Costs" is warranted.

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

1. Declares that the foregoing findings are true and correct; and
2. Approves the Amended "Schedule of Fees and Costs" (attached) of the Agreement for legal professional services with Lounsbery Ferguson Altona & Peak, LLP for all legal services as required by the City.

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**EXHIBIT B**

**SCHEDULE OF FEES & COSTS**

CITY ATTORNEY'S fee shall be \$166.00 per hour for legal services provided. The fee for paralegal or law clerk services shall be at a rate of \$95.00 per hour. Costs shall be based on the reasonable actual costs to provide the services.

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.K  
**Mtg. Date** June 16, 2015  
**Dept.** Mayor's Office

**Item Title:** **Lemon Grove City Council Appointments to Commissions, Boards & Committees Appointments (2015)**

**Staff Contact:** Mary Teresa Sessom, Mayor

**Recommendation:**

Ratify the Mayor's City Councilmember assignments to committees, commissions and boards.

**Item Summary:**

The 2015 Commission, Boards & Committees Appointments (**Attachment A**) identifies City Council appointments to various committees, commissions and boards. It is recommended that the City Council ratify the appointments to these committees, commissions and boards.

**Fiscal Impact:**

None.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- A. Lemon Grove City Council Commissions, Boards & Committees Appointments

**LEMON GROVE CITY COUNCIL  
2015 COMMISSIONS, BOARDS & COMMITTEES APPOINTMENTS**

Commission/Board/Committee	Meeting Location/Contact Information	Designated Seats	Council Appointment
<p align="center"><b>City/School District Collaboration Committee</b></p> <p>Quarterly—February, May, August, November 2<sup>nd</sup> Tuesday @ 7:30am</p>	<p align="center"><b>Lemon Grove School District</b> (Board Room) 8025 Lincoln, Lemon Grove, CA 91945 Marjie Cappiello (619) 825-3819 <a href="mailto:mcappiello@lemongrove.ca.gov">mcappiello@lemongrove.ca.gov</a></p>	<p align="center">Council Seats (2)</p>	<p align="center">Sessom Vasquez</p>
<p align="center"><b>East County Economic Development Council (ECEDC)</b></p> <p>3<sup>rd</sup> Wednesday @ 7:30am</p>	<p align="center"><b>ECEDC</b> 1908 Friendship Drive El Cajon, CA 92020 (619) 258-3670 <a href="mailto:re-al.lewis@eastcountyledc.org">re-al.lewis@eastcountyledc.org</a></p>	<p align="center">Council Seat Alternate</p>	<p align="center">Gastil Mendoza</p>
<p align="center"><b>Heartland Communications Facility Authority (HCFA)</b></p> <p>Quarterly—January, April, July, October 4<sup>th</sup> Thursday @ 4:00pm <i>(compensation for attendance)</i></p>	<p align="center"><b>Ronald Reagan Community Center</b> 195 East Douglas, El Cajon, CA 92020 Valerie Nellis (619) 441-1623 <a href="mailto:vnellis@sdrecc.org">vnellis@sdrecc.org</a></p>	<p align="center">Council Seat Alternate</p>	<p align="center">Vasquez Mendoza</p>
<p align="center"><b>Heartland Fire Training Facility Authority (HFTFA)</b></p> <p>Quarterly—2<sup>nd</sup> Thursday @ 4:00pm <i>(Fire Chief, Rick Sitta)</i></p>	<p align="center"><b>Heartland Fire Training Facility</b> 1301 N. Marshall, El Cajon, CA 92020 Dave Miller, (619) 441-1693 <a href="mailto:davem@heartlandfiretraining.org">davem@heartlandfiretraining.org</a></p>	<p align="center">Council Seat Alternate</p>	<p align="center">Vasquez Mendoza</p>
<p align="center"><b>Helix Water District Water Representative &amp; liaison</b> HWD sponsorships for Water Education Foundation tours <i>(3/year for 3 persons)</i></p>	<p align="center">Sandy Janzan –Board Secretary (619) 466-0585 <a href="mailto:sandy.janzan@helixwater.org">sandy.janzan@helixwater.org</a></p>	<p align="center">Council Seat</p>	<p align="center">Mendoza</p>
<p align="center"><b>League of California Cities Executive Committee Luncheon mtg.</b></p> <p>Monthly—2<sup>nd</sup> Monday @ 11:30am <i>(no meeting April, July, October)</i></p>	<p align="center"><b>Four Points Sheraton</b> 8110 Aero Drive, San Diego, CA 92123 Phil Scollick, City Clerk <a href="mailto:cityclerk@san-marcos.net">cityclerk@san-marcos.net</a> (2015 Secretary)</p>	<p align="center">Council Seat Alternate</p>	<p align="center">Sessom Mendoza</p>
<p align="center"><b>League of California Cities Legislative Committee</b></p>	<p align="center">////////////////////////////////////</p>	<p align="center">Council Seat</p>	<p align="center">Gastil</p>
<p align="center"><b>League of California Cities Conference Voting Delegate</b></p>	<p align="center">As appointed</p>	<p align="center">Council Seat</p>	<p align="center">As determined prior to conference</p>

**LEMON GROVE CITY COUNCIL  
2015 COMMISSIONS, BOARDS & COMMITTEES APPOINTMENTS**

Commission/Board/Committee	Meeting Location/Contact Information	Designated Seats	Council Appointment
<p style="text-align: center;"><b>Metro Commission / Metro Wastewater JPA</b></p> <p>Monthly—1<sup>st</sup> Thursday @ Noon <i>(compensation for attendance)</i></p>	<p style="text-align: center;"><b>MWWD MOC II Auditorium</b> 9192 Topaz Way, San Diego, CA 92123 Lori Peoples (619) 548-2934 <a href="mailto:lpeoples@ci.chula-vista.ca.us">lpeoples@ci.chula-vista.ca.us</a></p>	<p>Council Seat Alternate</p>	<p>Jones City Engineer</p>
<p><b>Metropolitan Transit System (MTS)</b></p> <p>Usually 2<sup>nd</sup> or 3<sup>rd</sup> Thurs @ 9:00am <i>(compensation for attendance)</i></p>	<p style="text-align: center;"><b>MTS</b> 1255 Imperial Ave. #1000 San Diego, CA 92101-7490 (10<sup>th</sup> floor board room) Nikki Machado (619) 557-4515 <a href="mailto:Nikki.Machado@sdmts.com">Nikki.Machado@sdmts.com</a></p>	<p>Council Seat Alternate</p>	<p>Gastil Jones</p>
<p><b>SANDAG Board of Directors</b></p> <p>2<sup>nd</sup> Friday—Policy @ 10:00am 4<sup>th</sup> Friday—Board @ 9:00am* *dark in August <i>(compensation for attendance)</i></p>	<p style="text-align: center;"><b>SANDAG</b> 401 B Street (7<sup>th</sup> Floor Board Room) San Diego, CA 92101 Tessa Lero (619) 699-1991 <a href="mailto:Tessa.Lero@sandag.org">Tessa.Lero@sandag.org</a></p>	<p>Council Seat Alternate 2<sup>nd</sup> Alternate</p>	<p>Sessom Jones Mendoza</p>
<p><b>San Diego Local Agency Formation Commission (LAFCO)</b> <i>East County Representative</i></p> <p>Monthly—1<sup>st</sup> Monday @ 9:00am</p>	<p><b>County Administration Center</b> 1600 Pacific Highway, Room 302 San Diego, CA 92101 Tamaron Luckett (858) 614-7755 <a href="mailto:Tamaron.luckett@sdcounty.ca.gov">Tamaron.luckett@sdcounty.ca.gov</a></p>	<p>Council Seat</p>	<p>Vasquez</p>
<p><b>San Diego East County Chamber of Commerce Liaison</b></p>	<p style="text-align: center;">////////////////////</p>	<p>Council Seat</p>	<p>Jones</p>
<p><b>San Diego Area Wastewater Management District</b></p> <p>Once Yearly —Announced</p>	<p style="text-align: center;"><b>MWWD MOC II Auditorium</b> 9192 Topaz Way, San Diego, CA 92123 Lori Peoples (619) 548-2934 <a href="mailto:lpeoples@ci.chula-vista.ca.us">lpeoples@ci.chula-vista.ca.us</a></p>	<p>Council Seat</p>	<p>Jones</p>
<p><b>United Way Representative</b></p>	<p style="text-align: center;">////////////////////</p>	<p>Council Seat</p>	<p>Mendoza</p>



**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

Item No. 1.L  
Mtg. Date June 16, 2015  
Dept. City Manager's Office

Item Title: **Animal Control Agreement**

Staff Contact: Graham Mitchell, City Manager

**Recommendation:**

Adopt a resolution (**Attachment B**) approving an Agreement with the City of Chula Vista to provide animal care and animal control services.

**Item Summary:**

The City of Lemon Grove has contracted for animal control services with the City of Chula Vista since 1995. The current agreement with Chula Vista expired on December 15, 2014. The City and Chula Vista have been negotiating an agreement renewal since that time. An agreement (**Attachment C**) has been prepared for City Council consideration. The staff report (**Attachment A**) provides a summary of the agreement.

Staff recommends that the City Council adopt the resolution (**Attachment B**) approving the animal control services agreement with the City of Chula Vista.

**Fiscal Impact:**

The renewed agreement results in a General Fund expenditure of \$192,700 in Fiscal Year 2015-16 (FY 2015-16), reflecting a 3.2 percent decrease from FY 2014-15. The contractual amount is reflected in the FY 2015-16 budget that was adopted by the City Council on June 2, 2015.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- A. Staff Report
- B. Resolution
- C. Animal Control Agreement

## LEMON GROVE CITY COUNCIL STAFF REPORT

**Item No.** 1.4

**Mtg. Date** June 16, 2015

**Item Title:** Animal Control Agreement

**Staff Contact:** Graham Mitchell, City Manager

### **Discussion:**

The City of Lemon Grove has been contracting with the City of Chula Vista for animal control services since 1995. The most recently approved agreement for animal control services was entered into on December 15, 2009, which expired on December 15, 2014.

This staff report provides information regarding the key sections of the agreement. In short, the changes to the agreement do not impact the operational aspects of the contracted services.

*Term* – the agreement is for a term of three years with the ability to extend the agreement for two one-year terms. To extend the agreement, the City will be required to provide notice of its interest to extend 60 days prior to the expiration of the agreement.

*Scope of Services* – under the agreement, Chula Vista provides 1) field services, 2) shelter services, and 3) administrative services. Field services include the following:

- A uniformed animal control officer assigned to the City four days per week (typically during normal business hours),
- Transportation of injured or sick animals,
- Issuance of citations for violations of State and local laws and regulations,
- Impoundment of stray animals,
- Investigation of biting incidents, vicious or dangerous animals, humane complaints, barking or noise complaints,
- Removal of dead animals from public property,
- Education to the public regarding pet responsibilities,
- Special enforcement details upon request of the City, and
- Attendance at special events.

Chula Vista also agrees to provide shelter or kenneling services. Services associated with the animal shelter include:

- Acceptance of stray or relinquished animals,
- Allowing animal owners to retrieve their pets from the shelter,
- Holding animals for the minimum period required by State law,
- Euthanizing animals in accordance with State law,
- Spaying and neutering services,
- Conducting administrative hearings for impounded animals, and
- Maintaining the animal shelter in a humane and sanitary manner.

# Attachment A

Chula Vista also agrees to provide monthly reports to the City, and to provide testimony in the event the City initiates or is defending against a court action. Specified services excluded from the agreement include trapping indigenous animals (such as skunks and opossums) and removing dead or injured animals from private property.

*Lemon Grove Obligations* – the agreement specifies that the City has three primary obligations: 1) paying for services, 2) providing an animal control vehicle, and 3) providing support services to aid in Chula Vista's provision of animal control.

Under the agreement, the City agrees to pay Chula Vista \$192,744 annually (or \$16,062 per month). Under the revised agreement, the City's annual cost is based on actual animal intakes at the shelter and service calls from the previous year. Each month, Chula Vista will reduce the invoice by the amount of redemption fees paid by Lemon Grove residents at the shelter. Under this defined manner to assess animal control costs, the City can more proactively project future costs.

The City is also required to provide an animal control vehicle that is similar to Chula Vista's existing animal control fleet. The City is responsible for the vehicle's maintenance and repair. The City is required to provide Chula Vista with its current animal license lists and updated fee schedule.

*Termination of Agreement* – the agreement includes two circumstances for terminating the agreement: for "convenience" or for "cause." If one of the parties wishes to terminate the agreement without cause (for convenience), the terminating party must provide the other party 90 days written notice of the termination. If there is cause to terminate the agreement, because of substantial failure to meet the obligations of the agreement, the party not in breach of the agreement is to provide at least five days written notice before termination.

## **Conclusion:**

Staff recommends that the City Council adopt the resolution (**Attachment B**) approving the agreement for animal care and animal control services with the City of Chula Vista.

# Attachment B

## RESOLUTION NO. 2015-

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING AN AGREEMENT WITH THE CITY OF CHULA VISTA FOR THE PROVISION OF ANIMAL CARE AND ANIMAL CONTROL SERVICES

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**WHEREAS**, the City of Chula Vista has provided animal control officer and shelter services to the City since 1995; and

**WHEREAS**, the City of Chula Vista has proposed a new three-year agreement with two one-year extensions with the City; and

**WHEREAS**, the City requires the provision of animal control services and desires to continue contracting for animal control services; and

**WHEREAS**, the City of Chula Vista is willing and able to render animal control services to the City; and

**WHEREAS**, the City Council finds it in the public interest that the City of Chula Vista continue to provide animal control services.

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

1. Approves an Agreement between the City of Chula Vista and the City of Lemon Grove Providing Animal Care and Animal Control Services (attached); and
2. Authorizes the City Manager to execute said agreement (Exhibit 1).

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**EXHIBIT 1**

**AGREEMENT BETWEEN CITY OF CHULA VISTA AND  
CITY OF LEMON GROVE  
PROVIDING ANIMAL CARE AND ANIMAL CONTROL SERVICES**

This agreement ("Agreement"), dated \_\_\_\_\_, 20\_\_ for reference purposes only, and effective as of the date last executed is between the City of Chula Vista, ("City"), a chartered municipal corporation of the State of California, and the City of Lemon Grove ("Lemon Grove"), a municipal corporation of the State of California. The City of Lemon Grove may be referred to herein individually as "Party" and the City of Chula Vista and the City of Lemon Grove may be referred to herein collectively as "Parties." This Agreement is made with reference to the following facts:

**RECITALS**

**WHEREAS**, City owns and operates an animal care facility, located at 130 Beyer Way, Chula Vista, California and provides a full range of animal control services to the citizens of Chula Vista; and,

**WHEREAS**, Lemon Grove desires to enter into an agreement with City, whereby City will provide animal shelter and animal control services for the impounding, adoption, redemption, and the care and disposition of dogs, cats, and other small animals; and

**WHEREAS**, City has the authority to enter into contracts with other agencies to provide such services.

**NOW, THEREFORE**, in consideration of their mutual promises, and other good and valuable consideration, the Parties hereto do hereby agree as follows:

**ARTICLE I. TERM**

1.1 **Term.** This Agreement shall be for a three (3) year term commencing on the date of execution of this Agreement.

(A) *Options to Extend.* Parties may extend the Agreement for two (2) additional one (1) year terms.

(B) *Notice.* Lemon Grove shall provide written notice to City at least sixty (60) calendar days, but no more than ninety (90) calendar days, prior to the expiration of the term of this Agreement expressing its intent to exercise an option to extend this Agreement.

**ARTICLE II. SCOPE OF SERVICES**

## Attachment C

- 2.1 General Services. City shall provide general animal control, shelter, and related administrative services to the residents of Lemon Grove to the extent and in the

## Attachment C

manner set forth herein.

(A) *Field Services*. City shall provide the “Field Services” in the type and manner provided for below.

(1) **Officer**. City shall provide a uniformed Animal Control Officer (“Officer”) to patrol Lemon Grove in the manner and to the extent that City deems appropriate, unless a specific request is made by Lemon Grove, in which case such request shall be a priority.

(a) **Hours**. The Officer shall conduct patrols four (4) days per week, Monday through Thursday, not to exceed 32 hours per week. Hours of operation: 9:00am-5:30pm.

(b) **Hours**. Should Lemon Grove desire to extend the City’s patrol days to five (5) days per week, Monday through Friday, or Tuesday through Saturday whichever is mutually agreed upon. Not to exceed 40 hours per week (Hours of operation 9:00am-5:30pm), during the term of this contract, Lemon Grove will notify the City in writing, thirty (30) days beforehand, to request said increase. The City must consent to the increase and Lemon Grove agrees to reimburse the City for any associated staffing costs related to the increased dates/hours. The City will prepare a written amendment to this contract for the increased dates/hours and for the reimbursement amount located at 4.1(A).

(i) **Overtime Hours**. City will respond to the best of its ability to reported emergencies occurring prior to or after the patrol hours identified above in Section 2.1(A)(1)(a). Lemon Grove shall pay for any and all costs associated with such emergency responses in the manner set forth in Section 4.1(A)(2).

(2) **Type of Services**. Except as provided in Article III, Field Services shall include emergency transportation of injured or sick animals, the issuance of citations for violations of state and local laws and ordinances, impounding of strays, investigation of biting incidents, vicious or dangerous animal complaints, trapping of animals, investigating humane complaints, investigating barking dog or animal noise complaints, picking up dead animals, and educating the public about pet responsibility.

(3) **Responses to Requests for Service**. All requests for service will be handled in a reasonable time and manner and based on the priority system set forth below (see Priority Response Chart and Guidelines).

(a) Priority Response Chart.

# Attachment C

Type of Service	In Progress	Not in Progress
Dangerous Animal Threatening Human	1	3
Possible Rabid/Biter Animal at Large	1	3
Major Injury to Animal	1	3
Cruelty to Animal	1	3
Animal Inside Vehicle	1	3
Fighting Animals	1	3
Dog Harassing Livestock	1	3
Sick or Minor Injury to Animal	2	3
Animal Welfare Investigation	2	3
Quarantine Biter Animal	3	N/A
Confined Stay Animal	3	N/A
Field Relinquished Animal	3	N/A
Dog Running at Large	3*	4*
Wild Life	N/A	N/A

(b) Priority Level Response Guidelines\*

Level 1 First priority, Officer will respond ASAP

Level 2 Second priority, Officer will make every effort to respond within 12 hours of receipt

Level 3 Third priority, Officer will make every effort to respond within 24 hours of receipt

Level 4 Fourth priority, Officer will make every effort to respond within 72 hours of receipt

\*During normal business hours an Officer will respond ASAP

(4) **Additional Field Services.** City shall conduct the following additional field services as requested.

(a) Special Enforcement. City will conduct special enforcement animal control patrols as needed or as requested by Lemon Grove, provided there are no conflicts with the City's needs. This will include special animal control patrol hours, sweeps and enforcement. All overtime costs for special enforcement patrols will be paid in the amount and manner set forth by Section 4.1(A)(2).

(b) Special Events. City will provide Animal Control personnel for scheduled special events as requested, provided there are no conflicts with City's needs. These events will be performed on an overtime full recovery basis and all overtime full recovery costs for



## Attachment C

special events will be paid by Lemon Grove. The overtime full recovery rate is \$86.99 per hour.

- (5) **Livestock.** Livestock will be removed under contract with a separate agency chosen by the City Animal Care Facility. The contracting agency will be capable of removing livestock and will provide its own equipment and personnel. Actual trailering, board and other fees related to livestock will be paid by Lemon Grove.
- (B) *Shelter Services.* City shall provide the shelter services to the residents of Lemon Grove in the manner and type described below:
- (1) **Shelter Location.** Shelter Services shall be provided at the facility located in the City of Chula Vista at 130 Beyer Way.
  - (2) **Hours of Operation.** The facility hours are currently 10:00am to 5:00pm, Tuesday through Friday, and 10:00am to 4:00pm on Saturday. The facility will be closed on Sunday, Monday, and all major holidays.
    - (a) Changes in Hours of Operation. City shall notify Lemon Grove of changes to facility hours in advance of such changes.
  - (3) **Types of Services.**
    - (a) Strays. City shall accept strays at no charge to the Lemon Grove residents.
    - (b) Relinquishing Animals. Lemon Grove residents may relinquish owned animals to the facility for euthanasia or adoption as space allows.
    - (c) Redeeming Animals. Lemon Grove residents may redeem animals from the facility.
    - (d) Holding. City agrees to hold all dogs and cats for the minimum holding period required by the California Food and Agricultural Code and other applicable state law. As per applicable state code sections, animals with communicable diseases and severe injuries or illness may be euthanized prior to the expiration of the normal holding period. Veterinary medical care will be provided as needed for all impounded animals for the duration of their hold period as needed. City will attempt to notify owners of identified animals that their animal is in the custody of the City Animal Care Facility and advise them of the holding period. Lemon Grove shall relinquish to City for disposition in accordance with all applicable laws, policies or procedures as deemed appropriate by the City Animal Care

## Attachment C

Facility Administrator all animals held in the animal care facility and not claimed or adopted. Upon payment of all appropriate fees, City will release to the legal owner, any impounded domestic animal. City will have discretion without recourse to Lemon Grove to release animals under special circumstances regardless of payment of fees.

- (i) **No Medical Research.** City will not sell or give any live or dead animal to a medical research facility at any time or from any jurisdiction.
  - (e) **Spaying and Neutering.** City will ensure all dogs, cats and rabbits adopted from the shelter are spayed or neutered at the time of adoption. Additionally, the City Animal Care Facility will provide the public with low-cost spay/neuter information and assistance. City will contract for up to four cat spay/neuter clinics annually to be held in Lemon Grove with priority given to Lemon Grove residents. The fee per clinic is listed in Section 4.1(C).
  - (f) **Administrative Hearings.** City will conduct all impound and administrative hearings as required by law, including Lemon Grove's Municipal Code. Lemon Grove will provide a hearing officer if City is unable to provide one due to conflicts of interest or prejudice or if the Lemon Grove Municipal Code specifies the hearing officer will be an officer from Lemon Grove. The fees per Hearing are listed in Section 4.1(D).
  - (g) **Maintenance of Facility.** City shall maintain its facility in a humane manner and shall keep its facility in a sanitary condition at all times. All services furnished by City shall be provided in accordance with local laws and the laws of the State of California. City shall use humane methods in the care, euthanizing, and disposition of any animal coming under its jurisdiction.
- (C) *Administrative Services.* City shall provide the following administrative services:
- (1) **Meetings.** City will provide a representative to attend any Lemon Grove meetings that involve animal control issues upon request and with reasonable notice.
  - (2) **Meet and Confer.** A City representative will meet and confer in good faith with an Lemon Grove administrator over operational issues associated with the administration of this Agreement.

## Attachment C

- (3) **Reports.** City will provide monthly reports to Lemon Grove. These reports will include the number of impounds, redemptions, euthanizations, service responses, and adoptions.
- (4) **Notification.** City shall establish a notification policy for its officers with the assistance of Lemon Grove officials. The policy shall identify the types of incidents for which City Animal Control will be required to notify designated Lemon Grove officials. Notification shall include the nature, circumstances, and status of the incident. City will also provide, if requested, copies of all supporting documents and information involving the incident. Lemon Grove will provide a list of its designated city officials to City and the recommended methods to contact the designated individuals.
- (5) **Testimony.** When requested by Lemon Grove, and at no additional cost, City shall make its employees and/or other percipient witness under its control, available for any challenge stemming from the services provided herein (including but not limited to Municipal Code citations) as needed to testify in a court of law, administrative or other proceeding. This duty shall survive the termination of this Agreement.

### ARTICLE III. EXCLUDED SERVICES

3.1 **Excluded Services.** The following services are not included in the Scope of Services covered under this Agreement

- (A) *Indigenous Animals.* City will not trap skunks, opossums or other indigenous small animals for the purpose of nuisance control. Wildlife will only be handled for purposes of public safety or for humane reasons. Cats, feral or tame, will only be trapped when a bite has occurred or to protect the public health or safety. Cat traps will be provided and monitored by Lemon Grove. City will remove only trapped cats. Only dangerous snakes will be removed from private property.
- (B) *Dead and Injured Animals.* Dead animals on private property are the responsibility of the property owner. Sick or injured animals are the responsibility of the animal owner.

### ARTICLE IV. LEMON GROVE OBLIGATIONS

4.1 **Payment.** Lemon Grove shall pay the City the following in the amount and manner set forth herein.

- (A) *Monthly Payments.* Commencing on July 1, 2015 Lemon Grove agrees to pay City \$16,062.00 per month for FY 2015/2016 (July 1, 2015- June 30, 2016).

## Attachment C

- (1) **Invoices and Payment Date.** The City Finance Office shall submit the billing to Lemon Grove on or before the 10th day of the month following the billing period and that amount shall be due and payable within thirty (30) calendar days of the invoice date.
  - (2) **Overtime for Animal Control Officers.** Overtime costs for Animal Control Officers accrued in response to reported emergencies occurring prior to or after regular patrol hours or for additional Field Services identified in Section 2.1(A)(4) will be billed on a monthly basis in addition to the regular billing identified in section 4.1 (A). The overtime rate is \$86.99 per hour with a minimum of two hours of overtime plus a call back rate of \$50 per response.
  - (3) **Redemption Fees.** Monthly payments shall be reduced by any Redemption Fees collected under this agreement.
  - (4) **Late Payments.** A penalty of five percent (5%) will be assessed on late payments. Additionally, a one and one half percent (1½%) finance charge per month will be assessed on the original delinquent amount.
- (B) **Pricing of Contract Extensions.** Pricing for contract extensions for each subsequent fiscal year shall be based on actual Animal Intakes from the preceding calendar year, and the estimated cost for Animal Control Services four (4) days per week.
- (1) No later than April 1 each year, the City will notify Lemon Grove of the actual Animal Intakes for the preceding calendar year, and the proposed contract pricing for the upcoming fiscal year.
  - (2) If Lemon Grove desires to execute an option to extend, it shall notify City in writing no later than May 1 of each year that it accepts the proposed contract pricing for the upcoming fiscal year and, thereby, executes an option to extend the contract for a one (1) year term.
- (C) **Cat and Dog Spay/Neuter Clinics.** Lemon Grove will pay \$1,500 per clinic up to 4 clinics per year.
- (D) **Administrative Hearings.** Lemon Grove will pay \$500 per hearing if City provides the Hearing Officer and \$300 per hearing if Lemon Grove provides the Hearing Officer.

## Attachment C

4.2 **Vehicles and Supplies:** Lemon Grove shall provide a vehicle and supplies shall be provided by the City when responding to an On Call.

4.3 **Support Services.**

(A) *Provision of Data.* Lemon Grove shall provide City with a current listing of all animal licenses issued, including permits or licenses for dogs, cats, dangerous dogs or animals, exotic animals, kennels, pet shops, ranches or farms, dog shows, obedience trials and circuses.

(B) *Notice of Scheduled Meetings.* Lemon Grove shall notify City at least 72 hours in advance of any animal-related issues, which are anticipated to be scheduled on an agenda for the City Council or any legislative or administrative body of Lemon Grove when City employees will be required to appear.

(C) *Police Services.* Lemon Grove shall provide all police services necessary to carry out its duties including police backup upon request of a City Animal Control Officer.

(D) *Weapons.* Lemon Grove shall permit City Animal Control Officers to carry and use tasers and tranquilizer guns within the Lemon Grove city limits while on duty in their animal control uniform

(E) *Legal Representation.* Lemon Grove will provide legal representation in cases of public nuisance, dangerous and potentially dangerous animal cases, and for lawsuits, claims, or litigation pertaining to these cases.

### ARTICLE V. FEES

5.1 **Fees Charged Lemon Grove Residents.** Lemon Grove residents shall be required to pay fees for certain services provided for Animal Care and Control.

(A) *Relinquishment and Redemption.* Fees will be charged in accordance with City's master fee schedule unless otherwise agreed to separately with Lemon Grove.

5.2 **Fee Updates.** On occasion, City may be required to update fees to account for increased costs. As new fees are adopted, for the purpose of this Agreement, such fees shall replace those currently in effect.

# Attachment C

## ARTICLE VI. INDEMNITY

- 6.1 **Lemon Grove to Indemnify.** Lemon Grove shall defend, indemnify, protect and hold harmless the City, its elected and appointed officers, employees, agents, and volunteers, from and against any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons in any manner arising out of, related to, or in connection with the destruction of any animal delivered to and accepted by the Animal Care Facility. In addition, this indemnity provision shall cover any alleged acts, omissions, negligence, or willful misconduct of Lemon Grove, its officials, officers, employees, agents, and volunteers. This indemnity provision, however, does not include any claims, damages, liability, costs and expenses (including without limitations, attorneys fees) arising from the sole negligence or sole willful misconduct of the City, its officers, employees, agents, and volunteers.
- 6.2 **City Duty to Indemnify.** City shall indemnify and hold Lemon Grove, its elected officials, employees, officers, agents and representatives harmless for any liability, including but not limited to claims asserted or costs, losses, attorney fees, or payments for injury to any person or property caused or claimed to be caused by the acts or omissions of the City, or its employees, agents, and officers, arising out of any services performed under this Agreement. City's duty to defend and indemnify shall not extend to any claims or liabilities arising from the sole negligence or sole willful misconduct of Lemon Grove, its agents, officers or employees.
- 6.3 **Costs of Defense and Award.** Included in the obligations in Sections 6.1 and 6.2, above, is the Indemnitor's obligation to defend, at Indemnitor's own cost, expense and risk, any and all aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Indemnitee, its directors, officials, officers, employees, agents and/or volunteers. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against Indemnitee, its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expense and cost incurred by each of them in connection therewith.
- 6.4 **Insurance Proceeds.** Indemnitor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Indemnitee, its directors, officials, officers, employees, agents, and/or volunteers.
- 6.5 **Enforcement Costs.** Indemnitor shall pay any and all costs Indemnitee incurs enforcing the indemnity and defense provisions set forth in Article VI.
- 6.6 **Survival.** Indemnitor's obligations under Article VI shall survive the termination of this Agreement.

# Attachment C

## ARTICLE VII. FORCE MAJEURE

- 7.1 **Definition.** An Event of Force Majeure means an occurrence beyond the control and without the fault or negligence of a Party, including but not limited to unusually severe weather, flood, earthquake, fire, lightning, and other natural catastrophes, acts of God or the public enemy, war, terrorist act, riot, insurrection, civil disturbance or disobedience, strike, labor dispute, road impediments, expropriation or confiscation of facilities, changes of applicable law, or sabotage of facilities, so long as such Party makes good faith and reasonable efforts to remedy the delays or failures in performance caused thereby.
- 7.2 **Force Majeure.** City shall be excused for any delay or failure to perform its duties and obligations under this Agreement to the extent that such failure or delay is caused by an Event of Force Majeure as set forth in section 7.1. Delay or failure in performance by a Party which is the result of an Event of Force Majeure set forth in section 7.1 shall be deemed excused for a period no longer than the delay or failure in performance caused by such Event.
- 7.3 **Notice.** City shall give written notice to Lemon Grove as soon after becoming aware of the delay or failure in performance caused by an Event of Force Majeure as is reasonably possible, but in any event within five (5) working days after City becomes aware of such delay or failure.
- 7.4 **No Adjustments.** No Event of Force Majeure shall be a basis for monetary adjustment to amounts payable under this Agreement.

## ARTICLE VIII. TERMINATION OF AGREEMENT

- 8.1 **Termination for Convenience.** Either Party may terminate this Agreement at any time and for any reason, by giving specific written notice of such termination and specifying the effective date thereof at least ninety (90) days before the effective date of such termination. If the Agreement is terminated by Lemon Grove as provided for in this paragraph, City shall be entitled to receive just and equitable compensation for all services performed prior to the effective date of such termination.
- 8.2 **Termination for Cause.** If, through any cause, either party shall substantially fail to fulfill in a timely and proper manner any obligation under this Agreement, or violate any of its covenants, agreements or conditions, the Party not in breach shall have the right to terminate this Agreement by giving written notification of such termination and specifying the effective date thereof at least five (5) days before termination. If the Agreement is terminated by Lemon Grove as provided for in this paragraph, City shall be entitled to receive just and equitable compensation for all services performed prior to the effective date of such termination.

# Attachment C

## ARTICLE IX. NOTICES

- 9.1 **Method of Notification.** All notices and demands shall be given in writing by personal delivery or first-class mail, postage prepaid, addressed to the Administrator, or his/her designee, designated below for the respective party.
- 9.2 **Designation and Contact Information.** The following, including their respective addresses, are hereby designated as Administrators for the purposes of this Agreement only:
- (A) City of Chula Vista  
Deputy City Manager, and/or his/her designee  
276 Fourth Avenue  
Chula Vista, CA 91910
  - (B) City Lemon Grove  
City Manager, and his/her designee  
3232 Main Street  
Lemon Grove, CA 91945
- 9.3 **Changes.** If the Administrator, designee or address of either party changes, notice of the change shall be sent to the other party. After the receipt of the notice of change, all future notices or demands shall be sent as required by the notice of change.

## ARTICLE X. MISCELLANEOUS PROVISIONS

- 10.1 **Headings.** All article headings are for convenience only and shall not affect the interpretation of this Agreement.
- 10.2 **Gender & Number.** Whenever the context requires, the use herein of (i) the neuter gender includes the masculine and the feminine genders and (ii) the singular number includes the plural number.
- 10.3 **Reference to Paragraphs.** Each reference in this Agreement to a section refers, unless otherwise stated, to a section this Agreement.
- 10.4 **Incorporation of Recitals and Exhibits.** All recitals herein and exhibits attached hereto are incorporated into this Agreement and are made a part hereof.
- 10.5 **Covenants and Conditions.** All provisions of this Agreement expressed as either covenants or conditions on the part of the City or Lemon Grove shall be deemed to be both covenants and conditions.



## Attachment C

- 10.6 **Integration.** This Agreement and any exhibits or references incorporated into this Agreement fully express all understandings of the Parties concerning the matters covered in this Agreement. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the Parties, their officers, agents, or employees shall be valid unless made in the form of a written change agreed to in writing by both Parties or an amendment to this Agreement agreed to by both Parties. All prior negotiations and agreements are merged into this Agreement.
- 10.7 **Severability.** In the event that any phrase, clause, paragraph, section or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, against public policy, or otherwise unenforceable, the remaining portions of this Agreement shall not be affected and shall remain in force and effect to the fullest extent permitted by law.
- 10.8 **Drafting Ambiguities.** The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.
- 10.9 **Conflicts Between Terms.** If an apparent conflict or inconsistency exists between the main body of this Agreement and any exhibits, the main body of this Agreement shall control. If a conflict exists between an applicable federal, state, or local law, rule, regulation, order, or code and this Agreement, the law, rule, regulation, order, or code shall control. Varying degrees of stringency among the main body of this Agreement, the exhibits, and laws, rules, regulations, orders, or codes are not deemed conflicts, and the most stringent requirement shall control. Each Party shall notify the other immediately upon the identification of any apparent conflict or inconsistency concerning this Agreement.
- 10.10 **Compliance With Law.** The parties shall, at their sole cost and expense, comply with all the requirements of municipal, state, and federal authorities now in effect or which may hereafter be in effect related to this Agreement.
- 10.11 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. This Agreement shall be deemed made and entered into in San Diego County, California.
- 10.12 **Administrative Claims Requirements and Procedures.** No suit or arbitration shall be brought arising out of this agreement, against the City unless a claim has first been presented in writing and filed with the City and acted upon by the City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista

## Attachment C

Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by the City in the implementation of same. Upon request by City, Lemon Grove shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement

- 10.13 **Fees.** In the event any action or proceeding shall be instituted in connection with this Agreement, including without limitation the enforcement of any indemnification obligation contained herein, the losing Party shall pay to the prevailing Party a reasonable sum for attorneys' fees and costs incurred in bringing or defending such action or proceeding and/or enforcing any judgment granted.
- 10.14 **Jurisdiction and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal or state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.
- 10.15 **Municipal Powers.** Nothing contained in this Agreement shall be construed as a limitation upon the powers of the City as a chartered city of the State of California.
- 10.16 **Assignment.** Lemon Grove shall not assign this Agreement or any right or privilege hereunder to any Party without the express written consent of the City. Consent to an assignment by the City shall not be deemed to be consent to any subsequent assignment. Any such assignment without such consent shall be void.
- 10.17 **No Waiver.** No failure of either Party to insist upon the strict performance by the other Party of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach of such covenant, term or condition. No waiver of any default hereunder shall be implied from any omission to take any action on account of such default. The consent or approval to or of any act requiring consent or approval shall not be deemed to waive or render unnecessary future consent or approval for any subsequent similar acts. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect to any existing or subsequent breach.
- 10.18 **Additional Rights.** No rights other than those specifically identified herein shall be implied from this Agreement.

## Attachment C

- 10.19 **Cumulative Remedies.** All rights, options, and remedies of City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and City shall have the right to pursue any one or all of such remedies or to seek damages or specific performance in the event of any breach of the terms hereof or to pursue any other remedy or relief which may be provided by law or equity, whether or not stated in this Agreement.
- 10.20 **Independent Contractor.** Unless otherwise stated in this Agreement, all persons employed in the performance of services and functions for Lemon Grove under this Agreement shall be City employees, agents, or contractors thereof. No Lemon Grove employee shall perform services or functions that City is obligated to provide under this Agreement. All City employees who are employed by City to perform the services pursuant to this Agreement shall be entitled solely to the rights and privileges given to City employees and shall not be entitled, as a result of providing services pursuant to this Agreement, to any additional rights and privileges given to Lemon Grove employees. Lemon Grove shall not be liable for the direct payment of any salaries, wages, or the compensation to City personnel, agents, or contractors performing services pursuant to this Agreement, or any liability other than that provided for in this Agreement. Unless specified otherwise, Lemon Grove shall not be liable for compensation or indemnity to any City employee, agent, or contractor for injury or sickness or any other claims arising out of his or her employment. City is an independent contractor, and no agency relationship, either expressed or implied, is created by the execution of this Agreement.
- 10.21 **Good Faith.** The Parties promise to use their best efforts to satisfy all conditions to this Agreement and to take all further steps and execute all further documents reasonably necessary to put this Agreement into effect. Both Parties agree to meet and confer in good faith with City's Animal Care Facility Administrator regarding operational matters upon request.
- 10.22 **Signing Authority.** The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

[Signature Page Follows]

# Attachment C

**SIGNATURE PAGE TO  
AGREEMENT BETWEEN CITY OF CHULA VISTA AND  
CITY OF LEMON GROVE  
PROVIDING ANIMAL CARE AND ANIMAL CONTROL SERVICES**

**CITY OF CHULA VISTA**

Date:

Approved as to form:

\_\_\_\_\_  
Glen Googins  
City Attorney

\_\_\_\_\_  
Gary Halbert  
City Manager

Attest:

\_\_\_\_\_  
Donna Norris  
City Clerk

**CITY OF LEMON GROVE**

Date:

Approved as to form:

\_\_\_\_\_  
Jim Lough  
City Attorney

\_\_\_\_\_  
Graham Mitchell  
City Manager

Attest:

\_\_\_\_\_  
Susan Garcia  
City Clerk

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 2  
**Mtg. Date** June 16, 2015  
**Dept.** City Manager's Office

**Item Title:** Fiscal Year 2015-16 City Calendar

**Staff Contact:** Corinne Russell, Human Resource Analyst

**Recommendation:**

Approve the Fiscal Year 2015-16 City Calendar ( <b>Attachment A</b> ).
--

**Item Summary:**

The Lemon Grove Personnel Policies Manual establishes the Holiday Schedule for employees and the method of compensating them for holidays that fall on weekends or scheduled days off. Staff presents the proposed Fiscal Year 2015-16 City Calendar (**Attachment A**) for City Council approval.

The following holidays conflict with scheduled days off during Fiscal Year 2015-16:

- July 4<sup>th</sup> (falls on a Saturday)
- Day after Thanksgiving (falls on a scheduled Friday off)
- Christmas Day (falls on a scheduled Friday off)
- New Years Day (falls on a scheduled Friday off).

The proposed calendar assigns the holidays that conflict with scheduled days off as follows:

- July 4, 2014 apply to ½ day to December 24 and ½ day to December 31, 2015.
- November 27, 2015 (day after Thanksgiving) apply to December 28, 2015
- December 25, 2015 (Christmas Day) apply to December 29, 2015
- December 31, 2015 (New Years Day) apply to December 30, 2015.

This proposed calendar would result in City Hall being closed between Thursday December 24, 2015 and Thursday January 1, 2016. City Hall will be open for business Monday December 21 through Wednesday December 23, 2015. If approved, the FY 2015-16 City Calendar will be posted on the City's website and made available at City Hall.

**Fiscal Impact:**

None.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachment:** A. City of Lemon Grove Fiscal Year 2015-16 Calendar

## City of Lemon Grove – Fiscal Year 2015-16 Calendar

**July-15**

S	M	T	W	T	F	S
			1	2	C	H
5	6	7	8	9	C	11
12	13	14	15	16	C	18
19	20	21	22	23	C	25
26	27	28	29	30	C	

**August-15**

S	M	T	W	T	F	S
						1
2	3	4	5	6	C	8
9	10	11	12	13	C	15
16	17	18	19	20	C	22
23	24	25	26	27	C	29
30	31					

**September-15**

S	M	T	W	T	F	S
		1	2	3	C	5
6	H	8	9	10	C	12
13	14	15	16	17	C	19
20	21	22	23	24	C	26
27	28	29	30			

**October-15**

S	M	T	W	T	F	S
				1	C	3
4	5	6	7	8	C	10
11	12	13	14	15	C	17
18	19	20	21	22	C	24
25	26	27	28	29	C	31

**November-15**

S	M	T	W	T	F	S
1	2	3	4	5	C	7
8	9	10	H	12	C	14
15	16	17	18	19	C	21
22	23	24	25	H	H	28
29	30					

**December-15**

S	M	T	W	T	F	S
		1	2	3	C	5
6	7	8	9	10	C	12
13	14	15	16	17	C	19
20	21	22	23	1/2H	H	26
27	28	29	30	1/2H		

**January-16**

S	M	T	W	T	F	S
					H	2
3	4	5	6	7	C	9
10	11	12	13	14	C	16
17	H	19	20	21	C	23
24	25	26	27	28	C	30
31						

**February-16**

S	M	T	W	T	F	S
	1	2	3	4	C	6
7	8	9	10	11	C	13
14	H	16	17	18	C	20
21	22	23	24	25	C	27
28	29					

**March-16**

S	M	T	W	T	F	S
		1	2	3	C	5
6	7	8	9	10	C	12
13	14	15	16	17	C	19
20	21	22	23	24	C	26
27	28	29	30	31		

**April-16**

S	M	T	W	T	F	S
					C	2
3	4	5	6	7	C	9
10	11	12	13	14	C	16
17	18	19	20	21	C	23
24	25	26	27	28	C	30

**May-16**

S	M	T	W	T	F	S
1	2	3	4	5	C	7
8	9	10	11	12	C	14
15	16	17	18	19	C	21
22	23	24	25	26	C	28
29	H	31				

**June-16**

S	M	T	W	T	F	S
			1	2	C	4
5	6	7	8	9	C	11
12	13	14	15	16	C	18
19	20	21	22	23	C	25
26	27	28	29	30		

**C** Closed  
**H** Holiday

Need for float

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 3  
**Mtg. Date** June 16, 2015  
**Dept.** City Manager's Office

**Item Title:** Interim City Manager Agreement

**Staff Contact:** Corinne Russell, Human Resources Manager

**Recommendation:**

Adopt a resolution (**Attachment A**) approving an Employment Agreement for Specified Interim City Manager Services with Kathleen J. Henry.

**Item Summary:**

Mayor Sessom and Councilmember Gastil were tasked to consider candidates to serve as the City's interim city manager. Based on their recommendation to the City Council, staff was directed to prepare an employment agreement with Ms. Kathleen J. Henry for said services. Staff has prepared a resolution (**Attachment A**) and an agreement for employment services (included in **Attachment A**) for City Council consideration.

The employment agreement includes the following significant sections:

- o Duties – the Interim City Manager will perform the duties, obligations, roles and responsibilities identified in Chapter 2.04 of the Lemon Grove Municipal Code, by reference, and under the direction and control of the City Council.
- o Term of Employment – the Interim City Manager will begin work on July 1, 2015 for a term not to exceed 960 hours and is considered an “at will” employee.
- o Compensation – the City will provide compensation of \$91.41 per hour for a maximum of 60 hours per pay period. The City will also provide an auto allowance (\$500 per month) and mobile allowance (\$35 per month). No benefits are included with the compensation.

**Fiscal Impact:**

Based on the maximum number of hours per paid period, the fiscal impact for the estimated six month period will be approximately \$36,100. The Fiscal Year 2015-16 budget allocates funds for this expenditure.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

A. Resolution

# Attachment A

## RESOLUTION NO. 2015-\_\_\_\_\_

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING AN EMPLOYMENT AGREEMENT FOR SPECIFIED INTERIM CITY MANAGER SERVICES

---

**WHEREAS**, the City Council desires to approve an employment agreement for specified interim city manager services due to the resignation of current City Manager Graham Mitchell; and

**WHEREAS**, Kathleen J. Henry possesses the special skills necessary to satisfactorily perform said services; and

**WHEREAS**, an Employment Agreement for Specified Interim City Manager Services has been prepared and reviewed; and

**WHEREAS**, it is the best interest of the City for said agreement to be approved.

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

1. Approves an Employment Agreement for Specified Interim City Manager Services (Exhibit 1) with Kathleen J. Henry; and
2. Authorizes the Mayor to execute said agreement.

/////  
/////



# Attachment A

## EXHIBIT 1

### **EMPLOYMENT AGREEMENT FOR SPECIFIED INTERIM CITY MANAGER SERVICES**

This Employment Agreement (this "Agreement") is made and entered into this \_\_\_\_ day of June, 2015, by and between the City of Lemon Grove, a municipal corporation ("City"), and Kathleen J. Henry, an individual ("Employee").

#### **RECITALS**

WHEREAS, City's current City Manager tendered his resignation to City effective June 16, 2015;

WHEREAS, therefore, City desires to appoint Employee to perform specified interim city manager services on a temporary and non-permanent basis pursuant to this Agreement;

WHEREAS, the parties have determined that Employee possesses the special skills necessary to perform satisfactorily pursuant to this Agreement;

WHEREAS, Employee certifies she has been retired for more than 180 days preceding the effective date of this Agreement;

WHEREAS, Employee certifies she has not received any unemployment insurance compensation arising out of public employment for the 12-month period prior preceding the effective date of this Agreement.

WHEREAS, accordingly, City shall compensate Employee pursuant to Government Code Sections 7522.56 and 21221(h) for her performance related to this Agreement; and

WHEREAS, all duties, obligations, roles and responsibilities required of Employee by City arise solely and exclusively pursuant to this Agreement.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, City and Employee agree as follows:

#### **1. DUTIES**

- 1.1. Employee shall perform the duties, obligations, roles and responsibilities identified in Chapter 2.04 of the Lemon Grove Municipal Code, by reference, and under the direction and control of the City Council.
- 1.2. City and Employee agree that all duties, obligations, roles and responsibilities required of Employee by City arise solely and exclusively pursuant to this Agreement.
- 1.3. Employee agrees that she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with her performance pursuant to this Agreement. Employee further covenants that in the performance of this Agreement she shall be subject to 8100 *et seq.* and the City's Conflict of Interest Code.

#### **2. TERM OF EMPLOYMENT**

- 2.1. The term of this Agreement begins July 1, 2015 for a limited duration and shall not exceed 960 hours, or the time a permanent replacement begins employment, whichever is less, unless otherwise terminated pursuant to Section 2.2 of this

# Attachment A

Agreement.

- 2.2. The Agreement may be terminated immediately upon notice. Employee acknowledges and agrees that she shall serve at the pleasure of City Council on an "At Will" basis without due process.

### 3. COMPENSATION

- 3.1. City agrees to compensate Employee in the amount of \$91.41 per hour, not to exceed 60 hours in a pay period, for services actually rendered pursuant to this Agreement as total compensation, payable in installments at the same time and manner as other employees of the City. Employee acknowledges and agrees that she shall have no rights to any other benefits, including vacation, retirement, or otherwise which accrue to other employees of the City, and hereby expressly waives any claim to any such rights. Employee shall be limited to working no more than 960 hours per fiscal year for all employers.
- 3.2. City agrees to compensate Employee \$500.00 per month for an auto allowance and \$35.00 per month for mobile phone allowance.
- 3.3. Employee agrees to provide services to the City required pursuant to this Agreement as an Employee of City. Accordingly, therefore, City and Employee agree that City shall indemnify Employee as if she were a regular employee pursuant to the provisions of Title 1, Division 3.6 of the Government Code. Employee's compensation shall be subject to all required deductions and withholdings as any other employee of City, provided however, that no deductions or withholdings shall be made for the purpose of contribution to any employment benefits regularly provided to City employees.

### 4. OTHER TERMS AND CONDITIONS OF APPOINTMENT

- 4.1. City, in consultation with Employee, shall fix any other such terms and conditions of employment as it may deem necessary from time to time relating to the performance of employment provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Municipal Code or any other applicable law.

### 5. NOTICES

Notice pursuant to this Agreement shall be given by deposit in the custody of the United Station Postal service, postage prepaid, addressed as follows:

CITY:           Attn: Mayor Mary Sessom  
                  City of Lemon Grove  
                  3232 Main Street  
                  Lemon Grove, CA 91945

EMPLOYEE: Attn: Kathleen J. Henry

\_\_\_\_\_  
\_\_\_\_\_

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United State Postal Service.

# Attachment A

## 6.0 GENERAL PROVISIONS

- 6.1. The text herein shall constitute the entire agreement between the parties.
- 6.2. Employee shall not assign any interest in this Agreement, and shall not transfer any interest in the same without prior written consent of City.
- 6.3. Employee agrees that all documents and writings of any type produced in the performance of this Agreement and delivered to the City or staff shall be the sole property of the City including all rights therein of whatever kind and whether arising from common or civil law or equity. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, all such documents and writings produced in the performance of this Agreement shall be transferred to and become the property of City upon its request without additional compensation.
- 6.4. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
- 6.5. This Agreement shall be governed by the laws of the State of California and any litigation brought pursuant to it shall be in San Diego County. Employee expressly waives any right she might otherwise have as provided in Code of Civil Procedure Section 394 to remove any action from San Diego County.
- 6.6. The Agreement constitutes the entire Agreement between City and Employee and supersedes and replaces all prior or contemporaneous agreements, understandings or commitments between City and Employee. No waiver, alteration or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both City and Employee.
- 6.7. The Agreement may be signed in counterpart or duplicate copies and any signed counterpart of duplicate copy shall be equivalent to a signed original for all purposes.
- 6.8. The Agreement shall not be construed against any one party, but shall be construed as if jointly prepared by City and Employee.

IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed by the Mayor on behalf of City, and Employee has signed and executed this Agreement the day and year first written.

EMPLOYEE

CITY OF LEMON GROVE

\_\_\_\_\_  
Kathleen J. Henry

\_\_\_\_\_  
Mary Teresa Sessom, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
James P. Lough, City Attorney

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 4  
**Mtg. Date** June 16, 2015  
**Dept.** City Manager

**Item Title:** Fiscal Year 2015-2016 Federal COPS Hiring Program Grant

**Staff Contact:** Graham Mitchell, City Manager

**Recommendation:**

Provide feedback and direction to staff regarding submittal of the COPS Hiring Grant.

**Item Summary:**

The City Council expressed interest in exploring the possibility of applying for grants which would help pay for the addition of law enforcement staff for the City. In keeping the City Council abreast of available grants for this purpose, staff presents the COPS Hiring Program (CHP) grant; it is a federal grant through the Department of Justice aimed at funding state and local law enforcement agencies in an effort to increase their community policing capacity and crime prevention efforts. The 2015 CHP grant covers 75 percent of an entry-level salary and fringe benefits of each newly-hired, full-time sworn career law enforcement officer over the three-year grant period, with a minimum 25 percent local cash match requirement and a maximum federal share of \$125,000 per officer position; any additional costs will be the responsibility of the grantee agency.

**Fiscal Impact:**

The first year of the grant will result in a benefit of \$83,138 and a cost to the City of \$115,538. Over the term of the grant, the City will receive \$250,544 in grant funding and will be required to provide matching funds of \$535,362.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- A. Staff Report

# Attachment A

## LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 4

Mtg. Date June 16, 2015

Item Title: **COPS Hiring Program Grant**

Staff Contact: Graham Mitchell, City Manager

### Discussion:

The City Council expressed interest in exploring the possibility of applying for grants which would help pay for the addition of law enforcement staff for the City. In keeping the City Council abreast of available grants for this purpose, staff presents the COPS Hiring Program (CHP) grant; it is a federal grant through the Department of Justice aimed at funding state and local law enforcement agencies in an effort to increase their community policing capacity and crime prevention efforts.

The 2015 CHP three-year grant covers 75 percent of an entry-level salary and fringe benefits of each newly-hired, full-time sworn law enforcement officer in the first year. Over the next two years, the City is required to increase its level of cost coverage for the position. Any additional costs associated with the position is the responsibility of the City. This grant also requires that the City fully fund the position in the fourth year. Beginning in the fifth year the position can be eliminated. The grant application deadline is June 19, 2015.

### Fiscal Impact

Given the grant requirements and the law enforcement contract between the City and the Sheriff's Department, in the first year of the grant, the City would receive \$83,138 in grant funds and would pay \$115,538 to cover the remaining costs. In the first year, the grant pays for 75 percent of an entry-level deputy ( $\$110,852 \times 75\% = \$83,825$ ).

The cost to hire a deputy, which includes start-up costs, vehicle, radio and supervision costs equals to \$198,677. Overall, the grant would pay for 42 percent of the total cost with the City paying the other 58 percent (\$115,538). For the consecutive years, the City is required to commit a greater share of the cost until the fourth year in which the entire position is funded by the City.

Staff has prepared a table showing the cost of a deputy, the grants share and the City's share.

Year	Salary & Fringe Benefits	Other Contract Cost	Total Cost	Federal Share	City Share
1	\$110,852	\$87,825	\$198,677	\$83,137	\$115,540
2	\$119,897	\$66,378	\$186,275	\$83,927	\$102,348
3	\$128,431	\$67,157	\$195,588	\$83,480	\$112,108
4	\$134,870	\$70,498	\$205,368	\$0	\$205,368
<b>Total</b>	<b>\$494,050</b>	<b>\$291,858</b>	<b>\$785,908</b>	<b>\$250,544</b>	<b>\$535,364</b>

### Conclusion:

Given the cost of the program, staff recommends against applying for the grant at this time.

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 5  
**Mtg. Date** June 16, 2015  
**Dept.** Fire Department

**Item Title:** Diesel Exhaust Removal System Purchase

**Staff Contact:** Daryn Drum, Division Chief

**Recommendation:**

Adopt a resolution (**Attachment B**) authorizing the City Manager to enter into a purchase agreement with Aair Purification Systems, foregoing the formal bid process, for the purchase and installation of a Plymovent Diesel Exhaust Removal System to be installed in the Lemon Grove Fire Station.

**Item Summary:**

The Fiscal Year 2015-16 budget includes the purchase of a diesel exhaust removal system to be installed in the fire station. Because of the specialized nature of the system and because it is required to be compatible with the diesel exhaust removal systems at stations in El Cajon and La Mesa, staff recommends that the City Council consider relying on Lemon Grove Municipal Code Section 3.24.030(3), which allows exemptions to the City's purchasing policy, allowing the City to purchase the system without a formal bid process. The staff report (**Attachment A**) explains the rationale for purchasing the Plymovent Diesel Exhaust Removal System from Aair Purification Systems.

**Fiscal Impact:**

The cost of the components, shipping, tax and installation is \$65,131.11; staff recommends setting a not to exceed the amount of \$65,500.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- A. Staff Report
- B. Resolution

## LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 5

Mtg. Date June 16, 2015

Item Title: Diesel Exhaust Removal System Purchase

Staff Contact: Daryn Drum, Division Chief

### Discussion:

The Lemon Grove Fire Station was constructed 27 years ago and was built to the most modern standards for the time. The fire station houses three full sized fire engines powered by diesel motors that are parked in apparatus bays connected to the living quarters of the fire station where crews are housed 24 hours per day. The only barrier between the apparatus bays and the living quarters are standard fire rated doors. Two of the three fire engines housed in the fire station are front line vehicles and are started multiple time each day to respond to 911 calls for service, training drills, school visits/community events and many other everyday uses. At the time of construction, diesel exhaust removal systems were not an available option for fire stations.

According to the California Department of Health Services, long term exposure to diesel exhaust particles pose the highest long term risk of any toxic air contaminant. Diesel exhaust is known to contain the following harmful toxins: nitrogen oxides, sulfur oxides, carbon monoxide, and polycyclic aromatic hydrocarbons. Diesel exhaust is classified as a carcinogen to humans; long term exposure leads to increased risk for lung cancer, asthma, increased risk of allergies and immune system interference. Additionally, there is some evidence indicating higher risk to pregnancy and reproductive health from prolonged exposure to diesel exhaust.

The Fiscal Year 2015-16 budget includes the purchase of a diesel exhaust removal system to be installed in the fire station. In considering the type of exhaust removal system, staff recommends a system that is compatible with the systems used at fire stations in El Cajon and La Mesa. As member agencies of Heartland Fire & Rescue, the three cities regularly move personnel and apparatus from station to station in order to facilitate operational needs of the organization. A compatible system in all three cities ensures smooth exchange/loan of fire personnel and equipment. The Plymovent Diesel Exhaust Removal System is a compatible system to the systems used in the other Heartland cities. Aair Purification Systems is the local vendor that is authorized to install said system.

The City of Lemon Grove Municipal Code Chapter 3.24 of Title 3 – Purchasing Procedures outlines the manner in which purchases by the City shall be conducted. Section 3.24.030 (3) outlines instances where the formal bid process may be exempted. *“Items that have specific requirements by law or are required to match or be compatible with other furnishings, materials or equipment on hand, or when a particular type of material or equipment has been standardized for the City by the City Manager or the City Council.”* Staff recognizes the importance of complying with the City’s formal purchasing policy and believes that this purchase meets the criteria to qualify for a sole source exemption of the formal bidding process.

The cost to purchase, ship and install the system is \$65,131.11; staff recommends setting a not to exceed amount of \$65,500 for the purchase of the system. If approved by the City Council, the system will not be purchased until the beginning of the new fiscal year.

# Attachment A

## Conclusion:

Staff recommends that the City Council adopt the resolution (**Attachment B**) authorizing the City Manager to enter into an agreement with Aair Purification Systems for the purchase and installation of a Plymovent Diesel Exhaust removal system in the Lemon Grove Fire Station, exempting this purchase from the formal bidding process as outlined in the City of Lemon Grove Municipal Code Chapter 3.24 of Title 3.



# Attachment B

## RESOLUTION NO. 2015-\_\_\_\_

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING A PURCHASE AGREEMENT WITH AAIR PURIFICATION SYSTEMS FOR A DIESEL EXHAUST REMOVAL SYSTEM FOR THE FIRE STATION

---

**WHEREAS**, the City of Lemon Grove has authorized the purchase of a diesel exhaust removal system for the fire station through the Fiscal Year 2015-16 budget; and

**WHEREAS**, the City of Lemon Grove recognizes that the Plymovent Diesel Exhaust Removal System is a standard exhaust removal system that will meet the unique needs of the City in that it is compatible with the other cities of Heartland Fire & Rescue; and

**WHEREAS**, the City of Lemon Grove recognized that there is only one regional vendor (Aair Purification Systems) authorized to sell and install the Plymovent Exhaust Removal System; and

**WHEREAS**, the City of Lemon Grove Municipal Code outlines purchasing requirements for all city purchases; and

**WHEREAS**, Lemon Grove Municipal Code Section 3.24.030(3) outlines instances where a formal bid process may be exempted for *“Items that have specific requirements by law or are required to match or be compatible with other furnishings, materials or equipment on hand, or when a particular type of material or equipment has been standardized for the City by the City Manager or the City Council.”*

**WHEREAS**, the City Council finds that the purchase of the Plymovent Diesel Exhaust Removal System from Aair Purification Systems meets the requirements set by Lemon Grove Municipal Code Section 3.24.030(3).

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

1. Approve the purchase and installation agreement (Exhibit 1) with Aair Purification Systems, exempting this purchase from the City’s formal bidding process as outlined in, The City of Lemon Grove Municipal Code Chapter 3.24 of Title 3; and
2. Authorize the City Manager to execute said agreement.

/////  
/////

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 6  
**Mtg. Date** June 16, 2015  
**Dept.** City Manager's Office

**Item Title:** Executive Recruitment Services for a City Manager

**Staff Contact:** Graham Mitchell, City Manager

**Recommendation:**

Adopt a resolution (**Attachment A**) approving an agreement with Bob Murray & Associates for Executive Recruitment Services for a City Manager.

**Item Summary:**

The City issued a Request for Qualifications/Proposals (RFQ/P) soliciting the services of an executive search firm to assist in the hiring of a city manager. Of the firms that responded to the RFQ/P, it is recommended that the City Council consider selecting Bob Murray & Associates to perform the executive recruitment. A resolution (**Attachment A**) approving an agreement (included in **Attachment A**) has been prepared for City Council consideration.

**Fiscal Impact:**

The fiscal impact will be approximately \$24,400—this expenditure is included in the Fiscal Year 2015-16 budget.

**Environmental Review:**

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

**Public Information:**

- |  |   |   |
|--|---|---|
| <input checked="" type="checkbox"/> None                     | <input type="checkbox"/> Newsletter article   | <input type="checkbox"/> Notice to property owners within 300 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

A. Resolution

# Attachment A

RESOLUTION NO. 2015-\_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA  
APPROVING AN AGREEMENT WITH BOB MURRAY & ASSOCIATES FOR EXECUTIVE  
RECRUITMENT SERVICES FOR A CITY MANAGER**

---

**WHEREAS**, the City Council desires to approve an agreement for executive recruitment services for a city manager due to the resignation of current City Manager Graham Mitchell; and

**WHEREAS**, Bob Murray & Associates possesses the skills necessary to satisfactorily perform said services; and

**WHEREAS**, an agreement for services with Bob Murray & Associates has been prepared and reviewed; and

**WHEREAS**, it is the best interest of the City for said agreement to be approved.

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

1. Approves an Agreement with Bob Murray & Associates for Executive Recruitment Services (Exhibit 1); and
2. Authorizes the City Manager to execute said agreement.

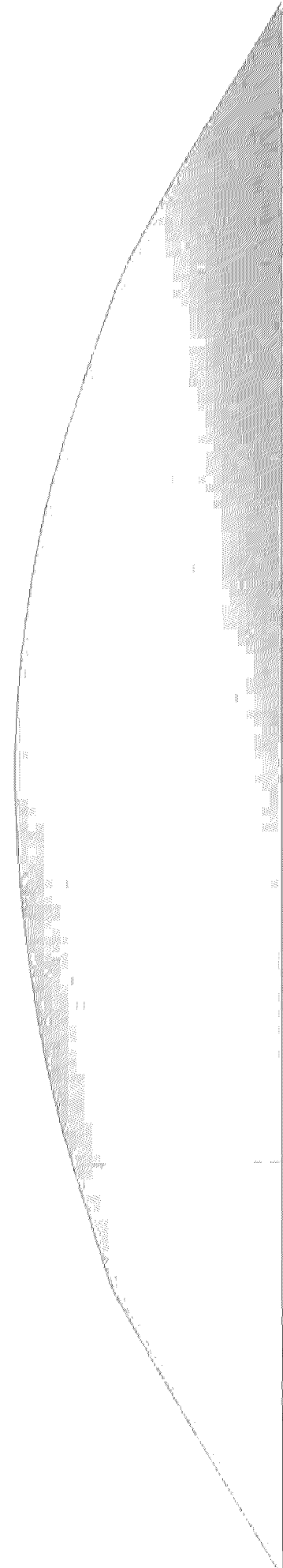
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**BOB MURRAY  
& ASSOCIATES**  
EXPERTS IN EXECUTIVE SEARCH

**A PROPOSAL TO CONDUCT AN EXECUTIVE  
RECRUITMENT FOR A  
City Manager  
ON BEHALF OF THE  
City of Lemon Grove**

1677 Eureka Road, Suite 202  
Roseville, CA 95661  
(916) 784-9080  
(916) 784-1985 fax



May 26, 2015

Members of the City Council  
City of Lemon Grove  
3232 Main Street  
Lemon Grove, CA 91945

Dear City Council Members:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the City Manager recruitment for the City of Lemon Grove. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, guarantee, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the City Manager recruitment, Bob Murray & Associates offers the following expertise:

- ◆ Our firm has placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the cities of Bell, Dinuba, and Oceanside, CA as well as the City of Chandler, AZ. In the past three years, we have placed City Managers in the California cities of Albany, Arcadia, Arvin, Atherton, Cathedral City, Chino, Chino Hills, Concord, Cotati, El Monte, Fortuna, Goleta, Hemet, Lake Elsinore, Loomis, Marina, Martinez, Modesto, Monrovia, Montebello, Mountain View, Oxnard, Pico Rivera, Pittsburg, Rancho Cordova, Rancho Palos Verdes, Rancho Santa Margarita, Redondo Beach, Salinas, San Fernando, San Marcos, Santa Ana, South Gate, St. Helena, Temple City, Ventura, and Woodland, in addition to the cities of Arvada, Centennial, and Sterling, CO; Fort Lauderdale and Miami Beach, FL; Topeka, KS; Glendale, Tucson, and Phoenix, AZ; and Dallas, TX. For a complete list of our previous City Manager recruitments, please reference the enclosed client list. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Lemon Grove's next City Manager.
- ◆ Bob Murray & Associates has a national reputation for conducting quality searches that result in the placement of candidates ideally suited to our clients' needs. Our success is directly related to our ability to develop partnerships with Mayors and City Councils and

design effective recruitment strategies specific to their needs. Additionally, we have assisted many of our clients in designing inclusive recruitment and selection processes. Should the Mayor and Council so desire, we can recommend methods of including staff and community members at various stages in the recruitment, including development of the candidate profile and the final interview process.

- ◆ We are familiar with San Diego County and the surrounding region. Our most recently completed recruitments include the Risk Manger recruitment on behalf of California State University, San Marcos; the Financial Services Director recruitment on behalf of the City of Oceanside; the Fire Chief recruitment on behalf of the cities of Encinitas, Del Mar, and Solana Beach; the Assistant Director of Utilities search on behalf of San Diego; the Police Chief searches on behalf of the City of Coronado and San Diego State University; the City Manager search on behalf of the City of San Marcos; the General Manager recruitment on behalf of the Fallbrook Public Utility District; and the Port Attorney and the Assistant Port Attorney recruitments on behalf of the Port of San Diego. Our knowledge of the region, its issues and the County's outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Lemon Grove, but also that the selected candidate will reflect positively upon your organization.

To learn first hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 12 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

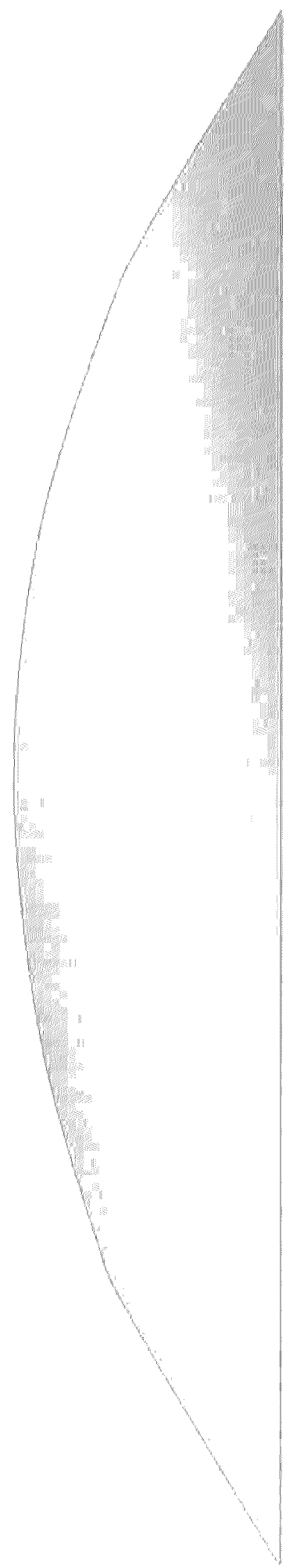
Sincerely,

*Valerie Gaeta Phillips*

Valerie Gaeta Phillips  
President  
Bob Murray & Associates

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## **THE RECRUITMENT PROCESS**

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Lemon Grove has quality candidates from which to select the new City Manager. Outlined below are the key steps in our recruitment process.

### **STEP 1 DEVELOPING THE CANDIDATE PROFILE**

Our understanding of the City of Lemon Grove's needs will be key to a successful search. We will work with the City Council and other stakeholders, as appropriate, to learn as much as possible about the organization's expectations for a new City Manager. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Lemon Grove. We also want to know the City Council's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

### **STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE**

After gaining an understanding of the City of Lemon Grove's needs, we will design an effective advertising campaign appropriate for the City Manager recruitment. We will focus on professional journals that are specifically suited to the City Manager search. We will also develop a professional recruitment brochure on the City Council's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Lemon Grove.

### **STEP 3 RECRUITING CANDIDATES**

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

### **STEP 4 SCREENING CANDIDATES**

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.



#### **STEP 5 PERSONAL INTERVIEWS**

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

#### **STEP 6 PUBLIC RECORD SEARCH**

Following the interviews, we will conduct a review of published articles for each candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and local papers for the communities in which the candidates have worked. This alerts us to any further detailed inquiries we may need to make at this time.

#### **STEP 7 RECOMMENDATION**

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

#### **STEP 8 FINAL INTERVIEWS**

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

### **STEP 9 BACKGROUND CHECKS /DETAILED REFERENCE CHECKS**

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

### **STEP 10 NEGOTIATIONS**

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

### **STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE**

Throughout the recruitment we will provide the City Council with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

## BUDGET AND TIMING

### PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the City Manager recruitment on behalf of the City of Lemon Grove is \$17,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Lemon Grove will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project to be \$6,900. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

### TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy five to ninety days from the start of the search.

Task:	Week:
Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

**GUARANTEE**

We guarantee that should a recommended candidate selected for the position be terminated within the first year of employment we will conduct the search again at no cost (with the exception of expenses) to the City of Lemon Grove. We are confident in our ability to recruit outstanding candidates and do not expect the City of Lemon Grove to find it necessary to exercise this provision of our proposal.

**INSURANCE**

Bob Murray & Associates carries the following limits on its Liability Insurance:

General Liability Limits

- \$1,000,000 Each Occurrence
- \$300,000 Fire Damage
- \$10,000 Medical Expenses
- \$1,000,000 Personal and Adv. Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products – Comp/Op Agg

Professional Liability Limits

- \$1,000,000 per claim
- \$1,000,000 per aggregate
- \$5,000 deductible per claim

Automobile Combined Single Limit of \$1,000,000.

## **PROFESSIONAL QUALIFICATIONS**

Should Bob Murray & Associates be retained to conduct the City Manager search on behalf of the City of Lemon Grove, the primary recruiter assignment will be Mr. Bob Murray. The primary recruiter will be assisted by Ms. Amanda Urrutia-Sanders or Ms. Amber Smith for support services and Ms. Rosa Gomez for administrative matters.

### **BOB MURRAY, FOUNDER**

Mr. Murray brings over 25 years experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest.

Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held positions in law enforcement.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

**VALERIE GAETA PHILLIPS, PRESIDENT**

Ms. Gaeta Phillips has over 15 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in a variety of industries and fields, including Finance, Information Technology, and Engineering. Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

**GARY PHILLIPS, EXECUTIVE VICE PRESIDENT**

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to 250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company.

Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

**REGAN WILLIAMS, SENIOR VICE PRESIDENT**

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates. Most recently, he worked as a private consultant with Deloitte and Touche on various public sector assignments. Prior to that, he served as Director of Public Safety with the City of Sunnyvale, CA.

Mr. Williams was involved in the development of some of Sunnyvale's most innovative programs and has a national reputation for excellence in law enforcement. He has been responsible for numerous recruitments throughout his career. Clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

**JOEL BRYDEN, VICE PRESIDENT**

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having recently retired as the Chief of Police in Walnut Creek, CA.

Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector, and clients find his ability to find and evaluate outstanding applicants invaluable.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts degree in Communication from San Diego State University.

**FRED FREEMAN, VICE PRESIDENT**

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.



**AMANDA URRUTIA-SANDERS, PRINCIPAL CONSULTANT**

As a consultant with Bob Murray & Associates, Ms. Urrutia-Sanders is responsible for research, candidate recruitment and screening, as well as reference checks and background verifications. She focuses on client communication and works closely with clients to coordinate candidate outreach and ensure a successful search.

Ms. Urrutia-Sanders brings several years of industry experience as she worked for one of the nation's largest recruitment firms. Her insight into the recruitment process is a valuable asset to Bob Murray & Associates.

Ms. Urrutia-Sanders received her Bachelor's of Arts degree in Communications from the University of Wyoming.

**AMBER SMITH, SENIOR CONSULTANT**

As Senior Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

**ROSA GOMEZ, ADMINISTRATIVE MANAGER**

Ms. Rosa Gomez is the Administrative Manager at Bob Murray & Associates. Ms. Gomez is the first point of contact at Bob Murray & Associates and has extensive administrative experience.

Ms. Gomez is known for her personal approach as she works closely with clients and candidates alike to ensure a successful search. As the first point of contact for Bob Murray & Associates Ms. Gomez's professional approach is of the highest caliber.

## REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

**CLIENT:** City of Arvin, CA  
**POSITION:** City Manager  
**REFERENCE:** Ms. Cecilia Vela, Acting City Manager/City Clerk, (661) 854-3134

**CLIENT:** City of Pico Rivera, CA  
**POSITION:** City Manager and Human Resources Manager  
**REFERENCE:** Mr. David Armenta, Councilmember, (562) 801-4371

**CLIENT:** City of Rancho Palos Verdes, CA  
**POSITION:** City Manager  
**REFERENCE:** Mr. Brian Campbell, Councilmember, (310) 544-7400