



City of Lemon Grove
City Council Regular Meeting Agenda

Tuesday, July 19, 2016, 6:00 p.m.
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA

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

Call to Order

Pledge of Allegiance

Changes to the Agenda

Presentations

Shop East County Campaign – Eric Lund CEO/President San Diego East County Chamber

Introduction of Eric Craig, Associate Planner

Public Comment

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

1. Consent Calendar

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

- A. Approval of Meeting Minutes
June 21, 2016 – Regular Meeting
Members present: Sessom, Gastil, Jones, Mendoza, and Vasquez
- B. City of Lemon Grove Payment Demands
Reference: Gilbert Rojas, Interim Finance Director
Recommendation: Ratify Demands
- C. Waive Full Text Reading of All Ordinances on the Agenda
Reference: Jim P. Lough, City Attorney
Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only
- D. Agreement between Liebert Cassidy Whitmore and the City of Lemon Grove for Employment Relations, Training and Support

The City Council will consider a resolution approving an agreement with Liebert Cassidy Whitmore for employment relations training and support.

Reference: Corinne Russell, HR Manager
Recommendation: Adopt Resolution

- E. Acceptance of the 2015 CIP Street Rehabilitation Project, New Jersey Avenue Deep Grind, Dig Out and Root Removal from San Miguel to Broadway

The City Council will consider a resolution accepting that the project has been completed according to the contract specifications.

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

- F. Resolution in Support of the Welcoming Communities Campaign

The City Council will consider a resolution that supports the Welcoming Communities Campaign and urges the County of San Diego to establish a Welcoming Community program across the County.

Reference: Lydia Romero, City Manager
Recommendation: Adopt Resolution

- G. Lease Agreement between the City of Lemon Grove and the County of San Diego

The City Council will consider a resolution approving the lease agreement between the City of Lemon Grove and the County of San Diego for the Lemon Grove Sheriff's Substation 3240 Main Street.

Reference: Lydia Romero, City Manager
Recommendation: Adopt Resolution

- H. Elections Code §9212 Impact Analysis Report

The City Council will note and file the Elections Code §9212 Impact Analysis Report

Reference: Lydia Romero, City Manager
Recommendation: Note and File

2. Authorization for Placement of Property Liens

The City Council will conduct a cost confirmation hearing regarding Code Enforcement property liens. The properties are located at 1445 Skyline Drive, 7441 Broadway, and 7439 Broadway.

Reference: Paolo Romero, Code Enforcement Officer
Recommendation: Adopt Resolutions

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

The City Council will consider adopting Ordinance No. 439 that would approve amendments to the City's beekeeping regulations.

Reference: Miranda Evans, Assistant Planner and
David De Vries, Development Services Director
Recommendation: Conduct Second Reading and adopt Ordinance

4. San Diego State University Sage Project

The City Council will consider a resolution approving participation in the San Diego State University Sage Project and authorizing the City Manager to execute a Memorandum of Understanding allowing students and the community to work together on various projects throughout the City.

Reference: Laureen Ryan, Administrative Analyst
Recommendation: Adopt Resolution

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

The City Council will review the proposed alternative design concept for the Connect Main Street Project between Massachusetts Avenue and San Pasqual Street and Draft General Plan amendments.

Reference: David De Vries, Development Services Director
Recommendation: Discuss and Provide Direction

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

The City Council will receive a letter from the San Diego County Registrar of Voters regarding the verification of signatures for a citizen's initiative. The measure failed to qualify by 36 signatures.

Reference: Lydia Romero, City Manager
Recommendation: Receive and File

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

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

Department Director Reports (Non-Action Items)

Closed Session

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

Adjournment

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (6825-3800 or email sgarcia@lemongrove.ca.gov prior to the meeting. A full agenda packet is available for public review at City Hall.

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

June 21, 2016

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

Call to Order

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

Members absent: None.

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

Presentation

Mayor Sessom presented a proclamation to Jim Ek, Heartland Fire & Rescue Captain, for his 33 years of service.

Sandra Kerl, Deputy General Manager San Diego Water Authority, provided a presentation of water operations throughout San Diego County.

Public Comment

John L. Wood commented on a vehicle parked on Federal Boulevard, traffic calming on Central Avenue, a recent car accident, and the San Diego Water Authority's rate increase.

Ivan Arabo commented on the Lemon Grove Market.

Jim Ellis commented on dogs that are off-lease at Berry Street Park.

Lani Stacks commented on pet stores that are selling animals.

1. Consent Calendar

- A. Approval of City Council Minutes**
June 7, 2016 Regular Meeting
- B. Ratification of Payment Demands**
- C. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda**
- D. Contract Extension for Street Light Maintenance**
- E. Amended City of Lemon Grove Conflict of Interest Code**
- F. Stormwater Professional Services Agreement with D-MAX Engineering, Inc.**
- G. Ratify the agreement with George Hills Company**
- H. Rejecting all bids for the 2015 CIP Street Rehabilitation Project, Slurry**
- I. Servings Seniors Lease Agreement at the Lemon Grove Senior Center**

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

Ayes: Sessom, Gastil, Jones, Vasquez

Abstained: Mendoza

Resolution No. 2016-3427: Resolution of the City Council of the City of Lemon Grove and the Board of Directors of the Lemon Grove Lighting District Authorizing a One-Year Extension of the Existing Contract between the City and CTE, Inc. for Street Light Maintenance and Repair for Fiscal Year 2016-2017

Resolution No. 2016-3428: Resolution of the City Council of the Lemon Grove, California Amending the City of Lemon Grove Conflict of Interest Code

Resolution No. 2016-3429: Resolution of the City Council of the City of Lemon Grove, California Approving an Agreement for Professional Services with D-Max Engineering, Inc. for Stormwater Services

Resolution No. 2016-3430: Resolution of the City Council of the City of Lemon Grove, California Ratifying the Claims Management Services Agreement with George Hills Company

Resolution No. 2016-3431: Resolution of the Lemon Grove City Council Rejecting All Bids for The 2015 CIP Street Rehabilitation, Slurry Project

Resolution No. 2016-3432: Resolution of the City Council of the City of Lemon Grove, California Approving a Three-Year Lease Agreement with Serving Seniors for Use of the Lemon Grove Senior Center

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

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

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

At the City Council public hearing held on April 5, 2016, staff recommended changes to the City's beekeeping regulations and provided an analysis of the beekeeping regulations throughout the County of San Diego. Out of the nineteen local jurisdictions, there are six agencies (including Lemon Grove) that currently have standards for beekeeping activities. The County of San Diego adopted updates to their beekeeping ordinance in November 2015 and

City staff waited until the County adopted formal regulations before continuing the analysis for the City's beekeeping ordinance.

The current provisions allow beekeeping in the City's Residential Low and Low/Medium Zoning Districts which are single-family residential areas and make up the majority of the City. The provisions require a beekeeping permit, abutting neighbors would be required to be notified, no more than two hives are allowed and a minimum lot size of 10,000 sq. ft. is required. Two additional hives may be allowed on lots that are 15,000 sq. ft. in area. To date, the City has not received nor approved a bee keeping permit for any residence in Lemon Grove nor is there an adopted fee for a permit. The City has similar separation requirements compared to other jurisdictions, but no distance requirements for sensitive sites. The City also has a water availability requirement to keep bees from searching for alternative water sources.

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

- Set a fee of \$35 for a beekeeping permit. This fee would be added to the Master Fee Schedule for Fiscal Year 2016-2017;

- Amend locational requirements for beehives to encourage beekeeping within the City of Lemon Grove;

- Add requirements for sensitive sites (e.g., schools, playgrounds, picnic areas, senior centers, etc.) and registration for sensitive sites;

- Eliminate the adjacent property owner notification requirement and the written protest period as described in 18.16.020 (2) and 18.16.020 (a);

- Add a requirement for the maximum beehive size; based upon conservative industry standards, a beehive shall be no larger than 15 cubic feet in volume;

- Add a requirement for firefighting materials near a hive;

- Add that the types of bee species allowed are required to be docile and nonaggressive;

- Require registration of the apiaries with the County of San Diego Department of Agriculture, Weights, and Measures (currently free for less than 10 apiaries on a site);

- Correct subsection A under exotic animals to reference Section 6.04.420 instead of 6.04.430. This is incorrectly cited.

Public Speaker(s)

Mark Kukuček spoke in favor of bee keeping.

Action: Motion by Councilmember Jones, seconded by Councilmember Mendoza, to close the Public Hearing and introduce Ordinance No. 439 for first reading passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Ordinance No. 439: An Ordinance of the City Council of the City of Lemon Grove, California Amending Chapter 18.16 of the Lemon Grove Municipal Code to Provide Modifications to the Beekeeping Regulations

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

Gilbert Rojas On June 7, 2016, staff presented the Fiscal Year 2016-17 (FY 2016-17) budgets for all City funds as well as the Sanitation District and the Roadway Lighting District for feedback. Based on feedback received, staff presents the FY 2016-17 consolidated budget for approval by the City Council, the Roadway Lighting District Board, the Sanitation District Board, and the Successor Agency.

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

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

Staff presents a resolution approving the budget for 24 funds operated by the City, as well as resolutions approving the budgets of the Roadway Lighting Districts and the Sanitation District. The FY 2016-17 consolidated budget includes anticipated revenues and projected expenditures for all of these funds. The budget document follows a pattern similar to previous budget documents.

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

As part of considering the budget, State Constitution Article XIII-B (Propositions 4 and 111) requires the City Council to establish an Appropriations Limit. The limit is adjusted each year by multiplying the previous year's limit by a factor based on either the change in the California Per Capita Personal Income (CPCPI) or the Non-Residential Construction Valuation by the population change of the City.

The Lemon Grove Roadway Lighting District manages two funds for two separate activities. Fund 11, the General Benefit Fund, provides funding for street light benefits throughout the community. Fund 12, the Local Benefit Assessment Fund, provides for enhanced lighting benefits at the mid-block.

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

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

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

Each year, the City Council updates the City's Master Fee Schedule as part of the budget process. The purpose of the Master Fee Schedule is to recover direct costs for the services provided by the City. There were no changes to the schedule this year.

Public Speaker(s)

There were no requests from the public to speak.

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3433: Resolution of the City Council of the City of Lemon Grove, California Approving the City of Lemon Grove Budget for Fiscal Year 2016-2017 and Authorizing Expenditures Thereto

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3434: Resolution of the City Council of the City of Lemon Grove, California Approving a Salary Plan and Classification Summary

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3435: Resolution of the City Council of the City of Lemon Grove, California Establishing the Appropriations Limit for Fiscal Year 2016-2017

Action: Motion by Board Member Mendoza, seconded by Board Member Vasquez, to adopt the resolution passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-167: Resolution of the Lemon Grove Roadway Lighting District Board Approving the Lemon Grove Roadway Lighting District Budget for Fiscal Year 2016-2017 and Authorizing Expenditures Thereto

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-280: Resolution of the Lemon Grove Sanitation District Board Approving the Lemon Grove Sanitation District Budget for Fiscal Year 2016-2017 and Authorizing Expenditures Thereto

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3436: Resolution of the City Council of the City of Lemon Grove, Approving Job Descriptions for Finance Manager and Park Ranger

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3437: Resolution of the City Council of the City Of Lemon Grove, California Updating the City of Lemon Grove Master Fee Schedule for Fiscal Year 2016-2017

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

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

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

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

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

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

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

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

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

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

Public Speaker(s)

There were no requests from the public to speak.

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3438: Resolution of the City Council of the City of Lemon Grove, California Awarding a Construction Contract for the Lemon Grove Avenue Realignment Project to West Coast General Corporation

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

David De Vries stated that the City received a *TransNet* Smart Growth Incentive Program Grant for the Downtown Village Specific Plan Expansion (DVSPE) project. The City executed a grant agreement with SANDAG in November 2015 and contracted with Rick Engineering in January 2016 to prepare the DVSPE. The first two phases of the project include: (1) the preparation of a baseline report that analyzes existing physical, regulatory, and economic conditions, and (2) the implementation of a public outreach strategy.

The draft public outreach program includes surveys to business and property owners and stakeholders, two community workshops and a City Council workshop, and pop-up events and general noticing/marketing to promote the workshops. The goal of the draft outreach program is to inform, listen to, and obtain support from stakeholders as it relates to the development of the DVSPE. A detailed draft public outreach strategy including a timeline and next steps is provided. The public outreach program will be revised based upon feedback provided by the City Council and commence after receiving Council direction. The approved scope of work and a map of the study area are provided for convenience. The approved scope of work is a guide and changes are permissible in the contract.

After discussion, the City Council recommended that staff revise outreach program to include the PTA, local churches, interfaith clergy association, HEAL Zone representatives, senior housing complexes, the Lemon Grove Senior Center, and ensure that all information will be bilingual.

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

James Lough In April of this year proponents filed an initiative that would allow Medical Marijuana Dispensaries within the City limits with the City Clerk. As required by Election Code §9203, the City Attorney provided the Ballot Title and Summary for inclusion in the petition form. At the end of May, proponents submitted petition forms who sufficient signatures to have the petitions delivered to the San Diego County Registrar of Voters for verification of the signatures. State law requires the verification of signatures be completed within 30 working days (excluding weekends and holidays) from the date of filing of the petition. Following signature verification by the County Registrar of Voters and if the signatures are deemed sufficient, City staff will return to the City Council with election/implementation options in compliance with the State Elections Code. Presenting the certification results must be done at a regular meeting of the City Council pursuant to Elections Code §9114.

Under the Elections Code, the City Council may order an impact analysis report of any initiative. Working under the assumption that the petition will be deemed sufficient, it is recommended that the City Council request staff to prepare an impact analysis report, and that it be presented no later than when the City Clerk brings the certification of the petition to City Council.

California Elections Code § 9212 in general, states that the legislative body (City Council) may refer the proposed initiative measure to any City agency for a report on any or all of the following impacts:

1. Fiscal impact.
2. Its effect on the internal consistency of the City's General Plan and Specific Plans.
3. Its effect on land use and housing, including ability of the City to meet regional housing needs.
4. Infrastructure funding and costs, including transportation, schools, parks, and open space. The report may also discuss whether the measure would be likely result in an increased infrastructure costs.
5. Impact on the community's ability to attract and retain businesses and jobs.
6. Use of vacant parcels.
7. Impacts on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization.
8. Any other matters the legislative body (City Council) determines to include in the report.

Staff recommends that the City Council direct staff to prepare an Elections Code §9212 Impact Analysis Report in order to provide information on the potential impacts of allowing Medical Marijuana Dispensaries in Lemon Grove.

Public Speaker(s)

Katie Dexter noted that this matter was on the 2012 ballot and failed. She expressed appreciation to the City Council for promoting a vibrant economy.

Action: Motion by Councilmember Jones, seconded by Councilmember Mendoza, to direct staff to prepare an Elections Code §9212 Impact Analysis Report passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

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

Councilmember Jones attended meetings of MTS, SANDAG Board of Directors and Transportation Committee, and the League of California Cities.

Councilmember Mendoza attended an East County Economic Development Council meeting.

Councilmember Vasquez attended San Altos 6th grade promotion ceremony.

Mayor Pro Tem Gastil attended a Public Safety Recognition event honoring firefighters and law enforcement officers.

Mayor Sessom attended SANDAG and Airport Authority meetings.

City Manager and Department Director Reports

Lt. May commented that the Sheriff Department had their "coffee with the community" event in Lemon Grove and the department feels very well supported by City Council.

Closed Session

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

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

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 9:20 p.m.

Susan Garcia

Susan Garcia, City Clerk

City of Lemon Grove Demands Summary

Approved as Submitted:

Gilbert Rojas, Interim Finance Director
For Council Meeting: 07/19/16

ACH/AP Checks 06/09/16-07/06/16 1,279,825.41

Payroll - 6/22/16 127,478.17

Payroll - 7/05/16 131,171.59

Total Demands 1,538,475.17

Check No	Vendor No	Vendor Name	Check Date	Vendor Name	Check Amount	Check Amount
CHECK NO	INVOICE NO	VENDOR NAME	DATE	DESCRIPTION	INVOICE AMOUNT	CHECK AMOUNT
ACH	Jun7 16	Employment Development Department	06/09/2016	State Taxes 6/7/16	7,838.12	7,838.12
ACH	Jun9 16 May26 16	Southern CA Firefighters Benefit Trust	06/09/2016	LG Firefighters Benefit Trust 6/9/16 LG Firefighters Benefit Trust 5/26/16	876.85 876.85	1,753.70
ACH	May25-Jun7	Calpers Supplemental Income 457 Plan	06/09/2016	457 Plan 5/25/16-6/7/16	6,045.76	6,045.76
ACH	May16	Wells Fargo Bank	06/13/2016	Bank Service Charge - May'16	554.48	554.48
ACH	Jun7 16	US Treasury	06/14/2016	Federal Taxes 6/7/16	31,664.02	31,664.02
ACH	May16	Home Depot Credit Services	06/14/2016	Home Depot Purchases - May'16	258.49	258.49
ACH	Refill 6/14/16	Pitney Bowes Global Financial Services LLC	06/15/2016	Postage Usage 6/14/16	250.00	250.00
ACH	Apr-May 16	Colonial Life	06/15/2016	Optional Insurance - Apr'16, May'16	1,587.56	1,587.56
ACH	Jun 16	Aflac	06/15/2016	Aflac Insurance - Jun'16	743.86	743.86
ACH	Jun21 16	Employment Development Department	06/28/2016	State Taxes 6/21/16	7,544.68	7,544.68
ACH	Jun21 16	US Treasury	06/28/2016	Federal Taxes 6/21/16	31,576.77	31,576.77
ACH	Refill 6/27/16	Pitney Bowes Global Financial Services LLC	06/28/2016	Postage Usage 6/27/16	250.00	250.00
ACH	45769694	WEX Wright Express Fleet Services	06/28/2016	Fuel - Fire Dept - May'16	604.78	604.78
ACH	Jun8-Jun21 16	Calpers Supplemental Income 457 Plan	06/29/2016	457 Plan 6/8/16-6/21/16	28,133.74	28,133.74
ACH	May16	San Diego County Sheriff's Department	06/29/2016	Law Enforcement Services - May'16	409,453.45	409,453.45
ACH	Jun16	Power Pay Biz	07/01/2016	Online Credit Card Processing - Jun'16	452.02	452.02
ACH	Jul16	Pers Health	07/05/2016	Pers Health Insurance - Jul'16	54,826.86	54,826.86
ACH	Jun16	Bluefin Payment Systems	07/05/2016	Merchant Statement Fee - Jun'16	9.95	9.95
ACH	Jun16	Authorize.Net	07/05/2016	Merchant Fees In-Store & Online - Jun'16	60.14	60.14
ACH	Jun16	Dharma Merchant Services	07/05/2016	Merchant Fees - Jun'16	416.56	416.56
ACH	May25-Jun21	California Public Empl Retirement System	07/06/2016	Pers Retirement 5/25/16-6/21/16	62,300.38	62,300.38
ACH	Refill 7/5/16	Pitney Bowes Global Financial Services LLC	07/06/2016	Postage Usage 7/5/16	250.00	250.00
ACH	Jul5 16	Employment Development Department	07/07/2016	State Taxes 7/5/16	7,682.21	7,682.21
ACH	3568860625	SDG&E	07/07/2016	Electric Usage: St Light 5/31/16-6/30/16	2,397.59	2,397.59
5853	1916391	American Fence Company Inc	06/15/2016	North & OliveTemp Fence Rental- 5/17/16-6/16/16	113.40	113.40
5854	L1072895QF	American Messaging	06/15/2016	Pager Replacement Program- 6/1/16-6/30/16	40.71	40.71
5855	55636	Anthem Blue Cross EAP	06/15/2016	Employee Assistance Program- Jun16	165.00	165.00
5856	71646	Art's Lawnmower	06/15/2016	Oil/Air Filter	44.15	44.15
5857	5/22/16 5/31/2016	AT&T	06/15/2016	Backup City Hall Internet 4/23/16-5/22/16 Fire Backup Phone Line- 5/1/16-5/31/16	130.00 34.21	164.21
5858	5656305630	AutoZone, Inc	06/15/2016	Diesel Exhaust Fluid	14.03	14.03
5859	1284	Badawi & Associates	06/15/2016	FY 2016 Audit	11,250.00	11,250.00
5860	5/26/16	California State Disbursement Unit	06/15/2016	Wage Withholding Pay Period Ending 5/24/16	133.50	133.50
5861	16135060	Canon Financial Services Inc.	06/15/2016	Canon Copier Contract Charge - Jun'16 Basement	81.35	81.35
5862	4019215105 4019215106	Canon Solutions America, Inc	06/15/2016	Canon Maintenance-Copier Usage 2/27/16-5/26/16 CH Canon Maintenance-Copier Usage 2/27/16-5/26/16 Fire	895.20 45.34	940.54

5863	828009	Controlled Entry Specialists, Inc.	06/15/2016	Rear Gate Repair- Fire Stn	143.00	143.00
5864	81699095 81699639	Corelogic Information Solutions Inc.	06/15/2016	Image Requests- May16 RealQuest Graphics Package- May16	22.00 300.00	322.00
5865	FY14-15 LG	County of San Diego- Dept of Public Works	06/15/2016	District Operation & Maintenance Charges FY 2014-15	5,370.00	5,370.00
5866	16CTOFLGN11	County of San Diego- RCS	06/15/2016	800 MHZ Network- May16	2,887.50	2,887.50
5867	6/1/2016 5/30/2016 5/30/2016	Cox Communications	06/15/2016	Phone/City Hall- Jun16 Internet/Community Ctr- 5/30/16-6/29/16 Peg Circuit Svc- 5/30/16-6/29/16	828.36 75.00 2,941.15	3,844.51
5868	3170	D- Max Engineering Inc.	06/15/2016	2135 Washington Street- SWQMP Review #1	1,147.50	1,147.50
5869	05160560	DAR Contractors	06/15/2016	Animal Disposal- May16	162.00	162.00
5870	Uni-6/9/16	Drum, Daryn	06/15/2016	Uniform Allowance- Drum 6/9/16	290.80	290.80
5871	6/6-9/19	Esgil Corporation	06/15/2016	75% Building Fees- 6/6/16-6/9/16	3,502.14	3,502.14
5872	Uni-5/18/16	Govea, Garrett	06/15/2016	Uniform Allowance - Govea 5/18/16	174.60	174.60
5873	AR007860	Grossmont Union High School District	06/15/2016	Business Cards - Richardson	18.50	18.50
5874	Uni-5/25/16	Hales, Suzanna	06/15/2016	Uniform Allowance- Hales 5/25/16	64.61	64.61
5875	Reimb-6/6/16	Hayward, Brian	06/15/2016	Reimb: S-290 Course - Hayward	200.00	200.00
5876	115500 115528	Knott's Pest Control, Inc.	06/15/2016	Monthly Bait Stations-Berry St - Jun16 Roach Control- Sheriff - Jun16	70.00 65.00	135.00
5877	07-2148	Lemon Grove School District	06/15/2016	Fuel Services-PW: May16	1,635.22	1,635.22
5878	INV27874 INV27906	LN Curtis & Sons	06/15/2016	Uniform- Brackney Uniform- Burkett	2,087.23 2,085.72	4,172.95
5879	May16	Lounsberry Ferguson Altona & Peak LLP	06/15/2016	General 01163-00002 - May'16 Code Enforcement 01163-00003 - May'16 Cost-Share Agreement 01163-00023 - May'16 7973 North Ave 01163-00025 - May'16 Guillen v. Valencia Landscape 01163-00026 - May'16 7870 Broadway 01163-00027 - May'16 7441 Broadway 01163-00028 - May'16	8,283.40 3,784.80 1,049.16 518.47 431.60 285.15 7,049.33	21,401.91
5880	41960	McNamara Pump and Electric Inc.	06/15/2016	Duplex Sewage Pump Station 6-Mo. Maintenance Svc- 6794 Centi	275.00	275.00
5881	13112443	Motorola Solutions, Inc.	06/15/2016	4 Portable Radios APX6000	19,719.93	19,719.93
5882	51600120	NBS	06/15/2016	Sanitation District Rate Study - thru May31, 2016	3,202.50	3,202.50
5883	121718	Orange Commercial Credit- Best Tire Buy	06/15/2016	Flat Tire Repair	16.00	16.00
5884	FSA#1	Pepin, Matt	06/15/2016	FSA#1 Reimbursement	1,991.68	1,991.68
5885	2925	Qual Chem Corp.	06/15/2016	Bug Spray	851.60	851.60
5886	30835961 30835966 30835967	RCP Block & Brick, Inc.	06/15/2016	Concrete Mix Mortar/Sand Mortar/Sand	42.58 82.09 66.39	191.06
5887	0048481	Rick Engineering Company	06/15/2016	CLG DVSP Update - 2/27/16-3/25/16	30,889.43	30,889.43
5888	FSA#4	Ryan, Lauren	06/15/2016	FSA#4 Reimbursement- 5/6/16-6/8/16	329.00	329.00
5889	6/13/2016	San Diego Zoo	06/15/2016	Summer Camp Fieldtrip - San Diego Zoo	1,000.00	1,000.00
5890	5/23/2016 5/20/2016	SDG&E	06/15/2016	3500 1/2 Main- 4/20/16-5/19/16 Gas & Electric Group Bill 4/22/16-5/20/16	147.71 17,273.45	17,421.16
5891	52509	State Controller's Office	06/15/2016	FTB Charges- Account 5364	91.45	91.45
5892	169511	State of California- Department of Justice	06/15/2016	Livescan Fingerprinting - May'16	192.00	192.00
5893	755975 787521 788974	Superior Ready Mix Concrete LP	06/15/2016	Asphalt Resurfacing on Woodrow Ave CUPCCA # 2016-20 Emulsion Oil Asphalt Resurfacing on Woodrow Ave CUPCCA # 2016-20	14,661.76 275.40 1,871.77	16,808.93
5894	4629	T-Man Traffic Supply	06/15/2016	Premark Pavement Markings	336.11	336.11
5895	98536	Tristar Risk Management	06/15/2016	W/C Losses Paid- 5/1/16-5/31/16	6,873.61	6,873.61
5896	5/20/2016 5/20/2016	Verizon Wireless	06/15/2016	MDC Engine Tablets- 4/21/16-5/20/16 EOC Router/Emerg Phone Lines/Tablets- 4/21/16-5/20/16	190.05 294.66	484.71
5897	71122349 71125334	Vulcan Materials	06/15/2016	Asphalt Asphalt	92.66 130.46	319.24

	71125335		Asphalt		96.12	
5898	10926	AAA Imaging	06/22/2016	Printing - Budget Books	356.40	356.40
5899	29438	Anita Fire Hose Company Etc.	06/22/2016	LGPW32 - Hose	92.45	92.45
5900	Jun16	AT&T	06/22/2016	Phone Service- 6/1/16-6/30/16	414.55	414.55
5901	Bartlett	Bartlett, Lorelee	06/22/2016	Refund/Bartlett,Lorelee/Business License	31.75	31.75
5902	030606 030607	Bernie's Auto Glass & Upholstery	06/22/2016	LGPW22- Repair LGPW17- Repair	378.00 378.00	756.00
5903	693592-9 698507-9	BJ's Rentals	06/22/2016	Propane Propane	26.46 15.12	41.58
5904	4019207878	Canon Solutions America, Inc.	06/22/2016	Canon Maintenance-Copier Usage 2/26/16-5/25/16 Basement	90.46	90.46
5905	00002927 00002988 00002989 00002990 00003029 00003030 00003031 00003032 3028	Clark Telecom & Electric Inc.	06/22/2016	Traffic Signal Repairs- Apr16 1st Phase of Pole Replacement- Broadway 5/13/16 2nd Phase of Pole Replacement- Broadway 5/17/16 Meter Pedestal Repair: Broadway/Washington 5/2/16 Street Light Repairs- May16 Traffic Signal Maintenance- May16 Traffic Signal Repairs- May16 Repairs- May16 Street Light Maintenance- May16	558.00 3,985.72 4,536.94 4,390.40 1,632.35 1,170.00 498.54 1,624.26 137.33	18,533.54
5906	201600414	County of San Diego/Assessor/Recorder	06/22/2016	Document Recording - 5/4/16	22.00	22.00
5907	6/6/2016 6/6/2016 6/4/2016	Cox Communications	06/22/2016	Calsense Modem Line: 2259 Washington- 6/6/16-7/5/16 Calsense Modem Line: 7071 Mt Vernon 6/6/16-7/5/16 Phone/Rec Ctr/ 3131 School Ln -6/4/16-7/3/16	21.08 19.97 97.71	138.76
5908	3164 3165 3166 3167 3174 3175	D- Max Engineering Inc.	06/22/2016	Valencia Stormwater Inspections Through 4/30/16 Vernon Ranch Stormwater Inspections Through 4/30/16 Golden Doors Stormwater Inspections Through 4/30/16 100 Celsius Stormwater Inspections Through 4/30/16 Industrial Commercial Stormwater Inspectns 1/27/16-5/31/16 WQIP Support 3/29/16-5/31/16	1,464.21 315.00 646.88 911.25 22,558.97 2,641.50	28,537.81
5909	201398	Dell Awards	06/22/2016	Plaque - Captain Ek Retirement	57.78	57.78
5910	30212 30222	Dokken Engineering	06/22/2016	Map Reviews - Vernon Ranch/Ildica 5/1/16-5/31/16 Sewer Main Rehab Proj- 5/1/16-5/31/16	1,265.00 12,071.00	13,336.00
5911	0603162305 0617162305	Domestic Linen- California Inc	06/22/2016	Shop Towels & Safety Mats 6/3/16 Shop Towels & Safety Mats 6/17/16	96.40 96.40	192.80
5912	Duarte	Duarte,Victor	06/22/2016	Refund/Duarte,Victor/Partial Dep-LBH 9-24-16	200.00	200.00
5913	6/13-16/16	Esgil Corporation	06/22/2016	75% Building Fees- 6/13/16-6/16/16	6,671.98	6,671.98
5914	5-445-39936	Federal Express	06/22/2016	Shipping Costs - Cues West 6/6/16	304.59	304.59
5915	INV1010626	George Hills Company	06/22/2016	Claim- Lane - May'16	664.00	664.00
5916	Reimb-6/9/16	Govea, Garrett	06/22/2016	Reimb- CA Fire & EMS Conference- Govea	913.00	913.00
5917	Gray	Gray, Tina	06/22/2016	Refund/ Gray,Tina/Partial Dep- CommCtr -8/13/16	100.00	100.00
5918	AR007846	Grossmont Union High School District	06/22/2016	Day Camp Flyers	437.50	437.50
5919	Hernandez	Hernandez,Rosa	06/22/2016	Re-issue- Refund/ Hernandez, Rosa/Deposit- LBH 4/2/16	200.00	200.00
5920	9040	Infrastructure Engineering Corporation	06/22/2016	Prof Svc: LGA Realignment- 4/30/16-5/27/16	7,830.00	7,830.00
5921	114	Janazz, LLC SD	06/22/2016	IT Services- City Hall- 5/11/16-6/1/16	760.00	760.00
5922	92299	Koch-Armstrong General Engineering, Inc.	06/22/2016	Woodrow Ave Resurfacing	2,542.89	2,542.89
5923	28452	KTU + A Planning + Landscape Architecture	06/22/2016	Prof Serv: Main St Promenade Phase2- Apr1-30, 2016	2,456.00	2,456.00
5924	8108648/49/50	LandCare	06/22/2016	Landscape Maintenance- May16	9,479.00	9,479.00
5925	Lee	Lee, Leticia	06/22/2016	Refund/Lee,Leticia/ Deposit-CommCtr- 6/13/16 Refund/Lee,Leticia/ Rental-CommCtr- 6/13/16	200.00 310.00	510.00
5926	07-2153	Lemon Grove School District	06/22/2016	Annual Rent- PW Yard 2873 Skyline	100.00	100.00
5927	INV30706	LN Curtis & Sons	06/22/2016	Boots	400.36	400.36
5928	6/20/16	Loftis, Steve	06/22/2016	Concerts in the Park - The Catillacs 6/30/16	800.00	800.00
5929	050916-02 16-014-01 16-014-03	MJC Construction	06/22/2016	Install Under Sidewalk Drain- Camino Las Palmas Cross Gutter Improvements on Longdale / Myra Site One- Palm St/Repair Hole in Sewer Mainline	2,000.00 25,000.00 8,700.00	35,700.00

5930	IN1036786	Municipal Emergency Services Inc	06/22/2016	Combustible Sensor	352.06	352.06
5931	INV17425	Neogov	06/22/2016	Job Posting- Associate/Senior Planner 4/6/16-4/22/16	175.00	175.00
5932	46255	NVS, Inc	06/22/2016	LGA Realignment- Final Design/Amend No5- 3/27/16-4/30/16	5,470.95	5,470.95
5933	Overross	Overross, Vicki	06/22/2016	Refund/Overross, Vicki/ Dog License	35.00	35.00
5934	16-0602 16-0617	Pacific HVAC Service	06/22/2016	AC Repair - City Hall Server Room 5/31/16 AC Repair - City Hall Server Room 6/1, 6/3	503.48 1,015.28	1,518.76
5935	31898	Paul, Plevin, Sullivan & Connaughton LLP	06/22/2016	Services Rendered Thru May 31, 2016 - CLG	3,549.51	3,549.51
5936	PD-31617 PD-31729 PD-31819	Plumbers Depot Inc	06/22/2016	Hose Hose Reel Band Brake Assembly Cues Scheduler Module	766.20 477.81 1,614.60	2,858.61
5937	Uni-6/16/16	Ratkovich, Michael	06/22/2016	Uniform Allowance- Ratkovich 6/16/16	143.80	143.80
5938	Rios	Rios, Kendy	06/22/2016	Refund/Rios, Kendy/ Deposit-LeeHouse 6-12-16	200.00	200.00
5939	Russel-Loan	Russell, Corinne	06/22/2016	Computer Loan- Russell	503.08	503.08
5940	75719872	SiteOne Landscape Supply, LLC	06/22/2016	Playground Mulch	1,324.24	1,324.24
5941	4621	T-Man Traffic Supply	06/22/2016	Red Paint	378.67	378.67
5942	STMT 5/23/16	US Bank Corporate Payment Systems	06/22/2016	SoundCloud Pro Plan 1yr Subscription Airfare- League Policy Committee-Vasquez 6/2/16 Sacramento Water Filter Fire Prevention Supplies Water Bottles Food- Sidewalk CPR Volunteers Base Station Radio Repair Spray Texture for Wall Repair Surge Protector Auto Lock Out Supplies Rotary Saw Blades Heat Gun DeWalt Batteries Livescan- Schroeder Headlights Light Bulbs 2 New Tires & Installation Registration- CFED Conference & Expo - Drum 5/22-26/16 APA Membership - Evans Food for Asso/Sr. Planner Interview Panel 5/3/16 APA Mtg-SB 743 Implementation - Devries, Evans 5/12/16 SDAPA Annual Awards - Evans 5/5/16 Oil & Filter Change - PW Vehicles APWA Leadership Seminar - Bell, Mendoza Asphalt Lute Rake Parking - Small Claims Court- James 5/17/16 ICMA Membership Renewal- James 7/1/16-6/30/17 Microphone Windscreen Foam Replacements Closet Rebuild Kit Master Keys APWA Leadership Seminar - Harrington, Adams, Harper Ink for Van Printer Jr. Fire Hats Veh Repairs - '02 GMC 2500	137.25 300.96 4.99 306.32 37.00 39.92 38.55 10.77 21.58 116.22 464.08 267.20 106.92 69.00 21.36 19.42 350.86 550.00 325.00 63.49 50.00 60.00 245.00 90.00 119.32 18.00 200.00 40.15 64.77 88.36 145.00 151.14 348.00 283.00	5,153.63
5943	Jun21 16	Vantage Point Transfer Agents-457	06/22/2016	ICMA Deferred Compensation Pay Period Ending 6/21/16	580.77	580.77
5944	71080630 71118913 71132292 71135838 71150263	Vulcan Materials	06/22/2016	Asphalt Asphalt Asphalt Asphalt Asphalt	171.07 408.50 357.26 172.55 681.03	1,790.41
5945	76013460	Waxie Sanitary Supply	06/22/2016	Cleaning Supplies	2,053.34	2,053.34
5946	Weinrich	Weinrich, Denise	06/22/2016	Refund/ Weinrich, Denise/Daycamp	1,620.00	1,620.00
5947	C1144	A-Pot Rentals	06/29/2016	Portable Restroom Rental- 6/9/16-7/8/16	132.20	132.20
5948	309698	Ace Uniforms & Accessories, Inc	06/29/2016	Uniforms- Lopez	482.71	482.71
5949	1923400	American Fence Company Inc.	06/29/2016	North & Olive Temp Fence Rental- 6/17/16-7/16/16	113.40	113.40
5950	3099/3100	ASCAP	06/29/2016	Movie License Fee - 7/1/16-6/30/17 FY17	336.50	336.50
5951	FRS0000009	City of El Cajon	06/29/2016	Overtime Reimbursement- Hazelton 6/4/16	1,133.31	1,133.31
5952	18618 18621 18622	City of La Mesa	06/29/2016	911 Public Service Announcement HHW Event 5/14/16 HHW Event 6/11/16	306.23 1,207.50 654.00	2,167.73

5953	1000170607	City of San Diego	06/29/2016	Chollas Creek TMDL- Metals Monitoring	22,868.74	22,868.74
5954	6/17/16	Cloud Security Systems	06/29/2016	Security System Installation- 8235 Mt Vernon	407.00	407.00
5955	00028041	Compressed Air Specialties Inc	06/29/2016	SCBA Testing & Repairs	818.30	818.30
5956	6/7/2016 5/7/2016	Cox Communications	06/29/2016	B/U Phone/Fire /7853 Central- 6/7/16-7/6/16 B/U Phone/Fire /7853 Central- 4/7/16-5/6/16, 5/7/16-6/6/16	31.53 63.17	94.70
5957	13214	Custom Auto Wrap Inc	06/29/2016	Paws in the Park Banner	642.60	642.60
5958	3194 3195 3196 3197 3206	D- Max Engineering Inc	06/29/2016	100 Celsius Stormwater Inspections Through May 31, 2016 Valencia Stormwater Inspections Through May 31, 2016 Vernon Ranch Stormwater Inspections Through May 31, 2016 Golden Doors Stormwater Inspections Through May 31, 2016 6997 San Miguel SWQMP Review #2 thru 6/23/16	435.80 882.90 2,011.94 207.90 1,503.75	5,042.29
5959	Reimb-6/20/16	De Vries, David	06/29/2016	Reimb: Hotel Charge-2016 Cal APA Conference, Pasadena	623.29	623.29
5960	24481	Excell Security, Inc	06/29/2016	Senior Center Security Guard - 6/17/16	504.00	504.00
5961	90726 90767	Fire Etc	06/29/2016	Structure Boots Wildland Helmet/Jacket/Pants	394.20 1,084.27	1,478.47
5962	7425094	Globalstar USA, Inc.	06/29/2016	Satellite Service- 5/16/16-6/15/16	95.88	95.88
5963	AR007905	Grossmont Union High School District	06/29/2016	Business Cards- Richardson	18.50	18.50
5964	115792	Knott's Pest Control, Inc.	06/29/2016	Roach Control- After Hrs Spray- Sheriff Station/City Hall	100.00	100.00
5965	28519	KTU + A Planning + Landscape Architecture	06/29/2016	Prof Serv. Main St Promenade Phase2 - May1-31, 2016	2,332.00	2,332.00
5966	282274	LN Curtis & Sons	06/29/2016	Turnouts- Lopez	2,028.42	2,028.42
5967	16-014-04	MJC Construction	06/29/2016	Palm St/Repair Existing Sewerline Trough	10,500.00	10,500.00
5968	IN1035453 IN1038712 IN1041723	Municipal Emergency Services Inc	06/29/2016	Scoot X3- Air Pak with Snap Qty:2 Fit Test Mask Cylinder	19,371.96 374.76 432.00	20,178.72
5969	0110573-IN	Municipal Maintenance Equipment Inc.	06/29/2016	Piranha 3/4" x 800' - 3000 PSI Sewer Cleaning Hose	2,047.68	2,047.68
5970	174694000	Oshkosh Capital	06/29/2016	Fire Engine Contract Payment- FY17	86,688.44	86,688.44
5971	130120	Pacific Sweeping	06/29/2016	Street Sweeping/Parking Lot - May'16	6,051.28	6,051.28
5972	6962	RapidScale Inc.	06/29/2016	Virtual Hosting 2/29/16	2,048.07	2,048.07
5973	JBCSD16-437 JBCSD16-438	The JBC Groups, LLC	06/29/2016	JBC 2014 Annual Report JBC Website	900.00 270.00	1,170.00
5974	0125915-IN	Vavrinek, Trine, Day & Co., LLP	06/29/2016	Grant Accounting Services - May 16	2,800.00	2,800.00
5975	9766450441 9766979564	Verizon Wireless	06/29/2016	Models- Cardiac Monitors- 5/4/16-6/3/16 Mobile Broadband Access- 5/13/16-6/12/16	14.22 76.02	90.24
5976	Jul-Dec16	Adams Robert	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	883.38	883.38
5977	Jul-Dec16	Anderson, Curtis	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5978	Jul-Dec16	Brackmann, Bruce	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	883.38	883.38
5979	July 2016	California Dental Network Inc	07/05/2016	California Dental Insurance - Jul'16	324.42	324.42
5980	Jul-Dec16	Chamberlain, Dale	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5981	FY2017	CWEA	07/05/2016	CWEA Membership Renewal FY17 - Adams, Bell, Wilkins	492.00	492.00
5982	Jul-Dec16	Davissou, William	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5983	Jul-Dec16	Harper, Raymond	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	883.38	883.38
5984	Jul-Dec16	Laff, Timothy	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5985	Jul-Dec16	Maciejewski, Frank	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5986	7/7/16	Magee, Bill	07/05/2016	Concerts in the Park - Magee Blues Band 7/7/16	600.00	600.00
5987	Jul-Dec16	Marcon, Romeo	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5988	Jul-Dec16	McBride, Thomas	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5989	Jul-Dec16	McReynolds, Mildred	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5990	Jul-Dec16	Mullins, Karl	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5991	Jul-Dec16	Ott, Manie	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	883.38	883.38

5992	Jul-Dec16	Schmidtman, Warren	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5993	Jul-Dec16	Smith, Timothy	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5994	Jul-Dec16	Taff, Jon	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	1,200.00	1,200.00
5995	Jul-Dec16	Wright, Nancy	07/05/2016	Retiree Health Benefit - Jul'16-Dec'16	883.38	883.38
5996	6/22/2016	AT&T	07/06/2016	Backup City Hall Internet 5/23/16-6/22/16	130.00	130.00
5997	5656334608 5656341587	AutoZone, Inc	07/06/2016	Diesel Exhaust Fluid LGPW#04 - Duralast Gold Battery	27.00 110.15	137.15
5998	4492480	Bearcom	07/06/2016	Portable Radios Monthly Contract- 6/22/16-7/21/16	150.00	150.00
5999	700893-9 701672-9	BJ's Rentals	07/06/2016	Propane Propane	30.24 17.01	47.25
6000	32239027	Boundtree Medical LLC	07/06/2016	Medical Supplies	300.86	300.86
6001	7/28/16	Burke, Patrick	07/06/2016	Concerts in the Park - We Kinda Music 7/28/16	750.00	750.00
6002	16181632	Canon Financial Services Inc.	07/06/2016	Canon Copier Contract Charge 7/1/16	642.60	642.60
6003	60742	Cantol USA Inc.	07/06/2016	Graffiti Removal Liquid	353.50	353.50
6004	8/11/16	Cicero, Frank	07/06/2016	Concerts in the Park - West of 5 - 8/11/16	600.00	600.00
6005	Apr-May16 Apr-May16	City of Chula Vista	07/06/2016	Animal Control Services- After Hrs - Apr & May 2016 Fuel- 4/1/16-5/31/16	1,689.47 794.54	2,484.01
6006	18627	City of La Mesa	07/06/2016	La Mesa Overtime Reimbursement- 6/3/16-6/15/16	3,283.50	3,283.50
6007	1297	Clothing International, Inc.	07/06/2016	Day Camp T- Shirts	1,716.28	1,716.28
6008	LC16-70	County of San Diego- Auditor & Controller	07/06/2016	LAFCO Cost Apportionment - FY'17	5,609.45	5,609.45
6009	16CTOFLGN12	County of San Diego- RCS	07/06/2016	800 MHZ Network-Jun16	2,887.50	2,887.50
6010	6/19/2016	Cox Communications	07/06/2016	Phone/PW Yard/2873 Skyline- 6/19/16-7/18/19	211.81	211.81
6011	Uni-6/29/16	Drum, Daryn	07/06/2016	Uniform Allowance- Drum 6/29/16	210.44	210.44
6012	Uni-6/22/16	Duenez, Nicholas	07/06/2016	Uniform Allowance- Duenez 6/22/16	463.44	463.44
6013	FY16-17	East County EDC	07/06/2016	ECEDC Membership 7/1/16-6/30/17	1,500.00	1,500.00
6014	6/27-30/16	Esgil Corporation	07/06/2016	75% Building Fees- 6/27/16-6/30/16	5,222.08	5,222.08
6015	Uni-6/23/16	Gamester, Sean	07/06/2016	Uniform Allowance- Gamester 6/23/16	99.99	99.99
6016	Gary	Gary, Khandi	07/06/2016	Refund/ Gary, Khandi/Deposit- RecCtr 6-26-16	200.00	200.00
6017	Ghebrai	Ghebrai, Mihite	07/06/2016	Refund/ Ghebrai, Mihite/Partial Dep- LBH 7-23-16	200.00	200.00
6018	Gonzalez	Gonzalez, Pete	07/06/2016	Refund/Gonzalez,Pete/ Deposit-ComCtr 6-17-16	200.00	200.00
6019	Uni-6/27/16 Uni-6/28/16	Hayward, Brian	07/06/2016	Uniform Allowance- Hayward 6/27/16 Uniform Allowance- Hayward 6/28/16	209.52 171.72	381.24
6020	Apr27-Jun27	Helix Water District	07/06/2016	Water Services- 4/27/16-6/27/16	15,099.37	15,099.37
6021	8/18/16	Houck, Jeff	07/06/2016	Concerts in the Park - Three Chord Justice 8/18/16	600.00	600.00

6022	Uni-6/27/16	Hull, Sean	07/06/2016	Uniform Allowance- Hull 6/27/16	408.24	408.24
6023	Uni-6/28/16	Lavigne, Joe	07/06/2016	Uniform Allowance- Lavigne 6/28/16	484.69	484.69
6024	8/4/16	Lee, Richard	07/06/2016	Concerts in the Park - Bayou Brothers 8/4/16	550.00	550.00
6025	1547V 1726V	Lemon Grove Truck Body & Equipment, Inc.	07/06/2016	Truck #16 Repair Chevy Truck #22 - Tommygate Liftgate	227.50 2,560.00	2,787.50
6026	Reimb-5/27/16	Medina, Travis	07/06/2016	Reimb: CFED Conference & Expo Expenses 5/22-26/16	829.00	829.00
6027	16-010-RET	MIC Construction	07/06/2016	CIP- Street Rehab 5% Retention	6,888.90	6,888.90
6028	4707 4721 4730 4761 4765 4794 4799	North County EVS, Inc.	07/06/2016	E210- Preemption Emitter/Window Regulator E10- Service Call/ Drain Hose Repair E210- Service Call/ Headset Repair E210- Rebuild Seat Cushions E310- Pump Leak/ Tank Fill Valve E210- Compartment Door Switch Repair E10- Service & Safety Inspection	266.31 212.59 196.00 850.00 457.12 342.28 5,849.35	8,173.65
6029	WO-29243-1 WO-29305-1	Office Advantage, Inc	07/06/2016	Office Supplies - Fire Stn Office Supplies- City Hall	392.16 223.02	615.18
6030	16-0497	Pacific HVAC Service	07/06/2016	AC Repair - City Hall Server Room 4/25/16	211.94	211.94
6031	Palomino	Palomino,Diana Isamar	07/06/2016	Refund/ Palomino, Diana/Deposit- Rec Ctr 6-18-16	200.00	200.00
6032	P1606460	Pavement Recycling Systems, Inc.	07/06/2016	Pavement Milling on Myra St	8,993.98	8,993.98
6033	IN0012368	PB Loader Corporation	07/06/2016	LGPW#07 Patch Truck Repairs	2,024.44	2,024.44
6034	7/21/16	Pena, Carlos	07/06/2016	Concerts in the Park - The Jazz Pigs 7/21/16	600.00	600.00
6035	Reimb-6/26/16 Uni-6/28/16	Pepin, Matt	07/06/2016	Reimb: Intro to Cultural Anthropology Course 2/16/16-5/2/16 Uniform Allowance- Pepin 6/28/16	405.00 42.10	447.10
6036	3100243794	Pitney Bowes Global Financial Services LLC	07/06/2016	Postage Meter Rental 3/30/16-6/29/16	180.75	180.75
6037	2016-220	Quality Code Publishing LLC	07/06/2016	Website Maintenance & Storage Fee 7/1/16-12/31/16	240.00	240.00
6038	7999	RapidScale Inc.	07/06/2016	Virtual Hosting 6/30/16	2,048.07	2,048.07
6039	30820181	RCP Block & Brick, Inc.	07/06/2016	Steel	7.56	7.56
6040	Reynoso	Reynoso, Roseann	07/06/2016	Refund/ Reynoso,Roseann/Deposit-LBH 6-17-16	400.00	400.00
6041	7/14/16	Russchaert, Chip	07/06/2016	Concerts in the Park - The Wild Nights 7/14/16	700.00	700.00
6042	AR170715	San Diego Association of Governments	07/06/2016	Sandag Member Agency Assessments - FY'17	5,586.00	5,586.00
6043	FSA-6/22/16	Schroeder, John	07/06/2016	FSA#2 - Dependent Reimbursement- Schroeder 6/22/16	2,100.00	2,100.00
6044	0280223	SCS Engineers	07/06/2016	Consulting Svc: LGA Realignment 5/1/16-5/31/16	1,228.34	1,228.34
6045	6/22/2016 6/22/2016	SDG&E	07/06/2016	3225 Olive- 05/20/16-06/20/16 3500 1/2 Main- 5/19/16 6/20/16	110.45 162.87	273.32
6046	297609606/607	Sharp Rees-Stealy Medical Centers	07/06/2016	Medical Exam- Craig 5/31/16	103.00	103.00
6047	7562	Spring Valley Lawn Mower Shop	07/06/2016	Trimmer Line	15.07	15.07
6048	791994 794029	Superior Ready Mix Concrete LP	07/06/2016	Recycled Class II Supply 140 tons of 3/8 Reg Hot Mix Asphalt	339.49 12,853.00	13,192.49
6049	2723	Telfer Pavement Technologies LLC	07/06/2016	Apply Tack Coat - Myra St	1,650.00	1,650.00
6050	7762-4	The Sherwin-Williams Co.	07/06/2016	Paint	11.68	11.68
6051	620160384	Underground Service Alert	07/06/2016	New Ticket Charges - Jun'16	186.00	186.00
6052	9765337442 9766978922 9767376137 9765337444 9766978923	Verizon Wireless	07/06/2016	City Phone Charges- 4/13/16-5/12/16 Phone Charges - Sanitation/PW Tablets- 3/13/16-6/12/16 MDC Engine Tablets- 5/21/16-6/20/16 PW Tablets- Initial Purchase PW Tablets- 5/13/16-6/12/16	793.60 153.09 190.05 2,651.79 182.31	3,970.84
6053	P501014236 P501014237	Volvo Construction Equipment & Services	07/06/2016	Cross Plate Material Scraper	230.09 141.92	372.01
6054	71164159 71165547	Vulcan Materials	07/06/2016	Asphalt Asphalt	92.72 205.61	298.33
6055	Uni-6/29/16	Wrisley, Chris	07/06/2016	Uniform Allowance- Wrisley 6/29/16	892.38	892.38
					1,279,825.41	1,279,825.41

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.D
Mtg. Date July 19, 2016
Dept. City Manager's Office

Item Title: Agreement Between Liebert Cassidy Whitmore and the City of Lemon Grove for Employment Relations, Training and Support

Staff Contact: Corinne Russell, Human Resources Manager

Recommendation:

Adopt a resolution (**Attachment A**) approving an agreement with Liebert Cassidy Whitmore for employment relations training and support.

Item Summary:

For many years, the City has participated in the San Diego Employment Relations Consortium. For a nominal membership fee, the City receives five days of valuable training in new employment laws and various topics to improve employee/employer relations, as well as the opportunity for telephone consultations with a law firm regarding employment issues.

The law firm of Liebert Cassidy Whitmore (LCW), as in the past, will provide the training as outlined in the Agreement for Special Services (**Attachment B**). LCW also offers additional, optional services for a fee as described in the agreement.

Inasmuch as the City has profited from its past relationship with LCW, staff recommends that the City continue this relationship by adopting the resolution approving the above mentioned agreement.

Fiscal Impact:

The current annual cost to belong to the San Diego Employment Relations Consortium is \$758, which was included in the FY 16-17 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
- B. Agreement for Special Services

Attachment A

RESOLUTION NO. 2016- __

**RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING AN AGREEMENT
BETWEEN LIEBERT CASSIDY WHITMORE AND THE CITY OF LEMON GROVE TO
PROVIDE EMPLOYMENT RELATIONS TRAINING**

WHEREAS, the City of Lemon Grove has participated in the San Diego Employment Relations Consortium trainings gaining great benefit in knowledge and actions; and

WHEREAS, Liebert Cassidy Whitmore, having conducted the past trainings, has presented a proposal to continue to provide such labor relations training, consult by telephone, and provide a monthly informational newsletter, through the consortium; and

WHEREAS, the Agreement for Special Services also outlines optional services available to the City for a fee; and

WHEREAS, the City Council has reviewed the agreement and finds it in the public interest to approve said agreement.

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

1. Approves the Agreement for Special Services (Attachment B); and
2. Authorizes the City Manager to sign said Agreement on behalf of the City.

/////
/////

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the City of Lemon Grove, A Municipal Corporation, hereinafter referred to as "Agency," and the law firm of LIEBERT, CASSIDY, WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Agency has the need to secure expert training and consulting services to assist Agency in its workforce management and employee relations; and

WHEREAS Agency has determined that no less than twenty-seven (27) public agencies in the San Diego area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Agency and is willing to perform such services;

NOW, THEREFORE, Agency and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2016, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

1. Five (5) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Agency and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Availability of Attorney for Agency to consult by telephone. Consortium calls cover questions that the attorney can answer quickly with little research. They do not include the review of documents, in depth research, written responses (like an opinion letter) or advice on on-going legal matters. The caller will be informed if the question exceeds the scope of consortium calls. Should the caller request, the attorney can assist on items that fall outside the service, but these matters will be billed at the attorney's hourly rate. (See additional services section.)
3. Providing of a monthly newsletter covering employment relations developments.

Fee:

Fees will be paid by the City and County Personnel Association. Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Attachment B

Additional Services:

Attorney shall, as and when requested by Agency, make itself available to Agency to provide representational, litigation, and other employment relations services. The Agency will be billed for the actual time such representational services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Agency.

The range of hourly rates for Attorney time is from Two Hundred to Three Hundred fifty Dollars (\$200.00 - \$350.00) per hour for attorney staff, One Hundred Ninety-Five Dollars (\$195.00) per hour for Labor Relations/HR Consultant and from Seventy-five to One Hundred Sixty Dollars (\$75.00 - \$160.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2016. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-seven (27) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2016.

Dated: 6/10/16

LIEBERT/CASSIDY WHITMORE
A Professional Corporation

By: 

Dated: _____

CITY OF LEMON GROVE
A Municipal Corporation

By: _____

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.E
Mtg. Date July 19, 2016
Dept. Public Works

Item Title: **Acceptance of the 2015 CIP Street Rehabilitation Project, New Jersey Avenue Deep Grind, Dig Out and Root Removal from San Miguel to Broadway**

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

Recommendation:

Adopt a resolution (**Attachment A**) accepting the 2015 CIP Street Rehabilitation Project, New Jersey Avenue Deep Grind, Dig Out and Root Removal from San Miguel to Broadway (Contract No. 2016-19) as complete.

Item Summary:

On June 7, 2016, Portillo Concrete, Inc. was awarded the CIP Street Rehabilitation Project, New Jersey Avenue Deep Grind, Dig Out and Root Removal from San Miguel to Broadway (Contract No. 2016-19) with a bid cost of \$47,664.00 and a project budget not to exceed \$52,430.00.

On July 5, 2016, staff completed the final inspection of the improvements and determined the work was completed per the contract specifications. In summary, Portillo Concrete, Inc. repaired 7,508 square feet of pavement that had a failing sub-base and 134 square feet of pavement damaged by roots.

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

Fiscal Impact:

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

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. 2016-_____

RESOLUTION OF THE LEMON GROVE CITY COUNCIL ACCEPTING THE 2015 CIP STREET REHABILITATION PROJECT – CONCRETE REPAIRS AND UPGRADE (CONTRACT NO. 2016-19) AS COMPLETE

WHEREAS, on June 7, 2016, the City Council awarded the 2015 CIP Street Rehabilitation Project, New Jersey Avenue Deep Grind, Dig Out and Root Removal from San Miguel to Broadway (Contract No. 2016-19) to Portillo Concrete, Inc.; and

WHEREAS, the final project cost of \$46,277.00 was allocated for this project from TransNet funds; and

WHEREAS, on July 5, 2016, Portillo Concrete, Inc. completed the scope of work as defined by the original contract; and

WHEREAS, City staff inspected all of the improvements and determined that Portillo Concrete, Inc. fulfilled its contractual obligations.

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

1. Accepts the work for 2015 CIP Street Rehabilitation Project, New Jersey Avenue Deep Grind, Dig Out and Root Removal from San Miguel to Broadway (Contract No. 2016-19) as complete; and
2. Authorizes the City Manager or designee to file a notice of completion with the County of San Diego; and
3. Authorizes city staff to release the retention no sooner than thirty (30) days after the notice of completion is filed.

/////
/////

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.F
Mtg. Date July 19, 2016
Dept. City Manager's Office

Item Title: Resolution in Support of the Welcoming Communities Campaign

Staff Contact: Lydia Romero, City Manager

Recommendation:

Consider a request to adopt a resolution (**Attachment A**) in support of a Welcoming Communities Campaign, a White House Initiative to strengthen immigrant integration.

Item Summary:

Staff presents a request from the organization Alliance San Diego to consider a resolution (**Attachment A**) that supports the White House Task Force on New Americans Welcoming Communities Campaign. Currently, 48 cities across 26 states have signed on to support this Initiative. The Welcoming Communities Campaign includes three tiers for involvement — tier one expresses support for the Campaign; tier two and three requires staff and resources to implement.

Staff is recommending approval of the attached resolution expressing support, inline with the tier one option, for the Welcoming Communities Campaign.

Alliance SD is a community empowerment organization that builds coalitions to promote justice and social change.

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. Resolution

Attachment A

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA SUPPORTING THE WHITE HOUSE TASK FORCE ON NEW AMERICANS WELCOMING COMMUNITIES CAMPAIGN

WHEREAS, in September 2015, the White House Task Force on New Americans launched the Building Welcoming Communities Campaign to encourage local communities to engage in local immigrant efforts; and

WHEREAS, a greater number of refugees have resettled and found home in San Diego than other areas in the State; and

WHEREAS, the City of Lemon Grove is a vibrant and thriving community with ethnic, racial and religious diversity; and

WHEREAS, the City of Lemon Grove encourages the active participation of all its residents in the life of our community, including education and civic participation; and

WHEREAS, the City of Lemon Grove is committed to recognizing the diversity of all its residents and the diverse contributions of both immigrants and native-born; and

WHEREAS, the City of Lemon Grove recognizes that all people are deserving of the assurance of the basic principles of equity and human rights guaranteed to all people by the United States Constitution and the Bill of Rights.

NOW THEREFORE, BE IT RESOLVED the Mayor and City Council of the City of Lemon Grove supports the Welcoming Communities Campaign and urges the County of San Diego to establish a Welcoming Community program across the County.

/////
/////



July 18, 2016

Lemon Grove City Council
3232 Main Street
Lemon Grove, CA 91945

Re: Welcoming Communities Resolution

Dear Mayor Mary Sessom and Esteemed Council Members,

On behalf of Alliance San Diego, a community empowerment organization with a voter base of 70,000 I would like to commend you for your bold leadership and commitment to making the city of Lemon Grove a community where all residents feel welcome and have the opportunity to thrive by proposing a resolution in favor of the White House Task Force on New Americans' Building Welcoming Communities Campaign.

Immigrants and refugees have long enriched the city of Lemon Grove. Over 5100 Lemon Grove residents are foreign born and approximately 40% speak a language other than English at home. These community members grow businesses, strengthen the economy, create jobs, and serve as leaders in churches, organizations, schools and other community venues. The City of Lemon Grove has long recognized the importance of the immigrant and refugee communities, including by passing a resolution last year in favor of supporting the expanded Deferred Action for Childhood Arrivals (DACA) and the Deferred Action for Parents of American Citizens and legal permanent residents (DAPA) programs.

Unfortunately, since then, we have heard an increase in hateful rhetoric from public figures directed towards immigrant and refugee communities, and seen a number of anti-immigrant and anti-refugee legislation at the federal level. Locally, our partners have also witnessed an increase in hate crimes and hate speech. Such incident are creating fear in our communities, and further isolating immigrants and refugees.

By passing a resolution in support of the White House Task Force on New Americans' Building Welcoming Communities Campaign, it sends a strong message to residents that the contributions of immigrant and refugee communities are important and that all residents, regardless of where they come from, are welcome in the city of Lemon Grove. We appreciate your commitment to ensuring that all residents feel welcome, and look forward to working further with you and the city of Lemon Grove in the future.

Thank you for your steadfastness in championing the rights of our communities.

Sincerely,

A handwritten signature in black ink, appearing to read "Christian Ramirez".

Christian Ramirez
Human Rights Director, Alliance San Diego



July 18, 2016

Lemon Grove City Council
3232 Main Street
Lemon Grove, CA 91945

Re: Welcoming Communities Resolution

Dear Mayor Mary Sessom and Esteemed Council Members,

On behalf of the San Diego Immigrant Rights Consortium (SDIRC), I would like to commend you for your bold leadership and commitment to making the city of Lemon Grove a community where all residents feel welcome and have the opportunity to thrive by proposing a resolution in favor of the White House Task Force on New Americans' Building Welcoming Communities Campaign. Since 2007, SDIRC has worked to bring together leaders from the faith, labor and legal communities to advocate policies that promote the civic and human rights of immigrants. We are composed of over 35 organizations throughout San Diego County who consist of leaders from the refugee and immigrant communities.

Immigrants and refugees have long enriched the city of Lemon Grove. Over 5100 Lemon Grove residents are foreign born and approximately 40% speak a language other than English at home. These community members grow businesses, strengthen the economy, create jobs, and serve as leaders in churches, organizations, schools and other community venues. The City of Lemon Grove has long recognized the importance of the immigrant and refugee communities, including by passing a resolution last year in favor of supporting the expanded Deferred Action for Childhood Arrivals (DACA) and the Deferred Action for Parents of American Citizens and legal permanent residents (DAPA) programs.

Unfortunately, since then, we have heard an increase in hateful rhetoric from public figures directed towards immigrant and refugee communities, and seen a number of anti-immigrant and anti-refugee legislation at the federal level. Locally, our partners have also witnessed an increase in hate crimes and hate speech. Such incident are creating fear in our communities, and further isolating immigrants and refugees.

By passing a resolution in support of the White House Task Force on New Americans' Building Welcoming Communities Campaign, it sends a strong message to residents that the contributions of immigrant and refugee communities are important and that all residents, regardless of where they come from, are welcome in the city of Lemon Grove. We appreciate your commitment to ensuring that all residents feel welcome, and look forward to working further with you and the city of Lemon Grove in the future.

Thank you for your steadfastness in championing the rights of our communities.

Sincerely,

Ginger Jacobs, Esq.
Chair, San Diego Immigrant Rights Consortium

n the staff report the grant proposal describes the deliverables for the grant. One of those is data collection that includes a map of property owners and property lines. I would very much like to see that information.

As I see in then grant app public outreach is part of the process. That is an important component but the finished concept cannot be formed through a process driven by a public wish list with no realistic way of delivering a finished product. I love public art as much as anyone but it must be included as an option and not as the core. What we really need is a plan that can realistically deliver a public amenity based on a basic design that Lemon Grove can actually achieve. Of course it is important to plan for optional enhancements such as pocket parks and public art. I do understand that even in a basic form we likely would only achieve this through grants or other extra revenue means outside of those that currently run the city. The likelihood of that coming from a single source is unlikely. Keeping it simple, inexpensive, and designed in segments will improve our chances of delivering something more than paper for the shelf.

The biggest concern is that the agenda item addresses a segment that I believe should be much lower on then priority list and many years down the line for funding and implementation. Based on my experience in these things, a project this size will have to be built in segments. I can see at least three segments in front of the one on the agenda.

As to inclusion on General Plan I have concerns that we not get to involved in the weeds for this concept. Completion of this concept will take many years and more than one iteration of the council and community. A General Plan concept should be general enough for future councils to put their signature on it with some guidance from us but not interference from us.

City Council member Jones
commented on item 5

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.G
Mtg. Date July, 19 2016
Dept. City Manager

Item Title: **Lease Agreement Between the City of Lemon Grove and the County of San Diego**

Staff Contact: Lydia Romero, City Manager

Recommendation:

That the City Council adopt the resolution approving the Lease Agreement between the City of Lemon Grove and the County of San Diego for the Lemon Grove Sheriff's Substation 3240 Main Street.

Item Summary:

Since the Rancho San Diego Sheriff's Facility opened, the City of Lemon Grove and the County of San Diego have been without a lease for the Lemon Grove Sheriff's substation, located at 3240 Main Street. The proposed lease agreement term highlights include: 60 month term, County will be responsible for janitorial services, routine interior maintenance and all utilities except water and trash. City will be responsible for exterior maintenance and major building repairs (plumbing, electrical, structural.) The County will not pay rent in exchange for taking on the responsibility of all the interior and minor premises improvements.

Staff recommends approval of the lease agreement.

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. Resolution
- B. Draft Lease Agreement

Attachment A

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE LEASE AGREEMENT BETWEEN THE CITY OF LEMON GROVE AND THE COUNTY OF SAN DIEGO FOR 3240 MAIN STREET TO SERVE AS THE LEMON GROVE SHERIFF'S SUBSTATION

WHEREAS, in January 1983, the City Council of the City of Lemon Grove approved Resolution No. 597, authorizing the lease agreement with the County of San Diego for the Lemon Grove Sheriff's Substation located at 3240 Main Street; and

WHEREAS, in June 1986, the City Council of the City of Lemon Grove approved Resolution No. 877 amending the lease agreement with the County of San Diego for the Lemon Grove Sheriff's Substation located at 3240 Main Street; and

WHEREAS, the City Council finds it in the public interest to enter into a new lease agreement with the County of San Diego for the Lemon Grove Sheriff's Substation located at 3240 Main Street; and

WHEREAS, the attached lease agreement supersedes any previous agreement with County of San Diego for 3240 Main Street; and

WHEREAS, the City Council authorizes the City Manager to sign attached lease agreement.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemon Grove, California hereby approves the Lease Agreement between the City of Lemon Grove and the County of San Diego for 3240 Main Street to serve as the Lemon Grove Sheriff's Substation.

////
////

LEASE AGREEMENT

SAN DIEGO COUNTY SHERIFF'S DEPARTMENT
LEMON GROVE SUBSTATION
3240 MAIN STREET
LEMON GROVE, CALIFORNIA 91945

TENANT: COUNTY OF SAN DIEGO, a political subdivision
of the State of California

LESSOR: CITY OF LEMON GROVE, a municipal corporation

ASSESSOR'S PARCEL NUMBER: 480-174-01 (Portion)

COUNTY CONTRACT NO.: _____

LEASE AGREEMENT
SAN DIEGO COUNTY SHERIFF'S DEPARTMENT
LEMON GROVE SUBSTATION

TABLE OF CONTENTS

ARTICLE 1 PREMISES.....1

ARTICLE 2 TERM1

 2.1 Term 1

 2.2 County's Early Termination Rights..... 1

 2.3 Holding Over 1

ARTICLE 3 CONSIDERATION2

ARTICLE 4 USE OF PREMISES.....2

ARTICLE 5 QUIET ENJOYMENT2

ARTICLE 6 MAINTENANCE AND REPAIR OBLIGATIONS.....2

 6.1 Maintenance and Custodial Services..... 2

 6.2 Additional Services Requested by County 3

 6.3 Repairs 3

 6.4 Repair and Maintenance Safety Requirements..... 3

 6.5 Lessor's Failure to Provide Services and Repairs 4

 6.6 Certified Access Specialist Inspection..... 4

ARTICLE 7 UTILITIES.....4

ARTICLE 8 INSURANCE.....5

 8.1 Lessor's Insurance Obligations..... 5

 8.2 County's Insurance Obligations 5

ARTICLE 9 INDEMNITY5

 9.1 Lessor's Indemnity 5

 9.2 County's Indemnity..... 5

 9.3 Covered Claims 5

ARTICLE 10 DAMAGE OR DESTRUCTION.....5

ARTICLE 11 HAZARDOUS MATERIALS.....6

ARTICLE 12 ASSIGNMENT AND SUBLETTING6

ARTICLE 13 TAXES6

ARTICLE 14 COMPLIANCE WITH LAWS; SAFETY REQUIREMENTS.....7

ARTICLE 15 IMPROVEMENTS AND ALTERATIONS8

ARTICLE 16 LESSOR'S ACCESS TO PREMISES	8
ARTICLE 17 AFFIRMATIVE ACTION PROGRAM FOR DISABLED PERSONS.....	8
ARTICLE 18 (RESERVED).....	8
ARTICLE 19 GENERAL PROVISIONS.....	9
19.1 <u>Authority</u>	9
19.2 <u>Captions</u>	9
19.3 <u>County Approval</u>	9
19.4 <u>Cumulative Remedies</u>	9
19.5 <u>Entire Agreement</u>	9
19.6 <u>Governing Law</u>	9
19.7 <u>Modification</u>	9
19.8 <u>Notices</u>	9
19.9 <u>Partial Invalidity</u>	10
19.10 <u>Successor and Assigns</u>	10
19.11 <u>Time of Essence</u>	10
19.12 <u>Waiver</u>	10

EXHIBITS

A - DESCRIPTION OF PREMISES AND PARKING AREA

LEASE AGREEMENT

SAN DIEGO COUNTY SHERIFF'S DEPARTMENT - LEMON GROVE SUBSTATION

THIS LEASE AGREEMENT ("Lease") is made and entered into effective as of _____ ("Effective Date"), by and between the City of Lemon Grove, a municipal corporation ("City"), and the COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County"), collectively parties ("Parties").

ARTICLE 1 **PREMISES**

Effective as of the "Effective Date" first set forth above, which is defined as the date this Lease shall be approved by the Director of the County's Department of General Services, County hereby leases the premises ("Premises") described as the Lemon Grove Sheriff's Station located at 3240 Main Street, Lemon Grove, California, 91945 (the "Building"). The Premises consists of approximately 10,700 square feet of office space on the 1st and 2nd floors of the Building and includes 40 reserved parking spaces and 15 unreserved parking spaces in the parking lot, and is further identified as a portion of Assessor's Parcel Number (APN) 480-174-01 (the "Premises"), shown on Attachment A hereto. City hereby leases the Premises to County, on and subject to the terms, covenants and conditions set forth herein.

ARTICLE 2 **TERM**

2.1 **Term.** The term ("Term") of this Lease is 60 months, commencing on the Effective Date above. County may use the Premises twenty-four (24) hours a day, seven days per week, including weekends and holidays.

2.2 **County's Early Termination Rights.** This Lease may be terminated by County, at its sole option and without penalty, to be effective at any time following expiration or termination of the Service Agreement for General and Specified Law Enforcement and Traffic Services ("Agreement") between the County and the City. The current Agreement is scheduled to expire on June 30, 2017 and may be renewed by the Parties. Notwithstanding any other section or provisions of this Lease, either party may terminate this Lease by giving a 180 days advance written notice of intention to terminate.

2.3 **Holding Over.** The Term of this Lease shall expire without further notice at the expiration of the Term specified in Section 2.1. If County holds over in occupancy of the Premises, or any portion of the Premises, after the expiration of the Term without City's written consent, County shall become a tenant on a month-to-month basis as proportionately reduced to the extent that County has vacated any portion of the Premises. Any such holdover shall be subject to the terms and conditions specified in this Lease, so far as applicable. Any holding over after the expiration of the Term shall not constitute a renewal or extension of this Lease, except as specified in this Lease, or when in writing signed by both parties to this

Lease. During any holdover after the expiration of the Term, the County shall continue to indemnify City in accordance with Article 9, INDEMNITY. The inclusion of this reference does not affect any provisions in the balance of this Lease. City agrees to consent to any written holdover request of County for any lawful reasonable purpose for a period not to exceed one (1) year.

ARTICLE 3
CONSIDERATION

The County shall pay no rent during the Term or any extension thereof. Consideration for this Lease shall be the County's certain interior routine maintenance of and installation of minor improvements in the Premises.

ARTICLE 4
USE OF PREMISES

The Premises shall be used for the sole purpose of operating the San Diego County Sheriff's - Lemon Grove Substation ("Substation"), ("County's Intended Use"); provided, however, that County reserves the right to use the Premises for any other comparable use permitted by applicable zoning laws or ordinances, subject to City's reasonable prior written approval thereof. In operating the Substation, County may access and use the Premises, the Building, the parking lots appurtenant to the Building, and also includes the land on which the Building and the other facilities are located, subject to the terms and conditions of this Lease.

ARTICLE 5
QUIET ENJOYMENT

Upon County's performing its other obligations hereunder, County shall peacefully and quietly have, hold and enjoy the Premises throughout the Term and any extensions thereof, without hindrance, ejection or molestation by City, any person lawfully claiming through or under City or any person claiming prior rights to City to the Premises.

ARTICLE 6
MAINTENANCE AND REPAIR OBLIGATIONS

6.1 Maintenance and Custodial Services. County shall, at its sole expense, furnish to the Premises all routine interior maintenance and custodial services which may be required for the County's occupancy and use of the Premises. This routine maintenance includes but is not limited to replacing flooring and painting, and other minor maintenance activities that do not exceed \$5,000.00 per incident. City shall, at its sole expense maintain all major building systems, including plumbing, electrical, life safety and structural systems and furnish to the Premises all exterior maintenance, including roof, doors and exterior building surfaces, HVAC system maintenance, landscape service, parking lot maintenance and trash removal services. Such services shall be provided at the level necessary to maintain the Premises and the Building in a clean, orderly, and serviceable condition. City's maintenance obligations under this section include, without limitation, providing those services specified in California Civil Code Section

1941.1 or any successor statute thereto. All such services shall be provided at such reasonable times and in such a manner as to minimize interference with County's use and enjoyment of the Premises. All individuals or companies providing custodial and trash removal services hereunder shall be bonded.

6.2 Additional Services Requested by County. If County shall request any services in addition to those specified or reasonably anticipated hereunder, City shall use its best efforts to supply the same, and such additional services shall be charged at reasonable rates established by City and approved in writing by County's Lease Administrator prior to provision of the service. The agreed cost of such additional services shall be reimbursed to City by County within thirty (30) days of County's receipt of City's invoice therefor, together with evidence of City's payment thereof.

6.3 Repairs.

(a) Subject to the provisions of this Lease pertaining to damage or destruction of the Premises, City shall, at all times and at its sole expense keep the exterior of the Premises' Building and parking lot in good order, condition and repair, such that the same are at all times in good and tenantable condition.

(b) County shall make, at its sole expense, all repairs to the interior of the Premises required by reason of the fault or negligence of County, its officers, employees or persons using the Premises to conduct business with County. County shall further provide, at its sole expense, replacement of broken exterior windows and all maintenance and repairs to the interior of the Premises not to exceed \$5,000.00 per incident. County shall paint, and repair and replace carpet as needed throughout the Term.

(c) Lessor shall, at Lessor's sole expense provide all building maintenance and structural repairs including but not limited to exterior painting, roofing, all maintenance and repair of heating and cooling systems, plumbing, electrical equipment and landscape maintenance. Where work is necessary to cure an emergency situation, Lessor shall perform such work immediately upon Lessor's discovery thereof and may then seek reimbursement from County for that work that deemed to be due to the fault or negligence of County, its officers, employees or persons using the premises to conduct business with the County without having obtained County's Lease Administrator's prior written approval of such work. For work of a non-emergent nature, City shall obtain County's prior written approval for work performed by City for which City intends to seek reimbursement from County.

6.4 Repair and Maintenance Safety Requirements.

(a) Whenever feasible, City shall schedule repair and maintenance work at times other than normal working hours. Repair or maintenance work which involves the use of

processes which generate airborne contaminants, which can negatively impact indoor air quality, may be conducted during normal working hours only with County's prior written consent.

(b) When repair or maintenance work must be performed during normal working hours, mechanical ventilation units serving the Premises in the vicinity of the work shall be shut down for the duration of such work, and until any contaminants generated thereby have had a chance to dissipate. During such period, City shall take steps to provide alternative sources of fresh air to the Premises.

(c) City shall give County five (5) days prior written notification of any non-regularly scheduled maintenance, and of any and all repair work, to be performed on the Premises.

(d) City, and anyone performing work on behalf of the City on the Premises, shall maintain a Safety Data Sheet containing all pertinent information regarding hazardous materials which may be utilized in connection with such work.

6.5 City's Failure to Provide Services and Repairs. Should City fail to perform any act or provide any service required hereunder and not cure such failure, or commence and continue to diligently pursue to completion such curing, within five (5) days following written notice thereof by County (or immediately if the nature of the problem presents a hazard or emergency), County shall have the right, but not the obligation, to remedy such situation by making the relevant repairs or obtaining the relevant service. County's cost in so doing shall be reimbursed to County by City within thirty (30) days of delivery of the invoices evidencing such work.

6.6 Certified Access Specialist Inspection. Pursuant to the provisions of California Civil Code section 1938, the Premises has not undergone inspection by a Certified Access Specialist to determine whether the Premises meets all applicable construction-related accessibility standards pursuant to California Civil Code section 55.53.

ARTICLE 7 **UTILITIES**

City shall furnish all utilities to the Premises and shall pay for all water and trash services at the Premises. County shall pay for all utilities, except for water and trash services, necessary for the use and enjoyment by County of the Premises for County's Intended Use. County-provided utility services shall include, but not necessarily be limited to gas, electricity, heating, ventilation and air conditioning service if required for County's Intended Use of the Premises. City shall not be obligated to provide telephone, cable and data equipment or facilities to the Premises, but City waives any right to approve the installation of such equipment or facilities by the County that are reasonably necessary for the County's Intended Use.

ARTICLE 8
INSURANCE

8.1 City's Insurance Obligations. City maintains a policy of All-Risk Insurance covering the City's personal property in the Premises, including any fixtures or equipment in the Premises owned by City. The City utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Premises.

8.2 County's Insurance Obligations. County maintains a policy of All-Risk Insurance covering the County's personal property in the Premises, including any fixtures or equipment in the Premises owned by County. The County utilizes a program of self-funding with regard to any liability it may incur for personal injury or property damage arising out its use or occupancy of the Premises.

ARTICLE 9
INDEMNITY

9.1 City's Indemnity. City shall defend and indemnify County and hold it harmless from and against any Claims related to this Lease which arise solely from any act, omission or negligence of City or City's contractors, licensees, invitees, agents or employees.

9.2 County's Indemnity. County shall defend and indemnify City and hold it harmless from and against any Claims related to this Lease which arise solely from any act, omission or negligence of County or County's contractors, licensees, invitees, agents, or employees.

9.3 Covered Claims. The obligations of City and County under this Lease to indemnify, defend and hold each other harmless shall not apply to the extent that insurance required to be carried by the indemnified party, other than any program of self-insurance, covers any Claim.

ARTICLE 10
DAMAGE OR DESTRUCTION

Should the Premises or City's or County's fixtures, improvements or personal property be damaged by fire, or other perils covered by the insurance City is required to carry under the terms of this Lease, City shall undertake to restore such merchandise, fixtures, improvements or personal property to substantially the same condition as they were in immediately preceding such damage or destruction. In the event of total destruction of the Premises so that the Premises are rendered unusable, either party shall have the right to terminate this Lease. If the parties to this Lease cannot agree upon the extent and amount of such damage or destruction, County shall promptly designate a certified architect, registered engineer, or licensed building contractor who shall determine such matters, and the determination of such architect, engineer, or contractor shall be final and binding upon the parties to this Lease.

ARTICLE 11
HAZARDOUS MATERIALS

City and County are aware of California Health & Safety Code Section 25359.7(a), which provides in part as follows:

"(a) Any owner of nonresidential real property who knows, or has reasonable cause to believe, that any release of a hazardous substance has come to be located on or beneath that real property shall, prior to the sale, lease, or rental of the real property by that owner, give written notice of that condition to the buyer, lessee, or renter of the real property. Failure of the owner to provide written notice when required by this subdivision to the buyer, lessee, or renter shall subject the owner to actual damages and any other remedies provided by law"

Pursuant to California Health & Safety Code Section 25359.7, City hereby advises County that City does not know, or have reasonable cause to believe, that any release of a hazardous substance has come to be located on or beneath the Premises. If it is established by agreement of City and County or by final order of court of competent jurisdiction that the foregoing representation and warranty of City is false, then City shall indemnify, hold harmless and defend County from and against all claims, liabilities, costs and expenses arising out of City's breach of the foregoing representations, including, but not limited to, all costs and expenses incurred by County for testing, removal, cleaning or other remedial work related to hazardous substances, and regardless of whether any portion of such claims, liabilities, costs or expenses result, in whole or in part, from the active or passive negligence of County, its agents or employees. The foregoing environmental indemnities shall survive the expiration or termination of this Lease and/or any transfer of all or any portion of the Premises, or of any interest in this Lease, and shall be governed by the laws of the State of California.

City is responsible for ensuring that provisions are in place for handling any hazardous materials under the control of the City (or their contractors) in a manner to minimize exposure incidents and that Safety Data Sheets (SDSs) will be made available to County employees for hazardous materials involved in a renovation/construction/emergency incident.

ARTICLE 12
ASSIGNMENT AND SUBLETTING

The County agrees not to sublet the whole or any part of the Premises, nor to assign this Lease, without in each case first securing the prior written consent thereto of City.

ARTICLE 13
TAXES

County shall not be obligated to pay any taxes accruing before, during or after the Term, or any extension thereof, on the Premises; all such payments shall be the sole responsibility of City.

ARTICLE 14
COMPLIANCE WITH LAWS; SAFETY REQUIREMENTS

(a) City warrants that, as of the Effective Date of this Lease, there are no violations of any laws or ordinances, or of rules or regulations of insurance-rating organizations, which would materially affect County's use or occupancy of the Premises, and that County's Intended Use of the Premises is in compliance with all existing laws and insurance policies affecting the Premises.

(b) If County's Intended Use of the Premises shall be prohibited at any time during the Term or any extensions thereof by any federal, state or local statute, ordinance or regulation, the Term shall automatically terminate as of the effective day of such prohibition and all rent owing under this Lease shall be equitably pro-rated on a per diem basis as of the date of such termination; provided, however, that County may elect to continue as the tenant on the Premises in the event that such prohibition of County's Intended Use does not also prohibit another comparable use permitted by applicable zoning laws or ordinances, subject to City's reasonable written approval thereof.

(c) City shall maintain the Premises as a "safe place of employment", as such term is used in the California Occupational Safety and Health Act, insofar as such statute may be applicable to County's Intended Use of the Premises.

(d) The required test procedures for fire extinguishing systems set forth in the Uniform Fire Code, 1988 Edition, Part VIII, Division III, Appendix III C, entitled "Testing Fire-Extinguishing Systems, Standpipes and Combination Systems", shall be the responsibility of City.

(e) In the event City neglects, fails or refuses to maintain the Premises as provided herein, County may, without prejudice to any other remedies provided in this Lease, exercise one of the following options:

- (1) terminate this Lease; or
- (2) cure City's default by performance of any act, including payment of money.

(f) Notwithstanding any other provision of this Lease to the contrary, City shall be responsible for upgrades to comply with the requirements of the Americans with Disabilities Act of 1990 ("ADA") (42 USCS § 12101 - 12213), Title 24 of the California Code of Regulations ("Title 24") and California Civil Code § 54.1 as they may apply to the Premises, the Building or the Property should a qualifying event trigger the need for such upgrades. A qualifying event may include a valid claim and/or lawsuit against the County regarding access issues related to

the leased premises. City's obligations hereunder shall include, without limitation, all costs of bringing the Premises, the Building and the Property into compliance, and thereafter maintaining such compliance, with the requirements of Title III of the ADA ("Title III") (42 USCS §§ 12181 - 12189) applicable during the Term to public accommodations and commercial facilities, irrespective of whether or not the particular requirements of such compliance (i) are specifically required by County's intended use of the Premises, or (ii) may also be required of County under Title II of the ADA ("Title II") (42 USCS §§ 12131 - 12165). To the extent permitted by applicable law, City shall also be responsible for payment of all costs of bringing the Premises, the Building and the Property into compliance with the requirements of Title II which may be applicable to County's intended use of the Premises but which are not also required by the requirements of Title III, and for the costs of maintaining such compliance during the Term.

ARTICLE 15
IMPROVEMENTS AND ALTERATIONS

As valuable consideration under this lease, the Lessor hereby authorizes County to make improvements to the interior of the Premises that include, but are not limited to security and work environment upgrades, adding or deleting demising walls/reconfiguring the leased space, and adding furniture. Improvement requests must be submitted to the City in writing and the County must receive written approval for the proposed improvements before proceeding with any work.

ARTICLE 16
CITY'S ACCESS TO PREMISES

City shall have access to the Premises at reasonable times on reasonable prior written notice to County's Lease Administrator (except in the case of an emergency, when notice shall be commensurate with the circumstances). City shall use all reasonable efforts in connection with such access to minimize interference with County's use and enjoyment of the Premises.

ARTICLE 17
AFFIRMATIVE ACTION PROGRAM FOR DISABLED PERSONS

City shall comply with the Affirmative Action Program for Vendors pertaining to employment of disabled persons, as set forth in Article IIIk (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated in this Lease by this reference. City is informed that the County's Affirmative Action Program for Vendors provides that its requirements shall not apply to any City, or subcontractor of a City, who has a regular, paid workforce of less than fifteen (15) employees. A copy of this Affirmative Action Program will be furnished upon request to the Lease Administrator. The County of San Diego also has a policy of encouraging the participation of disabled veterans business enterprises in its acquisition leases.

ARTICLE 18
(RESERVED)

ARTICLE 19
GENERAL PROVISIONS

19.1 Authority. City represents and warrants that it has full power and authority to execute and fully perform its obligations under this Lease pursuant to its governing instruments, without the need for any further action, and that the person(s) executing this Lease on behalf of City are the duly designated agents of City and are authorized to do so, and that fee title to the Premises vests solely in City.

19.2 Captions. The captions and headings appearing in this Lease are inserted for convenience only and in no way define, limit, construe, or describe the scope or intent of the provisions of this Lease.

19.3 County Approval. Except where stated herein to the contrary, the phrases "County's approval", and "County's written approval" or such similar phrases shall mean approval of County's Lease Administrator or said Administrator's representative as authorized by said administrator in writing. For purposes of this Lease, County's Lease Administrator shall be April F. Heinze, Director of the Department of General Services.

19.4 Cumulative Remedies. In the event of a default under this Lease, each party's remedies shall be limited to those remedies set forth in this Lease; any such remedies are cumulative and not exclusive of any other remedies under this Lease to which the non-defaulting party may be entitled.

19.5 Entire Agreement. This Lease, together with any addenda, exhibits and riders attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

19.6 Governing Law. This Lease shall be governed, construed and enforced in accordance with the laws of the State of California.

19.7 Modification. The provisions of this Lease may not be modified, except by a written instrument signed by both parties.

19.8 Notices. All notices, demands, requests or other communication required or permitted to be given hereunder ("Notices") shall be in writing and (i) delivered in person to an officer or duly authorized representative of the other party, or (ii) sent by First Class United States Mail, postage prepaid to City and County at the appropriate address set forth below, or to such other address as City or County may hereafter designate by written notice to the other party. Any such Notice shall be deemed duly given upon receipt if delivered as set forth under (i), above, or, in case of (ii) above, forty-eight (48) hours from the time of mailing if mailed as provided in this section.

City's address for notice:

City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, California 91945

County's Address for notice:

Director
County of San Diego
Department of General Services MS O-360
5560 Overland Avenue, Suite 410
San Diego, California 92123

19.9 Partial Invalidity. If any provision of this Lease is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.

19.10 Successor and Assigns. This Lease shall be binding on and inure to the benefit of the parties and their successors and assigns, except as may otherwise be provided herein.

19.11 Time of Essence. Time is of the essence of each and every provision of this Lease.

19.12 Waiver. No provision of this Lease or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

IN WITNESS WHEREOF, County and City have executed this Lease effective as of the date first written above.

COUNTY:

CITY:

COUNTY OF SAN DIEGO, a political
subdivision of the State of California

CITY OF LEMON GROVE, a municipal
corporation

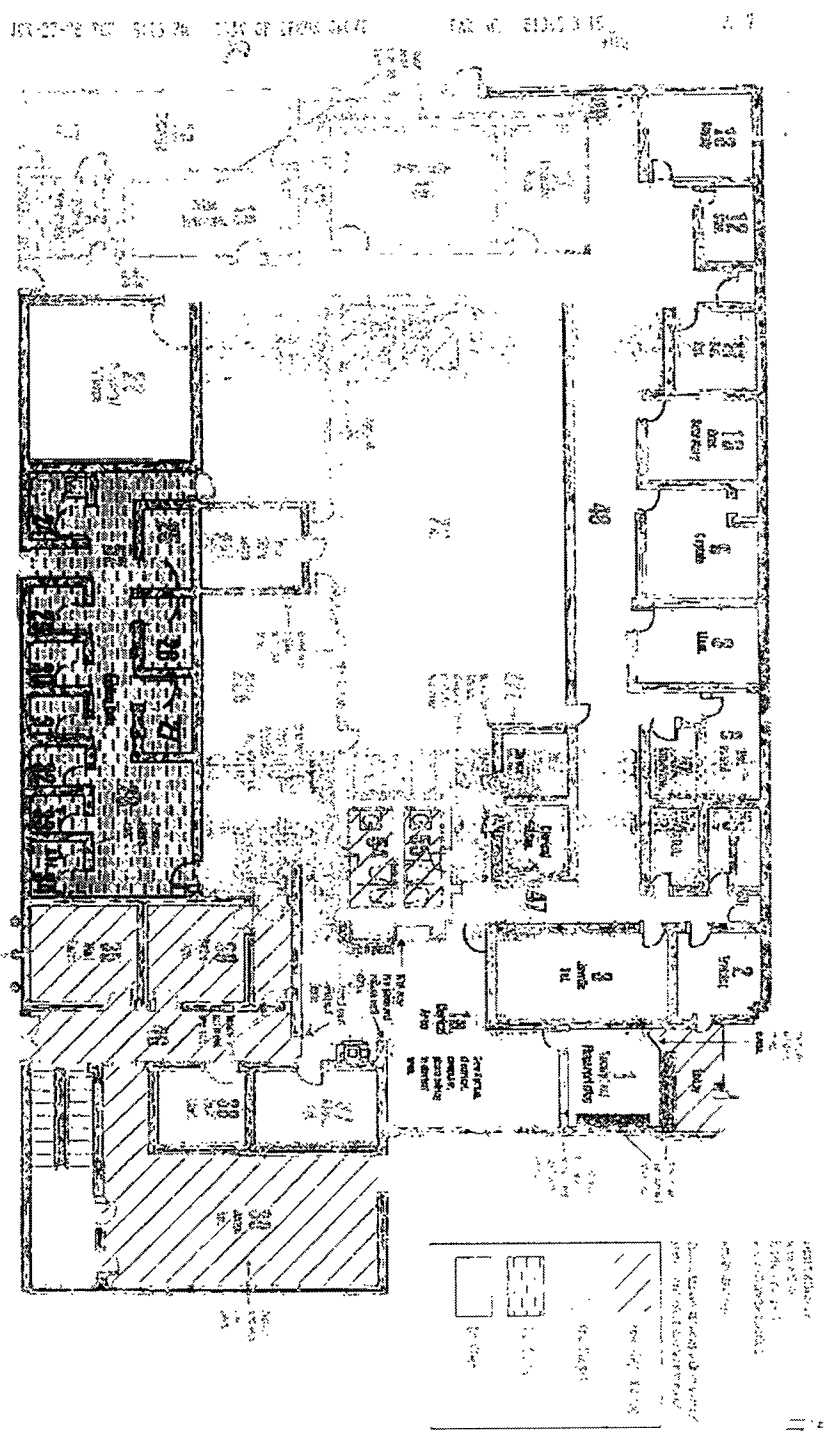
By: _____ By: _____
APRIL F. HEINZE, P.E., Director
Department of General Services

LYDIA ROMERO, City Manager

Attachment B

EXHIBIT "A" DESCRIPTION OF PREMISES

Attachment B

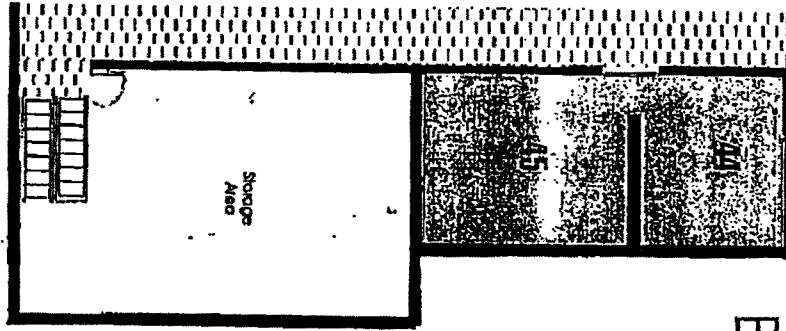


Attachment B

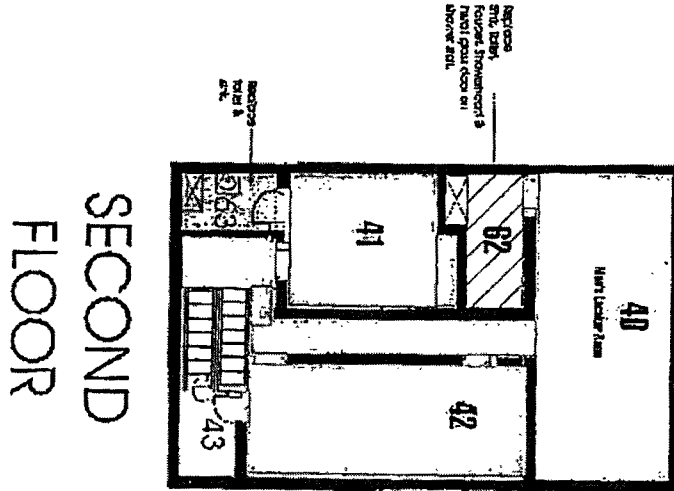
JUN-27-96 THU 3:14 PM CITY OF LEMON GROVE

FAX NO. 6194603716

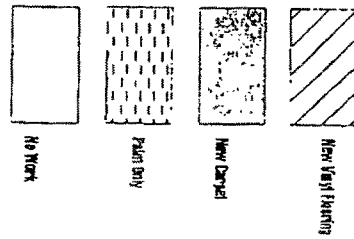
P. 8



BASEMENT



SECOND FLOOR



JUN-27-1996 15 15

619 4603716

P. 8

P. 8

Attachment B



**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. __1.H__
Mtg. Date _July 19, 2016_
Dept. __City Manager__

Item Title: Elections Code §9212 Impact Analysis Report

Staff Contact: Lydia Romero, City Manager and James P. Lough, City Attorney

Recommendation:

Note and file the Elections Code §9212 Impact Analysis report

Item Summary:

At the June 21, 2016 City Council meeting, the City Council directed the staff to prepare an Elections Code §9212 impact analysis report pertaining to the proposed Initiative. Attached is the draft report for consideration.

Staff recommends note and file of the 9212 report, due to the fact that the Initiative failed to qualify.

Fiscal Impact: None

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption | <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. 9212 Report

Attachment A

9212 Report

An Initiative to Rescind the Prohibition of Marijuana Dispensaries and Add the Medical Marijuana Regulatory Ordinance to the Lemon Grove Municipal Code (“LGMC”)

INTRODUCTION AND PURPOSE: Lemon Grove Municipal Code Chapter 17.32 (Zoning)

On July 13, 2016, the County Registrar of Voters notified the City that it had certified a local initiative petition to Rescind the Prohibition of Marijuana Dispensaries and add the Medical Marijuana Regulatory Ordinance (hereinafter referred to as “Initiative” and attached as Exhibit 1) as qualifying for the November 8, 2016 statewide general election ballot. At the June 21, 2016 City Council meeting, the City Attorney and City staff were directed to prepare an “impact report” as allowed by state Elections Code Section 9212 prior to the City Council taking action.

The impact report analyzes potential legal, policy, and implementation impacts of the Initiative on the City and community

The impact report does not address many of the issues raised by opponents and proponents of the legalization of medical marijuana (i.e. whether marijuana has medicinal value, whether dispensaries lead to recreational use of marijuana, and whether marijuana should be legal or illegal). Because of the limited time to prepare the impact report, the findings of this report are preliminary in nature and are not intended to establish a policy position for the City.

Legal Analysis of the Proposed Ordinance

This Initiative adds Chapter 17.32 to the Lemon Grove Municipal Code. It allows Medical Marijuana Dispensaries to operate, with a Conditional Use Permit, in the Heavy Commercial, Limited Commercial, General Commercial and Light Commercial Zones. Dispensaries would be prohibited in all residential and Mixed-Use (Downtown Village Specific Plan and Central Commercial) Zones.

The Initiative allows Dispensaries to grow, process and dispense marijuana to a “qualified patient” or “primary caregiver” on the premises. Under state law, a “qualified patient” must have a prescription from a licensed physician.

Dispensaries shall be located at least 1,000 feet from public parks, playgrounds, licensed daycare facilities, schools, and alcohol and substance abuse treatment centers. The most direct route between the dispensary and the protected uses is used to measure distance limitations.

The Initiative includes background checks for Directors and employees. At least one state licensed, uniformed security guard shall be on duty during operating hours (maximum 8:00 A.M. to 8:00 P.M. daily). City and Sheriff’s Department inspections of a Dispensary’s premises are allowed with reasonable notice. Unannounced inspections are allowed if there is “probable cause” of a violation of law. Dispensary transaction, employee and patient records are maintained for a two-year period. Dispensaries shall maintain 24-hour recorded video

Attachment A

surveillance of the Dispensary premises. A centrally monitored alarm system is required. The interior and exterior shall be adequately lighted.

The Dispensary shall have an Operations Manual detailing the manner of operation and the facilities in use. Operating standards prevent dispensing medical marijuana to a qualified patient more than once a day. Medical marijuana shall not be consumed on premises unless authorized in the Conditional Use Permit. No Physician shall be allowed on premises to issue prescriptions to patients. Dispensaries shall not permit the on-site display of unprocessed marijuana plants or representations of marijuana plants in any area visible to the public. Sale of alcoholic beverages, tobacco and tobacco products, and drug paraphernalia are prohibited.

The Initiative also allows qualified patients to grow marijuana at their private single-family residence in the Residential Low and Residential Medium/Low zones. If the property is leased or rented, a notarized authorization from the landlord is required. All cultivation under the Initiative must be in an enclosed structure. The structure shall have a one-hour firewall.

The growing area shall not exceed fifty square feet. Cultivation lighting shall not exceed 1200 watts. The marijuana plants shall not be visible from outside of the premises. The residence shall maintain a kitchen, bathroom(s) and primary bedrooms. Cultivation of medical marijuana shall not be an authorized Home Occupation.

The Initiative authorizes the issuance of civil monetary fines for violations of the City requirements. A Business permit tax is set at fifteen dollars plus two dollars a person up to fifty persons. Mobile dispensaries, with no fixed business location in Lemon Grove, shall pay fifteen dollars plus two dollars per person, maximum of fifty.

MARIJUANA REGULATORY ORDINANCE

A. Land Use Provisions.

The Initiative adds Chapter 17.32 to the Land Use Title of the LGMC. (See, Exhibit 1, page 1.) This Chapter overturns the current City ban on medical marijuana dispensaries. The Chapter's purpose is to allow "cultivation, processing and dispensing of *medical marijuana*" in certain commercial zones. (Sec. 1, Attachment 1, §17.32.020(A).) Any applicant must obtain a Conditional Use Permit ("CUP") under the general CUP rules in LGMC §17.28.050. A CUP places conditions on a business before it is allowed to operate at a location in a business zone. CUPs are meant to mitigate problems caused by a business because of the type of business and unique to its location. With specified exceptions, the normal CUP conditions apply and the City Council may condition any medical marijuana dispensary under the general CUP rules but with the conditions found only in this proposed ballot measure.

i. Definitions.

Section 17.32.050 sets out definitions that are applicable to the proposed ballot measure. Most are taken directly from the Compassionate Use Act (CUA - Proposition 215, adopted by the state's voters in 1996). How to interpret those definitions will be subject to how they are interpreted under the State Initiative.

Attachment A

Other definitions are unique to the local measure and are used to interpret what conditions apply to the manner of operation of dispensaries that could be approved in Lemon Grove. They include “Director”, “Operations Manual”, “Premises”, and “Regulated Uses”. A “Director” operates a dispensary. “Operations Manual” is a guide for dispensary operations required under proposed Section 17.32.090(C)(6). “Premises” has the same definition as found in the Zoning Code. (LGMC Sec. 17.08.030.)

One legal concern involves the definition of a “Director”. The Director does not have to be a “qualified patient” or a “primary caregiver”. The CUA does not authorize the operation of a Dispensary by a person except these two categories of persons. Subsequent legislation has also limited the operation of a collective to a “qualified patient” or a “primary caregiver”. (Health & Safety Code Sec. 11362.775.) This code section is still in effect. Persons who have sought to sell or distribute medical marijuana who do not fit these two categories have been subject to prosecution. (*People v. Mitchell* (2014) 225 Cal.App.4th 1189; *People v. Hochnadel* (2009) 176 Cal.App.4th 997, 1018; *People v. Urzicenu* (2005) 132 Cal.App.4th 747.) The definition of “Director” cannot contradict the limitations of the Compassionate Use Act to allow a non-qualified patient or a primary caregiver unless they provide primary care to a member of the collective (dispensary).

ii. General Provisions.

Proposed Section 17.32.060 applies general rules to all types of allowed marijuana uses. Sub. (A) requires physician/patient confidentiality in accordance with the Compassionate Use Act of 1996 (“CUA”). Sub. (B) states that medical marijuana cultivation is allowed for qualified patients and primary caregivers. As discussed above, this does not change Lemon Grove law in that the City did not prohibit those allowed under the CUA to grow medical marijuana. However, the scope of the Ordinance appears to allow commercial cultivation for dispensaries. This is allowed under state laws recently adopted but likely conflicts with the CUA limitations on cultivation.

iii. Medical Marijuana Dispensary Regulations.

Sec. 17.32.090 contains requirements for the establishment of marijuana dispensaries.

Dispensaries are allowed, by CUP, in the following zones:

- Heavy Commercial (HC)
- Limited Commercial (LC)
- General Commercial (GC)
- Light Industrial (LI)

Dispensaries are prohibited in the following zones:

- Mixed-Use Zones (Downtown Village Specific Plan/Central Commercial)
- Residential Zones (Residential Low/Medium (RLM), Residential Low (RL), Residential Medium (RM) and Residential Medium/High (RMH)

Dispensaries are prohibited in the central business area located around the intersection of Broadway and Lemon Grove Avenue. The proposed measure prohibits dispensaries from

Attachment A

locating in residential districts. The proposed Initiative prohibits dispensaries in the mixed use districts; the issue is that Lemon Grove allows mixed use projects in nearly all zones. However, such a strict interpretation would mean that no dispensaries would be allowed within the City boundaries. It is likely that the authors intended to draft a measure to prohibit the location of dispensaries in primarily residential zones. However, the meaning of this provision is unclear and could provide implementation problems, assuming passage of the Initiative.

There are small buffers between competing dispensaries and from certain “protected uses”. (Proposed Section 17.32.090(B).) “Protected uses” include:

- Public Parks
- Playgrounds
- Licensed day care facilities (*i.e.* more than six children in a day care)
- Schools
- Alcohol and substance abuse treatment centers

The buffer zone between these uses is 1000 feet. However, it is not measured based on a radius as with other buffer zones in the Lemon Grove Municipal Code. (*i.e.* adult uses 18.28.050(B).) A marijuana dispensary could be located abutting a day care facility or a park if the “most direct route” required one to travel around the block for a distance of more than one thousand feet to get to the location of the dispensary. Residential property is not a “protected use” and requires no buffer from a marijuana dispensary.

Proposed section 17.32.090(C) sets out standards for each dispensary to be included in the Conditional Use Permit. Sub. 1 requires a criminal background check through the State Department of Justice criminal background check program (*Live Scan*). The person in charge of the dispensary (Director) cannot have been convicted of a “serious felony” or “possession for sale” of marijuana within the last ten years. A “serious felony”, under this section, includes the following:

- Murder or voluntary manslaughter; mayhem; rape and other serious sex crimes; attempted murder; serious assaults; any burglary of the first degree; robbery or bank robbery; kidnapping; selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or a methamphetamine-related drug; grand theft involving a firearm; carjacking; and any conspiracy to commit an offense described as a serious felony. (Penal Code Sec. 1192.7.)

All other employees besides the “Director” cannot be employed if they have been convicted of any the above-listed crimes in the last five years. If any “Director” or employee commits one of these crimes while employed by a Dispensary, the Dispensary is required to terminate their employment upon their conviction becoming final. No sanction is required against the Dispensary if any of their officers or employees commits a crime while employed by the Dispensary.

Attachment A

Part of the operating standards requires a state licensed security guard to remain on premises while the Dispensary is open for business. (Proposed Sec. 17.32.090(C)(2).) There is no requirement for a security guard after hours.

The Dispensary Regulations require a "Community Relations Liaison", 18 years old or older, to act as a contact for the Dispensary to "address community complaints or operational problems" with the Lemon Grove City Manager, County Sheriff's Department or "neighbors within one hundred feet of the Dispensary". The Liaison must provide their name, telephone number and e-mail address to those persons or parties listed above. The City Code Enforcement Officer is not included among the required persons to be contacted.

The proposed measure regulates inspections by law enforcement and City code enforcement. (Proposed Sec. 17.32.090(C)(4) & (5).) It prohibits patient records from being made public. Inspections require "reasonable" notice before law or code enforcement may enter the premises. Unannounced inspections require "probable cause" before the City or Sheriff's Department staff may enter. This is the same standard as required to obtain a warrant from a court of law. Without prior notice, no City or law enforcement official may enter the premises of a Medical Marijuana Dispensary for any "inspection" purposes. Client records of persons who purchase medical marijuana must be kept. Purchase records must be kept for two years. Financial and employee records must be kept for two years.

When applying for a CUP to operate, a Dispensary must provide an Operating Manual for the premises. The Manual shall contain procedures, including, but not limited to, the following:

- The staff screening process including background checks.

- Dispensary hours of operation.

- The Dispensary site plan including adjacent land uses.

- Any security measures employed.

- A screening process for "qualified patients".

- Patient records retention procedures.

- Inventory controls for medical marijuana including on-site cultivation and tracking of plants from outside sources.

- Other information as required by the Development Services Director.

(Proposed Sec. 17.32.090(C)(6).)

The conditions found above shall be a part of any CUP. A legal question arises designating the naming of the Development Services Director as the only one who can propose conditions. This contradicts with the general requirement that the approval of a Dispensary is to be made pursuant to the CUP process in the City Municipal Code. It is the opinion of the City Attorney that any reference requiring approval by a designated officer is subject to change by a reviewing body (*i.e.* City Council).

vi. Qualified Patient/Customer Operating Standards.

Proposed Sec. 17.32.090(C)(7) defines actions and the relationship between a "qualified patient" and an approved Dispensary. No marijuana will be supplied to a qualified patient or

Attachment A

primary caregiver more than once a day. Dispensaries must validate that a qualified patient's prescription is still valid. No physician shall be allowed to sit on-site and write prescriptions. Client rules and regulations are to be displayed in plain view of customers. The rules include:

- No using the medical marijuana on premises or "in the vicinity".
- Signage shall list the prohibition against allowing persons into the premises under the age of 18.
- Hours of operation shall be 8:00 A.M. to 8:00 P.M. unless otherwise specified in the CUP.
- Unless allowed in the CUP, no on-site consumption of medical marijuana.
- No on-site display of unprocessed marijuana plants.
- No representation of marijuana plants visible to the public.
- The Dispensary must obtain a sign permit and cannot use any terminology or symbols for marijuana.

The operations shall also be subject to a CUP. The CUP must be consistent with the operation standards set out in the Proposed Measure. One note on one of the Initiative's operational standards, state law recently changed to increase the age of smoking or vaping to 21, while dispensaries are allowing persons into their facilities to purchase at 18 years of age.

v. Training.

Proposed Sec. 17.32.090(C)(7) also requires on-site training of employees in issues that are particular to the Medical Marijuana industry. This section also requires recordkeeping for tax purposes and implementation of procedures found in the Operating Manual. An Annual Report must be filed with the Development Services Director detailing the operations of the dispensary. The Development Services Director may approve amendments to the Operations Manual. Since the Operation Manual is approved as part of the CUP, it is assumed that any amendments are subject to appeal to the appropriate reviewing body. A Dispensary shall not sell alcoholic beverages, tobacco or tobacco-related products, or drug paraphernalia. Each dispensary shall install a centrally monitored alarm system. They shall also adequately light the exterior and interior.

vi. Source of Marijuana.

Proposed Sec. 17.32.090(C)(8) allows, with a CUP, to grow marijuana on-site at the commercial dispensary. The cultivation area cannot exceed twenty-five percent of the total floor area of the dispensary up to a maximum of 1500 square feet. All building codes must be followed and the Operations Manual shall include methods to offset energy usage; describe chemicals stored or used; and include a description of effluent being discharged into the sanitary sewer system or the stormwater system. It is necessary to point out that compliance with all building codes does not include adhering to or complying with fire codes.

Marijuana may only be obtained from legal sources under California laws. The State is currently in a transition period while it establishes regulations on medical marijuana. It is expected that such regulations will be in place by January 1, 2018. Attached to this 9212 Report is a power

Attachment A

point presentation by the California State Bureau of Medical Marijuana Regulation explaining the status of the State efforts to regulate medical marijuana under the CUA.

B. Medical Marijuana Cultivation Regulations.

Proposed Sec. 17.32.100 regulates the cultivation of marijuana in Lemon Grove. Under the Compassionate Use Act, qualified patients and their primary caregivers could grow medicinal marijuana for their own use on their own residential premises. Nothing in existing Lemon Grove regulations prohibits qualified individuals from growing their own medical marijuana within the limits of the CUA. Tenants would need the permission of their landlord.

Proposed Sec. 17.32.100(A)(1) allows the cultivation of medicinal marijuana along the same lines as existing law under the CUA, which preempts local regulation. The proposed measure requires a notarized authorization from a property owner to allow a tenant to grow. The cultivation rules under this section apply to single-family homes, one location per authorized grower, in the Residential Low (RL) and Residential Low/Medium (RL/M) zones.

The measure allows cultivation in enclosed structures capable of being secured and locked. Garage conversions require a replacement structure that meets parking standards. The grow area shall be within a self-contained structure with a one hour firewall that is ventilated to control odors and mold. The interior area shall not exceed fifty square feet, including when it is an accessory structure. (LGMC Sec. 17.24.060; Cal. Building Code Secs. 1203.4 or 402.3.)

Cultivation lighting shall not exceed 1200 watts. No cultivation area shall be visible from outside. The Measure bars the City from requiring a Home Occupation Permit for residential cultivation. No sales or dispensing of marijuana is allowed from a residence. No signage is allowed. It also bans the use of butane or carbon dioxide.

The measure allows deviations from the residential cultivation standards with the review and approval of the Development Services Director. The Zoning Clearance process under LGMC Sec. 17.32.090. C§8 is used. This includes deviations from the growing area limitations or a larger area with more than one qualified patient living at the residence. In no event shall the area where actual cultivation of marijuana exceeds 100 square feet.

C. Transportation and Delivery of Medical Marijuana.

Proposed Sec. 17.32.110 authorizes transportation of medical marijuana by “qualified patients” and “primary caregivers”. Persons not in these two categories cannot transport medical marijuana. The Bureau of Medical Marijuana Regulations is now in process of creating rules for transportation in the State. To the extent that these regulations will be consistent with the voter-approved Compassionate Use Act of 1996.

D. Code Enforcement Regulations.

Proposed Section 17.32.120(A) controls the code enforcement process for Dispensaries. Under Sub. (1), the City is required to give one warning, regardless of the severity of the violation, before beginning the administrative fine process. If the first violation is not corrected in seven

Attachment A

days, a \$500 fine can be issued per violation. Fines may escalate under the procedures found in LGMC 1.12.010 & 1.12.020. The text of the measure cites 1.12.012 that does not exist.

Under Sub. (2), the normal CUP or Zoning Clearance revocation process is referenced. (LGMC Sec. 17.28.020(N).) However, there is no mention in Proposed Section 17.32.120(A) of other cumulative remedies, civil and criminal. It is limited to the Administrative Citation and Revocation process. No language limits the use of other authorized state or local civil or criminal remedies. Therefore, all other civil and criminal remedies remain available to remedy violations of the proposed legislation.

Proposed Section 17.32.120(B) allows a transfer of the Permit to another Dispensary. However, state law, under the CUA, would still require that the transferee be a “qualified patient” or a “primary caregiver” member of the dispensary.

The normal appeal process governs appeals. Regardless of who is designated as the decision maker, all decisions are subject to the normal appeals process. Further, Proposed Section 17.32.120 allows for full cost recovery for permit processing. As discussed below, permit processing costs do not cover the day-to-day law enforcement and other increases in general government costs because of the new use allowed by this proposed measure.

Subsection (E) of 17.32120 raises a question about the ability of the City Council to amend the Measure without a vote of the People. It states that amendments to “this Chapter” may be made using the normal zoning amendment process. This conflicts with Section Five of the Measure which limits Council amendments. Section Five limits Council amendments to specified types of amendments. Because of the conflicts between these two provisions, it is unlikely that the City Council may amend the substance of the provisions contained in the regulatory ordinance (Proposed Lemon Grove Municipal Code Chapter 17.32.)

INTRODUCTION AND PURPOSE: Lemon Grove Municipal Code Section 5.04.220 (Business License Tax)

Each business in the City of Lemon Grove pays a business license tax. The proceeds from these taxes provide general purpose revenue to the City to offset the general costs of providing governmental services such as road maintenance, police, fire, and other general services. These services are different than specified services provided to a particular business for processing of entitlements or permits. The City is allowed to recover the direct costs associated with those permit or entitlement costs attributable to the efforts to process the permit.

In the case of a medical marijuana dispensary, studies in other cities have shown a significant increase in the need for general government services, particularly law enforcement and paramedic services. These general services cannot be charged through permit fees. The full cost recovery provisions of the proposed measure will not help the City recover the majority of costs found to be associated with medical marijuana dispensaries. The business license tax is the main method for recovery of these generalized costs that will be generated by the marijuana dispensaries. As demonstrated herein, the proposed measure falls short of paying for the burdens it will place on the City’s General Fund.

Attachment A

Business Permit Tax (Proposed LGMC Sec. 5.04.220.)

A. Base Business License Fee

The Proposed Ordinance requires that an annual tax be paid of fifteen dollars plus two dollars per member of the Dispensary. This is different than the general fees, established in 1978, which is two dollars per employee up to fifty employees. The same application of 1978 Business License Fees applies to out-of-town businesses that operate in Lemon Grove.

As discussed elsewhere in this Report, the impacts of this type of business would far outweigh the other types of businesses in Lemon Grove in categories such as calls for law enforcement services and would rival nursing homes in calls for ambulance service. In the Municipal Code, a variety of business types have higher rates to compensate for their unique impact on general City services.

The Lemon Grove Business License Tax structure has not been amended since 1978. In 1978, Medical Marijuana Dispensaries did not exist. The policy question for the City Council is whether dispensaries should be taxed at 1978 rates applicable to general businesses or not.

Here, a Medical Marijuana Dispensary has several elements that make it a demonstrated use that requires more general city services, mainly law enforcement. Studies by other California cities that have allowed medical marijuana dispensaries have shown higher law enforcement costs associated with dispensaries and their surrounding environs. The Dispensaries operate on a cash basis, due to federal banking restrictions, and provide a target for burglary and robbery. In Lemon Grove, this increased law enforcement burden has already been demonstrated surrounding illegal dispensaries that have been operating. Security measures in the proposed Measure only require a single security guard during operating hours. However, attempts to burglarize these establishments would likely occur after hours. A single security guard inside an establishment would not prevent robberies of customers carrying cash and/or marijuana outside of the establishment. As stated above, this has already occurred in Lemon Grove.

Except for non-profits and certain other exempt businesses, the City may tax Dispensaries based on a percentage of their receipts. (California Business & Professions Code Sec. 16000-16004; California Gov't Code Sec. 37100.5.) Cities around the State impose a receipts tax in the range of 5 to 10%. Los Angeles is considering raising their 6% tax to 15% to pay for the associated costs of Dispensaries. San Diego is currently considering a tax measure that sets the rate at a maximum of 15% with the City Council determining what rate should be set within that maximum. A copy of the proposed San Diego Ordinance and background information is attached to this Report (Exhibit "B".)

Other Impacts of the Initiative

Effect on General Plan/Specific Plans

Attachment A

Staff analyzed the Initiative regarding its effects on the General Plan, the Downtown Village Specific Plan, and the Housing Element. Staff also considered the Initiative's consistency between planning and zoning. Because of the location of schools and parks, it appears that dispensaries could not locate in the Downtown Village Specific Plan boundaries. In terms of impacts (negative or positive), staff cannot identify quantifiable impacts to the City's General Plan or Housing Element. Consistency issues related to planning and zoning are covered in earlier in this report.

Effect on Land Use

Staff analyzed the Initiative's "effect on the use of land, the impact on the availability and location of housing, and the ability of the City to meet its regional housing needs." Staff cannot identify quantifiable impacts to effects on land use or the City's ability to meet regional housing requirements or needs.

Impact on City Infrastructure

Staff analyzed the Initiative's "impact on funding for infrastructure" and whether the Initiative would likely "result in increased infrastructure costs or savings, including the costs of infrastructure maintenance." The Initiative does not allow the City to analyze environmental impacts (impacts on infrastructure such as roads) and require mitigation measures. However, assuming that three dispensaries are located in the City, distributed along Broadway, staff does not believe that there will be a quantifiable impact on infrastructure maintenance costs.

Impact on Ability to Attract & Retain Businesses/Employment

Staff analyzed the Initiative's "impact on the community's ability to attract and retain business and employment." Staff does not have quantitative data to support whether the Initiative will aid or deter the attraction or retention of businesses. However, from staff's observations of medical marijuana dispensaries, staff does not believe that a dispensary will aid in attracting or retaining businesses to the City.

Impact on Use of Vacant Parcels

Staff analyzed the Initiative's "impact on the uses of vacant parcels of land." Staff does not have quantitative data to support whether the Initiative will have an impact on the development or use of vacant parcels in the City. It is most likely that a dispensary locating to Lemon Grove will utilize existing vacant commercial space and would not develop a vacant parcel.

Impact on Traffic, Business Districts & Revitalization

Staff analyzed the Initiative's "impact on agricultural lands, open space, traffic congestion, existing business districts, and developed areas designated for revitalization." Staff could not quantify traffic congestion impacts or impacts on the City's business districts. Based on potential sales tax data, it is likely that a dispensary would not generate more traffic than a typical gasoline station. However, the Initiative does not allow the City to analyze traffic congestion impacts as part of an environmental review process. Likewise, the Initiative does

Attachment A

not allow the City to require mitigation measures to traffic congestion impacts. Also, staff could not quantify impacts (negative or positive) to the City's existing business districts.

Crime

Proponents of medical marijuana dispensaries support the supposition that there is not a link with crime and the location of marijuana dispensaries. Lemon Grove's recent experience with several illegal marijuana dispensaries contradicted that supposition. One illegal dispensary experienced a break-in with both product and cash stolen. The dispensary owner would not cooperate with law enforcement to pursue the case. In the instance of another illegal dispensary in Lemon Grove, dispensary personnel threatened a mail carrier in their course of delivering mail to the dispensary. In the case of one other illegal dispensary, an armed robbery occurred of a person leaving the dispensary location. The dispensary personnel again would not cooperate with the law enforcement investigation regarding a crime that occurred on their property by one of their customers. The novelty of medical marijuana dispensaries in the region do not provide sufficient evidence to determine the rate of crime increases or decreases as a result of a medical marijuana dispensary.

It would be imperative to add additional Sheriff's personnel to handle the additional calls for service, investigations and permitting reviews. The first year cost to add one additional deputy, including all the one time costs such as a vehicle, radios, etc., is approximately \$330,000. Ongoing costs are about \$160,000 per year which includes all personnel costs, equipment and overhead. It would be imperative to increase the complement of Sheriff's Deputies the City contracts for with by 4 additional personnel – a patrol supervisor and three deputies.

In conclusion, the City of San Diego permits medical marijuana dispensaries to open and operate legally under prescribed rules. The City of San Diego is still experiencing many illegal dispensaries operating without going through the permitting process. Passage of the Initiative does not ensure only legally permitted dispensaries will operate in the City of Lemon Grove.

###



City of San Diego


MARK KERSEY

CITY COUNCILMAN, FIFTH DISTRICT

MEMORANDUM

DATE: June 15th, 2016

TO: Council President Sherri Lightner

FROM: Councilman Mark Kersey 

RE: Request to Docket a Proposed Cannabis Business Tax Ordinance

Over the past several years, California cities have established various land use, public safety, and tax policies to adapt to the changing legal environment regarding medicinal and recreational use of marijuana in this state. The City of San Diego itself has adopted a land use policy that limits the number of dispensaries and prevents them from being located near schools and parks.

Other cities throughout the state have established laws regarding the taxation of cannabis businesses. These cities typically impose a 5 to 10 percent tax on cannabis businesses' gross receipts. For example, voters in San Jose authorized an ordinance imposing a tax rate of up to 10% of gross receipts on cannabis businesses in 2010. In 2014, Santa Cruz voters approved a 7% tax on all gross receipts of cannabis businesses within the city. Los Angeles has had a 6% tax ordinance on the books for 4 years, and is considering a 15% tax on cannabis businesses later this year. Oakland, Long Beach, and Sacramento have also established similar ordinances.

I propose the Rules Committee examine options for the City of San Diego to align our policies with other cities in California. While I do not support the legalization of marijuana, our city should prepare for the inherent strain that increased medicinal and recreational marijuana use will place on city resources. I have attached a sample ordinance which would impose an 8% business tax on all cannabis businesses and allow the council to increase this tax to 15% in future years.

This ordinance should be put to the November 2016 ballot, concurrent with the state legalization initiative, to ensure that San Diego has a framework in place in the likely event that the state legalization measure is approved by voters. This will ensure our San Diego ordinance can be implemented in a timely manner and will provide greater certainty that our ordinance will be exempt from any future legislation preventing or regulating local cannabis taxes.

I respectfully request this item be docketed at an upcoming Rules Committee.

EXAMPLES OF CALIFORNIA CITIES WITH MARIJUANA TAXES

Los Angeles:

- 6% tax of gross receipts from marijuana businesses.
- Approved in 2011 by 60% of the population.
- Revenue: roughly \$7 million in medical marijuana tax revenue in 2015.

San Jose:

- Up to a 10% tax of gross receipts from marijuana businesses.
- Approved in 2010 by 80% of the population.
- Revenue: \$17 million in medical marijuana tax revenue from 2011-2015.

Oakland:

- 5% tax of gross receipts from marijuana businesses.
- Approved in 2010 by 70% of the population.
- Revenue: \$1.4 million in medical marijuana tax revenue in 2011.

Sacramento:

- 4% tax of gross receipts of medical marijuana dispensaries.
- Approved in 2010 by 70% of the population.
- Revenue: \$2.8 million in medical marijuana tax revenue from 2014-2015.

Santa Cruz:

- 7% tax of gross receipts of medical marijuana dispensaries.
- Approved in 2014 by 82% of the population.
- Revenue: \$2 million in medical marijuana tax revenue from 2014-2015.

Berkeley:

- 2.5% tax on medical marijuana and, if Proposition 19 had passed (which it did not), a 10% tax on recreational marijuana.
- Approved in 2010 by 83% of the population.

Albany:

- 2.5% tax on for profit medical marijuana dispensaries.
- Approved in 2010 by 80% of the population.

Richmond:

- 5% tax on gross sales receipts of marijuana dispensaries.
- Approved in 2010 by 78% of the population.

Attachment A

Stockton:

- 2.5% tax on medical marijuana and, if Proposition 19 had passed (which it did not), a 10% tax on recreational marijuana.
- Approved in 2010 by 66% of the population.

La Puente:

- 10% tax of gross receipts of marijuana dispensaries.
- Approved in 2010 by 68% of the population.

Long Beach:

- 15% tax on businesses that sell recreational marijuana if Prop 19 had passed. However, this measure is null since Prop 19 failed.
- Approved in 2010 by 72% of the population.

Rancho Cordova:

- 12-15% tax on businesses that sell recreational marijuana if Prop 19 had passed.
- Approved in 2010 by 68% of the population.

Palm Springs:

- 15% tax on businesses that sell marijuana.
- Approved in 2013 by 66% of the population.

Davis:

- 10% tax of gross receipts of recreational marijuana dispensaries.
- Approved in 2016 by 78% of the population.

City of Cathedral:

- 15% tax on the proceeds of marijuana sales by collectives and dispensaries.
- Approved in 2014 by 71% of the population.

City of Shasta Lake:

- 6% tax on revenue from marijuana collectives.
- Approved in 2014 by 71% of the population.

Vallejo:

- 10% of gross receipts of marijuana dispensaries.
- Approved in 2011 by 75% of the population.

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE OF THE CITY OF SAN DIEGO AMENDING
CHAPTER 3 OF THE SAN DIEGO MUNICIPAL CODE BY
ADDING ARTICLE 9 TO BE NUMBERED AND ENTITLED
PERTAINING TO THE CANNABIS BUSINESS TAX

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF SAN DIEGO:

Chapter 3 of the San Diego Municipal Code is hereby amended to add a new Article 9 to be numbered, entitled and to read as follows:

Article 9: Cannabis Business Tax

Division 1: Cannabis Business Tax

- 39.0101 Title and Purpose.
- 39.0102 Tax imposed.
- 39.0103 Definitions.
- 39.0104 Other licenses, permits, taxes, fees or charges.
- 39.0105 Payment of tax does not authorize unlawful business.
- 39.0106 Payment - Location.
- 39.0107 Amount of business tax owed.
- 39.0108 Payment - Time limits.
- 39.0109 Payments and communications made by mail - Proof of timely submittal.
- 39.01010 Payment - When taxes deemed delinquent.
- 39.01011 Notice not required by City.
- 39.01012 Payment - Penalty for delinquency.
- 39.01013 Waiver of penalties.
- 39.01014 Refunds - Credits.
- 39.01015 Refunds and procedures.
- 39.01016 Exemptions - Application - Issuance conditions.
- 39.01017 Exemptions - General.
- 39.01018 Enforcement - Duties of tax administrator and sheriff.
- 39.01019 Rules and regulations.
- 39.01020 Apportionment.
- 39.01021 Audit and examination of records and equipment.
- 39.01022 Tax deemed debt to City.
- 39.01023 Lien — recordation.
- 39.01024 Warrant for collection of tax.
- 39.01025 Seizure and sale.
- 39.01026 Successor's and assignee's responsibility.
- 39.01027 Deficiency determinations.
- 39.01028 Tax assessment - Authorized when - Nonpayment - Fraud.
- 39.01029 Tax assessment - Notice requirements.

- 39.01030 Tax assessment - Hearing - Application and determination.
- 39.01031 Conviction for article violation - Taxes not waived.
- 39.01032 Violation deemed misdemeanor - Penalty.
- 39.01033 Severability.
- 39.01034 Effect of state and federal reference/authorization.
- 39.01035 Remedies cumulative.
- 39.01036 Amendment or repeal.

39.0101 Title and Purpose.

(a) Title. This article shall be known as the Cannabis Business Tax Ordinance of The City of San Diego.

(b) Purpose and Intent. It is the purpose and intent of the People of the City of San Diego that there be a tax imposed on the sale of Cannabis in the City and that such tax is enacted solely to raise revenue for the general governmental purposes of the City and not for purposes of regulation or of raising revenues for regulatory purposes. All of the proceeds from the tax imposed by this article shall be placed in the City's general fund and used for the usual current expenses of the City.

39.0102 Tax imposed.

There is established and imposed, a Cannabis business tax at the rate set forth in this article.

39.0103 Definitions.

Except where the context otherwise requires, the definitions given in this section shall govern the application and interpretation of this article.

(a) "Business" shall include all activities engaged in or caused to be engaged in within the City, including any commercial or industrial enterprise, trade, profession, occupation, vocation, calling, or livelihood, whether or not carried on for gain or profit, but shall not include the services rendered by an employee to his or her employer.

(b) "Employee" means each and every person engaged in the operation or conduct of any business, whether as owner, member of the owner's family, partner, associate, agent, manager or solicitor, and each and every other person employed or working in such business for a wage, salary, commission or room and board.

(c) "Engaged in business" means the commencing, conducting, operating, managing or carrying on of a Cannabis business and the exercise of corporate or franchise powers, whether done as owner, or by means of an officer, agent, manager, employee, or otherwise, whether operating from a fixed location in the City or coming into the City from an outside location to engage in such activities. A person shall be deemed engaged in business within the City if:

(1) Such person or person's employee maintains a fixed place of business within the City for the benefit or partial benefit of such person;

- (2) Such person or person's employee owns or leases real property within the City for business purposes;
- (3) Such person or person's employee regularly maintains a stock of tangible personal property in the City for sale in the ordinary course of business;
- (4) Such person or person's employee regularly conducts solicitation of business within the City;
- (5) Such person or person's employee performs work or renders services in the City on a regular and continuous basis involving more than five working days per year;
- (6) Such person or person's employee utilizes the streets within the City in connection with the operation of motor vehicles for business purposes.

The foregoing specified activities shall not be a limitation on the meaning of "engaged in business."

(d) "Evidence of doing business" means whenever any person shall, by use of signs, circulars, cards or any other advertising media, including the use of internet or telephone solicitation, represent that such person is engaged in Cannabis business in the City then these facts may be used as evidence that such person is engaged in business in the City.

(e) "Gross receipts," except as otherwise specifically provided, means the total amount actually received or receivable from all sales; the total amount or compensation actually received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit allowed, whether or not such act or service is done as a part of or in connection with the sale of materials, goods, wares or merchandise; discounts, rents, royalties, fees, commissions, dividends, and gains realized from trading in stocks or bonds, however designated. Included in "gross receipts" shall be all receipts, cash, credits and property of any kind or nature, without any deduction there from on account of the cost of the property sold, the cost of materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded there from:

- (1) Cash discounts allowed and taken on sales;
- (2) Credit allowed on property accepted as part of the purchase price and which property may later be sold, at which time the sales price shall be included as gross receipts;
- (3) Any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser;
- (4) Such part of the sale price of any property returned by purchasers to the seller as refunded by the seller by way of cash or credit allowances or return of refundable deposits previously included in gross receipts;
- (5) Receipts from investments where the holder of the investment receives only interest and/or dividends, royalties, annuities and gains from the sale or exchange of stock

Attachment B

or securities solely for a person's own account, not derived in the ordinary course of a business;

(6) Receipts derived from the occasional sale of used, obsolete or surplus trade fixtures, machinery or other equipment used by the taxpayer in the regular course of the taxpayer's business;

(7) Cash value of sales, trades or transactions between departments or units of the same business;

(8) Transactions between a partnership and its partners;

(9) Receipts from services or sales in transactions between affiliated corporations. An affiliated corporation is a corporation:

(A) The voting and non-voting stock of which is owned at least eighty percent by such other corporation with which such transaction is had; or

(B) Which owns at least eighty percent of the voting and non-voting stock of such other corporation; or

(C) At least eighty percent of the voting and non-voting stock of which is owned by a common parent corporation which also has such ownership of the corporation with which such transaction is had;

(10) Transactions between a limited liability company and its member(s), provided the limited liability company has elected to file as a Subchapter K entity under the Internal Revenue Code and that such transaction(s) shall be treated the same as between a partnership and its partner(s) as specified in Subsection (9) above;

(11) Receipts of refundable deposits, except that such deposits when forfeited and taken into income of the business shall not be excluded when in excess of one dollar;

(12) Amounts collected for others where the business is acting as an agent or trustee and to the extent that such amounts are paid to those for whom collected. These agents or trustees must provide the finance department with the names and the addresses of the others and the amounts paid to them. This exclusion shall not apply to any fees, percentages, or other payments retained by the agent or trustees.

"Gross receipts" subject to the business tax shall be that portion of gross receipts relating to business conducted within the City.

(f) "Cannabis" means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, oil, salt, derivative, mixture, or preparation of the plant, its seeds or resin.

(h) "Cannabis business" or "medical marijuana business" means any business activity

which entails the distribution, delivery, dispensing, exchanging, bartering or sale of either medical or non-medical Cannabis, including but not limited to, transporting, manufacturing, compounding, converting, processing, preparing, storing, packaging, wholesale, and/or retail sales of Cannabis and any ancillary products in the City, whether or not carried on for gain or profit.

(i) "Cannabis business tax", "Business tax" or "Cannabis tax" means the tax due for engaging in Cannabis business in the City.

(j) "Person" means, without limitation, any natural individual, organization, firm, trust, common law trust, estate, partnership of any kind, association, syndicate, club, joint stock company, joint venture, limited liability company, corporation (including foreign, domestic, and nonprofit), cooperative, receiver, trustee, guardian, or other representative appointed by order of any court.

(k) "Operator" shall mean any person conducting, operating, or maintaining in whole or in part as principal, agent, officer, employee or independent contractor any Cannabis business or medical marijuana business as defined in this article, taxable under this article.

(l) "Sale" means and includes any sale, exchange, or barter.

(m) "Tax Administrator" or "administrator" means the City Treasurer or such other administrator designated by the Mayor to administer this article.

39.0104 Other licenses, permits, taxes, fees or charges.

Nothing contained in this Article 9 shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any license or permit required by, under or by virtue of any provision of any other chapter or article of this code or any other ordinance or resolution of the City, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other chapter or article of this code or any other ordinance or resolution of the City.

39.0105 Payment of tax does not authorize unlawful business.

(a) The payment of a business tax required by this article, and its acceptance by the City, shall not entitle any person to carry on any Cannabis business unless the person has complied with all of the requirements of this code and all other applicable laws, nor to carry on any Cannabis business in any building or on any premises in the event that such building or premises are situated in a zone or locality in which the conduct of such Cannabis business is in violation of any law.

(b) No tax paid under the provisions of this article shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any business in violation of any ordinance of the City.

39.0106 Payment - Location.

Attachment B

The tax imposed under this article shall be paid to the administrator in lawful money of the United States, at the Offices of the City Treasurer in San Diego, California. Lawful money shall mean any coin, currency or negotiable instrument, exchangeable for said coin or currency, which the United States Congress has declared to be a national legal tender.

39.0107 Amount of business tax owed.

(a) Every person engaged in Cannabis business in the City shall pay a business tax at a rate of up to fifteen percent of gross receipts. The tax under this article shall not be imposed on Cannabis businesses unless and until the City Council, by ordinance, takes action to set a tax rate not to exceed fifteen percent of gross receipts.

(b) Notwithstanding the maximum tax rate of fifteen percent of gross receipts imposed under Subsection (a), the City Council may, in its discretion, at any time by ordinance, implement a lower tax rate for all Cannabis businesses or establish differing tax rates for different categories of Cannabis businesses, as defined in such ordinance, subject to the maximum rate of fifteen percent of gross receipts. The City Council may, by ordinance, also increase any such tax rate from time to time, not to exceed the maximum tax rate of fifteen percent of gross receipts established under Subsection (a).

(c) Pursuant to Subsection (a), the Cannabis business tax is set at eight percent of gross receipts. Commencing on the operative date of this article, every person engaged in Cannabis business in the City shall pay a Cannabis business tax at the rate of eight percent of gross receipts.

39.0108 Payment - Time limits.

The business tax imposed by this article shall be due and payable as follows:

(a) Each person owing a tax under this article shall, on or before the last day of each calendar month, prepare a tax statement to the administrator of the total gross receipts and the amount of tax owed for the preceding calendar month. At the time the tax statement is filed, the full amount of the tax owed for the preceding calendar month shall be remitted to the administrator.

(b) All tax statement shall be completed on forms provided by the administrator.

(c) Tax statements and payments for all outstanding taxes owed the City are immediately due to the administrator upon cessation of business for any reason.

39.0109 Payments and communications made by mail - Proof of timely submittal.

Whenever any payment, statement, report, request or other communication received by the administrator is received after the time prescribed by this article for the receipt thereof, but is in an envelope bearing a postmark showing that it was mailed on or prior to the date prescribed in this article for the receipt thereof, or whenever the administrator is furnished substantial proof that the payment, statement, report, request or other communication was in fact deposited in the United States mail on or prior to the date prescribed for receipt thereof, the

administrator may regard such payment, statement, report, request or other communication as having been timely received. If the due day falls on Saturday, Sunday or a holiday, the due day shall be the next regular business day on which the Office of the City Treasurer at 1200 Third Avenue, San Diego is open to the public.

39.01010 Payment - When taxes deemed delinquent.

Unless otherwise specifically provided under other provisions of this article, the taxes required to be paid pursuant to this article shall be deemed delinquent if not paid on or before the due date specified in Section 39.0108.

39.01011 Notice not required by City.

The administrator is not required to send a delinquency or other notice or bill to any person subject to the provisions of this article and failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this article.

39.01012 Payment - Penalty for delinquency.

(a) Any person who fails or refuses to pay any business tax required to be paid pursuant to this article on or before the due date shall pay penalties and interest as follows:

(1) A penalty equal to twenty-five percent of the amount of the tax in addition to the amount of the tax, plus interest on the unpaid tax calculated from the due date of the tax; and

(2) An additional penalty equal to twenty-five percent of the amount of the tax if the tax remains unpaid for a period exceeding one calendar month beyond the due date, plus interest on the unpaid tax and on the unpaid penalties.

(3) In addition to the penalties imposed, any person who fails to remit any tax imposed by this article shall pay interest at the rate of one and one-half percent per month or fraction thereof on the amount of tax, exclusive of penalties, from the last day of the month following the monthly period for which the amount or any portion thereof should have been paid until the date of payment.

(4) Only payments for the full amount due shall be accepted unless an alternate payment agreement is reached with the Administrator.

(b) Whenever a check is submitted in payment of a business tax and the check is subsequently returned unpaid by the bank upon which the check is drawn, and the check is not redeemed prior to the due date, the taxpayer will be liable for the tax amount due plus the return check fee; penalties and interest as provided for in this section; and any amount allowed under state law.

(c) The business tax due shall be that amount due and payable from the first date on which the person was engaged in Cannabis business in the City, together with applicable penalties and interest calculated in accordance with subsection(a) above.

39.01013 Waiver of penalties.

The administrator may waive the first and second penalties imposed upon any person if:

(a) The person provides evidence satisfactory to the administrator that failure to pay timely was due to circumstances beyond the control of the person and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the person paid the delinquent business tax and accrued interest owed the City prior to applying to the administrator for a waiver.

(b) The waiver provisions specified in this subsection shall not apply to interest accrued on the delinquent tax and a waiver shall be granted only once during any twenty-four month period.

(c) A request for relief from the first and second penalties must be filed within thirty days of the date the remittance was due to the City, but no later than ten days of the City's notice to the operator of the amount past due.

39.01014 Refunds - Credits.

(a) No refund shall be made of any tax collected pursuant to this article, except as provided in Section 39.0115.

(b) No refund of any tax collected pursuant to this article shall be made because of the discontinuation, dissolution or other termination of a business.

(c) Any person entitled to a refund of taxes paid pursuant to this article may elect in writing to have such refund applied as a credit against such person's business taxes for the next calendar month.

39.01015 Refunds and procedures.

(a) Whenever the amount of any business tax, penalty or interest has been overpaid, paid more than once, or has been erroneously or illegally collected or received by the City under this article, it may be refunded to the claimant who paid the tax provided that a written claim for refund is filed with the administrator within one year of the date the tax was originally due and payable.

(b) The administrator or the administrator's authorized agent shall have the right to examine and audit all the books and business records of the claimant in order to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the administrator to do so.

(c) In the event that the business tax was erroneously paid and the error is attributable to the City, the entire amount of the tax erroneously paid shall be refunded to the claimant. If the error is attributable to the claimant, the City shall retain an amount from the refund reasonably calculated to cover expenses in verifying the error.

39.01016 Exemptions - Application - Issuance conditions.

Any person desiring to claim exemption from the payment of the tax set forth in this article shall make application upon forms prescribed by the administrator and shall furnish such information and make such affidavits as may be required by the administrator.

39.01017 Exemptions - General.

Except as may be otherwise specifically provided in this article, the terms hereof shall not be deemed or construed to apply to any person when imposition of the tax upon that person would violate the Constitution of the United States or that of the State of California or preemptive federal or state law.

39.01018 Enforcement - Duties of tax administrator and Police Chief.

It shall be the duty of the administrator to enforce each and all of the provisions of this article, and the Police Chief shall render such assistance in the enforcement of this article as may from time to time be required by the administrator.

39.01019 Rules and regulations.

For purposes of apportionment as may be required by law and for purposes of administration and enforcement of this article generally, the administrator, with the concurrence of the City Attorney, may from time to time promulgate administrative rules and regulations.

39.01020 Apportionment.

(a) None of the tax provided for by this article shall be applied so as to occasion an undue burden upon interstate commerce or be violative of the equal protection and due process clauses of the Constitutions of the United States or the State of California.

(b) If any case where a business tax is believed by a taxpayer to place an undue burden upon interstate commerce or be violative of such constitutional clauses, the taxpayer may apply to the administrator for an adjustment of the tax. It shall be the taxpayer's obligation to request in writing for an adjustment within one year after the date of payment of the tax. If the taxpayer does not request in writing within one year from the date of payment, then taxpayer shall be conclusively deemed to have waived any adjustment for that year and all prior years.

(c) The taxpayer shall, by sworn statement and supporting testimony, show the method of business and the gross volume of business and such other information as the administrator may deem necessary in order to determine the extent, if any, of such undue burden or violation. The administrator shall then conduct an investigation, and shall fix as the tax for the taxpayer an amount that is reasonable and nondiscriminatory, or if the tax has already been paid, shall order a refund of the amount over and above the tax so fixed. In fixing the tax to be charged, the administrator shall have the power to base the tax upon a percentage of gross receipts or any other measure which will assure that the tax assessed shall be uniform with that

Attachment B

assessed on businesses of like nature, so long as the amount assessed does not exceed the tax as prescribed by this article.

(d) Should the administrator determine that the gross receipt measure of tax to be the proper basis, the administrator may require the taxpayer to submit a sworn statement of the gross receipts and pay the amount of tax as determined by the administrator.

39.01021 Audit and examination of records and equipment.

(a) The administrator shall have the power to audit and examine all books and records of persons engaged in Cannabis business including both state and federal income tax returns, California sales tax returns, or other evidence documenting the gross receipts of persons engaged in Cannabis business, and, where necessary, all equipment, of any person engaged in Cannabis business in the City, for the purpose of ascertaining the amount of business tax, if any, required to be paid by the provisions hereof, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to the provisions of this article. If such person, after written demand by the administrator, refuses to make available for audit, examination or verification such books, records or equipment as the administrator requests, the administrator may, after full consideration of all information within his or her knowledge concerning the Cannabis business and activities of the person so refusing, make an assessment in the manner provided in Sections 39.01025 through 39.01027 of any taxes estimated to be due.

(b) It shall be the duty of every person liable for the collection and payment to the City of any tax imposed by this article to keep and preserve, for a period of at least four years, all records as may be necessary to determine the amount of such tax as he or she may have been liable for the collection of and payment to the City, which records the administrator shall have the right to inspect at all reasonable times.

39.01022 Tax deemed debt to City.

The amount of any tax, penalties and interest imposed by the provisions of this article shall be deemed a debt to the City and any person carrying on any Cannabis business without first having paid such tax shall be liable in an action in the name of the City in any court of competent jurisdiction for the amount of the tax, and penalties and interest imposed on such business and for attorneys' fees in the enforcement of this article.

39.01023 Lien — recordation.

If any amount required to be paid to the City under the ordinance codified in this article is not paid when due, the administrator, upon expiration of the second delinquency period referenced in Section 39.01012(a)(2), may within four years after the amount is due, record in the Office(s) of the County Recorder(s) of any county in the State of California a certificate specifying the amount of tax, penalties and interest due, the name and address of the operator liable for the same and the fact that the administrator has complied with all provisions of this article in the determination of the amount required to be paid. From the time of the recording, the amount required to be paid together with penalties and interest shall constitute a lien upon any and all real property in any county owned by the operator or thereafter acquired by the

operator. The lien shall have the force, effect and priority of a judgment lien and shall continue for ten years from the time of filing of the certificate unless sooner released or otherwise discharged.

39.01024 Warrant for collection of tax.

At any time within four years after any operator is delinquent in the payment of any amount herein required to be paid off after the last recording of a certificate of lien under Section 39.01023 of this article, the administrator may issue a warrant for the enforcement of any liens and for the collection of any amount required to be paid to the City under this article. The warrant shall be directed to any sheriff, marshal or constable and shall have the same effect as a writ of execution. The warrant shall be levied and sale made pursuant to it in the same manner and with the same effect as a levy of and a sale pursuant to a writ of execution. The administrator may pay or advance to the sheriff, marshal or constable, the same fees, commissions and expenses for his or her services as are provided by law for similar services pursuant to a writ of execution.

39.01025 Seizure and sale.

At any time within four years after any operator is delinquent in the payment of any amount, the administrator may forthwith collect the amount in the following manner: The administrator shall seize any property, real or personal, of the operator and sell the property, or a sufficient part of it, at public auction to pay the amount due together with any penalties and interest imposed for the delinquency and any costs incurred on account of the seizure and sale. Any seizure made to collect taxes due shall be only of property of the operator not exempt from execution under the provisions of the California Code of Civil Procedure.

39.01026 Successor's and assignee's responsibility.

If any operator, while liable for any amount under this article, sells, assigns or otherwise transfers the business, whether voluntarily or involuntarily; the operator's subsequent successor, assign or other transferee, or other person or entity obtaining ownership or control of the business, shall satisfy any tax liability owed to the City associated with the business. Failure to do so for the benefit of the City will result in being personally liable to the City for the full amount of the tax liability, which includes interest and penalties.

The successor operator, assign, purchaser, transferee, or other person or entity seeking to obtain ownership or control of the business shall notify the administrator of the date of transfer at least thirty days prior to the transfer date; or if the agreement to sell, transfer, or otherwise dispose of the business was made less than thirty days prior to the date of transfer, notice shall be provided immediately.

The successor operator, assign, purchaser, transferee, or other person or entity who obtains ownership or control of the business shall be deemed to have complied with the requirement of this section to satisfy the unpaid tax liability, if that person or entity complies with the requirements of California Revenue and Taxation Code Section 7283.5 by withholding from the purchase price an amount sufficient to cover the tax liability, or by otherwise paying the tax liability until the administrator provides a "Tax Clearance

Attachment B

Certificate" showing that it has been paid and stating that no amount is due through the date of transfer.

The administrator, within 90 days of receiving a written request from a successor operator, assign, purchaser, transferee, or other person or entity who obtains or attempts to obtain ownership or control of the hotel, may issue a "Tax Clearance Certificate" stating either the amount of tax liability due and owing for the property, or stating that there is no tax liability due and owing for the property. The administrator may also request financial records from the current or former owner or operator to conduct an audit of the tax that may be due and owing. After completing the audit within 90 days after the date that the records were made available, the administrator may issue a tax clearance certificate within 30 days of completing the audit, stating the amount of the tax liability owed, if any. If the City determines that the records provided for an audit are insufficient, the administrator may rely on the facts and information available to estimate any tax liability associated with the property. The administrator may issue a tax clearance certificate stating the amount of the tax liability, if any, based on such facts and information available. A written application for a hearing on the amount assessed on the tax clearance certificate must be made within ten days after the serving or mailing of the certificate. The hearing provision of Section 39.01027 shall apply. If an application for a hearing is not made within the time prescribed, the tax clearance certificate shall serve as conclusive evidence of the tax liability associated with the property as of the date specified on the certificate.

39.01027 Deficiency determinations.

If the administrator is not satisfied that any statement filed as required under the provisions of this article is correct, or that the amount of tax is correctly computed, he or she may compute and determine the amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession within three years of the date the tax was originally due and payable. One or more deficiency determinations of the amount of tax due for a period or periods may be made. When a person discontinues engaging in a business, a deficiency determination may be made at any time within three years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the tax would otherwise be due. Whenever a deficiency determination is made, a notice shall be given to the person concerned in the same manner as notices of assessment are given under Sections 39.01025 through 39.01027.

39.01028 Tax assessment - Authorized when - Nonpayment - Fraud.

(a) Under any of the following circumstances, the administrator may make and give notice of an assessment of the amount of tax owed by a person under this article at any time:

- (1) If the person has not filed any statement required under the provisions of this article;
- (2) If the person has not paid any tax due under the provisions of this article;
- (3) If the person has not, after demand by the administrator, filed a corrected statement, or furnished to the administrator adequate substantiation of the information

contained in a statement already filed, or paid any additional amount of tax due under the provisions of this article;

(4) If the administrator determines that the nonpayment of any business tax due under this article is due to fraud, a penalty of forty percent of the amount of the tax shall be added thereto in addition to penalties and interest otherwise stated in this article.

(b) The notice of assessment shall separately set forth the amount of any tax known

by the administrator to be due or estimated by the administrator, after consideration of all information within the administrator's knowledge concerning the business and activities of the person assessed, to be due under each applicable section of this article, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

39.01029 Tax assessment - Notice requirements.

The notice of assessment shall be served upon the person either by handing it to him or her personally, or by a deposit of the notice in the United States mail, postage prepaid thereon, addressed to the person at the address of the location of the business or to such other address as he or she shall register with the administrator for the purpose of receiving notices provided under this article; or, should the person have no address registered with the administrator for such purpose, then to such person's last known address. For the purposes of this section, a service by mail is complete at the time of deposit in the United States mail.

39.01030 Tax assessment - Hearing - Application and determination.

Within ten days after the date of service the person may apply in writing to the administrator for a hearing on the assessment. If application for a hearing before the City is not made within the time herein prescribed, the tax assessed by the administrator shall become final and conclusive. Within thirty days of the receipt of any such application for hearing, the administrator shall cause the matter to be set for hearing before him or her not later than thirty-five days after the receipt of the application, unless a later date is agreed to by the administrator and the person requesting the hearing. Notice of such hearing shall be given by the administrator to the person requesting such hearing not later than five days prior to such hearing. At such hearing said applicant may appear and offer evidence why the assessment as made by the administrator should not be confirmed and fixed as the tax due. After such hearing the administrator shall determine and reassess the proper tax to be charged and shall give written notice to the person in the manner prescribed in Section 39.01026 for giving notice of assessment. The amount determined to be due shall be payable after fifteen days.

39.01031 Conviction for article violation - Taxes not waived.

The conviction and punishment of any person for failure to pay the required tax shall not excuse or exempt such person from any civil action for the tax debt unpaid at the time of such conviction. No civil action shall prevent a criminal prosecution for any violation of the provisions of this article or of any state law requiring the payment of all taxes.

39.01032 Violation deemed misdemeanor - Penalty.

Any person violating any of the provisions of this article or any regulation or rule passed in accordance herewith, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than five hundred dollars or by imprisonment for a period of not more than six months, or by both such fine and imprisonment.

39.01033 Severability.

Should any provision of this article, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this article or the application of this article to any other person or circumstance and, to that end, the provisions hereof are severable.

39.01034 Effect of state and federal reference/ authorization.

(a) Unless specifically provided otherwise, any reference to a state or federal statute in this article shall mean such statute as it may be amended from time to time, provided that such reference to a statute herein shall not include any amendment thereto, or to any change of interpretation thereto by a state or federal agency or court of law with the duty to interpret such law, to the extent that such amendment or change of interpretation would, under California law, require voter approval of such amendment or interpretation, or to the extent that such change would result in a tax decrease. To the extent voter approval would otherwise be required or a tax decrease would result, the prior version of the statute, or interpretation thereof, shall remain applicable; for any application or situation that would not require voter approval or result in a decrease of a tax, provisions of the amended statute, or new interpretation thereof, shall be applicable to the maximum possible extent.

(b) To the extent that the City's authorization to collect or impose any tax imposed under this article is expanded as a result of changes in state or federal law, no amendment or modification of this article shall be required to conform the tax to those changes, and the tax shall be imposed and collected to the full extent of the authorization up to the full amount of the tax imposed under this article.

39.01035 Remedies cumulative.

All remedies and penalties prescribed by this article or which are available under any other provision of law or equity, including but not limited to the California False Claims Act (Government Code Section 12650 et seq.) and the California Unfair Practices Act (Business and Professions Code Section 17070 et seq.), are cumulative. The use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing the provisions of this article.

39.01036 Amendment or repeal.

Chapter 3, Article 9 of the San Diego Municipal Code may be repealed or amended by the City Council without a vote of the people. However, as required by Chapter XIIC of the California

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 3
Mtg. Date July 19, 2016
Dept. Development Services Department

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

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

Recommendation:

1) Conduct second reading, by title only, and adopt Ordinance No. 439 (**Attachment B**) and adopt Resolution 2016- (**Attachment C**).

Item Summary:

On June 21, 2016, the City Council introduced Ordinance No. 439 (**Attachment B**) to approve amendments to the City's beekeeping regulations. Proposed amendments of Ordinance No. 439 include provisions relating to: permitting, bee species, registration, locational requirements, sensitive area registration and requirements, hive size restriction, firefighting material, elimination of the adjacent property owner notification, and public nuisance requirements. If adopted, the Ordinance would become effective on August 20, 2016. Additional City Council recommendations include providing a list of sensitive area sites (public parks and schools), incorporating a six-month amnesty period for beekeepers with existing hives to obtain a no fee beekeeping permit, implementing a public outreach plan to inform and educate the community of the changes, and establishing a beekeeping permit fee of \$35. These four amendments are included in Resolution No. 2016- (**Attachment C**). The project is a city initiated project.

Fiscal Impact:

None.

Environmental Review:

- | | |
|---|---|
| <input type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input checked="" type="checkbox"/> Exempt, Section 15307 and 15308 | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

- | | | |
|---|---|---|
| <input type="checkbox"/> None | <input type="checkbox"/> Newsletter article | <input type="checkbox"/> Tribal Government Consultation Request |
| <input checked="" type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Notice to property owners within 500 ft. | |

Attachments:

- A. Staff Report
- B. Ordinance No. 439 – (ZA1-600-0001)
- C. Resolution No. 2016- – (ZA1-600-0001)

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 3

Mtg. Date July 19, 2016

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

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

Background and Discussion:

On June 21, 2016, the City Council introduced Ordinance No. 439 to approve amendments to the City's beekeeping regulations (Chapter 18.16 of the Lemon Grove Municipal Code). In addition, the City Council directed staff to provide: 1) a list of sensitive sites; 2) a proposed amnesty period to allow existing beekeepers to obtain a no fee beekeeping permit; 3) a proposed public outreach plan to inform the public and beekeepers of the revised regulations; and 4) a beekeeping permit fee of \$35.

Sensitive Areas in Lemon Grove

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

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

In keeping with the spirit of the Ordinance, staff recommends that the City Council adopt a list of public sensitive sites by Resolution. The recommended list of sensitive areas includes public parks and schools. Their locations are shown below and are included with the Resolution:

- Berry Street Park, 7071 Mt. Vernon Street,
- Civic Center Park, 3200 Main Street,
- Dan Kunkle Park, 8105 Lemon Grove Way,
- Firefighter's Skate Park, 3062 School Lane,
- Lemon Grove Park, 2271 Washington Street,
- Lemon Grove Academy, 7885 Golden Avenue,
- Monterey Heights Elementary, 7550 Canton Drive,
- Mount Vernon Elementary, 8350 Mount Vernon Street,
- San Altos Elementary, 1750 Madera Street,
- Liberty Charter High School, 8425 Palm Street,
- San Miguel Elementary, 7059 San Miguel,
- Lemon Grove Senior Center, 8235 Mt. Vernon Street,

Attachment A

Proposed Amnesty Period

As a part of the proposed resolution, staff recommends implementing a six-month amnesty period for all current beekeepers with existing hives. During the proposed six-month amnesty period, the beekeeper would be able to apply for the permit at no cost. Thereafter, staff recommends that existing hives, including those located near a sensitive area, can be deemed a legal non-conforming use with opportunities to apply for a beekeeping permit. Through working with the San Diego Beekeeping Society, staff will make every possible attempt to notify existing beekeepers of the new regulations and the amnesty period. These efforts are further described below in the public outreach plan.

Proposed Public Outreach Plan

As a part of the proposed resolution, staff will implement the public outreach plan to educate the community about the revised beekeeping regulations. The public outreach plan is proposed because of the deletion of the adjacent property owner notification requirement. For public outreach, staff recommends continually providing 'Beekeeping Permit Resources' on the City's Code Enforcement webpage, annually advertising the beekeeping regulations and providing opportunities to register as a sensitive site in the City's Newsletter (*The Grove Gazette*), and sharing updates annually about the regulations on the City's social media sites (e.g. Twitter, Facebook, and Instagram). Staff will also utilize the San Diego Beekeeping Society Meetup.com group as a marketing tool to share the new regulations. To-date, there are 1,404 active beekeepers on the Meetup.com site that would receive notification of the revised regulations. Upon applying for a beekeeping permit, the applicant will be provided with information to join the San Diego Beekeeping Society. Staff has also coordinated with the San Diego Beekeeping Society to have an informational booth with an exhibit at the 2016 Paws in the Park Event on July 30.

Beekeeping Permit Fee

Per City Council directives, staff included a fee of \$35 for a beekeeping permit in the Resolution. This fee is to be established by City Council Resolution in accordance with the Master Fee Schedule for Fiscal Year 2016-2017.

Public Information:

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

Notices of the Public Hearings for this item were published in the March 24, 2016 and July 7, 2016 editions of the East County Californian.

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

Conclusion:

Staff recommends that the City Council conduct the second reading, by title only, to adopt Ordinance 439 and adopt Resolution 2016- for Zoning Amendment ZA1-600-0001.

Attachment B

ORDINANCE NO. 439

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

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

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

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

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

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

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

WHEREAS, on June 21, 2016, the City Council introduced and conducted the first reading of Ordinance No. 439; and

WHEREAS, on July 19, 2016, the City Council conducted the second reading of Ordinance No. 439; and

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

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

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

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

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

Attachment B

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

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

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

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

SECTION ONE:

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

SECTION TWO:

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

INTRODUCED by the City Council on June 21, 2016.

SECOND READING by the City Council on July 19, 2016.

////

////

EXHIBIT A

TEXT OF PROPOSED REGULATIONS

NOTE:

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

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

Section 18.16.020 General provisions [Excerpts only]

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

Section 18.16.060 Exotic animals, and beekeeping.

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

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

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

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

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

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

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

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

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

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

Attachment B

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

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

74. Beehives shall be well maintained at all times.

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

6. Only docile bee species may be permitted.

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

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

a. A shovel; and

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

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

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

Attachment C

RESOLUTION NO. 2016-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA PROVIDING FOR DESIGNATED SENSITIVE AREAS, A SIX-MONTH AMNESTY PERIOD, A PUBLIC OUTREACH PLAN, AND ESTABLISHING A PERMIT FEE AS IT RELATES TO BEEKEEPING.

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

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

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

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

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

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

WHEREAS, on June 21, 2016, the City Council introduced and conducted the first reading of Ordinance No. 439; and

WHEREAS, on July 19, 2016, the City Council conducted the second reading of Ordinance No. 439; and

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

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

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

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

Attachment B

SECTION ONE:

Designate the following public parks and schools as sensitive areas in accordance with Chapter 18.16 of the Lemon Grove Municipal Code:

- Berry Street Park, 7071 Mt. Vernon Street,
- Civic Center Park, 3200 Main Street,
- Dan Kunkle Park, 8105 Lemon Grove Way,
- Firefighter's Skate Park, 3062 School Lane,
- Lemon Grove Park, 2271 Washington Street,
- Lemon Grove Academy, 7885 Golden Avenue,
- Monterey Heights Elementary, 7550 Canton Drive,
- Mount Vernon Elementary, 8350 Mount Vernon Street,
- San Altos Elementary, 1750 Madera Street,
- Liberty Charter High School, 8425 Palm Street,
- San Miguel Elementary, 7059 San Miguel,
- Lemon Grove Senior Center, 8235 Mt. Vernon Street,

SECTION TWO: Approves a six-month amnesty period for all current beekeepers with hives existing as of the effective date of the Ordinance. During the six-month amnesty period, beekeepers may apply for a beekeeping permit at no cost. Thereafter, existing hives, including those located near a sensitive site, will be deemed a legal non-conforming use, with opportunities to apply for a beekeeping permit.

SECTION THREE:

Directs staff to: a) maintain beekeeping regulations and resources on the City's Code Enforcement Webpage, b) annually advertise beekeeping regulations and the ability to register as a sensitive site in the City's newsletter, *The Grove Gazette*, and on social media sites (e.g., Twitter, Facebook, and Instagram), c) utilize the San Diego Beekeeping Society Meetup.com group as a marketing tool to share the new beekeeping regulations, and d) establish a \$35 beekeeping permit fee in the Master Fee Schedule.

////

////

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 4
Mtg. Date July 19, 2016
Dept. City Manager

Item Title: San Diego State University Sage Project

Staff Contact: Lydia Romero, City Manager and Laureen Ryan, Administrative Analyst

Recommendation:

Adopt a resolution (**Attachment B**) approving participation in the San Diego State University (SDSU) Sage Project and authorizing the City Manager to execute a Memorandum of Understanding to partner with SDSU on the Sage Project.

Item Summary:

The Sage Project puts students and local governments together to provide students an opportunity to engage in meaningful real-world projects while providing local government the opportunity to leverage the resources of the university to complete community projects that may otherwise be delayed. Staff has approximately 7 projects for consideration. The staff report (**Attachment A**) describes the proposed projects for consideration by SDSU under the Sage Project.

Fiscal Impact:

The cost of participating in the Sage Project depends on the number of projects approved by SDSU as well as the number of classes working on each project. Typically the fee for each project ranges from \$15,000 - \$50,000. Stipulated in the MOU will be a not to exceed amount of \$150,000. Should Council approve the MOU, the additional cost will be added to the Non-Departmental cost in the 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. Staff Report | C. MOU and Project Agreement |
| B. Resolution | |

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 4

Mtg. Date July 19, 2016

Item Title: **San Diego State University Sage Project**

Staff Contact: Lydia Romero, City Manager and Laureen Ryan, Administrative Analyst

Discussion:

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

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

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

The Sage Project offers course work from a wide variety of disciplines to assist the partner city, including:

- City Planning
- Engineering
- Public Administration
- Computer Science
- Graphic Design
- Political Science
- Marketing
- Recreation/Tourism
- Communication
- Homeland Security
- Event Planning
- Finance
- Social Work
- Other

Upon completion of each project or milestone, students present their designs, analyses, solutions and recommendations to the partner city in a public format. The students' work is then consolidated into a professional report that the partner city can use for decision-making.

Past Sage Partners:

SDSU's city partner for the 2013-14 and the 2014-15 academic years was National

Attachment A

City. As with other municipalities, National City was challenged to complete needed community projects and became the first official partner with SDSU under the Sage pilot program. Course projects were tied directly to the goals and initiatives outlined in National City's 2013 Strategic Plan and were developed in consultation with National City staff, thereby ensuring that there was a real need for the work. Because the projects were top city priorities, the ideas, designs, products, and services provided by the students generated real-world impact by addressing critical but unmet community needs.

Some of the projects in National City have included:

- Street improvements to slow traffic, enhance pedestrian safety and address storm water runoff
- Land-use analysis and designs for downtown revitalization
- Product design for sound walls
- Improved wayfinding signage
- Solar cell installation analysis
- Long-range property management plan

Through the Sage Project, more than 800 students have had the opportunity to work with National City staff and city officials on developing creative ideas, designs and potential solutions while seeing how their academic work can have a positive impact on a community.

SDSU's has had several other past partners for various smaller projects dealing with issues such as homelessness for the City of San Diego and creating GIS layers of park and recreation assets, private storm water inlets and missing sidewalks for the City of Santee.

In all, the Sage Project has contributed over 100,000 student hours toward local municipal efforts, exposed over 2,400 students to local government including over 73 courses and 28 disciplines. It is staffs recommendation that City Council approve the MOU with San Diego State University.

Attachment A



Lemon Grove Image Development including Gateway improvements and way-finding signage

Project Goals/Summary

To create a mission statement that synthesizes Lemon Grove's focus moving forward. To develop the mission statement into a citywide branding campaign with design elements that will incorporate the following: Lemon Grove gateway improvements, way-finding signage, overhead street marquis signs, etc.

Specific Issues, problems or concerns that students may be able to address

Students will be challenged to uncover Lemon Grove's unique identity as a city and within the region.

Sustainability and Quality of Life Impacts

Quality of Life is positively impacted by the influence imaging has on economics, for example directing visitors through the city to retail destinations, as well as social factors, for example directing citizens to local parks or biking and walking paths, and imaging is also highly related to the built environment.

Designated Staff Lead

City Manager's Office

Staff Involved

City Manager, Administrative Analyst

Funding Sources Anticipated or Sought

General department funds

Partner Organizations and their roles

School District, service clubs, faith-based organizations. The City of Lemon Grove has very active service organizations, among them the Lions Club and the Soroptomist Club.



Infrastructure Maintenance Methodology and Gap Analysis

Project Goals/Summary

Create a formal municipal infrastructure funding and maintenance plan. Analyze prospective funding for street/storm water/sewer maintenance.

Specific Issues, problems or concerns that students may be able to address

With dwindling revenue sources the City does not have the funds to maintain its current infrastructure. The City's streets, storm drains and sewer system are eroding faster than the City can repair and/or replace them. Outdated studies are on file but new studies are necessary to assess the current status of these assets and the amount of funding (and the funding sources necessary to increase the level of each asset.

Sustainability and Quality of Life Impacts

Developing a methodology for maintaining the City's infrastructure will enhance the environmental health of the community.

Designated Staff Lead

Public Works Director

Staff Involved

Public Works Department

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles

N/A

Attachment A



Parks and Recreation Program Analysis

Project Goals/Summary

With the elimination of the City's Recreation Department in 2007, a skeleton crew has managed a full cost recovery program for recreation services. However, the goal will be to look at the following: the original design and planned purpose for the park and present maintenance, how is the park now being used and by what groups, any issues related to crime and disorder, and whether the local community sees the park as unsafe, or as a safe and desirable place. The City is also interested in creating a list of other park uses, for example special event programming and organized events that provide structure and enjoyable activities and facilitate safety, good sportsmanship and community participation. Lastly, identify funding streams that support the goals of the parks and recreation program.

Specific Issues, problems or concerns that students may be able to address

Students will be challenged by limited staff funding, crime prevention, park maintenance, park design and park and recreation development and activities promotion.

Sustainability and Quality of Life Impacts

Parks provide an opportunity for physical and leisure activities which improves moods, reduces stress and enhances a sense of wellness for residents. They are a vital element of green open space in Lemon Grove's urban environment and a vital element in green-house gas reduction. Creating a sustainability plan for maintenance, activities and beautification for Lemon Grove's parks will support social interaction, which is critical to maintaining community cohesion and community pride. Giving residents a place to gather and share experiences, socialize and build community bonds will have an immense impact on the quality of life within Lemon Grove.

Designated Staff Lead

Public Works Director

Staff Involved

Public Works Department

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles

School District, service clubs, faith-based organizations

This project has been combined with the following Urban Agriculture Project.

Urban Agriculture (as part of Parks and Recreation)

Project Goals/Summary

The goal of this project is to look at the feasibility of developing a sustainable urban agriculture program and/or community garden projects in the City. The City of Lemon Grove has no designated area for residents to grow their own food or maintain gardens for growing food. There are currently no ordinances that address urban agriculture within the City. The goal of this project is to assess the feasibility of creating a space for residents to contribute to their food system.

Specific Issues, problems or concerns that students may be able to address

The students will address finding locations suitable for a community garden and they will assess the level of community engagement and the economic feasibility of both urban agriculture and community gardens.

Sustainability and Quality of Life Impacts

Community gardens increase food security, nutrition, and provide more direct access to fresh vegetables and fruits. Urban agriculture provides economic opportunities. Community gardens promote a sustainable environment and foster community based education programs.

Designated Staff Lead

Interim Development Services Director

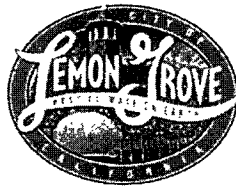
Staff Involved

Development Services staff and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds

Attachment A



Public Art Project

Project Goals/Summary

Look at the best area to create an art district, create focal art pieces in the district and design gateways to the district. Uncover motivations and expectations of the residents that will drive the development of a public art district and a public art program. The goal is also to align the art district with the City's brand and to identify areas throughout the city to install art pieces.

Specific Issues, problems or concerns that students may be able to address

The students will need to look at the feasibility of an art district and will need to identify areas throughout the city where art installations will be most effective.

Sustainability and Quality of Life Impacts

Public art is an economic way to drive revitalization in urban areas. Public art can have a transformative effect on communities. Public art adds to a community's identity and can provide purpose and identity for the community. An art district and art installations throughout the city will expose residents of all demographics to experience art in their everyday lives. An art district ties into the overall beautification of the City.

Designated Staff Lead

Interim Development Services Director

Map of Site

Students will develop

Staff Involved

Development Services staff and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds

This project will be combined with the following Art Walls Project.

Art walls (as part of Public Art Project)

Project Goals/Summary

To enhance residents and visitors City experience by providing art on building exteriors and walls that would otherwise be covered in graffiti. The goal of the project is to reduce graffiti by covering walls in art. These art walls will create a sense of community in connecting art with the public.

Specific Issues, problems or concerns that students may be able to address

Students may be challenged getting property owners aligned with this goal. There may be challenges with the school district incorporating an art program within their curriculum. Abating graffiti may be challenging for the students, depending on how prolific it is in the community.

Sustainability and Quality of Life Impacts

Art walls create a sense of community pride and a sense of place for its residents. The art walls can be used to create a sense of heritage, vision or opportunity. Public art increases access to art for all residents and visitors. While art walls improve urban aesthetics, the hope is to ultimately save taxpayers money on graffiti abatement.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services Department

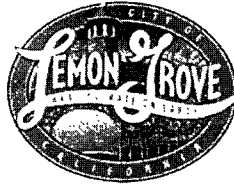
Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles

School District, service clubs, faith-based organizations

Attachment A



Homeless outreach/resources

Project Goals/Summary

To uncover what services are needed and what solutions would be most effective in solving the unsheltered homeless issue in the City of Lemon Grove. While the 2015 unsheltered homeless count showed 11 unsheltered homeless in the City, there has been an increase in homeless individuals within the City. The goal is to find what resources are available to match the needs of those living on the streets, in cars and in tents.

Specific Issues, problems or concerns that students may be able to address

Students will survey the homeless to assess their needs. Students will address the issues of Lemon Grove's homeless and find solutions to ending their homelessness.

Sustainability and Quality of Life Impacts

Getting the unsheltered homeless off of the streets improves the lives of all residents. Homelessness affects the local economy, public safety and public health. Homelessness can affect an individual or a family at any time and having a system in place to assist will alleviate the length of time homelessness is experienced.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services Department and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds



Tactical Urbanism

Project Goals/Summary

The project goal is to create a plan to implement tactical urbanism in different areas within Lemon Grove. For example, this may include planning a ciclovia for the day or temporarily changing the landscape of a street in order to replicate a complete-street, etc. The goal of this project would be to present different scenarios in select locations throughout the city where the residents, city planners and visitors can experience a proposed change in the built environment.

Specific Issues, problems or concerns that students may be able to address

The students would need to be familiar with the General Plan update and understand some of the proposed changes in the plan.

Sustainability and Quality of Life Impacts

The potential impact of this plan is that residents will be able to experience a temporary change in the built environment before a permanent change is made. The temporary change can provide valuable feedback for planning and can tie-in with place-making as a way to implement various place-making designs.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services staff and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles:

Attachment A



Place-making

Project Goals/Summary

The goal of this project is to create a collaborative process by which the residents of Lemon Grove shape the use of public space within the City to maximize shared values. More than just promoting better urban design, place-making will facilitate creative patterns of use, paying particular attention to the physical, cultural, and social identities that define Lemon Grove and support its ongoing evolution. The goal is to engage residents in the planning of quality public spaces that contribute to people's health, happiness, and well being. The most effective approach for creating and revitalizing public spaces is by adopting a collaborative community process.

Specific Issues, problems or concerns that students may be able to address

The students will be able to engage the community in gathering valuable information about what the residents want regarding planning for public spaces within the City. The students can facilitate focus groups and community workshops to collect relevant planning information to be shared with the Development Services Department.

Sustainability and Quality of Life Impacts:

Place-making creates access to quality recreation activities while increasing real economic opportunity through green built environment spaces. Place-making can strengthen the bond between people and the places they share.

Designated Staff Lead

Interim Development Services Director

Staff Involved

Development Services staff and City Manager's office staff

Funding Sources Anticipated or Sought

General departmental funds

Partner Organizations and their roles

Rick Engineering, Circulate San Diego, CHIP, HHSA

Attachment A

Conclusion:

Staff recommends that the City Council adopt a resolution (**Attachment B**) authorizing the City Manager, or her designee, to sign the MOU and the Project Agreement (**Attachment C**) with San Diego State University.

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE PROJECT AGREEMENT AND THE MOU BETWEEN SAN DIEGO STATE UNIVERSITY AND THE CITY OF LEMON GROVE TO BE THE 2016/2017 SAGE PROJECT PARTNER

WHEREAS, San Diego State University has identified the City of Lemon Grove as its 2016/2017 partner; and

WHEREAS, the City of Lemon Grove City Council has expressed interest in many of the proposed projects; and

WHEREAS, the Project Agreement and the MOU (Attachment C) outline the responsibilities of San Diego State University and of the City of Lemon Grove; and

WHEREAS, the City Council has reviewed the Project Agreement and the MOU; and

WHEREAS, it is in the City's best interest to approve said Agreement and MOU.

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

1. Approves the Project Agreement and the MOU with San Diego State University; and
2. Authorizes the City Manager or designee to execute and manage all contractual documents.

/////
/////

Attachment C

**Memorandum of Understanding
Between
The Board of Trustees of the California State University System, on behalf of
San Diego State University
and
The City of Lemon Grove**

This Memorandum of Understanding (“MOU”) is entered into on this 9th day of June, 2016 by and between the City of Lemon Grove, a municipal corporation (the “City”) and the Board of Trustees of the California State University system, on behalf of San Diego State University (“SDSU”).

RECITALS

WHEREAS, the City and SDSU desire to continue their relationship in which SDSU and the City collaborate on a variety of programs; and

WHEREAS, an example of such a program is the Sage Project; and

WHEREAS, the collaboration between the parties may give rise to specific projects in which SDSU may be able to assist the City with an issue, concern, or problem; and

WHEREAS, the purpose of this MOU is to outline the general parameters of the collaboration; and

WHEREAS, the City and SDSU will enter into a separate Project Agreement for each project;

NOW THEREFORE, the City and SDSU agree as follows:

1. Project Agreement. The City and SDSU shall enter into a separate Project Agreement for each project. A copy of the template for the Project Agreement is attached to this MOU as Exhibit “A”. SDSU and the City agree to each and every provision of the attached Project Agreement.

2. General Responsibilities of the City. The City shall:

A. Work with SDSU to develop potential projects;

B. Provide information in support of each project including, but not limited to, reports, designs, plans, and data sets;

C. Assist SDSU with identifying stakeholders, public engagement activities, and community contacts in support of each project, as applicable; and

D. Host student field trips to help establish the context for projects, as applicable.

Attachment C

2. General Responsibilities of SDSU. SDSU shall:

- A. Assign qualified students to work on each specific project;
- B. Assign qualified faculty member(s) to supervise the performance of the student(s) on the specific projects;
- C. Assist with the development of a scope of work for each project;
- D. Provide logistical support for each project; and
- E. Develop communications about the Programs and the specific projects.

3. Effective Date and Length of the MOU. This MOU will become effective on July 1, 2016. The duration of this MOU is for the period of 1 year and 6 months, from July 1, 2016, through December 31, 2017.

4. Contacts. The parties shall assign a contact person who shall have responsibility for the execution and progress of this MOU.

The contact person for the City:

Laureen Ryan
Administrative Analyst
City Manager's Office
City of Lemon Grove
3232 Main St
Lemon Grove, CA 91945

The contact person for SDSU:

Jeffrey S. Fratt, C.P.M.
Assistant Director
Reference Agreement 40105676
Contract and Procurement Management
San Diego State University
5500 Campanile Dr. AD 116
San Diego, CA 92182-1616

5. Termination. This Agreement may be terminated with or without cause by either party. Termination shall be effective upon thirty (30) day's written notice to the other party.

6. Assignment. Neither this MOU nor any interest herein may be assigned by either party without the prior written consent of the other party. Neither party shall subcontract to any other person, entity or agency the performance of any of its obligations under this MOU without the prior written consent of the other party.

Attachment C

7. Capacity and Authority. All individuals signing this MOU represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

8. Miscellaneous Provisions.

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

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

C. *Exhibits and Schedules.* Any Exhibits and Schedules attached to this MOU are incorporated into this MOU by this reference for all purposes.

D. *Amendment to this MOU.* The terms of this MOU may not be modified or amended except by an instrument in writing executed by each of the Parties.

IN WITNESS WHEREOF, the Parties have executed this MOU on the date and year first above written.

[Signature Page to Follow]

CITY OF LEMON GROVE

SAN DIEGO STATE UNIVERSITY

By: _____
Lydia Romero
City Manager

By: _____
Agnes Wong Nickerson
Associate Vice President
Financial Operations

APPROVED AS TO FORM:

By: _____
Radmila Prislín
Associate Vice President for Academic Affairs

James P. Lough
City Attorney

Attachment C

**PROJECT AGREEMENT
BETWEEN
THE BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY SYSTEM,
ON BEHALF OF
SAN DIEGO STATE UNIVERSITY
AND
THE CITY OF LEMON GROVE**

This Project Agreement ("Agreement") is entered into on this _____ day of _____, 20__ by and between the City of Lemon Grove, a California charter city (the "City") and the Board of Trustees of the California State University system, on behalf of San Diego State University, Sage Project ("SDSU").

RECITALS

WHEREAS, the City and SDSU entered into a Memorandum of Understanding ("MOU") dated March 4, 2015, which outlines the general parameters of the collaboration between the City and SDSU; and

WHEREAS, the MOU states that the City and SDSU will enter into a separate Project Agreement for each project; and

WHEREAS, the City and SDSU desire to enter into this Project Agreement for ____.

NOW THEREFORE, in consideration of the Recitals and the terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and SDSU agree as follows:

AGREEMENT

1. **ENGAGEMENT OF SDSU.** The City agrees to engage SDSU, and SDSU agrees to perform the services set forth in this Agreement in accordance with all terms and conditions contained herein.

2. **SCOPE OF SERVICES.** SDSU shall assist the City with the development of projects and programs that enhance the health and safety of the City's residents. SDSU will perform services as set forth in Attachment "A".

3. **PROJECT COORDINATION AND SUPERVISION.** _____ is designated as the Project Coordinator for the City and will monitor the progress and execution of this Agreement. SDSU shall assign a single Project Coordinator to provide supervision and have overall responsibility for the progress and execution of this Agreement for SDSU. Jessica Barlow is designated as the Project Coordinator for SDSU.

4. **COMPENSATION AND PAYMENT.** The total cost for all work described in Attachment "A" shall be _____. Payment shall be in one lump sum and is due upon completion of the services as set forth in Exhibit "A". This payment is the only financial responsibility of

Attachment C

the City. The City shall not be responsible for any other expenses related to the performance of the services pursuant to this Agreement.

5. **EFFECTIVE DATE AND LENGTH OF AGREEMENT.** This Agreement will become effective on _____. The duration of this Agreement is for the period of _____ through _____. Completion dates or time durations for specific portions of the Project are set forth in Attachment "A".

6. **INDEPENDENT CONTRACTOR.** Both parties in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, or joint venturers with one another. SDSU's employees and students are not employees of the City, and are not entitled to any of the rights, benefits, or privileges of the City's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

7. **CONTROL.** Neither the City nor its officers, agents, or employees shall have any control over the conduct of SDSU or any of SDSU'S employees, students, or volunteers, except as herein set forth, and SDSU or SDSU's agents, servants, employees, students, or volunteers are not in any manner agents, servants, or employees of the City, it being understood that SDSU, its agents, servants, employees, students, and volunteers are as to the City wholly independent contractors, and that SDSU's obligations to the City are solely such as are prescribed by this Agreement.

8. **ASSIGNMENT.** Neither this Agreement nor any interest herein may be assigned by SDSU without the prior written consent of the City. SDSU shall not subcontract to any other person, entity or agency the performance of any of its obligations under this Agreement without the prior written consent of the City.

9. **COMPLIANCE WITH APPLICABLE LAW.** SDSU, in the performance of the services to be provided herein, shall comply with all applicable state and federal statutes and regulations, and all applicable ordinances, rules, and regulations of the City of Lemon Grove, whether now in force or subsequently enacted.

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

11. **CONFIDENTIAL INFORMATION.** The City may from time to time communicate to SDSU certain confidential information to enable SDSU to effectively perform the services to be provided herein. Such confidential information shall be in writing and shall be clearly marked as "CONFIDENTIAL INFORMATION" on the face of such document. SDSU shall treat all such information as confidential and shall not disclose any part thereof without the

Attachment C

prior written consent of the City. SDSU shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 11, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of SDSU, hereafter disclosed in publicly available sources of information; (iii) is already in the possession of SDSU without any obligation of confidentiality; or (iv) has been or is hereafter rightfully disclosed to SDSU by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

If SDSU receives a request for documents pursuant to the California Public Records Act, California Government Code sections 6250 through 6259, which SDSU received from the City regarding the subject matter of this Agreement, SDSU shall notify the City as soon as possible to give the City the opportunity to object and seek any appropriate relief. In its performance hereunder, SDSU shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

12. INDEMNIFICATION AND HOLD HARMLESS.

A. The California State University and SDSU agree to defend, indemnify and hold harmless the City of Lemon Grove, its officers and employees, agents, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the California State University's and SDSU's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, employees, or volunteers. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

B. The City agrees to defend, indemnify and hold harmless the California State University and SDSU, their trustees, officers, employees, agents, and volunteers against and from any and all liability, loss, damages to property, injuries to, or death of any person or persons, and all claims, demands, suits, actions, proceedings, reasonable attorneys' fees, and defense costs, of any kind or nature, including workers' compensation claims, of or by anyone whomsoever, resulting from or arising out of the City's performance or other obligations under this Agreement; provided, however, that this indemnification and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the California State University and SDSU, their trustees, agents, officers, employees, or volunteers. The indemnity, defense, and hold harmless obligations contained herein shall survive the termination of this Agreement for any alleged or actual omission, act, or negligence under this Agreement that occurred during the term of this Agreement.

13. STATUS OF STUDENTS. Students are not officers, agents, or employees of SDSU.

14. INSURANCE.

A. The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority.

B. The State of California has elected to be self-insured for its vehicle liability and Workers' Compensation and property exposures. As a State agency, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

C. All California State University system and SDSU insurance requirements met by self-insurance, including but not limited to General Liability, Vehicle Liability, and Workers' Compensation, shall be in accordance with the limits of coverage set forth in the California State University General Liability, Workers' Compensation, Property, Professional Liability, and Automobile Liability Self-Insurance Program Letter and Certificate of Insurance Coverage, attached hereto and incorporated herein as Attachment 'B'."

D. SDSU shall provide professional and personal general liability coverage for students performing services pursuant to this Agreement through the Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP). The coverage limits under this program are \$1,000,000.00 for each Loss and \$2,000,000.00 Aggregate for all Covered Parties, and not per student. The City shall be named as an additional insured under the SAFECLIP Program.

E. The self-insurance and SAFECLIP Program above shall constitute primary insurance as to the City, its officers, employees, and volunteers, so that any policies held by the City shall not contribute to any loss under said self-insurance and SAFECLIP Program. Said self-insurance and SAFECLIP Program shall provide for thirty (30) days' prior written notice to the City of cancellation or material change.

F. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with and approved by the City's Risk Manager. If such self-insurance and SAFECLIP Program are not kept in full force and effect at all times during the terms of this Agreement, the City may elect to treat the failure to maintain the requisite insurance as a breach of this Agreement and terminate the Agreement as provided herein.

15. LEGAL FEES. If any party brings a suit or action against the other party arising from any breach of any of the covenants or agreements or any inaccuracies in any of the representations and warranties on the part of the other party arising out of this Agreement, the party shall pay its own costs and expenses of suit, including attorneys' fees.

16. DISPUTE RESOLUTION. Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by the Project Coordinators of the City and SDSU shall be brought to the attention of the City Manager, or designee, of the City and the Associate Vice President, Financial Affairs, or designee, of SDSU for joint resolution. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement. Despite an unresolved dispute, the City and SDSU shall continue without delay to perform its

Attachment C

responsibilities under this Agreement. The Parties shall keep accurate records of their services in order to adequately document the extent of their services under this Agreement.

17. **TERMINATION.** If either party wishes to terminate this Agreement due to non-performance or failure to meet expectations, the terminating party will consult with the other party to seek resolution. Notwithstanding the above, this Agreement may be terminated with or without cause by the either party upon 30 days' prior written notice to the other party. In the event of termination, all finished or unfinished Reports, Data, Methods, Analysis, Recommendations, and other documents prepared by SDSU, whether paper or electronic, shall immediately be delivered to the City. SDSU shall be entitled to receive just and equitable compensation for any work satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable pursuant to this Agreement, and less any damages caused the City by SDSU, if any.

18. **LOGOS.** Neither party shall use any identifying logos or marks of the other without the express written permission of the other party.

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

To City: Laureen Ryan
 Administrative Analyst, City Manager's Office
 City of Lemon Grove
 3232 Main St
 Lemon Grove, CA 91945

To SDSU: Jeffrey S. Fratt, C.P.M.
 Assistant Director
 Reference Agreement # _____
 Contract and Procurement Management
 San Diego State University
 5500 Campanile Dr. AD 116
 San Diego, CA 92182-1616

Notice of change of address shall be given by written notice in the manner specified in this Section. Rejection or other refusal to accept or the inability to deliver because of changed

Attachment C

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

20. **CAPACITY AND AUTHORITY.** All individuals signing this Agreement represent and warrant that they have the necessary capacity and authority to act for, sign and bind the respective party on whose behalf they are signing.

21. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

I. *Audit.* If this Agreement exceeds ten-thousand dollars (\$10,000), the parties shall be subject to the examination and audit of the State Auditor for a period of three (3) years after final payment under the Agreement, per Government Code Section 8546.7.

J. *Entire Agreement.* This Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the

Attachment C

parties as to the subject matter hereof. No subsequent agreement, representation, or promise made by either party hereto, or by or to an employee, officer, agent or representative of any party hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

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

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

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

CITY OF LEMON GROVE

SAN DIEGO STATE UNIVERSITY

By: _____
Lydia Romero
City Manager

By: _____
Agnes Wong Nickerson
Associate Vice President
Financial Operations

APPROVED AS TO FORM:

By: _____
Radmila Prislin
Associate Vice President
for Academic Affairs

By: _____
James P. Lough
City Attorney

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 5
Mtg. Date July 19, 2016
Dept. Development Services

Item Title: **Alternative Concept for Connect Main Street Project Between Massachusetts Avenue and San Pasqual Street and Draft General Plan Amendment**

Staff Contact: David De Vries, Development Services Director

Recommendation:

1. Accept the proposed concept alternative;
2. Direct staff to prepare a General Plan Amendment creating a new Special Treatment Area for the Connect Main Street project.

Item Summary:

On January 10, 2014, the City received a SANDAG Smart Growth Incentive Program (SGIP) grant to fund the design and related technical studies for the Main Street Promenade Extension Planning Project (now named "Connect Main Street"). The project is an approximate two-mile-long corridor adjacent to the Orange Line of the MTS trolley system that runs from Broadway to the south end of the City and includes walking and biking paths and park related activity areas. On August 4, 2015, the City Council accepted the proposed project concept and directed staff to prepare a General Plan Amendment to incorporate the concept into the General Plan. Based on conflicts with SDG&E facilities and Union Pacific property, KTU+A (designer and project manager under contract) has developed an alternative design within the segment between Massachusetts Ave. and San Pasqual St. for City Council consideration. Draft General Plan amendment creating a new Special Treatment Area for the Connect Main Street project is also provided for consideration.

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. Staff Report
- B. Excerpt from Original SANDAG Grant Application
- C. KTU+A Contract Scope of Work
- D. Accepted and Alternative Concept Plan for the segment between Massachusetts Avenue and San Pasqual Street
- E. Letter from SDG&E
- F. SDG&E Facility Detail

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 5

Mtg. Date July 19, 2016

Item Title: Alternative Concept for Connect Main Street Project Between Massachusetts Avenue and San Pasqual Street and Draft General Plan Amendment

Staff Contact: David De Vries, Development Services Director

Background:

On January 10, 2014, the City received a Notice to Proceed for a SANDAG Smart Growth Incentive Program (SGIP) grant for \$400,000. The grant funds a 30% design and related technical studies for the Main Street Promenade Extension Planning Project (now named "Connect Main Street"). The project area is an approximate two-mile-long corridor within the Main Street right-of-way and easement areas west of, and adjacent to, the Orange Line of the MTS San Diego Trolley system from Broadway to the south end of the City ending towards the end of San Altos Place. The project includes walking and biking paths and park related activity areas.

On January 21, 2014, the City Council selected citizen volunteers to participate as members of a working group. The Working Group originally consisted of five members and met for a year and a half.

On February 18, 2014, the City of Lemon Grove selected KTU+A to design the project and provide associated deliverables.

After the March 2014 kick-off meeting, the consultant, working group and staff (team) coordinated numerous tasks including:

1. Conducting surveys, public workshops and an open house.
2. Generating videos and creating a website presence.
3. Preparing Technical Studies including:
 - Base map
 - Utility mapping
 - Real estate data and easements
 - Hazardous materials
 - Biological mapping
 - Cultural relevance
 - Drainage and flooding
 - Traffic counts
4. Analyzing data and interviewing stakeholders to understand opportunities and constraints for development of the linear park.
5. Preparing project alternatives and selecting a concept.

Attachment A

On September 16, 2014, City Council accepted the vision and goals for the project that are consistent with the SANDAG grant and are stated below:

Vision

The vision is to create a community corridor that supports active lifestyles and transportation choices by providing a safe, beautiful and sustainable linear parkway that connects people, places and activities for generations to come.

Goals

1. Provide mobility options that support active healthy lifestyles;
2. Create a sense of place;
3. Enhance the natural environment;
4. Improve safety and access for all ages;
5. Improve connections between neighborhoods and business; and
6. Respect property and improve property values.

On August 4, 2015, the City Council accepted the proposed project concept and directed staff to prepare a General Plan Amendment to incorporate the concept into the General Plan. The selected concept was generated from a series of alternatives and public outreach and measured against the adopted vision and goals. The concept plans include cross sections for each segment, thematic design districts, and themed amenities. Significant changes to the project site included themes throughout the corridor amongst six segments, street closures and one-way streets, trail and multi-use path concepts (design and location), amenities (picnic tables, shade structures, seating, trash receptacles, lighting, etc.), landscape improvements, creek restoration, park related activity areas (skate park, pump track, bouldering area, community gardens, dog parks, tot lot, exercise facilities, etc.), and park improvements at Civic Center Park. Public art is included throughout segments and in the form of gateway signs or monoliths, fence and wall art, and historic and natural art pieces and furnishings. Educational panels, similar to those in the existing Promenade, are also included and focus on mile- and date-markers, interpretive panels and kiosks. Staff requested that the City Council deliberate on lighting concepts (both street standards and pedestrian level) for the entire length of the park and provide direction to the consultant and staff. This can be accomplished as a part of the final design of each segment.

Subsequent to the August 4, 2015 City Council meeting, based on conflicts with SDG&E facilities and Union Pacific property, KTU+A developed an alternative design within the segment between Massachusetts Avenue and San Pasqual Street for City Council consideration.

Discussion:

Conceptual Design Alternative – Massachusetts Avenue to San Pasqual Street

Based on conflicts with SDG&E facilities and Union Pacific property, KTU+A has developed an alternative design for the segment between Massachusetts Avenue and San Pasqual Street.

After August 4, 2015 City Council meeting, SDG&E proposed changes to their existing gas lines in this segment of the project. The changes are a part of SDG&E's Pipeline Safety Enhancement Plan which implements the California Public Utilities Commission's (CPUC) required safety improvements of gas lines related to protection and control during or after a seismic event. The proposed plan allows SDG&E to keep the gas line and valve system in its current location and allows for new valves, control systems and equipment including an approximate 28-foot-high telecommunication antenna to be added that would remotely and

Attachment A

automatically control and monitor the gas line for improved public safety. The City does not have much flexibility in the citing of these facilities based on CPUC requirements and restrictions. The new SDG&E facilities are problematic because they affect the available space and design of linear park facilities originally planned for this area. The proposed skate park components are directly impacted by these changes.

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

The original design concept reviewed by the City Council on August 4, 2015 included the use of the Union Pacific (UP) sliver parcels. The entire project has 1.44 acres of UP land within the project area. The north end has only a soft surface trail along it with 18,000 sq. ft. of UP lands, while the middle section does include some park facilities and more permanent trail facilities running through them with 37,200 sq. ft. owned by UP. The parcels most affected are the San Pasqual to Massachusetts segment with 7,600 sq. ft. of UP land. This section includes a multi-use path within the UP property. The existing UP property in this segment contains numerous mature trees and landscape that the City would not be required to maintain, but beautify and provide shade to the area. Discussions with Union Pacific have indicated that they would like to sell these lands, but that they would need to be sold at fair market value or higher. Union Pacific indicated that they have been able to obtain a high land value for similar property in the Los Angeles basin area.

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

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

Staff is supportive of the concept or other alternatives accepted by the City Council provided appropriate costs for maintenance are accounted for as a part of the final design and implementation.

General Plan Amendment

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

Attachment A

staff to include other amendments to the General Plan or the Downtown Village Specific Plan as desired.

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

Conclusion:

Staff recommends that the City Council accept the proposed concept alternative and direct staff to prepare a General Plan Amendment creating a new Special Treatment Area for the Connect Main Street project.

Excerpt from Original SANDAG Grant Application

Project Goal:

The over-riding goal of the project is to plan for a north/south open space area for use as a travel way in a park setting for pedestrians and bicyclists while maintaining utility maintenance and emergency access spanning the length of the City connecting the residential neighborhoods in the central and southern areas of the City with the Massachusetts's and the Lemon Grove Trolley Stations and commercial/civic core of the City.

Project Objectives:

This goal will be achieved by the following objectives:

1. Create a multi-modal, multi-use public facility.

The purpose of this planning project is to expand on the existing Promenade concept by developing efficient, comfortable and fun urban spaces using underutilized spaces by repurposing existing rights-of way. The project is not only expected to consider community needs for outdoor spaces such as pocket parks, seating areas, public art, community gardens, farmer's markets, but also to improve infrastructure such as drainage facilities, placing overhead utilities underground (if any), creating more efficient maintenance access and increasing safety and security. These spaces are to be integrated into the existing urban fabric establishing a sense of place, providing a destination and activity center for users, adjacent residents, and the general public.

2. Encourage transit, pedestrian and bicycle trips.

The current public right-of-way of Main Street is not a completely improved street. Although in some segments there is separation between pedestrians, bicyclist and vehicular travel; this separation is intermittent and confusing. The adaptive re-use of certain roadway segments and the revitalization of other segments are meant to create a system that contains vehicular separated (where it is needed), pedestrian- and bicycle-oriented travel way. The hierarchy of users must be reconsidered where vehicle use is not required and particularly where the roadway can be designed to serve only pedestrian/bicycle travel and special activities (recreational, gathering, events). A direct connection to two Lemon Grove trolley stations is created and will serve a large residential population of Lemon Grove (located within 1,000' of the alignment). The promenade extension also intersects four major east/west streets in Lemon Grove providing future opportunities to further improve the overall pedestrian connectivity in the City.

3. Improve internal mobility.

The Promenade would provide a significant boost to the "quality of life" by providing a recreational amenity with close proximity to significant portions of the residential

Attachment B

areas of Lemon Grove with a multitude of destination choices. The proposed project would create the ability for residents and commuters to safely walk, run, bicycle, exercise, and play uninterrupted by vehicles or barriers. Where redirection of vehicle traffic is advantageous to the goals, the design should ensure that circulation patterns do not create unacceptable conflict or delays. Where access to adjacent private properties must be maintained, driveway designs may be considered to reduce vehicle dominance, provide more green open space and create opportunities for other community activities. The access must be designed to ensure continued property use and emergency access.

4. Enhance sense of place.

The "sense of place" has a combination of recognized elements (aesthetically pleasing public places, identifiable landmarks and focal points, and a human element) that nurture and imprint the sense of place. The Extension has the potential to organize these elements and produce them in an urban milieu where they do not currently exist. The on-going success of open green space, seating areas, play or recreational equipment, lighting, public art, gathering spaces is dependent on what place the community desires and will support throughout the years. Community input is essential to ensure the appropriate place is created and to ensure continued use and pride in place.

V. Scope of Work

The City expects the following list of tasks (not necessarily in order) related to the development of a plan for its Main Street Promenade Extension Project to be prepared and/or conducted by the consultant team. The Extension Project Working Group will provide review and comment at appropriate decision points within these tasks.

1. Community Outreach – Community outreach is to be implemented for all workshops, meetings, public hearings and other methods proposed by the consultant team. Generate a presence on the City's website, in social media, articles in the newsletter, direct mailings to individuals and civic and public interest groups. Conduct workshops and/or surveys to obtain input, gain knowledge and solicit feedback and other methods as proposed by the consultant team. Staff foresees a minimum of two workshops (not including public hearings at Planning Commission and City Council).
2. Data Collection – Document existing conditions. A base map must be generated and will be a compilation of data obtained from but not limited to: records research, land survey, interviews with stakeholders (MTS, SANDAG, property owners, easement holders, utility companies, City staff, etc.). The base map shall include the following illustrated information to be submitted to the City in AutoCAD format and D Sheets:
 - Property and right of way lines described with metes and bounds.

KTU+A Contract Scope of Work

SCOPE OF WORK

The consultant team shall perform the following list of tasks (not necessarily in order) related to the development of a plan for its Main Street Promenade Extension Project.

1. Community Outreach – Community outreach is to be implemented for all workshops, meetings, public hearings and other methods proposed by the consultant team. Generate a presence on the City's website, in social media, articles in the newsletter, direct mailings to individuals and civic and public interest groups. Conduct workshops and/or surveys to obtain input, gain knowledge and solicit feedback and other methods as proposed by the consultant team. Collaborate with staff to consider schedule and tasks for the volunteer working group (selected by City Council) to obtain advice, knowledge, review and recommendations on the project. Staff foresees a minimum of two workshops (not including public hearings at Planning Commission and City Council).

Deliverables:

- *Preparation and lead for workshops and public hearings;*
 - *Draft and final survey forms (if recommended);*
 - *Incorporate feedback into subsequent workshops, materials, presentations;*
 - *Attendance and participation in all community-wide meetings;*
 - *Production of any hand-outs and PowerPoint presentations; and*
 - *Written and graphic record of workshops and public hearings.*
2. Data Collection – Document existing conditions. A base map must be generated and will be a compilation of data obtained from but not limited to: records research, land survey, interviews with stakeholders (MTS, SANDAG, property owners, easement holders, utility companies, City staff, etc.). The base map shall include the following illustrated information to be submitted to the City in AutoCAD format and D Sheets:
 - Property and right of way lines described with metes and bounds.
 - Existing right-of-way location and dimensions including Main Street, intersecting roadways, and other contiguous public rights-of-way (MTS, SDAE, etc.).
 - Utility locations annotated with size, type, depth (record search), overhead utilities and type including but not limited to water, sanitation sewer, irrigation, fiberoptics, drainage, power, cable, data, and telephone.
 - Utility easements annotated with width and recordation data.
 - Private and public parcels contiguous to Main Street right-of-way annotated with property owner name, Assessor Parcel Numbers, Zone, Land Use Designation, size, and access (location and improvements).

Attachment C

- Topography shown in 2' increments.
- Existing street improvements including but not limited to curb, gutter sidewalks, and mature street trees (crowns).
- Other topics as recommended by the consulting team.

Deliverables:

- *Base map (draft and final) compiling data in graphic form (AutoCAD electronic files and D Sheets) to support proposed design;*
- *Copy of records with list of sources supporting base map; and*
- *Written record of stakeholder interviews.*

3. Prepare and coordinate subconsultants (if any) on Technical Studies to inform project design and to identify mitigation measures consistent with the CEQA. Consultant shall ensure that subconsultants are familiar with Base Map (Item 2 and acknowledge accuracy for study purposes). The technical studies shall be incorporated into the environmental review identified in Item #8 below.

Deliverables (2 draft and 2 final printed versions and electronic copies):

- *Hydrology/Hydraulics Study;*
- *Water Quality Report;*
- *Traffic Study;*
- *Historical Use and Hazardous Materials Assessment (Phase I);*
- *Preliminary Geotechnical Survey*
- *Cultural Resource survey and Tribal Consultation*
- *Utility Assessment, and*
- *Other studies recommended by consultant team.*

4. Analysis of Data & Workshops. Generate a constraints and opportunities map. Present draft conceptual project boundaries during workshops. Obtain community and stakeholder input and solicit feedback.

Deliverables:

- *Draft constraints and opportunities map with draft project boundaries for presentation and records;*
- *Written record of input and feedback.*

5. Draft Goals & Objectives – Develop concept vision statement and draft goals/objectives, based on community input, surveys, stakeholders and feedback. Evaluate the draft goals and objectives against the existing General Plan and identify proposed amendments.

Deliverables:

- *Written vision statement and statement of goals and objectives;*
- *Identify policy areas of the General Plan to be referenced as is or requires amendments; and*
- *Obtain City review and comment.*

Attachment C

6. Draft Park Concept – Generate preliminary engineering and design (design development or 30% horizontal and vertical) documents, conceptual landscape plan, showing all proposed improvements consistent with applicable regulations including ADA/accessibility requirements and landscape ordinances. Prepare preliminary construction and maintenance cost estimates (spreadsheet), implementation plan, potential funding sources and phasing schedule. Identify future construction permitting and/or entitlement requirements (ACOE, CDFW, USFW, RWQCB, Caltrans, CPUC, private parties, etc). Recommend final project boundaries and/or alternatives. The concept plan documents shall be in CAD format and D Sheets and text, spreadsheets shall be generated in a program compatible with City programs (editable).

Deliverables:

- *Graphic draft park concept and boundaries (alternatives if appropriate) to City Staff for review.*
- *Draft Park Concept Design – includes Preliminary Engineering and Design documents, conceptual landscape plan, (30% horizontal and vertical) utilizing base map document;*
- *Draft phasing schedule identifying interrelated phases, required order of construction (if any), independent segments, future construction permitting requirements, Preliminary construction and maintenance costs, implementation plan, potential funding sources.*

7. Prepare memorandum(s) of understanding for execution between the City of Lemon Grove and those stakeholder agencies identified during the project (i.e., MTS, SDG&E, Helix Water, etc.) to memorialize participation and agreed upon solutions reached during the course of preliminary design. The agreements shall require the commitment of each entity to participate in the phasing, design and construction of the project consistent with preliminary design decisions.

Deliverables:

- *Record of agency participation and agreed upon solutions.*
- *Draft memorandums of understanding for City review.*

8. Environmental Clearance – Conduct environmental review and analysis consistent with the California Environmental Quality Act (CEQA) including the discussion of all issue areas, evaluation of environmental impacts (if any), identification of potential mitigation measures (if any), analysis of appropriate project alternatives, and statements of facts and findings in relationship to the existing MEIR.

Deliverables:

- *Draft initial study and environmental determination for city review;*
- *Notices and records;*
- *Response documentation;*
- *Final environmental documentation.*

Attachment C

9. General Plan Amendment - The Promenade Plan will result in a General Plan Amendment incorporating the final concept. The General Plan Amendment and final concept will provide the guidance for the development of construction documents, cost estimates and phasing of the development. The amendment must propose revisions to the Mobility Plan, but may also include revisions to the Health Element (underway), Conservation and Recreation Element, Community Development Element, STA II discussion, and Bicycle Master Plan. Environmental Mitigation measures shall be identified and included into the proposed General Plan Amendment in compliance with CEQA.

Deliverables:

- *Graphics and text for the amendment insert in the General Plan (Exhibit A); and*
- *Final environmental documentation.*

10. Public Hearings at Planning Commission and City Council. A minimum of two public hearings to obtain Planning Commission advice and City Council approval of the General Plan Amendment. Assist in the preparation of the Staff Report and participate as lead presenter of the proposed project. Prepare graphics and text for presentation and insertion into the General Plan. All materials must be provided in an electronic format compatible to existing City software programs (editable).

Deliverables:

- *Presentation materials for public hearings at the Planning Commission and City Council; and*
- *Participate in public hearing presentations.*

ATTACHMENT A

SCOPE OF WORK, SCHEDULE, AND APPROVED PROJECT BUDGET

TransNet SMART GROWTH INCENTIVE GRANT PROGRAM SCOPE OF WORK, BUDGET, & SCHEDULE (FY 2013 Cycle)

Project Title: Main Street Promenade Extension Project
 Project Type: Planning

Project Location(s):

The project area includes the public right-of-way adjacent to the western side of the MTS/SDAE right-of-way from Broadway on the north to the City of Lemon Grove's southern boundary with the City of San Diego.

Project Description:

The Main Street Promenade Extension Project would create a 1.2-mile-long, 8-foot-wide, non-swing public right-of-way for pedestrian and bicycle use.

Contract No. [REDACTED] SANDAG Use Only
 Project ITN# No. [REDACTED] SANDAG Use Only

Task No.	Task Description	Deliverables	Start Date*	Completion Date*	Duration	SANDAG Fund\$	Matching Fund\$	TOTAL
1	Conceptual Design & Admin	RFP Agreement	NTD Date	5 Months	5 Months	\$27,273	\$2,727	\$30,000
2	Community Outreach & Awareness	Open Comments	13 Months	8 Months	3 Months	\$81,435	\$8,143	\$89,578
3	Design Studies	Report, Memorandum	5 Months	8 Months	3 Months	\$22,273	\$2,227	\$24,500
4	Analysis of Data & Work Areas	Report, Memorandum	5 Months	9 Months	4 Months	\$9,100	\$900	\$10,000
5	Design Studies	Studies	5 Months	11 Months	6 Months	\$14,000	\$1,400	\$15,400
6	Design Goals & Objectives	Goals & Objectives	16 Months	11 Months	5 Months	\$13,840	\$1,384	\$15,224
7	City Park Concept	DP Sheets	18 Months	13 Months	5 Months	\$22,700	\$2,270	\$24,970
8	Environmental Clearance	Documentation	11 Months	15 Months	4 Months	\$25,720	\$2,572	\$28,292
9	General Plan Amendments	Ordinances	16 Months	21 Months	5 Months	\$8,100	\$810	\$8,910
10	City Council Approval	Staff Report	23 Months	28 Months	5 Months	\$4,356	\$435	\$4,791
	Project Completion		NTD Date	36 Months	36 Months			
TOTALS						\$460,030	\$46,003	\$506,033

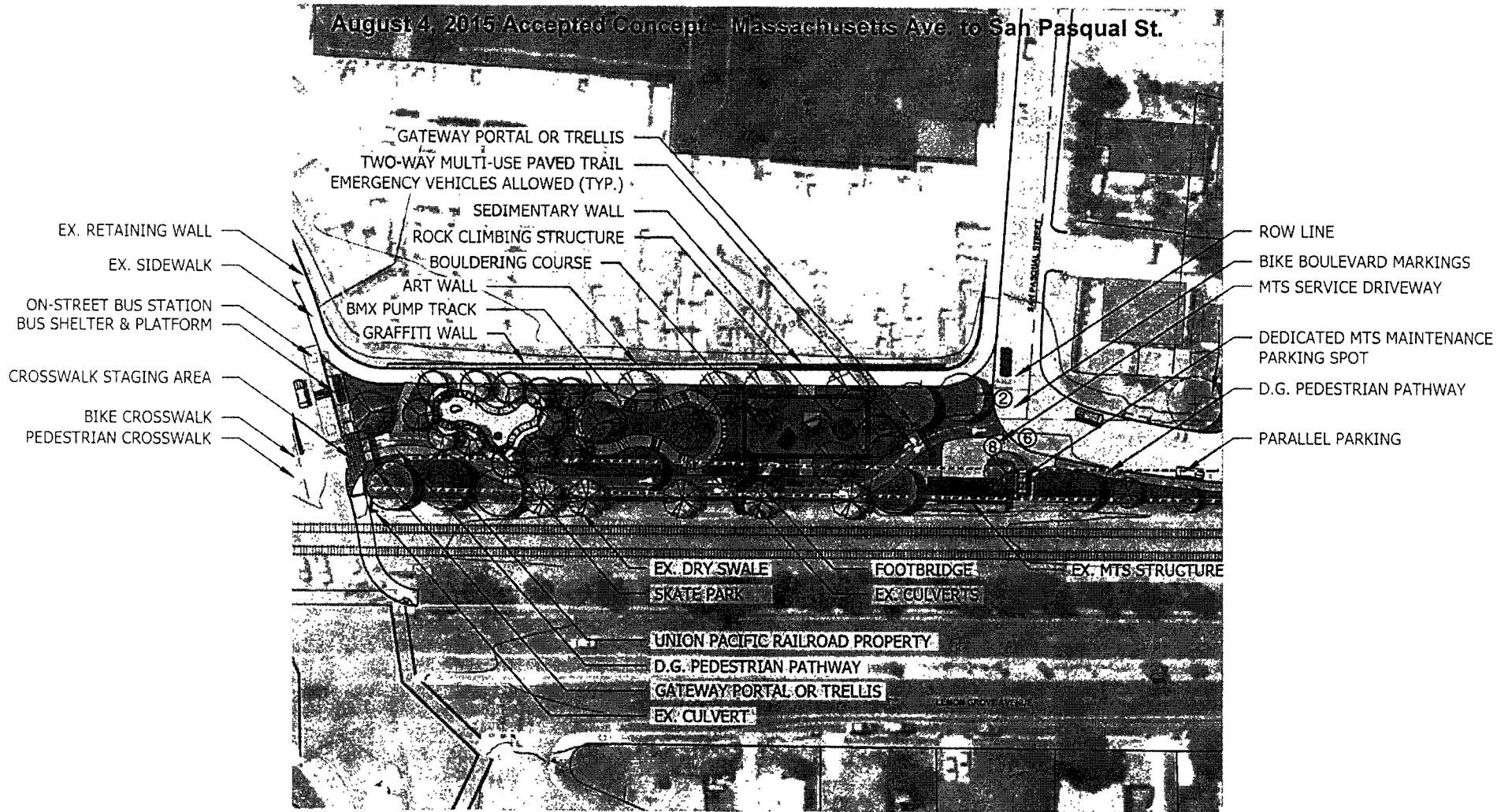
*Start Date and Completion Dates are all marked from NTD Date

PROJECT REVENUES

Source	FY 2014	FY 2015	FY 2016	TOTAL
TransNet MPO	\$720,771	\$720,771	\$8,772	\$1,450,314
GRM	\$24,978	\$14,058	\$916	\$40,052
TOTALS	\$745,749	\$734,829	\$9,688	\$1,490,266

TransNet MPO ID NO. V10

August 4, 2015 Accepted Concept - Massachusetts Ave to San Pasqual St.



SHEET 3A: DETAIL PLAN

TREE SUCH AS LEGEND:

SIGN LEGEND:

SITE LEGEND:

0 30 60 120

SCALE: 1" = 60' IF 11"x17"



NORTH



KEYMAP N.T.S.

NORTH

Ironwood - *Lyonothamnus floribundus*
 Torrey Pine - *Pinus torreyana*

Western Redbud - *Cercis occidentalis*
 Crape Myrtle - *Lagerstroemia indica*
 Bronze Loquat - *Eriobotrya deflexa*

CA Live Oak - *Quercus agrifolia*
 Valley Oak - *Quercus lobata*
 Island Oak - *Quercus tomentella*

CA Sycamore - *Platanus racemosa*
 Bay Laurel - *Umbellularia californica*

Drisbane Box - *Lophostemon confertus*
 Peppermint Tree - *Agonis flexuosa*
 Ornamental Pear - *Pyrus species*

Common Alder - *Alnus rhombifolia*
 Willow - *Salix species*
 Elderberry - *Sambucus mexicana*

Dale Palm - *Phoenix dactylifera*

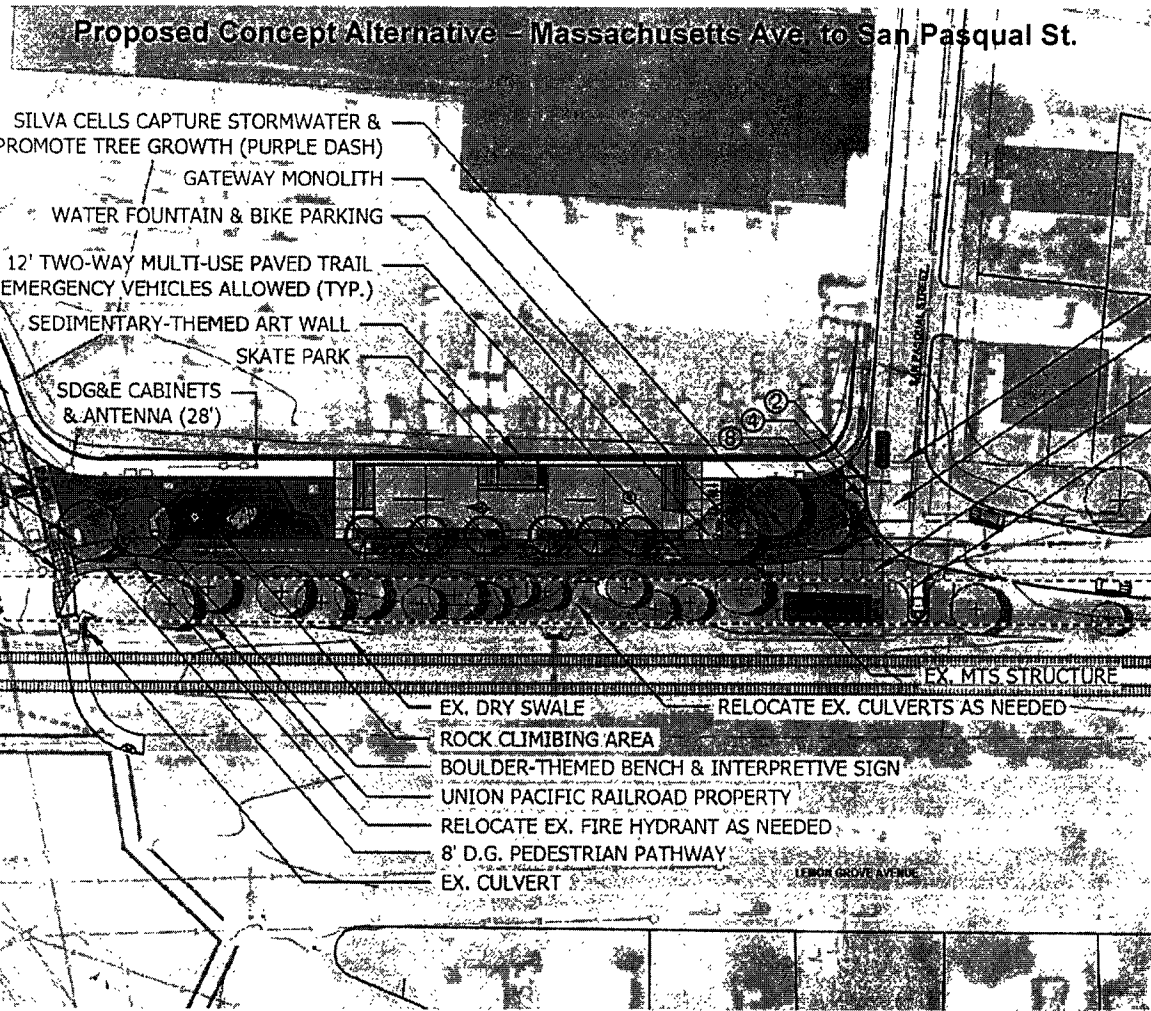
Existing Tree

Existing Palm

- ① Stop Sign
- ② Stop & No Right Turn
- ③ Stop & Right Turn Only
- ④ Bus/Bike Only
- ⑤ Yield to Pedestrians
- ⑥ Do Not Enter One Way
- ⑦ Security Camera
- ⑧ Bike Stop Sign

- Union Pacific Property
- Bike Boulevard Markings
- ADA Ramp
- Boulders
- Sit-Only Bench
- Interpretive Sign

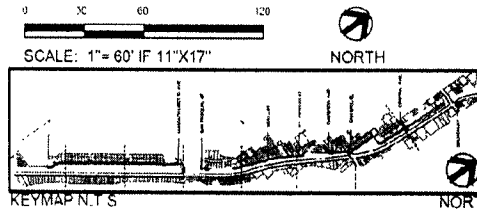
Attachment D



Proposed Concept Alternative – Massachusetts Ave to San Pasqual St.

- SILVA CELLS CAPTURE STORMWATER & PROMOTE TREE GROWTH (PURPLE DASH)
- GATEWAY MONOLITH
- WATER FOUNTAIN & BIKE PARKING
- 12' TWO-WAY MULTI-USE PAVED TRAIL
EMERGENCY VEHICLES ALLOWED (TYP.)
- SEDIMENTARY-THEMED ART WALL
- SKATE PARK
- SDG&E CABINETS & ANTENNA (28')
- EX. RETAINING WALL
- EX. SIDEWALK
- ON-STREET BUS STATION
BUS SHELTER & PLATFORM
- GATEWAY MONOLITH
- CROSSWALK STAGING AREA
- BIKE CROSSWALK
- PEDESTRIAN CROSSWALK
- ROW LINE
- BIKE BOULEVARD MARKINGS
- MTS SERVICE DRIVEWAY
- DEDICATED MTS MAINTENANCE
PARKING SPOT
- EX. MTS STRUCTURE
- EX. DRY SWALE
- RELOCATE EX. CULVERTS AS NEEDED
- ROCK CLIMBING AREA
- BOULDER-THEMED BENCH & INTERPRETIVE SIGN
- UNION PACIFIC RAILROAD PROPERTY
- RELOCATE EX. FIRE HYDRANT AS NEEDED
- 8' D.G. PEDESTRIAN PATHWAY
- EX. CULVERT

SHEET 3A: DETAIL PLAN - Alt 2



TREE SUCH AS LEGEND:

- Ironwood - *Lyonothamnus floribundus*
- Torrey Pine - *Pinus torreyana*
- CA Sycamore - *Platanus racemosa*
- Bay Laurel - *Umbellularia californica*
- Western Redbud - *Cercis occidentalis*
- Crape Myrtle - *Lagerstroemia indica*
- Bronze Loquat - *Eriobotrya deflexa*
- CA Live Oak - *Quercus agrifolia*
- Valley Oak - *Quercus lobata*
- Island Oak - *Quercus tomentella*
- Brisbane Box - *Lophostemon confertus*
- Peppermint Tree - *Agonis flexuosa*
- Ornamental Pear - *Pyrus species*
- Common Alder - *Alnus rhombifolia*
- Willow - *Salix species*
- Elderberry - *Sambucus mexicana*

SIGN LEGEND:

- ① Stop Sign
- ② Stop & No Right Turn
- ③ Stop & Right Turn Only
- ④ Bus/Bike Only
- ⑤ Yield to Pedestrians
- ⑥ Do Not Enter One Way
- ⑦ Security Camera
- ⑧ Bike Stop Sign

SITE LEGEND:

- Union Pacific Property
- Bike Boulevard Markings
- ADA Ramp
- Boulders
- Sit-Only Bench
- Interpretive Sign



PIPELINESAFETY

16-inch Pipeline 49-16 Section Replacement 4 – Massachusetts Ave. and Main St.

July 1, 2016

Attn: Mr. David B. De Vries, AICP
Development Services Director,
City of Lemon Grove
Development Services Department
3232 Main Street
Lemon Grove, CA 91945

Dear Mr. De Vries,

San Diego Gas & Electric Company (SDG&E) is proposing to replace and reroute existing 16-inch and 8-inch natural gas pipelines at the intersection of Massachusetts Avenue and Main Street in the City of Lemon Grove. Additional above-grade equipment will be installed to facilitate remote control valve operations. Both pipeline replacement and valve upgrades are part of SDG&E's California Public Utilities Commission (CPUC) mandated Pipeline Safety Enhancement Plan (PSEP).

The pipeline replacement will be located within Massachusetts Street and will extend into Main Street. The pipeline alignment will be rerouted from its existing alignment to accommodate pipeline construction and the proposed Main Street improvements. Please find the attached exhibit with details on the proposed alignment for Pipeline 49-16 Section 4.

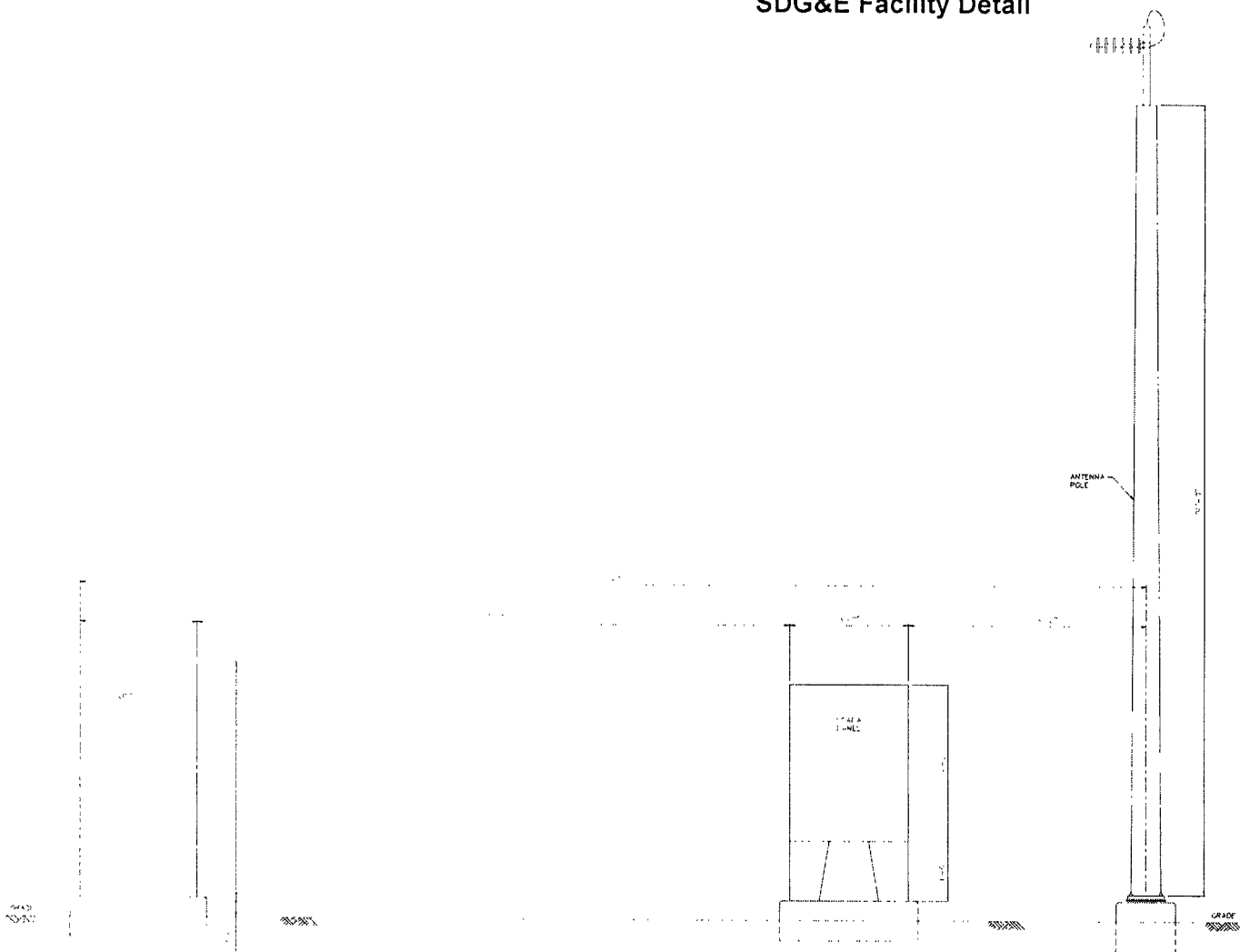
Pipe replacement is scheduled to begin construction on February 6, 2017 and last until April 10, 2017, pending alignment coordination and permitting with the City of Lemon Grove.

Replacement of Pipeline 49-16 Section 4 consists of the installation of above-grade and below-grade construction. Below-grade construction will involve the replacement of approximately 505 feet of 16-inch pipeline, approximately 445 feet of 8-inch pipeline, installation of one 5-foot by 3-foot vault, one 16-inch main line valve and three 8-inch valves. Above-grade construction will involve installation of one linebreak panel (42-inch x 36-inch foundation; approximately 72-inch high cabinet), one SCADA cabinet (42-inch x 36-inch foundation; approximately 72-inch high cabinet), one electrical meter panel (38-inch x 30-inch foundation; approximately 72-inch high cabinet), one communication antenna and pole (24-inch in diameter, height dependent on communication survey).

Sincerely,

Caitlin DeAngelis
Project Manager I
Pipeline Safety Enhancement Plan
San Diego Gas & Electric Company

SDG&E Facility Detail



		San Diego Gas & Electric GAS ENGINEERING	
PROJECT: 6600S4-E-SK-001 DATE: 05/26/16		EXHIBIT	
DRAWING: 6600S4-E-SK-001 SCALE:		PIPELINE SAFETY ENHANCEMENT PLAN 16" SL 49-16 SECTION 4 PIPELINE REPLACEMENT EQUIPMENT ELEVATION	
JOB FILE NO. R.D.A. DESIGNED BY: [blank] CHECKED BY: [blank] CLASS:		SAN 04 20 REV A	

SDG&E
 SPEC Services, Inc.
 1910 Laurel Ave., Suite 100 East
 Fountain Valley, CA 92708
 (714) 963-8077

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 6
Mtg. Date July 19, 2016
Dept. City Manager

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

Staff Contact: Lydia Romero, City Manager

Recommendation:

Receive and file letter from the San Diego County Registrar of Voters.

Item Summary:

On July 13, 2016, the Lemon Grove City Clerk received via electronic mail a letter from the San Diego County Registrar of Voters regarding the verification of signatures for a citizen's initiative. The title of the initiative is "An Initiative to Rescind the Prohibition of Marijuana Dispensaries and add the Marijuana Regulatory Ordinance to the Lemon Grove Municipal Code," and failed to submit enough valid signatures to be placed on the November 8, 2016 ballot.

The total number of signatures submitted for verification was 1,495. Of those submitted signatures only 1,136 were found to be valid signatures. The required number of signatures to qualify the Initiative is 1,172. The measure failed to qualify by 36 signatures. Attached to staff report is the letter received from the San Diego County Registrar of Voters.

Fiscal Impact:

None.

Environmental Review:

Not subject to review

Negative Declaration

Categorical Exemption, Section

Mitigated Negative Declaration

Public Information:

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

Attachments:

Attachment A - Registrar of Voters



County of San Diego

MICHAEL VU
Registrar of Voters

REGISTRAR OF VOTERS
County Operations Center Campus
5600 Overland Avenue, Suite 100, San Diego, California 92123-1266

CYNTHIA L. PAES
Assistant Registrar of Voters

Telephone: (858) 565-5800 Toll-free: 1 (800) 696-0136 TDD: (858) 694-3441
Facsimile: (858) 694-2955 Web Address: www.sdvote.com

July 13, 2016

Susan Garcia, City Clerk
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

Re: Medical Marijuana Dispensaries.

The "AN INITIATIVE TO RESCIND THE PROHIBITION OF MARIJUANA DISPENSARIES AND ADD THE MEDICAL MARIJUANA REGULATORY ORDINANCE TO THE LEMON GROVE MUNICIPAL CODE" petition was filed with the Registrar of Voters on May 31, 2016. As directed by your office, the Registrar of Voters conducted a verification of all 1,495 signatures. **Of this number, a total of 1,136 signatures have been verified to be valid.** Results of the verification process are as follows:

- Number of sections submitted 172
- Number of signatures submitted 1,495
- Number of signatures verified 1,495
- Number of signatures found to be valid 1,136
- Number of signatures found NOT to be valid (Includes 31 duplicates)..... 359
- Number of signatures required for qualification..... 1,172

If you have questions, please contact me at (858) 505-7205 or Norma Westbrook at (858) 505-7302.

CYNTHIA L. PAES
Assistant Registrar of Voters