



# City of Lemon Grove City Council Regular Meeting Agenda

Tuesday, October 18, 2022, 6:00 p.m.

Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945

***For everyone's protection, all attendees must maintain a safe social distance. Face coverings are optional but strongly recommended during the meeting.***

## **City Council**

Racquel Vasquez, Mayor  
Jerry Jones, Mayor Pro Tem  
Jennifer Mendoza, Councilmember  
Liana LeBaron, Councilmember  
George Gastil, Councilmember

A complete agenda packet is available for review on the [City's website](#)

*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**

## **Public Comment**

*Digitally submitted public comments received by the City Clerk at [amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov) will not be read out-loud during the meeting. However, they will be provided to the City Council and remain part of the meeting's records. Per the Lemon Grove Municipal Code Section 2.14.150, live comments are allotted a maximum of three (3) minutes.*

## **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.)*

### 1.A Waive Full Text Reading of All Ordinances on the Agenda

Reference: Kristen Steinke, City Attorney

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

### 1.B City of Lemon Grove Payment Demands

Reference: Joseph Ware, Finance Manager

Recommendation: Ratify Demands

1.C Approval of City Council Meeting Minutes

Reference: Audrey Malone, City Clerk

Recommendation: Approval of City Council Meeting Minutes, meeting of October 4, 2022.

1.D Award an Agreement for Sewer Root Control Services to Duke's Root Control, Inc.

Reference: Izzy Murguia, Public Works Director

Recommendation: Adopt a resolution approving an agreement with Duke's Root Control, Inc. ("Duke's") to provide sewer root control services, and authorize the Executive Director to execute any necessary documents.

1.E Approval of Final Map for Tentative Subdivision Map TM062 located at the Southwest Corner of Palm Street and Camino De Las Palmas

Reference: Michael Fellows, Community Development Manager

Recommendation: Adopt a resolution approving the Final Map for Tentative Map TM0062 and authorize the City Clerk to accept the easements and the Final Map.

1.F Accept Donation From Christopher Williams of a Bumper Pool Table

Reference: Monica Gonzalez, Community Services Specialist and Lydia Romero, City Manager

Recommendation: Accept donation from Mr. Christopher Williams of a Bumper Pool Table for use at the Lemon Grove Recreation Center, 3131 School Lane, Lemon Grove, CA 91945.

**Report(s) to Council:**

2. Employee Equity Compensation Plan

Reference: Lydia Romero, City Manager

Recommendation: Approve the proposed Employee Equity Compensation Plan.

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

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

**City Manager Report**

**Closed Session(s):**

- a. Conference with Legal Counsel – Existing Litigation (Govt Code section 54956.9(d)(1))  
Shawn Farson and Rosalinda Legge v. City of Lemon Grove (SDSC Case No.: 37-2020-00029569-CU-OR-CTL)

**Adjournment**

AFFIDAVIT OF NOTIFICATION AND POSTING

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS  
CITY OF LEMON GROVE )

I, Audrey Malone, City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours, on or before the hour of 6:00 p.m. on October 14, 2022 to the members of the governing agency, and caused the agenda to be posted on the City's website at [www.lemongrove.ca.gov](http://www.lemongrove.ca.gov) and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

/s/: Audrey Malone  
Audrey Malone, City Clerk

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

# City Council Work Plan 2022 - 2023

## Strategic Focus Area: Public Streets and Sidewalks

### Repairs

<b>Street Repairs:</b> Improve streets in poor condition in neighborhoods and near schools and parks	<b>Costs:</b> Staff recommends allocating \$250,000 for streets 25 pci and below	<b>Staff Time:</b> 15-25 hrs – field street analysis; prepare repair plan; prepare bid plans; contract management.	On going
<b>PMP:</b> Implement a Pavement Management Program (PMP) in FY 23	<b>Costs:</b> \$75,000 (carry over from FY 21-22)	<b>Staff Time:</b> 25-30 hrs –prepare bid plans; city council reports and contract management.	Summer/Fall 22

### Traffic Calming

<b>Traffic Calming:</b> Continue traffic control and calming strategies and projects	<b>Costs:</b> Unknown. City was awarded a CalTrans grant to create mobility plan to improve safety especially around schools	<b>Staff Time:</b> 15-25 hrs – grant management, contract preparation, city council reports and contract management.	Summer 22
<b>Vision Zero Plan:</b> Develop Vision Zero Plan for Council review/approval	<b>Costs:</b> Estimate of \$50,000 to \$75,000	<b>Staff Time:</b> 25-30 hrs –prepare bid plans; council reports and contract management.	Summer/Fall 22

## Strategic Focus Area: Revenue, Economic Development, and Budget

### Economic Development

<b>Economic Development Plan:</b> Seek a RFP for an Economic Development Plan	<b>Costs:</b> \$50,000, this is carry over from FY 21-22	<b>Staff Time:</b> 10-15 hrs – prepare bid proposal, contract preparation, city council reports and contract management	On going
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## Budget Expenditures

<b>Equipment, Technology and Resources:</b> Develop a prioritized list of equipment (vehicles, etc.) and technology (computers, programs, etc.) needs for Council review and vote	<b>Costs:</b> Unknown	<b>Staff Time:</b> 15 -20 hrs – prepare report, council presentation	February 23 - Report to be completed for mid-year budget update
<b>Improve Staff Pay and ok Nonmonetary Benefits.</b>	<b>Costs:</b> Varies, depending on City Council's direction	<b>Staff Time:</b> 5 hrs – prepare report, council presentation	On-going

## Strategic Focus Area: Public Safety/Law Enforcement & Homelessness

### Public Safety

<b>Traffic Enforcement:</b> Increase traffic control deputy from half-time to fulltime	<b>Costs:</b> \$233,000. This items will increase the Sheriff's contract in FY 22-23. This item will be built into future budgets, unless directed to remove from City Council.	<b>Staff Time:</b> .5 hrs – notify contracts division of sheriff's department	Summer 22
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## Strategic Focus Area: Community Life

### Communications

<b>Communication Specialist:</b> Increase Communications Specialist from ½ to fulltime	<b>Costs:</b> approximately \$50,000 which includes salary, benefits and retirement costs.	<b>Staff Time:</b> 1 hrs – internal processes in HR and Finance	Summer 22
<b>Council Meetings:</b> A report will be prepared for City Council's consideration that would detail equipment and building costs to provide broadcasting of City Council meetings.	<b>Costs:</b> Will be determined on report to council.	<b>Staff Time:</b> 25-30hrs. The Staff will be dedicated to create the report with several alternatives.	Fall 2022

### Parks/Park Space/Open Space

<b>Rec. Center:</b> Conduct Feasibility study for opening recreation center on Saturdays	<b>Costs:</b> Unknown, until report is completed.	<b>Staff Time:</b> 7 to 10 hrs – research, costs analysis and create report for City Council	Summer 22
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**From:** [Barbara Gordon](#)  
**To:** [George Gastil](#); [Jennifer Mendoza](#); [Jerry Jones](#); [lianalebaron@gmail.com](mailto:lianalebaron@gmail.com); [Raquel Vasquez](#); [Audrey Malone](#)  
**Subject:** Non-agenda Public Comment  
**Date:** Tuesday, October 18, 2022 7:55:56 AM

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Dear City Council Members,

Red Ribbon Week is celebrated annually October 23-31. It's the nation's oldest and largest drug prevention awareness program.

Red Ribbon Week started after the death of Drug Enforcement Administration Special Agent Enrique "Kiki" Camarena, who in 1985 was brutally murdered by drug traffickers he was investigating in Mexico. After his death, people started wearing red ribbons to honor Kiki's sacrifice.

Red Ribbon Week is an environmental strategy, which means it goes beyond schools, churches and other groups into the broader community.

It serves as a catalyst to mobilize communities to educate youth regarding the harms and consequences of drug use, promote a drug-free lifestyle, and encourage the community to participate in drug prevention activities.

Alcohol and other forms of drug abuse in this country have reached epidemic stages, and it is imperative that visible, unified prevention education efforts by communities to eliminate the demand for drugs.

I urge the city to use Red Ribbon Week to create an awareness campaign that disseminates information to the general public about the dangers of drug use.

Drug abuse and addiction have far-reaching consequences that affect family, employment, personal health, health care systems, local communities, and society as a whole.

Thank you,

Barbara Gordon

**From:** [Rebecca Rapp](#)  
**To:** [Audrey Malone](#); [George Gastil](#); [Jerry Jones](#); [Jennifer Mendoza](#); [llebaron@lemongrove.ca.gov](mailto:llebaron@lemongrove.ca.gov); [Raquel Vasquez](#); [Executive Assistant](#)  
**Subject:** New details show a sprawling web of corruption in Southern California cannabis licensing  
**Date:** Tuesday, October 18, 2022 3:41:04 PM

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Good evening mayor Vasquez and council members, my name is Becky Rapp. I'm unable to attend tonight in person but as a public health educator, I'm concerned with the lack of prevention messaging of high potency THC marijuana products. It seems the marijuana industry has the ear of some cities as policy moves forward benefitting those profiting. Many local doctors working on the front lines of the mental health crisis have stated their concerns along with new, current studies that point to the detrimental harms high-potency marijuana can have, especially on the developing brain. Information that should not be ignored.

An article posted in the LA times Saturday titled, "New details show a sprawling web of corruption in Southern California cannabis licensing." The article describes how California lawmakers called for a statewide task force to crack down on corruption. Details are emerging in a bribery scandal and pay-to-play schemes. The counties that have been investigated are the Inland Empire, San Gabrielle Valley, and Southwest Los Angeles County.

The article goes on to describe that in some instances, government officials took on dual roles as lobbyists or consultants for pot interests. In fact, more than a dozen government officials statewide who received income ranged from thousands of dollars to hundreds of thousands from marijuana companies or had interests in pot businesses while still in office.

In no way am I saying Lemon Grove is involved in backyard transactions with the marijuana industry but it is curious as to why policy gets approved to profit in the industry and the community voice along with local healthcare professionals seems to be ignored. Perhaps more prevention messaging and counter-advertising would be appropriate, sending the message that you're listening.

Thank you



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.A  
**Meeting Date:** October 18, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Kristen Steinke, City Attorney  
**Item Title:** **Waive the Full Text Reading of all Ordinances**

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

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.B  
**Meeting Date:** October 18, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Joseph Ware, Finance Manager  
[jware@lemongrove.ca.gov](mailto:jware@lemongrove.ca.gov)  
**Item Title:** **City of Lemon Grove Payment Demands**

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**Recommended Action:** Ratify Demands.

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Joseph Ware, Finance Manager

For Council Meeting: 10/18/22

ACH/AP Checks 09/27/22-10/07/22 1,812,194.22

Payroll - 10/04/22 145,258.02

**Total Demands 1,957,452.24**

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Sep20 22	US Treasury	09/27/2022	Federal Taxes 9/20/22	24,916.12	24,916.12
ACH	83562983	WEX Bank	09/30/2022	Fuel - Fire Dept/Animal Control/Code Enf - Aug'22	3,599.99	3,599.99
ACH	Sep22	Wage Works	09/30/2022	FSA Reimbursement - Sep'22	3,228.99	3,228.99
ACH	Oct22	Pers Health	10/04/2022	Pers Health Insurance - Oct'22	52,434.07	52,434.07
ACH	Sep22	Sedgwick Claims Management Services, Inc.	10/04/2022	CLG Workers Comp Claims - Sep'22	969.75	969.75
ACH	Aug10-Sep6 22	California Public Empl Retirement System	10/05/2022	Pers Retirement 8/10/22-9/6/22	67,245.82	67,245.82
ACH	Oct4 22	Employment Development Department	10/05/2022	State Taxes 10/4/22	11,591.91	11,591.91
ACH	8/12/2022 8/1/2022 8/10/2022 8/1/2022 7/30/2022 8/1/2022 7/29/2022 8/7/2022 8/4/2022 9912605577 9913348492 9913348493 CB 091222	Wells Fargo	10/05/2022	Cox - Calsense Modem Line: 2259 Washington 8/11/22-9/10/22 Cox - Calsense Modem Line: 7071 Mt Vernon/Berry St Pk 8/1-31/22 Cox - Calsense Modem Line: 8235 Mt Vernon/Berry St Pk 8/9/22-9/8 Cox - Phone/City Hall 8/1/22-8/31/22 Cox - Internet/Comm Ctr- 7/30/22-8/29/22 Cox - MainPhone/Fire 8/1/22-8/31/22 Cox - City Hall Fire Alarm 7/27/22-8/26/22 Cox - PEG Circuit Svc- 8/7/22-9/6/22 Cox - Phone/Internet/Rec Ctr/3131 School Ln- 8/4/22-9/3/22 Verizon - Modems - Cardiac Monitors - 7/4/22-8/3/22 Verizon - City Phone Charges- 7/13/22-8/12/22 Verizon - PW Tablets- 7/13/22-8/12/22 Wells Fargo - Cash Back Award Stmt 9/12/22	27.54 27.54 80.39 807.78 110.39 487.01 93.86 160.70 341.77 42.12 189.32 141.36 -198.47	2,311.31
ACH	Aug22	San Diego County Sheriff's Department	10/06/2022	Law Enforcement Services - Aug'22	547,432.02	547,432.02
ACH	13755278	LEAF	10/07/2022	Ricoh C3502 Copier System-PW Yard - Sep'22	138.27	138.27
ACH	Sep21-Oct4 22	Calpers Supplemental Income 457 Plan	10/07/2022	457 Plan 9/21/22-10/4/22	21,896.09	21,896.09
16293	8/13/22-9/12/22	AT&T	09/28/2022	Phone Service 8/13/22-9/12/22	99.48	99.48
16294	5656106141	AutoZone, Inc.	09/28/2022	Diesel Exhaust Fluid/Cleaner/Degreaser	58.71	58.71
16295	L1881 L2001	Aztec Landscaping Inc	09/28/2022	Landscape Mgmt Svc - Aug'22 Landscape Mgmt Svc - Sep'22	9,759.72 9,759.72	19,519.44
16296	INV5833	Azteca Systems, LLC	09/28/2022	Cityworks Update & Support - 9/25/22-9/24/23	15,675.00	15,675.00
16297	5424262	Bearcom Group Inc.	09/28/2022	Portable Radios Monthly Contract 8/22/22-9/21/22	150.00	150.00
16298	Sep2022	Benefit Coordinators Corporation (BCC)	09/28/2022	Dental Insurance- PPO -Sep'22	4,235.90	4,235.90
16299	290024-Aug22 290025-Aug22 290026-Aug22 290027-Aug22 290028-Aug22 290029-Aug22 290030-Aug22 290031-Aug22 290032-Aug22 290033-Aug22 290034-Aug22	Burke, William, & Sorensen, LLP	09/28/2022	08250-0001 General Aug'22 08250-0002 Code Enf Aug'22 08250-0005 Aug'22 08250-0009 Aug'22 08250-0010 Aug'22 08250-0012.002 Aug'22 08250-0011.002 Aug'22 08250-0011.004 Aug'22 08250-0008 Aug'22 08250-0011.003 Aug'22 08250-0011.005 Aug'22	10,458.00 33.20 116.20 132.80 332.00 1,842.60 448.20 2,116.10 46,901.93 2,922.65 1,830.49	67,134.17
16300	2022.4488 2022.4490 2022.4492	Chen Ryan Associates Inc.	09/28/2022	Prof Svc: Connect Main St Ph 3 thru 9/3/22 Prof Svc: Connect Main St Ph 1-2 thru 9/3/22 Prof Svc: Sidewalk Master Plan (Contract 2022.27) thru 9/3/22	6,631.75 7,930.50 10,342.21	24,904.46
16301	1000339262	City of San Diego	09/28/2022	Fuel Services-PW: Aug'22	4,370.02	4,370.02
16302	3150	Clark Telecom & Electric Inc.	09/28/2022	Street Light Dig-Alert Markouts - Aug'22	812.70	812.70
16303	212254-23	County of San Diego- Environmental Health	09/28/2022	Unified Program Facility Permit Renewal- 10/31/22-10/31/23	548.00	548.00
16304	7411 7412 7413	D- Max Engineering Inc	09/28/2022	0 Mt Vernon St Inspections 8/1/22-8/31/22 1993 Dain Dr Inspections 8/1/22-8/31/22 7508 Church St Inspections 8/1/22-8/31/22	314.25 522.25 314.25	3,414.38

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
	7414			7946 Broadway Kelvin Inspections 8/1/22-8/31/22	356.25	
	7418			8016 Broadway Inspections 8/1/22-8/31/22	425.00	
	7419			8373 Broadway Inspections 8/1/22-8/31/22	286.25	
	7420			Golden Doors Inspections 8/1/22-8/31/22	570.13	
	7421			Noble St Inspections 8/1/22-8/31/22	313.00	
	7422			Vista Azul Inspections 8/1/22-8/31/22	313.00	
16305	Estrada	Estrada, Karen	09/28/2022	Refund/Estrada, Karen/Jumper Permit - LGP - 9/17/22	40.00	40.00
16306	66728	EW Truck & Equipment Company, Inc.	09/28/2022	LGPW#32 '14 GapVax - Replace Flex Pipe	146.75	146.75
16307	172111	Fire Etc	09/28/2022	Foam Concentrate	1,302.23	1,302.23
16308	263755	GB Auto Service, Inc.	09/28/2022	Alignment/Replace Coolant & Brake System Fluids -LGPW#20	393.80	393.80
16309	AR012730	Grossmont Union High School District	09/28/2022	Envelopes #10 - 2000 Regular/3000 Window	243.00	243.00
16310	54405 54406	Harris & Associates Inc.	09/28/2022	Sanitation Dist Financial Consulting Svcs 7/31/22-8/27/22 Prof Svcs:Lighting Dist Financial Consulting Svcs7/31/22-8/27/22	8,203.32 3,210.12	11,413.44
16311	SIN021767	HDL Coren & Cone	09/28/2022	21/22 ACFR Statistical Package	695.00	695.00
16312	72020	Horrocks Engineers Inc	09/28/2022	Prof Eng Svcs: FY19/20 Sewer Rehab Proj thru 8/31/22	733.00	733.00
16313	11128	I.B. Trophies & Awards	09/28/2022	New Fire Name Badge	21.16	21.16
16314	INV626428	LN Curtis & Sons	09/28/2022	G-Xtreme Jacket/Pants - GPS Globe Custom	3,152.23	3,152.23
16315	INV41745	Logicopy	09/28/2022	Ricoh C3502 Copier Contract Charge- PW Yard-9/7/22-10/6/22	51.58	51.58
16316	5419559	Mallory Safety and Supply, LLC	09/28/2022	Nitrile Gloves	436.40	436.40
16317	7532	Great Western Tire	09/28/2022	Backhoe/Loader - 4 Tires & Installation	1,842.52	1,842.52
16318	76638515 76638515	Occupational Health Centers of CA	09/28/2022	Medical Exam - 9/7/22 Medical Exam - 9/13/22	41.00 105.00	146.00
16319	83104	Pacific Safety Center	09/28/2022	Annual Membership Renewal 11/1/22-10/31/23	145.00	145.00
16320	197697	Penske Ford	09/28/2022	LGPW#16 '14 Ford F150- Replace Brake Pads/Purge Valve/Fuel Pump	901.41	901.41
16321	PD-51893 PD-51894	Plumbers Depot Inc	09/28/2022	Sewer Camera- Replace Neck Quad/Wiper Seals Sewer Camera- Install OZ3 Sonde Kit	516.33 2,951.00	3,467.33
16322	32685284	RCP Block & Brick, Inc.	09/28/2022	Bulk Concrete Sand	222.51	222.51
16323	19570A(7) 90332	Rick Engineering Company	09/28/2022	Prof Svc: FY21-22 Sewer Replacement & Maint Proj (2021-24) Aug22 Prof Svc: City Engineer 7/30/22-8/26/22	9,705.03 64,869.52	74,574.55
16324	108	RXR Plumbing, Inc.	09/28/2022	Plumbing Repair - Fire Stn 8/31/22	275.00	275.00
16325	155799PS	SCA of CA, LLC	09/28/2022	Street Sweeping/Parking Lot/Power Washing/Bus Shelters - Aug'22	6,428.55	6,428.55
16326	9/21/2022 9/21/2022	SDG&E	09/28/2022	3225 Olive- 8/23/22-9/21/22 3500 1/2 Main- 8/23/22-9/21/22	273.55 137.16	410.71
16327	123308945-001 123338901-001	SiteOne Landscape Supply, LLC	09/28/2022	Rain Gear 3 Piece E-Z Reachers	76.11 116.59	192.70
16328	81783 81784 81785	Southwest Signal Service	09/28/2022	Traffic Signal Service Calls - Aug'22 Underground Service Alert - Aug'22 Bi-Monthly Traffic Signal Maintenance - Aug'22	2,678.51 42.72 1,110.72	3,831.95
16329	09222022	State Disbursement Unit	09/28/2022	Wage Withholding Pay Period Ending 9/22/22	160.47	160.47
16330	18028R	Statewide Stripes, Inc.	09/28/2022	CUPCCA 2022-04 West Side City Striping (Re-stripe): Retention	3,255.81	3,255.81
16331	22-2300654	Underground Service Alert of SC	09/28/2022	State Fee/Regulatory Monthly Costs/Dig Alert 2021	35.10	35.10
16332	820220401	Underground Service Alert/SC	09/28/2022	62 New Ticket Charges - Aug'22	118.50	118.50
16333	19349	United Truck Driving School	09/28/2022	CDL Training & Test Prep - Class A License - Camarena	4,550.00	4,550.00
16334	22569	Van Dermyden Makus	09/28/2022	Legal Svcs: Matter 02418 thru 8/31/22	1,341.87	1,341.87
16335	81178793 81179053 81183758 81191362	Waxie Sanitary Supply	09/28/2022	Janitorial Supplies - Fire Janitorial Supplies - Fire Janitorial Supplies - Fire Janitorial Supplies - Fire	731.33 176.15 124.61 64.37	1,096.46
16336	STMT 8/22/2022 STMT 8/22/2022 STMT 8/22/2022 STMT 8/22/2022 STMT 8/22/2022 STMT 8/22/2022 STMT 8/22/2022	US Bank Corporate Payment Systems	09/28/2022	Regis & Transp/CalChiefs Conf/Hayward 9/13/22-9/15/22 Batteries/Icemaker Kit & Lines/Flagpole Light Vacuum/Fire Stn Supplies/Lightbulbs Station Dinner (Water Shutoff) Locker Sticker - Perez Assoc of Enviro Pro/CEQA 2022	607.95 705.40 358.86 85.23 177.14 10.70 41.03	10,010.93



CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
	STMT 8/22/2022			Comm Specialist/Buffer Plan	36.00	
	STMT 8/22/2022			Frames for Proclamations	10.78	
	STMT 8/22/2022			Job Postings/PW Oper/Sr Mgmt Analyst/Fire Insp	1,849.00	
	STMT 8/22/2022			CalPELRA Membership/Hidalgo	380.00	
	STMT 8/22/2022			LGPW#01 '12 Dump Truck Windshield Repair	775.39	
	STMT 8/22/2022			Daycamp/Movie Day 7/27/22	979.00	
	STMT 8/22/2022			Supplies/Concerts in the Park	8.19	
	STMT 8/22/2022			Daycamp Supplies	509.23	
	STMT 8/22/2022			Daycamp/Padres Game 8/3/22	46.00	
	STMT 8/22/2022			Daycamp/Field Day 8/10/22	171.10	
	STMT 8/22/2022			Supplies/Movies in the Park	441.82	
	STMT 8/22/2022			Supplies/Trunk or Treat	24.14	
	STMT 8/22/2022			Flags	591.11	
	STMT 8/22/2022			Nameplates/Clark/Burns/Fellows	38.79	
	STMT 8/22/2022			Zoom Subscription - Online Mtgs	93.99	
	STMT 8/22/2022			Virtual Time App - City Mtgs	19.99	
	STMT 8/22/2022			HP Gear Oil	177.93	
	STMT 8/22/2022			Carpet Cleaning - City Hall	1,837.16	
	STMT 8/22/2022			CSMFO Meeting/Ware 7/27/22	35.00	
16337	7712	Aguirre & Associates	10/05/2022	Vista Azul Map Check - Aug'22	287.50	1,507.50
	7718			8373 Broadway Map Check - Aug'22	675.00	
	7719			Alford St & Harris St Dedication Docs - Aug'22	545.00	
16338	18813893	AT&T	10/05/2022	Fire Backup Phone Line- 8/22/22-9/21/22	48.06	48.06
16339	5136	Biomechanics Advanced	10/05/2022	Legal Svcs: GHC0019886	2,372.50	2,372.50
16340	Jan-Mar22	California Building Standards Commission	10/05/2022	BSA Fees: Jan-Mar'22	140.40	140.40
16341	Nov 2022	California Dental Network Inc	10/05/2022	California Dental Insurance -Nov'22	240.09	240.09
16342	306	City of El Cajon	10/05/2022	Overtime Reimbursement - Kelsen 9/7/22	1,437.24	11,395.44
	306			Overtime Reimbursement - Lucci 9/3/22	1,122.68	
	310			Overtime Reimbursement - Belloli 8/31/22	1,473.04	
	310			Overtime Reimbursement - Shaba 8/30/22	1,334.48	
	HFTA- Qtr 1 FY22/23			HFTA Fees - QTR 1 FY22/23	6,028.00	
16343	10022220560	DAR Contractors	10/05/2022	Animal Disposal- Sep'22	162.00	162.00
16344	Jan-Mar22	Department of Conservation	10/05/2022	Qtrly SMIP Fees - Jan-Mar'22	787.56	787.56
16345	0920229905	Domestic Uniform Rental	10/05/2022	Shop Towels & Safety Mats 9/20/22	53.35	53.35
16346	17929	Eagle Paving Company, Inc	10/05/2022	CUPCCA #2202-03 FY2021-22 Street Rehab Project- Various Locations	758,826.42	758,826.42
16347	INV1023500	George Hills Company	10/05/2022	Legal Svcs - GHC0025482 Jul'22	103.40	923.00
	INV1023500			Legal Svcs - GHC0031036 Jul'22	319.60	
	INV1023812			Annual MMSEA Acct Maintenance Fee - 7/1/22-6/30/23	500.00	
16348	IN319320	Geotab USA, Inc.	10/05/2022	Monthly ProPlus Plan	197.50	197.50
16349	13165	Great Western Tire	10/05/2022	LGPW#20 '00 GMC 2500 - 4 Tires & Installation	779.39	779.39
16350	9206839625	HD Supply Facilities Maintenance, Ltd.	10/05/2022	Pet Waste Bags	394.88	394.88
16351	082522-03	Heartland Fire Training Facility	10/05/2022	Firefighter Course Driver Operator 1A- 8/25/22 Ledford/Shaba	750.00	750.00
16352	10/4/22	ICMA	10/05/2022	ICMA Deferred Compensation Pay Period Ending 10/4/22	780.77	780.77
16353	1773	Janazz, LLC SD	10/05/2022	IT Services- City Hall- Sep'22	2,500.00	2,500.00
16354	153381	Knott's Pest Control, Inc.	10/05/2022	Monthly Bait Stations- Civic Ctr- Sep'22	60.00	120.00
	153380			Monthly Bait Stations- Sheriff- Sep'22	60.00	
16355	884	Kramer Workplace Investigations	10/05/2022	Legal Svcs: thru 9/29/22	3,142.50	3,142.50
16356	INV631582	LN Curtis & Sons	10/05/2022	G-Xtreme Jacket/Pants - GPS Globe Custom - Perez	3,667.20	3,667.20
16357	7998	North County EVS, Inc.	10/05/2022	E10 Replace Cab Lift Cylinder Bearings/Diagnose Foam Issue/Mount	692.40	6,835.15
	8000			E210 AM Service & Safety Inspection/Replace MDC Mount/Cam Seals/	6,142.75	
16358	23400694	Public Risk Innovation Solutions & Mgmt	10/05/2022	Employee Assistance Program - Oct-Dec 22	298.41	298.41
16359	INV00059244	RapidScale Inc.	10/05/2022	Virtual Hosting/Back Up Svc/Cloud Storage/Svr 9/30/22-10/30/22	4,344.78	4,344.78
16360	5809	Spring Valley Lawn Mower Shop	10/05/2022	Carb Repair Kit/Motor Oil/Maintenance Kit - PW/Streets	123.52	123.52
16361	Sunpower Solar	Sunpower Solar	10/05/2022	Refund/Sunpower Solar/7 Permits B22-0560 to 0566	3,481.24	3,481.24
					1,812,194.22	1,812,194.22



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.C  
**Meeting Date:** October 18, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Audrey Malone, City Clerk  
[amalone@lemongrove.ca.gov](mailto:amalone@lemongrove.ca.gov)  
**Item Title:** **Approval of City Council Meeting Minutes**

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**Recommended Action:** Approval of City Council Meeting Minutes, meeting of October 4, 2022.

**Environmental Review:**

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

**Fiscal Impact:** None.

**Public Notification:** None.

**MINUTES OF THE REGULAR MEETING  
OF THE LEMON GROVE CITY COUNCIL  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA 91945  
TUESDAY, October 4, 2022 at 6 PM**

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

**Call To Order:**

Mayor Vasquez called the Regular City Council Meeting to order at 6:00 pm

**Present:**

Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember Liana LeBaron, and Councilmember George Gastil.

Absent: None.

**Staff Members Present:**

Lydia Romero, City Manager, Kristen Steinke, City Attorney, Steve Swaney, Fire Chief, Patrick McEvoy, San Diego Sheriff's Lieutenant, and Audrey Malone, City Clerk, Izzy Murguia, Public Works Director and Ed Walton, Contracted City Engineer.

**Pledge of Allegiance:**

Led by Councilmember Mendoza.

**Changes to the Agenda:**

Councilmember LeBaron makes a motion to pull item 1.B City of Lemon Grove Payment Demands, no second to the motion, motion fails.

**Presentation:**

Fire Chief Steve Swaney presents on Fire Prevention Week.

Mayor Vasquez presents a proclamation in support of Fire Prevention Week.

**Public Comment:**

Email Submitted:

- Rebecca Rapp
- Alayna Maldonado

In-Person:

- Elizabeth Villasenor Green
- Rosalind Turner
- Erica Balakian
- Arthur Green
- Rachel Peters
- Gary Elbert
- Laura Hook
- Stephen Cadiero (submitted 5 photographs into the record)
- John L. Wood
- Chris Williams

**Consent Calendar:**

- 1.A Waive Full Text Reading of All Ordinances on the Agenda
- 1.B City of Lemon Grove Payment Demands
- 1.C Approval of City Council Meeting Minutes, September 20, 2022
- 1.D Contract Extension with Clark Telecom and Electric, Inc.

**Action:** Motion by Mayor Pro Tem Jones, second by Councilmember Mendoza to approve the Consent Calendar.

**The motion passed by the following vote:**

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

**Noes:** LeBaron.

**Report(s) to Council:**

- 2. Award an Agreement for the 2022 Pavement Management Program Update to NCE

Report presented by Ed Walton, Contracted City Engineer.

**Public Comment:**

Email Submitted: None.

In-Person: None.

Council have questions and comments for staff.

**Action:** Motion by Mayor Pro Tem Jones, second by Councilmember Mendoza to approve a resolution authorizing the City Manager or her designee to negotiate a professional services agreement with NCE to update the Pavement Management Program, and authorize the City Manager to execute any necessary documents.

**The motion passed by the following vote:**

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

**Noes:** LeBaron.

- 3. Kunkel Park – Council Request

Mayor Vasquez introduced City Manager Lydia Romero who advised that the item is Council driven by Councilmember Mendoza and Councilmember Gastil. Councilmember. Mendoza and Councilmember Gastil present the idea for discussion to allow the Kunkel Park basketball courts to be used for Pickleball.

**Public Comment:**

Email Submitted:

- Andrea Bazar
- Eyvind Sunberg

In-Person:

- Juliet DeAmiris
- Teresa Rosiak-Proffit
- Jessyka Heredia
- Chris Williams

Council deliberated.

**Action:** Mayor Pro Tem Jones makes a motion to approve the request to allow for the usage of the Kunkel Park basketball courts for pickleball and direct staff to research the cost of striping the court as well as the cost of nets for pickleball.

**The motion passed by the following vote:**

**Ayes:** Vasquez, Jones, Mendoza, Gastil, LeBaron.

**Noes:** None.

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

#### **Councilmember Mendoza**

- New Lemon Grove Mobile Farmers Market

#### **Councilmember LeBaron**

- Meeting with Soulyah Walan at Mobile Farmers Market
- Meeting with residence concerning Palm/San Miguel and Lemon Grove Ave intersection

#### **Councilmember Gastil**

- No Report

#### **Mayor Pro Tem Jones**

- No Report

#### **Mayor Vasquez**

- SANDAG Board of Directors Meeting
- Grossmont Union District Dedication Ceremony
- News Conference – Wellgreens Partnership
- Sister Cities International Hispanic Heritage Month Celebration
- 2022 Illumina Gala
- County of San Diego Press Conference
- Lemon Grove Historical Society High Tea

#### **City Manager Report**

- CIP project updates will continue being in the weekly Council newsletter
- Introduce new Public Works Director, Izzy Murguia

Mayor Vasquez introduces City Attorney Kristen Steinke to adjourn the meeting into Closed Session.

#### **Closed Session**

- a. Conference with Legal Counsel – anticipated litigation (Govt C §54956.9(d)(2)-(4))

City Attorney Steinke adjourns the meeting at 7:42pm.

Mayor Vasquez and Councilmember LeBaron recused themselves from Closed Session.

City Attorney Steinke reconvenes meeting from Closed Session at 8:20pm and announced there is no reportable action from closed session.

Mayor Pro Tem Jones adjourns the meeting at 8:21pm.

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Audrey Malone, City Clerk



# LEMON GROVE SANITATION DISTRICT

## DISTRICT BOARD STAFF REPORT

**Item No.** 1.D  
**Meeting Date:** October 18, 2022  
**Submitted to:** Honorable Chair and Members of the District Board  
**Department:** Public Works / Sanitation Department  
**Staff Contact:** Izzy Murguia, Public Works Director  
[imurguia@lemongrove.ca.gov](mailto:imurguia@lemongrove.ca.gov)  
**Item Title:** **Award an Agreement for Sewer Root Control Services to Duke's Root Control, Inc.**

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**Recommended Action:** Adopt a resolution (**Attachment A**) approving an agreement with Duke's Root Control, Inc. ("Duke's") to provide sewer root control services, and authorize the Executive Director to execute any necessary documents.

**Summary:** The Lemon Grove Sanitation District ("District") sanitary sewer system is in need of ongoing maintenance. One vital aspect of annual system maintenance is using a root foam to eliminate roots that have infiltrated the District's sewer main lines throughout the Lemon Grove city limits.

The District's previous agreement for sanitary system root control expired June 30, 2022. As an alternative to the formal bidding process for services, the Lemon Grove Municipal Code authorizes the District to procure supplies, services and/or equipment by contract or agreement "from a vendor at a price established by another public agency when the other agency has made their purchase in a competitive manner." The City of Palo Alto recently awarded an agreement to Duke's following a competitive bid process. The scope of work in Palo Alto's agreement very closely matches the District's requirements for root control service. District staff has determined this approach will ensure maximum efficiency and optimal pricing in chemical root control services.

**Discussion:** The District owns and operates a 68-mile municipal wastewater collection system. Within this system, root intrusion from trees occasionally blocks sewer flows and causes sanitary system blockages. To control root intrusion, the District treats its sanitary sewer system with approved chemical herbicide as part of its sanitary sewer maintenance

program. The herbicide eliminates tree roots and prevents future root growth. Sanitary sewer line segments are selected for root control based on several factors, including: blockages caused by root infiltration, video inspection, maintenance records, age of pipe, pipe material, and above-ground conditions, such as trees. Staff anticipates the level of service required over the initial term of the agreement to increase due to catching up on deferred maintenance from the past two years. Subsequent years will level off to pre-pandemic levels.

The chemical product used by Duke's is deemed acceptable by the City of San Diego, which conveys and treats the District's sewage, and is registered by the Environmental Protection Agency and California Department of Pesticide Regulation for use in sanitary sewer pipes. Additionally, Duke's allows the use of District-owned equipment to work in treated pipes during its 2-year warranty period. Thus, the use of the District's sanitary sewer mainline hydro jet-rodding equipment will not void the warranty. The warranty for work is very comprehensive as Duke's will reapply treatment if roots regrow in the line during the warranty period, at no additional cost to the District. After the initial application, selected sanitary sewer line segments are re-treated every third year as part of the District's sanitary sewer maintenance program.

The agreement's total not to exceed amount will be \$250,000 for sanitary sewer chemical control services if all options to extend are exercised. The length of the agreement is for two (2) years, with an option to extend the agreement for three (3) separate one-year terms. Extensions are subject to District Board appropriation of funds and mutual agreement by both parties.

**Environmental Review:**

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

**Fiscal Impact:** The average annual cost of root control services is estimated to equal up to \$50,000 for a total not to exceed amount of \$250,000 if all options to extend the agreement are exercised. Funds are budgeted from account number 15-0000-5470.

**Public Notification:** None.

**Staff Recommendation:** Adopt a resolution (**Attachment A**) approving an agreement with Duke's Root Control, Inc. for Sewer Root Control Services (Agreement No. 2023-02), and authorize the Executive Director to execute any necessary documents.

**Attachments:**  
**Attachment A – Resolution**



**RESOLUTION NO. 2022 - \_\_\_\_**

**A RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE  
SANITATION DISTRICT, APPROVING AN AGREEMENT WITH DUKE'S  
ROOT CONTROL, INC. FOR SANITARY SEWER ROOT CONTROL  
SERVICES (AGREEMENT NO. 2023-02)**

**WHEREAS**, the District owns and maintains a 68-mile sanitary sewer system;  
and

**WHEREAS**, within the system, root intrusion from trees occasionally blocks  
sewer flows and causes sanitary sewer blockages; and

**WHEREAS**, the District treats its sanitary sewer system with approved chemical  
herbicide as part of its sanitary sewer maintenance program; and

**WHEREAS**, The City of Lemon Grove Municipal Code authorizes the District to  
procure services from a vendor at a price established by another public agency when the  
other agency has made their purchase in a competitive manner; and

**WHEREAS**, on April 28, 2022, following a competitive bid process, the City of  
Palo Alto, California entered into an agreement with Duke's Pest Control, Inc. to provide  
root control services; and

**WHEREAS**, District staff has determined procuring these services utilizing  
prices established in the Palo Alto agreement will ensure maximum efficiency and optimal  
pricing in chemical root control services; and

**WHEREAS**, the District Board finds it in the public interest that a two-year  
agreement with an option to extend the agreement for three (3) separate one-year terms  
for said services be awarded to Duke's Root Control, Inc.

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

1. Awards an agreement in the amount not to exceed two hundred fifty thousand dollars (\$250,000) to Duke's Root Control, Inc. (Exhibit 1), if all options to extend are exercised; and
2. Authorizes the Executive Director or her designee to execute said agreement documents.

***PASSED AND ADOPTED*** on October 18, 2022, the District Board of the Lemon Grove Sanitation District of Lemon Grove, California, adopted Resolution No. 2022-\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***

# EXHIBIT 1

## AGREEMENT

### AGREEMENT BY AND BETWEEN THE LEMON GROVE SANITATION DISTRICT AND DUKE'S ROOT CONTROL, INC.

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the LEMON GROVE SANITATION DISTRICT, a municipal corporation (the "DISTRICT"), and Duke's Root Control, Inc. (the "CONSULTANT").

### RECITALS

WHEREAS, the DISTRICT desires to employ a CONSULTANT to provide sewer root control services (Contract No. 2023-02).

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

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

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

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

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth in Exhibit "A" (Attached).

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

3. **PROJECT COORDINATION AND SUPERVISION.** The Executive Director (or designee) hereby is designated as the Project Coordinator for the DISTRICT and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Tom Edwards is designated as the Project Manager for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" will not exceed Two Hundred Fifty Thousand dollars (\$250,000) if all options to extend are exercised without prior written authorization from the DISTRICT. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the DISTRICT.

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

5. **LENGTH OF AGREEMENT.** This agreement will expire two years from the effective date.

6. **OPTIONS TO EXTEND AGREEMENT.** The DISTRICT reserves the following rights to extend the term of this Agreement.

a. The DISTRICT may, at its sole discretion, extend this Agreement on a 12-month basis not to exceed three (3) additional twelve (12) month renewal terms by giving written notice thereof to Consultant not less than thirty (30) calendar days before the end of the Agreement term.

b. The DISTRICT has a one-time option to extend the Agreement for a period not to exceed one hundred and twenty (120) days by giving written notice thereof to Consultant not less than five (5) calendar days before the expiration of any Agreement year.

If the DISTRICT exercises any of the above-described options, the Agreement prices shall be adjusted in accordance with Section 7 of this Agreement

7. **COMPENSATION ADJUSTMENT UPON EXERCISE OF OPTION TO EXTEND.** Unit costs quoted shall remain firm for the initial two-year Agreement term.

One (1) price increase may be allowed for each option period as the result of:

a. Manufacturer or supplier price increases in the product(s) offered

- b. Governmental or regulatory agency increases to the trade
- c. Regional Consumer Price Index (CPI) increases to the industry

Any request for a price increase must be substantiated with documentation from a manufacturer, supplier, or governmental agency and must be submitted in writing at least thirty (30) days prior to the effective date of the increase. The DISTRICT will be the sole judge of acceptable option year price increases should it decide to exercise its option to extend under this Agreement.

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

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

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

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

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

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial

inducement to the DISTRICT for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the DISTRICT. Nothing herein contained is intended to prevent the CONSULTANT from employing or hiring as many employees, or subconsultants, as the CONSULTANT may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONSULTANT with its subconsultant(s) shall require the subconsultant to adhere to the applicable terms of this Agreement.

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

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

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

13. **STANDARD OF CARE.**

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

B. Unless disclosed in writing prior to the date of this agreement, the CONSULTANT warrants to the DISTRICT that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment,

arbitration or litigation proceedings concerning the CONSULTANT's professional performance or the furnishing of materials or services relating thereto.

C. The CONSULTANT is responsible for identifying any unique products, treatments, processes or materials whose availability is critical to the success of the project the CONSULTANT has been retained to perform, within the time requirements of the DISTRICT, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the DISTRICT otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the DISTRICT are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this subparagraph will render the CONSULTANT liable to the DISTRICT for any increased costs that result from the DISTRICT's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

14. **NON-DISCRIMINATION PROVISIONS.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONSULTANT will take positive action to 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. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the DISTRICT setting forth the provisions of this non-discrimination clause.

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

The CONSULTANT shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the DISTRICT. In its performance hereunder, the

CONSULTANT shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

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

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

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

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

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

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

C. Comprehensive general liability insurance, with minimum limits of



\$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

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

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

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

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

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

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

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

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

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

irrespective of the actual amount of attorney's fees incurred by the prevailing party.

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

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

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

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

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

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

21. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or

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

To the DISTRICT:  
Lydia Romero, Executive Director  
Lemon Grove Sanitation District  
3232 Main Street  
Lemon Grove, CA 91945-1701

To the CONSULTANT:  
Tom Edwards, Pacific Regional Manager  
Duke's Root Control, Inc.  
23575 Cabot Blvd., Suite 208  
Hayward, CA 94545

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

22. **CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.**

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

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

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

The CONSULTANT shall be strictly liable to the DISTRICT for all damages, costs or expenses the DISTRICT may suffer by virtue of any violation of this Paragraph 22 by the CONSULTANT.

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

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

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

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

**LEMON GROVE SANITATION DISTRICT**

**CONSULTANT**

*(Corporation – signatures of two corp. officers) (Partnership – one signature) (Sole proprietorship – one signature)*

By: \_\_\_\_\_  
Lydia Romero

By: \_\_\_\_\_  
*(Name 1)*

Executive Director \_\_\_\_\_  
*(Title)*

\_\_\_\_\_   
*(Title)*

\_\_\_\_\_   
*(Date)*

\_\_\_\_\_   
*(Date)*

*(Name 2)*

\_\_\_\_\_

*(Title)*

\_\_\_\_\_

*(Date)*

\_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kristen Steinke

By: \_\_\_\_\_  
*(Name)*

DISTRICT Attorney \_\_\_\_\_  
*(Title)*

\_\_\_\_\_   
*(Title)*

\_\_\_\_\_   
*(Date)*

\_\_\_\_\_   
*(Date)*

**EXHIBIT A**  
**SCOPE OF SERVICES**

CONSULTANT shall perform root foaming application in accordance with the following conditions:

**A. Chemical Application**

1. Application of the chemical root control agent shall be by foaming in accordance with the best-recommended practice for conditions present in the line under treatment. All foaming procedures shall be in strict accordance with the instructions on the container label.

2. A foam discharge hose shall be inserted throughout the entire length of the sewer section to be treated. Acceptable methods of conveying the foam discharge hose through the sewer section are: 1) manually or mechanically inserting or shoving the foam discharge hose through the section, or 2) floating a rope through the sewer section and using the rope to pull the foam discharge hose into the section.

3. The foam shall be pumped under sufficient pressure to assure that the entire sewer section is completely filled with foam, and to assure that the foam passes into each lateral pipe to a distance of 5 feet from the main line. Sewer service to property owners shall not be interrupted nor shall chemical agents reach the home or business. The Consultant must beware that excessive discharge pressure, and/or excessive quantities of material may cause foam to enter houses, or travel up forward clean-outs onto lawns.

4. Hose retrieval rates must be timed to evenly distribute the full quantity of foam throughout the entire area of treatment.

5. When required to enter or work within a manhole, the Consultant's employees and subcontractors shall in addition to abiding by the confined space regulations/requirements of OSHA shall also abide by any requirements spelled out by either the container label or the specimen/chemical root control agent's

manufacturers requirements. This would include meeting the minimum protective clothing requirements and/or wearing supplied air breathing apparatus.

## **B. Notification**

The Consultant shall provide 48-hour notices to the District's wastewater collection system supervisor/project coordinator prior to starting work on any portion of the Agreement. In the event that a problem arises with the root foaming operations, or there is a problem with any of the existing sewer lines, the Consultant shall notify the District immediately and report the problem.

## **C. Wastewater Treatment Plant Protection**

1. The Consultant shall take all steps necessary and appropriate to prevent adverse effects on the Point Loma Wastewater Treatment Plant (PLWTP). Introduction of any materials into the PLWTP must be with the approval of the PLWTP operator. The Consultant shall provide the date and time of all intended work, and the name and telephone number of the Consultant's onsite supervisor. The Consultant shall maintain daily communication with the District's wastewater collection system supervisor/project coordinator and the PLWTP operator to assure that no adverse effects on PLWTP operations results from Consultant's work.

2. The Consultant shall be financially responsible for any adverse effect on PLWTP processes directly or indirectly caused by chemical application, including but not limited to damages to plant processes or equipment, clean-up and restoration costs, fines imposed by State or Federal agencies, pollution of receiving waters, and civil suites. The Consultant shall further indemnify and hold harmless the District, and the operator of the wastewater treatment plant, against all costs, including legal expenses, relating to treatment plant failure or other damages or pollution caused, directly or indirectly, by the applications of chemicals by the Consultant.

## **D. Requirements for Surcharging Sewer Lines**

1. Sewer pipe cannot be treated effectively when surcharging flow conditions exist. If a surcharging condition exists on a sewer to be treated (i.e., flow rate is greater than 30% of the pipe diameter), the Consultant will return to treat that portion of the sewer line when the flow is normalized.

2. The Consultant is responsible for monitoring weather to ensure that lines are not treated when the possibility of surcharging due to inflow and infiltration exist. If a



sewer surcharges within a 12-hour period after a treatment has been made, the Consultant is required to retreat that section of sewer at the Consultant's expense if the surcharging is a result of Consultant activities or inflow and infiltration resulting from wet weather.

#### **E. Consultant Safety Responsibilities**

1. Consultant must provide proof of CERTIFICATION and TRAINING by the herbicide manufacturer.
2. Only CERTIFIED CREWS shall be used for application of the herbicide systems of control herein described.
3. Consultant must possess a valid Qualified Applicator Certificate (QAC) to apply "RESTRICTED USE" chemicals in sewer lines as described under Title 3 of California Code of Regulations (3 CCR), Code section 6000.
4. Consultant shall submit illustrative brochures or technical data, including a Material Safety Data Sheet (MSDS), and a specimen label of the product to be used for sewer root control.
5. Consultant shall execute all work in a manner to avoid injury or damage to any person, animal, structure, service, property, crop or vegetation.
6. Consultant shall avoid using compounds containing copper and/or other known priority pollutants, as defined by the Federal EPA. Any products containing the active ingredient(s) metam-sodium or copper sulfate will not be allowed.
7. Consultant shall provide all necessary equipment and barricades to prevent pets, children, and unauthorized persons from gaining access to the site of the work. Consultant shall provide adequate protection for his/her employees engaged in the handling, mixing, and distribution of the chemicals and ensure all the employees correctly wear such protection.
8. Should any chemical root control agent spill on the ground, Consultant shall remove and safely dispose of the chemical and affected soil in accordance with the State and Federal regulations pertaining thereto. The Consultant shall handle all spills in accordance with the appropriate MSDS and shall have on site materials and equipment to contain and handle spills. The area shall be restored to a condition equal to or better than before the spill.

9. Consultant shall prevent all chemical agents from reaching homes and businesses along the sewers cleaning route. The Consultant shall also be accountable for any damage or death to trees, shrubs, lawns, crops and gardens that is attributable to the chemicals used in the process. Should the Consultant, or his employees or agents cause any damage to public or private property, the Consultant will be required to make repairs immediately.

10. Consultant shall respect the rights of property owners and inform the private property owner before entering the property.

11. Consultant shall place proper traffic warning devices to protect the specific job site, and to prevent accidents or personal injury to the public.

12. Consultant shall ensure that chemicals are handled in accordance with manufacturer's recommendations, standard practices and appropriate statutory requirements, and that all precautions are then taken to avoid spillages.

13. Consultant shall comply with all guidelines for working within Open Space land per the procedures that have been provided with this Agreement.

#### **F. Access to Manholes**

Some of the manholes to be used on this project may not be directly accessible by trucks or other vehicles. The Consultant shall be responsible for determining which manholes are not accessible to their vehicular equipment and shall plan their root foaming operations accordingly. No additional compensation will be allowed for pipe sections without direct vehicular access. In the event a specific pipe section is inaccessible to the extent beyond specified hose lengths for root foaming, the District will consider deleting this pipe section from the Agreement.

#### **G. Recordkeeping and Project Documentation Requirements**

1. Consultant shall keep complete, accurate records of each day's operation. Records shall show date of treatment, sections of line treated, pipe size and distance, amounts of chemicals placed in the lines, and any other pertinent information. Log sheets must be available to the District staff upon their request and a copy shall be submitted with the invoice.

2. Upon completion of the project and accompanying the final invoice, or whenever requested to by the District, the Consultant shall submit log sheets and reports which show, as a minimum, the following information:

- The report date
- The date each given sewer line was treated
- Street name for each given sewer line
- A description (manhole numbers, house numbers, cross streets, etc.), which will enable the DISTRICT Engineer to accurately identify the exact location of each sewer line
- The pipe size of each given sewer line
- The length (manhole to manhole) for each given sewer line
- Quantity of chemicals used on each sewer line
- Special conditions found by the Consultant's crew
- The date for each sewer line when the guarantee expires

#### H. Treatment Guarantee

For each sewer section (manhole to manhole) that is treated under the Agreement, the Consultant guarantees the work as follows.

- 1) At the option of the District, the Consultant shall, as his own expense, **re-treat a sewer section, or refund 100% of the payment received to treat that section**, in the event that:
  - a. Live roots are found in the section within six months after the application; or,
  - b. The section plugs up and floods due to tree root obstructions within a period of two years, beginning on the date of treatment, and ending two years after the date of treatment.
- 2) Re-treatments, performed at no charge in honor of the guarantee, do not extend the expiration date of the guarantee.

This guarantee applies to sewer stoppages caused by live tree roots. It does not apply to stoppages caused by grease or other foreign matter; flat, collapsed or deformed pipes; or flooding caused by a surcharged or plugged sewer section downstream from a guaranteed sewer section. This guarantee applies to main line sewers only.

## **I. Required Ingredients**

### **Inert Ingredients:**

The root control material shall be formulated with foaming agents and surfactants sufficient to produce a stable, small bubble, dense foam capable of sustaining its shape and thus remaining on the treated roots. The foaming surfactants shall strip grease that typically clings to sewer root masses.

### **Root Killing Agent:**

The active component for destroying intruding roots in sanitary sewer lines shall be a potent, non-systemic toxin which kills contacted roots at low concentrations, but which will not permanently affect parts of the plant distant from the treated roots. The active ingredient must be spontaneously detoxified by a natural chemical or biochemical process in a relatively short interval following its use.

### **Root Re-Growth Inhibitor:**

The active ingredient for inhibiting re-growth of root intrusions in sanitary sewer lines shall inhibit root cell growth on contact but shall not be transported so as to damage other portions of the parent plant. The material shall bind firmly to the soil in the vicinity of openings in pipe joints so as to form a persistent chemical barrier suppressing the growth of root tips. The material shall be sufficiently stable under the conditions of use to provide protection for twelve months or longer but shall be subject to decomposition in wastewater treatment plants without disturbing the treatment plant processes. A specimen product label(s) and Material Safety Data Sheets shall be submitted.

## **J. Additional Required Submittals**

In addition to all other documents that may be required by the District's Purchasing Department, the following documents must be submitted to the District's Wastewater Operation within 10 calendar days after issuance of the Notice to Proceed:

- 1) Consultant will produce a document that specifies the source of water to be used for mixing chemicals. If City water is being used, the Consultant

- shall record his use of a reduced-pressure backflow prevention device or air gap whenever accessing fresh water for mixing chemicals.
- 2) Specimen/Chemical Root Control Agent labels with Material Safety Data Sheets.
  - 3) Letter of approval from Point Loma Wastewater Treatment Plant.
  - 4) Pollution Liability Insurance Certificate.
  - 5) Contractor qualifications including all related pesticide licenses and certifications.
  - 6) Consultant's Federal DOT number.
  - 7) Evidence that the Consultant and all subcontractors have obtained pollution liability coverage.
  - 8) Confined space training certification for the employees and subcontractors.
  - 9) Traffic Control Plan including shop drawings and signage.

**EXHIBIT B**  
**SCHEDULE OF FEES**

Payments are based upon DISTRICT’s acceptance of CONSULTANT’s successful completion of all routes identified on the invoice. DISTRICT shall have no obligation to pay unless CONSULTANT has successfully completed all routes identified on the invoice.

The maximum amount of compensation to be paid to the CONSULTANT, including both payment for services and reimbursable expenses, shall not exceed the amount stated in Section 4 of the Agreement. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the DISTRICT.

The unit price per linear foot for sewer root foaming, as listed below, will include full cost for furnishing all labor, materials, water, tools, equipment, supervision, documentation, and doing all the work involved in successful completion of the Agreement.

Payment will be made based upon the actual lengths that are chemically treated. Measurement of the actual number of feet treated shall be made from field measurements of the center of the manholes at each location that is treated.

Sewer line root foaming shall be paid for at the unit price per linear foot for each pipe size. No additional compensation shall be made in variations of depth or locations of sewer mains. CONSULTANT will submit a complete set of reports as well as a copy of the Daily Log Sheet with the invoice for payment processing.

<b>Description</b>	<b>Price/Linear Foot</b>
Chemical Root Control, 4" pipe	\$1.78
Chemical Root Control, 6" pipe	\$1.78
Chemical Root Control, 8" pipe	\$1.78
Chemical Root Control, 10" pipe	\$1.96
Chemical Root Control, 12" pipe	\$2.13
Chemical Root Control, 15" pipe	\$2.98
Lateral	\$150.00
Manhole	\$150.00



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.E

**Meeting Date:** October 18, 2022

**Submitted to:** Honorable Mayor and Members of the City Council

**Department:** Community Development

**Staff Contact:** Michael Fellows, Community Development Manager  
[mfellows@lemongrove.ca.gov](mailto:mfellows@lemongrove.ca.gov)

**Item Title:** **Approval of Final Map for Tentative Subdivision Map  
TM062 located at the Southwest Corner of Palm Street  
and Camino De Las Palmas**

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**Recommended Action:** Adopt a resolution (**Attachment A**) approving the Final Map for Tentative Map TM0062 and authorize the City Clerk to accept the easements and the Final Map.

**Summary:** On October 4, 2016, the Lemon Grove City Council adopted Resolution No. 2016-3469 (**Attachment B**) approving Tentative Map TM0065 which authorized 20 lot residential subdivision with four common area lots, with easements for public emergency access and utilities. The property is a 2.063 acre parcel of land located at the Southwest Corner of Palm and Camino De Las Palmas in Lemon Grove.

Santee Investment Properties, LLC, the owner of said parcel, has satisfied the conditions of approval for the proposed subdivision and requests approval of the Final Map for TM0062. Performance bonds and subdivision agreements are in place to ensure that conditions of approval are met and the project is completed in the manner approved by City Council.

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

### Discussion:

### 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 |

**Fiscal Impact:** The City will receive \$2,688.21 in accordance with the Regional Transportation Congestion Improvement Program (RTCIP) for each new residential unit constructed, and the ~~Santation~~Sanitization District will receive \$3,509 per unit.

**Public Notification:** None.

**Attachments:**

**Attachment A – Resolution**

**Attachment B – Adopted Resolution No. 2016-3469**



**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, APPROVING A FINAL MAP FOR TENTATIVE MAP TM0062**

**WHEREAS**, On October 4, 2016, the Lemon Grove City Council adopted Resolution No. 2016-3469 approving Tentative Subdivision Map TM0065, as meeting the requirements of the City's Subdivision Ordinance and the California Subdivision Map Act; and

**WHEREAS**, the Final Map for Tentative Map TM0062 attached hereto as Exhibit 'A' has been submitted and meets the requirements as set forth in the California Government Code section 66433, et. Seq. and is now ready for approval by the City Council; and

**WHEREAS**, Santee Investment Properties LLC, as the owner of the project has paid all fees required by the conditions for processing of the Final Map; and

**WHEREAS**, the Manager of Development Services and the City Engineer have found said Final Map of Tract No. 0062 substantially conforms to the conditionally approved Tentative Map, as required by the California Subdivision Map Act; and

**WHEREAS**, A Mitigated Negative Declaration (MND) of Environmental Impact found that the project would have no significant effect on the environment has been filed for the proposed Tentative Map and Planned Development Permit; and

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

1. The Final Map is consistent with the General Plan, the California Subdivision Map Act, and is in substantial conformance with the previously approved Tentative Map (TM0062); and
2. The Final Map for Tentative Map No. 0062 is hereby approved, and the City Clerk is authorized and directed to certify this fact on the face of the Final Map; and
3. All easements identified on the Final Map are accepted by the City of Lemon Grove; and
4. Authorizes the City Clerk to record a certified copy of this resolution.

***PASSED AND ADOPTED*** on October 18, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-\_\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

---

***Raquel Vasquez, Mayor***

***Attest:***

---

***Audrey Malone, City Clerk***

***Approved as to Form:***

---

***Kristen Steinke, City Attorney***



MAP NO.

CITY OF LEMON GROVE TRACT NO. 0062

SHEET 2 OF 5 SHEETS

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS DOCUMENT HAS READ THE ENTIRE CONTENTS OF THE INSTRUMENT AND HAS BEEN ADVISED BY THE PERSON WHO SIGNED THE INSTRUMENT TO MAKE THE INSTRUMENT AS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )  
ON September 1, 2022,  
before me, Stephanie Chiu, Notary Public,

PERSONALLY APPEARED Julius Schneider who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and that he executed the same in his authorized capacity, and that he executed the same on the date hereinafter set forth, and that he executed the same for the purposes and consideration therein expressed. My commission expires on 09-15-22.

I, CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING INSTRUMENT IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

PLEASE PRINT NAME: Stephanie Chiu  
PRINCIPAL PLACE OF BUSINESS: 1450 BROADWAY, SUITE 200  
COUNTY: SAN DIEGO  
COMMISSION NUMBER: 20190000000000000000

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS DOCUMENT HAS READ THE ENTIRE CONTENTS OF THE INSTRUMENT AND HAS BEEN ADVISED BY THE PERSON WHO SIGNED THE INSTRUMENT TO MAKE THE INSTRUMENT AS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

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PRINCIPAL PLACE OF BUSINESS: 1450 BROADWAY, SUITE 200  
COUNTY: SAN DIEGO  
COMMISSION NUMBER: 20190000000000000000



BASEMENT VACATION CERTIFICATE

PURSUANT TO GOVERNMENT CODE SECTION 64440(a) OF THE SUBDIVISION MAP ACT THE FOLLOWING SUBDIVISIONS ARE VACATED HEREON:

LEMON GROVE VACATING PARCELS 2 THROUGH 8 WITH AN IRON SIGN, PARCELS MAY BE AT 6008 PLUS PLAT SURVEY # 99104A, 92890A, 92890B, 92890C, 92890D, 92890E, 92890F, 92890G, 92890H, 92890I, 92890J, 92890K, 92890L, 92890M, 92890N, 92890O, 92890P, 92890Q, 92890R, 92890S, 92890T, 92890U, 92890V, 92890W, 92890X, 92890Y, 92890Z, 92890AA, 92890AB, 92890AC, 92890AD, 92890AE, 92890AF, 92890AG, 92890AH, 92890AI, 92890AJ, 92890AK, 92890AL, 92890AM, 92890AN, 92890AO, 92890AP, 92890AQ, 92890AR, 92890AS, 92890AT, 92890AU, 92890AV, 92890AW, 92890AX, 92890AY, 92890AZ, 92890BA, 92890BB, 92890BC, 92890BD, 92890BE, 92890BF, 92890BG, 92890BH, 92890BI, 92890BJ, 92890BK, 92890BL, 92890BM, 92890BN, 92890BO, 92890BP, 92890BQ, 92890BR, 92890BS, 92890BT, 92890BU, 92890BV, 92890BW, 92890BX, 92890BY, 92890BZ, 92890CA, 92890CB, 92890CC, 92890CD, 92890CE, 92890CF, 92890CG, 92890CH, 92890CI, 92890CJ, 92890CK, 92890CL, 92890CM, 92890CN, 92890CO, 92890CP, 92890CQ, 92890CR, 92890CS, 92890CT, 92890CU, 92890CV, 92890CW, 92890CX, 92890CY, 92890CZ, 92890DA, 92890DB, 92890DC, 92890DD, 92890DE, 92890DF, 92890DG, 92890DH, 92890DI, 92890DJ, 92890DK, 92890DL, 92890DM, 92890DN, 92890DO, 92890DP, 92890DQ, 92890DR, 92890DS, 92890DT, 92890DU, 92890DV, 92890DW, 92890DX, 92890DY, 92890DZ, 92890EA, 92890EB, 92890EC, 92890ED, 92890EE, 92890EF, 92890EG, 92890EH, 92890EI, 92890EJ, 92890EK, 92890EL, 92890EM, 92890EN, 92890EO, 92890EP, 92890EQ, 92890ER, 92890ES, 92890ET, 92890EU, 92890EV, 92890EW, 92890EX, 92890EY, 92890EZ, 92890FA, 92890FB, 92890FC, 92890FD, 92890FE, 92890FF, 92890FG, 92890FH, 92890FI, 92890FJ, 92890FK, 92890FL, 92890FM, 92890FN, 92890FO, 92890FP, 92890FQ, 92890FR, 92890FS, 92890FT, 92890FU, 92890FV, 92890FW, 92890FX, 92890FY, 92890FZ, 92890GA, 92890GB, 92890GC, 92890GD, 92890GE, 92890GF, 92890GG, 92890GH, 92890GI, 92890GJ, 92890GK, 92890GL, 92890GM, 92890GN, 92890GO, 92890GP, 92890GQ, 92890GR, 92890GS, 92890GT, 92890GU, 92890GV, 92890GW, 92890GX, 92890GY, 92890GZ, 92890HA, 92890HB, 92890HC, 92890HD, 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MAINTENANCE AGREEMENT:

PRIVATE STORM WATER FACILITY AND BMP MAINTENANCE AGREEMENT RECORDED AUGUST 30, 2022 AS DOCUMENT NO. 2021-081910.

PRIVATE SEWER MAINTENANCE AGREEMENT RECORDED AUGUST 30, 2021 AS DOCUMENT NO. 2021-081911.

PRIVATE ROAD AND DRAINAGE MAINTENANCE AGREEMENT RECORDED AUGUST 30, 2021 AS DOCUMENT NO. 2021-081912.

PRIVATE IMPROVEMENT INSTRUMENTS MAINTENANCE AND REPAIRING AGREEMENT RECORDED AUGUST 30, 2021 AS DOCUMENT NO. 2021-081913.

LEMON GROVE TRACT NO. 0062  
CALIF. CORRD. INSTR. 208-1701 (03/2017)



MAP NO.

CITY OF LEMON GROVE TRACT NO. 0062

SHEET 3 OF 5 SHEETS

BASE OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE MEASUREMENT SYSTEM (CCM) DATUM, WHICH IS A 3-Dimensional Cartesian Coordinate System. ALL BEARINGS ARE REFERENCED TO THE CCM DATUM, WHICH IS A 3-Dimensional Cartesian Coordinate System. ALL BEARINGS ARE REFERENCED TO THE CCM DATUM, WHICH IS A 3-Dimensional Cartesian Coordinate System.

ALL DISTANCES SHOWN HEREON ARE GROUND UNLESS OTHERWISE NOTED.

LEGEND

- INDICATES SUBDIVISION BOUNDARY.
INDICATES FOUND 1" IRON PIPE AND TAG STAMPED 'CAL DOT' FOR ROS
INDICATES FOUND 1" IRON PIPE AND TAG STAMPED 'CAL DOT' FOR ROS 18086.
INDICATES FOUND LEAD AND DISC STAMPED 'CAL DOT' FOR ROS 18086.
INDICATES SET 7/8" IRON PIPE AND DISC STAMPED 'S 48°N' AT OFFSET NOTED.
INDICATES SET LEAD AND DISC STAMPED 'S 48°N' AT OFFSET NOTED.
INDICATES RECORD DATA FOR ROS 18086.
INDICATES CONTIGUOUSLY OPERATING REFERENCE STATION (COS).

SURVEY NOTES

- AREA OF SUBDIVISION: 2,963 ACRES (APPROX)
TOTAL NUMBER OF LOTS: 24 (20 RESIDENTIAL & 4 COMMON AREA)

MONUMENTATION NOTES

- ALL LOT CORNERS EXCEPT AS DESCRIBED BELOW WILL BE MONUMENTED BY A 3/4" X 3/4" IRON PIPE WITH DISC MARKED 'S 48°N'.
LOT CORNERS AND POINTS OF CURVE ALONG THE SOUTHERN BOUNDARY OF LOT 54 WILL BE MONUMENTED BY 1" IRON PIPE WITH DISC MARKED 'S 48°N'.
CORNER AT AN OFFSET OF 4.5 FEET IN THE TOP OF CORNER LOTS 8 AND 7 WILL BE MONUMENTED BY A LEAD AND DISC MARKED 'S 48°N' SET ALONG AN EXTENSION OF THE LOT LINE AT AN OFFSET OF 3.0 FEET IN THE SOUTHERN BOUNDARY.
LOT CORNERS ALONG THE SOUTHERN BOUNDARY OF LOT 54 WILL BE MONUMENTED BY 1" IRON PIPE WITH DISC MARKED 'S 48°N' SET ALONG AN EXTENSION OF THE LOT LINE AT AN OFFSET OF 3.0 FEET IN THE TOP OF CORNER.
LOT CORNERS ALONG THE SOUTHERN BOUNDARY OF LOT 54 WILL BE MONUMENTED BY 1" IRON PIPE WITH DISC MARKED 'S 48°N' SET ALONG AN EXTENSION OF THE LOT LINE AT AN OFFSET OF 3.0 FEET IN THE TOP OF CORNER.

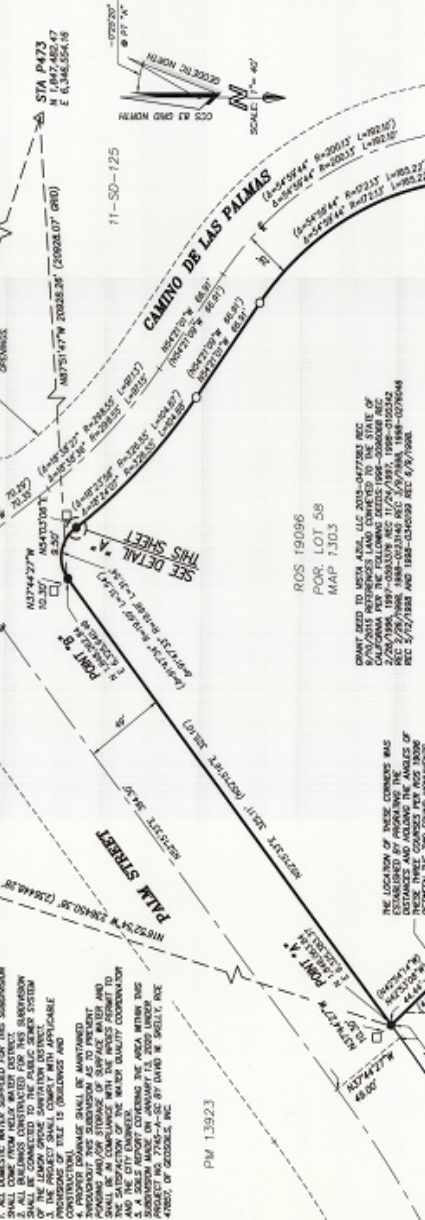
EXISTING EASEMENT NOTES

- 1) SAN DIEGO GAS & ELECTRIC COMPANY, HOLDER OF AN EASEMENT FOR OVERHEAD POWER LINES, HAS A 10' WIDE EASEMENT OVER THE SOUTHERN BOUNDARY OF LOT 54 AND THE SOUTHERN BOUNDARY OF LOT 55.
2) SAN DIEGO GAS & ELECTRIC COMPANY, HOLDER OF AN EASEMENT FOR OVERHEAD POWER LINES, HAS A 10' WIDE EASEMENT OVER THE SOUTHERN BOUNDARY OF LOT 54 AND THE SOUTHERN BOUNDARY OF LOT 55.
3) A 10' WIDE EASEMENT, SUCCESSOR IN INTEREST TO LA MESA, LEMON GROVE, AND PALM SPRINGS, HAS A 10' WIDE EASEMENT OVER THE SOUTHERN BOUNDARY OF LOT 54 AND THE SOUTHERN BOUNDARY OF LOT 55.



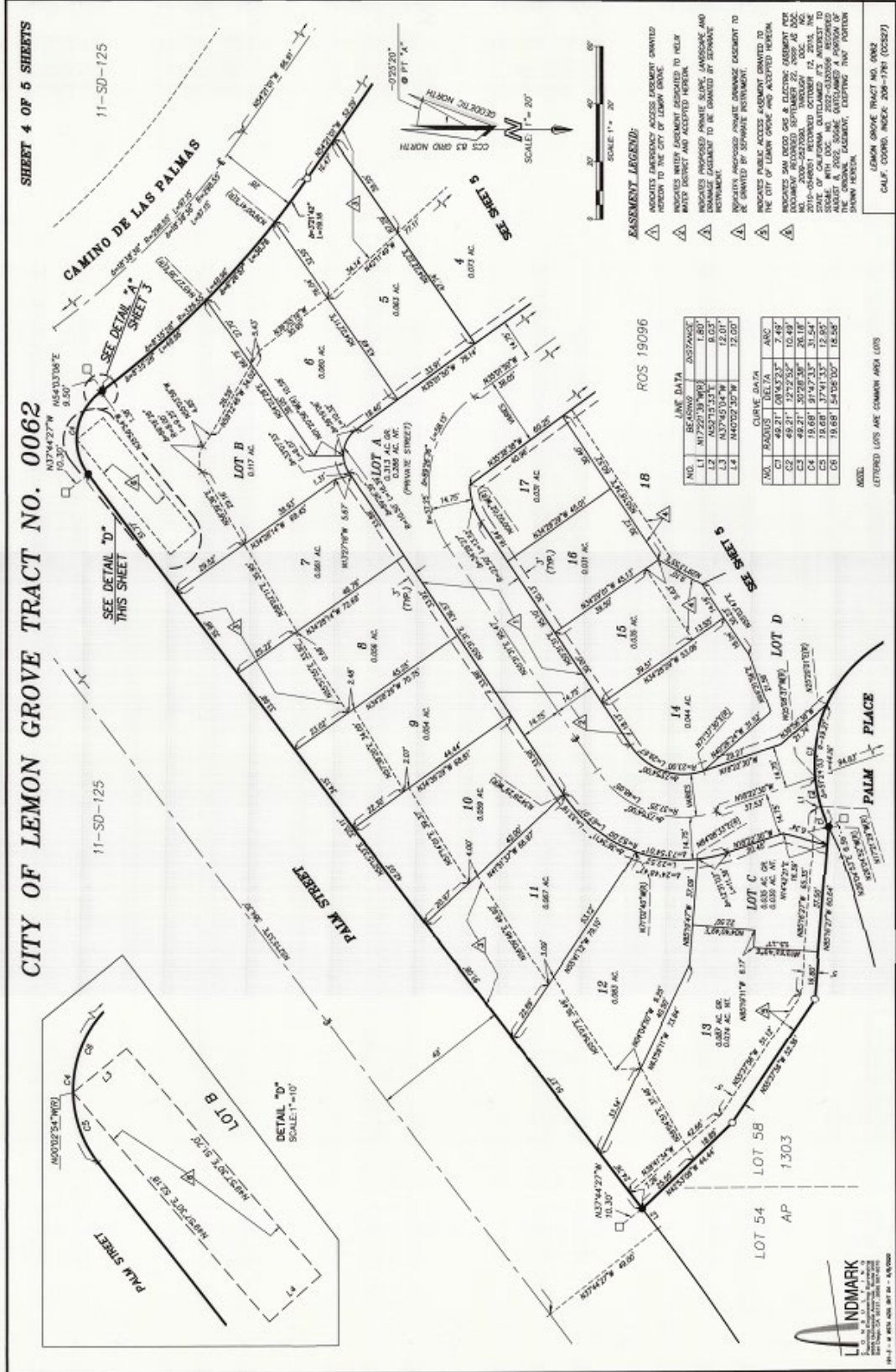
NOTES

- ALL DISTANCES SHOWN HEREON ARE GROUND UNLESS OTHERWISE NOTED.
ALL BEARINGS ARE REFERENCED TO THE CCM DATUM, WHICH IS A 3-Dimensional Cartesian Coordinate System.
THE PROJECT SHALL COMPLY WITH APPLICABLE CALIFORNIA CONSTRUCTION CODES AND ORDINANCES AND THE CITY ENGINEERING DEPARTMENT'S STANDARDS AND SPECIFICATIONS FOR CONSTRUCTION.
THE SATISFACTION OF THE WORK QUALITY COORDINATOR AND THE CITY ENGINEERING DEPARTMENT SHALL BE THE FINAL DETERMINATION AS TO WHETHER THE SURVEYOR HAS COMPLIED WITH THE REQUIREMENTS OF THIS SUBDIVISION MAP.
ALL DISTANCES SHOWN HEREON ARE GROUND UNLESS OTHERWISE NOTED.



LEMON GROVE TRACT NO. 0062
CALIF. COURSE AND C. 200-1784 (00522)

MAP NO.



LEMON GROVE TRACT NO. 0062  
CALIF. CONDO. INDEX: 208-1781 (002527)

LOTTERED LOTS ARE COMMON AREA LOTS



MAP NO.

CITY OF LEMON GROVE TRACT NO. 0062

SHEET 5 OF 5 SHEETS

BASEMENT LEGEND:

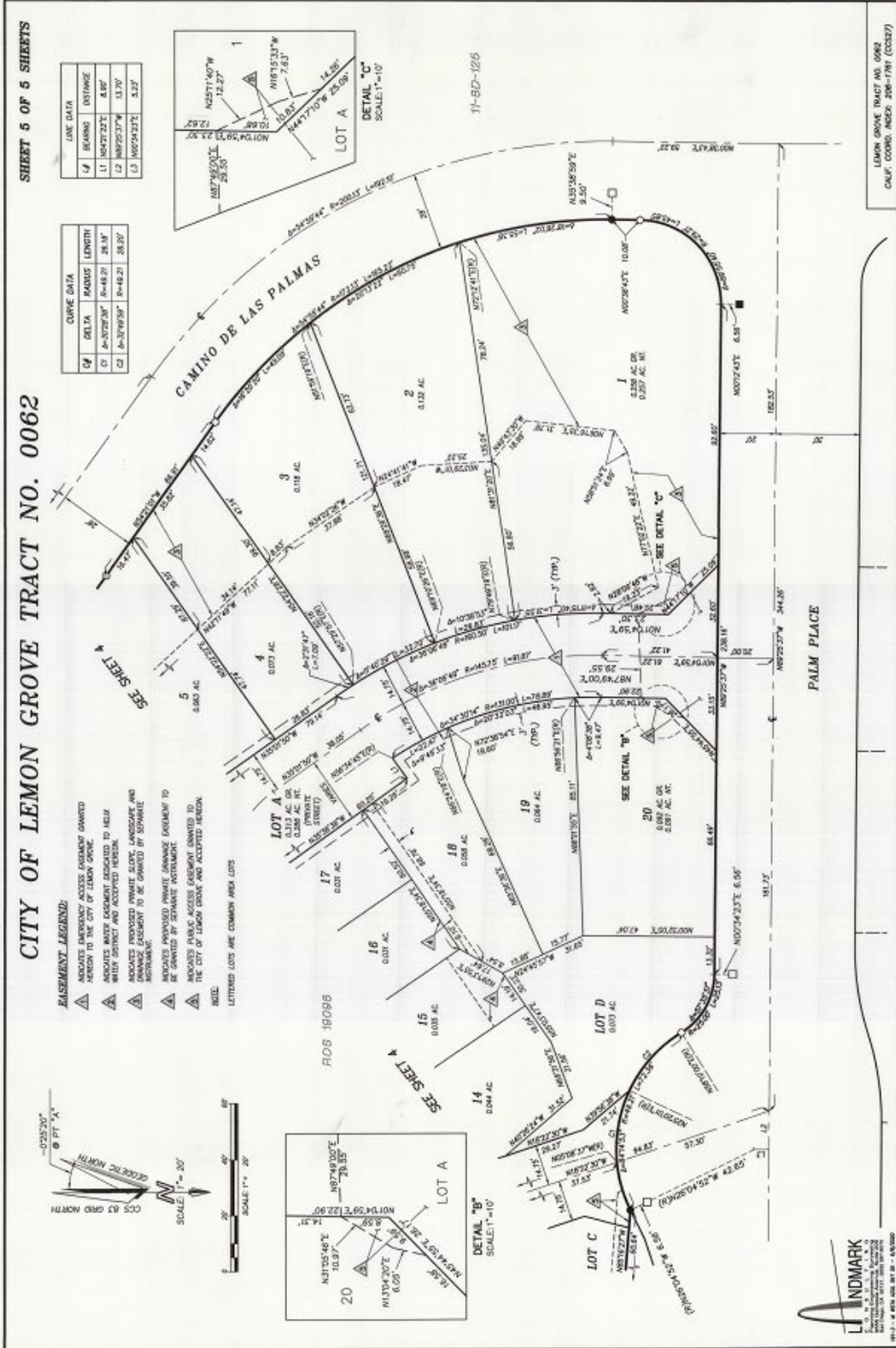
- ▲ INDICATES EMERGENCY ACCESS EASEMENT GRANTED HEREON TO THE CITY OF LEMON GROVE.
- ▲ INDICATES EASEMENT DESIGNATED TO HELIX WEST DISTRICT AND ACCEPTED PERSON.
- ▲ INDICATES EASEMENT DESIGNATED TO HELIX WEST DISTRICT AND ACCEPTED PERSON AND ADVANCE EASEMENT TO BE GRANTED BY SEPARATE INSTRUMENT.
- ▲ INDICATES PROPOSED PRIVATE EASEMENT TO BE GRANTED BY SEPARATE INSTRUMENT.
- ▲ INDICATES PUBLIC ACCESS EASEMENT GRANTED TO THE CITY OF LEMON GROVE AND ACCEPTED PERSON.

NOTE:

LETTERED LOTS ARE COMMON AREA LOTS

LINE DATA	BEARING	DISTANCE
L1	N02°37'22"E	8.10'
L2	N02°25'37"W	13.70'
L3	N02°54'23"E	5.27'

CURVE DATA	DELTA	RADIUS	LENGTH
C1	S-30°28'30"	R=48.21'	28.13'
C2	S-32°08'04"	R=48.21'	28.20'



LEMON GROVE TRACT NO. 0062  
CALIF. COMM. ASSES. 208-1781 (000287)



RESOLUTION NO. 2016-3469

RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING TENTATIVE SUBDIVISION MAP TM0-000-062 (PLANNED DEVELOPMENT) AUTHORIZING THE SUBDIVISION OF A 2.064 ACRE PARCEL INTO TWENTY RESIDENTIAL LOTS, ONE COMMON LOT FOR A PRIVATE STREET, ONE COMMON LOT FOR PARKING, AND TWO COMMON LOTS FOR OPEN SPACE ON AN UNDEVELOPED SITE AT THE SOUTHWEST CORNER OF PALM STREET AND CAMINO DE LAS PALMAS, LEMON GROVE, CALIFORNIA

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**WHEREAS**, the applicant, Chris Dahrling, Vista Azul, LLC, filed a complete application for a Tentative Map (TM0-000-062) on September 15, 2016 to authorize the subdivision of 2.064 acres of land into 24 parcels, including 20 residential lots with 20 dwelling units, a lot for a private street, a lot for common parking, and two lots for common open space; as part of an application for a Planned Development Permit (PDP150-0003), a General Plan Amendment (GPA-150-0003) and a Zoning Amendment (ZA1-500-0004); and

**WHEREAS**, on April 19, 2016, a public hearing was duly noticed and held by the Lemon Grove City Council. At the April 19<sup>th</sup> hearing, the City Council reviewed and disapproved the project which proposed 22 units, 16 of which were in the attached twin-home configuration, and six of which were single-family residences. The City Council provided feedback that the project density was excessive and the project design should more closely reflect a single-family residential community. In response, the applicant submitted final revisions to the project plans on September 15, 2016 for City Council consideration. The revised project proposes 14 detached single-family units and six units in the attached twin-home configuration (20 units total). An additional common area park replaced a single-family residential lot adjacent to the public cul-de-sac. The new project proposes less environmental impacts and less impacts on City public services; and

**WHEREAS**, a Mitigated Negative Declaration (MND) of Environmental Impact will be filed subsequent to the adoption and final approval of the proposed project by the City Council. The Initial Environmental Study prepared for this project found that the project would have no significant effect on the environment because identified potentially significant impacts associated with Cultural Resources, Geology and Soils, Noise, and Mandatory Findings of Significance will be mitigated to below a level of significance. A notice of intent to adopt a mitigated negative declaration was filed with the County Clerk prior to the City Council public hearing; and

**WHEREAS**, a public hearing was duly noticed and held by the Lemon Grove City Council on October 4, 2016; and

**WHEREAS**, the City Council finds that the tentative map is consistent with the Lemon Grove General Plan because it proposes lots for 20 dwelling units at a density of 11.4 dwelling units per acre on a 1.752 net acre parcel of land in the Medium Density Residential land use designation of the Lemon Grove General Plan which allows a maximum of 14 dwelling units per net acre; and

**WHEREAS**, the City Council finds that the tentative map complies with the findings of fact required to approve this project pursuant to Municipal Code Section 16.16.400 because the project complies with the time limitations of the State Subdivision Map Act; the existing lot is a legal lot; the proposed subdivision creates more than five lots; the proposed subdivision complies with the requirements of the Subdivision Ordinance; the map and design or improvements are consistent with applicable general and specific plans; the site is physically suitable for the type of development; and the site is physically suitable for the proposed density of development; and



**WHEREAS**, the City Council has considered said Tentative Map and recommendations of the Planning Department, City Engineer, and the Lemon Grove Fire Department with respect thereto and has determined that the conditions hereinafter enumerated are necessary to insure that the subdivision and the improvements thereof will conform to all ordinances, plans, rules, and improvement and design standards of the City of Lemon Grove; and

**WHEREAS**, the City Council has considered said Tentative Map and recommendations of the Planning, Engineering, and Stormwater Divisions, and the Heartland Fire District with respect thereto and has determined that the conditions hereinafter enumerated are necessary to ensure that the subdivision and the improvements thereof will conform to all ordinances, plans, rules, and improvement and design standards of the City of Lemon Grove; and

**WHEREAS**, the City Council has considered Planned Development Permit PDP-150-0003 including site, architectural, and landscape plans dated received September 15, 2016 associated with Tentative Map TM0-000-0062; and

**WHEREAS**, in accordance with Section 16.12.280, the City Council finds that it is impractical in this particular case for this subdivision to conform fully to the Design Standards of the Subdivision Ordinance because the Subdivision Ordinance does not account for lots sized for planned developments and waivers granted as part of the approval of this project are found to conform to the spirit and purpose of the Subdivision Map Act and of the Subdivision Ordinance of the Municipal Code; and

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

1. The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the property has no environmentally protected resources as discussed in the Mitigated Negative Declaration; and
2. The proposed Tentative Subdivision Map (TM0-000-0062) is consistent with the Medium Density Residential land use designation (up to 14-dwelling units per net acre) of the General Plan; and
3. The site is physically suitable for the proposed density of development because public and private utilities will be available to serve the proposed density; and
4. The design of the subdivision or the type of improvements will not cause serious public health problems because public services (e.g., sewer, water, gas, and electricity) will be provided to the subdivision; and
5. The design of the subdivision or type of improvements do not conflict with easements, acquired by the public at large, for access through, or use of property within the proposed subdivision as defined under Section 66474 of the Government Code, State of California; and
6. The design and improvements of the proposed subdivision map comply with the requirements of the State Subdivision Map Act and the Subdivision Ordinance except as specifically waived or modified for the requested deviations in accordance with Section 16.12.280 and pursuant to the Planned Development Permit process; and

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

**SECTION 1.** Finds and determines that the facts set forth in the recitals of this Resolution are declared to be true; and

**SECTION 2.** Waives or modifies the following Design Standards in accordance with Section 16.12.280:

1. Section 16.12.220B (Minimum Lot Area of 6,000 sq. ft.) to allow 20 planned development lots with areas ranging from 1,330 square feet to 11,237 square feet.
2. Section 16.12.220C (Lots Shall Front on Dedicated Street) to allow 20 planned development lots to not front on a dedicated street.
3. Section 16.12.220D (Minimum Lot Width and Depth of 60 feet by 90 feet) to allow 20 planned development lots with minimum dimensions of less than sixty feet by ninety feet.
4. Section 16.12.220H (The side lines of all lots shall be at right angles or radial to the street upon which the lots front with a maximum deviation of up to ten degrees allowed) to allow planned development lots accommodating for garage access and enhanced pedestrian paths.
5. Section 16.12.220I (Lot depth shall be no greater than three times the average width) to allow slope and open space behind proposed residences to be a part of individual residential lots, but maintained by the Homeowner's Association.

**SECTION 3.** Conditionally approves Tentative Map TM-000-0062 in association with Planned Development Permit PDP-150-0003 and the grading, site, landscape, and architectural plans dated received September 15, 2016 (incorporated herein by reference as Exhibit "A") pursuant to the City of Lemon Grove Subdivision Ordinance (Title 16 of the Municipal Code) and contingent upon the second reading and final approval of an ordinance approving Zoning Amendment ZA1-500-0004. The approval conditionally authorizes the development of a vacant site with a 20 unit planned development with an associated private street and common area located on the southwest corner of Palm Street and Camino De Las Palmas, Lemon Grove, California (APN No. 503-252-42-00). The subdivider shall comply with all applicable provisions of the Subdivision Map Act, the City of Lemon Grove Subdivision Ordinance, and the following conditions of approval:

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

- A. WITHIN FIVE DAYS OF APPROVAL, THE SUBDIVIDER/APPLICANT SHALL COMPLY WITH THE FOLLOWING:
  1. Submit the appropriate payment for the CEQA filing fee (Department of Fish and Game MND and County Clerk Processing Fee).
  2. Pay all outstanding fees for City permits related to this project.
- B. PRIOR TO ISSUANCE OF A GRADING OR IMPROVEMENT PERMIT AND/OR DURING GRADING ACTIVITY, THE SUBDIVIER/APPLICANT SHALL COMPLY WITH THE FOLLOWING:
  1. All physical elements of the proposed project shown on the approved plans dated September 15, 2016 except as noted herein, shall be located substantially where they are shown and shall be constructed in accordance with applicable Lemon Grove City Codes to the satisfaction of the Development Services Director.
  2. Obtain a grading permit from the City prior to any grading activities. The grading permit shall constitute an authorization to do only that work which is described or illustrated on the application for the permit, or in the plans and specifications approved by the City Engineer.

3. All grading permit fees and deposits shall be paid and all actions necessary preceding the issuance of the grading permit shall be completed.
4. Coordinate with Helix Water District for the installation of water facilities and ensure that all of the appropriate permits are obtained.
5. Obtain an encroachment permit for the installation of private facilities and/or for grading work in/or adjacent to the public right-of-way.
6. Building permits shall be submitted with the grading plans for retaining and freestanding walls where required. Except as noted in this condition, building permits shall be termed building permits for post-grading activities in the resolutions approving this project.
7. Safety fencing shall be required at the top of retaining walls and slopes and shall be shown on all Grading Plans where appropriate.
8. A private Storm Water Facility and Best Management Practice maintenance agreement shall be recorded for the future repair and rehabilitation of the proposed private drainage and storm water treatment. The City will provide the template for the agreement.
9. As a part of the grading permit submittal, a private improvement, grading, and drainage plan shall be submitted showing all of the proposed and existing on-site improvements. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. All necessary measures for prevention of storm water pollution and hazardous material run-off to the public storm drain system from the proposed development shall be implemented with the design of the grading.
10. A public improvement plan as a part of an improvement plan check, shall be submitted with applicable deposit (plan check fee) showing all of the proposed and existing improvements within the public right-of-way. The plan shall be prepared in accordance with the City's standard requirements by a Registered Civil Engineer. Striping and word legends for a five-foot wide bike lane shall be provided along the south side of Palm Street for the property frontage per CA-MUTCD Detail 39 and intersection striping per CA-MUTCD Detail 39. The signage is R81 (CA). Palm Street shall be red curbed and marked "No Parking" to the satisfaction of the Development Services Director.
11. As-built drawings shall be submitted to SDG&E to energize all of the required street lights.
12. Submit the street improvement and grading plans to Helix Water for review and signature.
13. All utilities shall be shown on the grading plans.
14. Prior to the issuance of a grading permit, a deposit shall be paid to cover the City's expenses, costs, and overhead for the field inspection, office engineering, and administration of the work performed, including landscape and irrigation work. The amount of the deposit shall be as determined by the City Engineer.
15. All existing survey monuments shall be shown on the grading plan.
16. Evidence indicating that arrangements have been made for the preservation and/or relocation of existing monuments shall be submitted to the City Engineer prior to the issuance of a grading permit.
17. All grading plans shall be signed by a registered civil engineer and by the soil engineer.

18. Conditions imposed by the City shall be shown on the grading plans under the heading "General Notes."
19. The subdivider shall execute a Subdivision Improvement Agreement and a Subdivision Improvement Security in accordance with Section 16.12.200. A cost estimate for all of the proposed grading, drainage, street improvements, landscaping, and retaining and freestanding walls work proposed shall be submitted with the grading and improvement plans. A separate cost estimate shall be submitted for work proposed within the public right-of-way. Templates for these agreements are available from the City. The applicant shall post a security with the City comprised of a cash deposit of a combination of cash deposit and corporate surety bond of a surety authorized to do business in the state. An instrument of credit or other security pledging the performance of the work, may be submitted in lieu of the surety bond to insure installation of required structures, drains, landscaping, irrigation and other improvements shown on the grading plan. Such funds are trust funds for the purposes of satisfying the cost of correcting any deficiency, hazard or injury created by the work or lack of maintenance thereof. An irrevocable standby letter of credit issued by a financial institution subject to the regulation by the state or federal government may be posted in lieu of the surety bond, instrument of credit or other security. The estimated cost of the work shall be determined by the City Engineer after reviewing the civil engineer's estimate. The total amount of the security shall be equal to one hundred fifty percent of the estimated cost of the grading work authorized by the permit plus an additional sum equal to one hundred percent of the estimated cost for the construction of public street improvements including landscaping and irrigation; and on-site drainage structures or facilities, including standard terrace drains, slope planting, irrigation system, erosion control devices, retaining walls and similar facilities authorized by the permit.
20. Three copies of a preliminary soils engineering report shall be submitted with the application of a grading permit. Each report shall be prepared by a soil engineer and contain all information applicable to the project in accordance with generally accepted geotechnical engineering practice. The preliminary soil engineering report shall include, but not be limited to, the requirements outlined within 18.08.120(A). All recommendations outlined in the soils report shall be imbedded into the grading plans. The grading plans shall include site monitoring and inspections to ensure recommendations of the Geotechnical Evaluation are adhered to. The Evaluation recommends that undocumented fill, colluvium and bedrock be removed. Removal depths are estimated at two to seven feet with variation. Properly designed site drainage is required to reduce erosion damage to the planned improvements. Typical erosion control measures will be required during site grading.
21. The soil engineer and engineering geologist should refer to the geologic conditions element of the Lemon Grove General Plan in preparing the reports required in 18.08.120.
22. Recommendations contained within approved reports and technical analyses shall be incorporated into the grading plan and specifications and shall become conditions of the grading permit.
23. Submit a truck hauling route with diagram showing streets. This should include the source of borrow and/or disposal and any BMPs tied to the imported material.
24. Submit a final Hydrology Report and Storm Water Quality Management Plan (SWQMP) to determine and analyze the increased volume of storm water runoff as a result of the proposed design. Analysis of the downstream onsite detention basin must

be based on hydrology calculations. Any modifications must be reflected on the plans. This report should contain calculations and diagrams of pre and post-development conditions. The SWQMP shall be completed and approved prior to the issuance of any other permits. Grading and site improvements shall be in accordance with the SWQMP for the proposed project. The SWQMP shall specify implementation of BMPs required in 8.48 and 18.08 of Municipal Code and the BMP Design Manual. Provide evidence that treatment Best Management Practices (BMPs) are adequately sized for the increase in impervious surfaces.

25. Plans for an erosion control system shall be prepared and submitted for the review and approval of the City Engineer and Water Quality Coordinator as a part of any application for a construction permit. The erosion control system shall comply with the requirements of the latest state general construction stormwater permit and any amendments thereto, the MS4 Permit, Lemon Grove Municipal Code Chapter 8.48, and 18.08.170.
26. A private Stormwater Facilities and Best Management Practices maintenance agreement shall be submitted for the future repair and rehabilitation of the proposed private drainage and stormwater treatment facilities prior to the issuance of a grading or improvement permit.
27. An agreement not-to-oppose the formation of a future utility undergrounding district will be required to be submitted prior to issuance of grading or improvement permits.
28. An agreement not-to-oppose the formation of a future street improvement district will be required to be submitted prior to issuance of grading or improvement permits.
29. The developer shall submit erosion and sediment control plans with construction Best Management Practices (BMPs) and an irrigation plan for review and approval by the Water Quality Coordinator, which will be required to be abided by during grading activities.
30. The applicant shall submit sewer lateral plans with the improvement plans. These sewer lateral plans shall be submitted to the satisfaction of the City Engineer.
31. The structural pavement section for the private access located on the subject property shall be based on the soils report prepared by a Geotechnical Engineer to the satisfaction of the City Engineer.
32. Parking spaces shall be of the dimensions outlined in Chapter 17.24.010 of the Lemon Grove Municipal Code unless specified otherwise by the Development Services Director.
33. Improvements, where applicable, shall conform to the San Diego Regional Standard Drawings unless otherwise specified by the City Engineer.
34. The subdivider shall provide proof satisfactory to the Director of Public Health that there exists an adequate potable water supply available to each lot or parcel, and that the subdivider install or agree to install water supply pipes of a minimum six inches in diameter, provided that the City Engineer may require such other diameter of water supply pipe as may be recommended by Helix Water District.
35. Sight distance requirements along streets and at all intersections shall conform to the intersectional sight distance criteria as provided by the Caltrans Highway Design Manual.



36. The subdivider shall provide the City Engineer with letters from the serving utility companies stating that arrangements satisfactory to the utility have been made to serve all parcels created.
37. A private Sewer Maintenance Agreement shall be submitted for the future repair and rehabilitation of the proposed private sewer prior to the issuance of grading or improvement permits. The City will provide the template for the agreement.
38. The Sewer main for this project shall be designated as private, not public.
39. Each dwelling unit of the proposed subdivision shall be connected to a sewer of the Lemon Grove Sanitation District.
40. Provide the City with a final drainage/hydrology report indicating that the site design is in accordance with the report and the National Pollutant Discharge Elimination System (NDPES) permit. On-site drainage shall be in compliance with the NDPES permit.
41. Submit a maintenance agreement for the on-going maintenance of the private street and access improvements, parking and other proposed paved areas, fencing, landscape and irrigation (private and within the public right-of-way along the property's frontage), drainage and water quality facilities required by the SWQMP, and recreational and other facilities as specified to be reviewed and approved by the City Engineer and Director of Development Services. This maintenance agreement shall be adhered to by the HOA and incorporated into the CC&Rs to the satisfaction of the Director of Development Services and City Engineer.
42. All plans and technical studies required to be submitted to the Engineering Department for review and approval shall be prepared by a California Registered Professional Engineer or applicable utility provider.
43. The permittee shall be responsible to maintain in an obvious and accessible location on the site, a copy of the grading and improvement permit and grading plans bearing the approval of the City Engineer.
44. After grading permit issuance, but prior to any land development work involving grading, brushing or clearing, there shall be a pre-grading meeting. Prior to pouring curbs and gutters or placement of base materials, there shall be a pre-paving meeting held on the site. The permittee, or his or her agent, shall notify the City Engineer at least two working days prior to the meeting and shall be responsible for notifying all principals responsible for grading and paving related operations. The Storm Water Coordinator shall be a part of the meeting. A qualified paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall be present at the pre-grading meeting to consult with the grading and excavation contractors.
45. All land development work shall be performed by a contractor licensed by the state to perform the types of work required by the permit.
46. The property owner shall pay the City for all costs of placing, repairing, replacing or maintaining a city-owned facility within the public right-of-way when the city facility has been damaged or has failed as a result of the construction or existence of the owner's land development work during the progress of such work. The costs of placing, replacing or maintaining the city-owned facility shall include the cost of obtaining an alternate easement if necessary. The City may withhold certification of the completion of a building or other work where a notice has been issued.

47. In accordance with Municipal Code Sections 12.10.080 and 16.12.240, the property owner(s) shall underground all existing utility distribution facilities, including telecommunication lines, on and along the frontage of the subject property as required by the City Engineer. The property owner(s) shall make the necessary arrangements with each of the serving utilities, including licensed communication operators for the installation or relocation of such facilities. No new overhead poles shall result from undergrounding activities.
48. Submit private street improvement plans with roadway cross-sections with rolled curb configuration on both sides to the Fire Marshal for review and approval. Minimum 20 foot fire lane for emergency access required. A four to six inch curb is permissible.
49. Prior to combustibles being brought to the site, the developer shall provide written certification from the Water Purveyor, dated within the last thirty days, that:
  - a. All public fire hydrants required of the project have been installed, tested, and approved by the Water Purveyor; and
  - b. Are permanently connected to the public water main system; and
  - c. Are capable of supplying the required fire flow as required by Heartland Fire & Rescue.
50. Group R-3 and U Occupancies: An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into or within the jurisdictions. When any portion of the facility or building protected is in excess of 400 feet (122 m) from a water supply on a public street, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains capable of supplying the required flow shall be provided when required by the Fire Code official. The size of fire hydrant outlets shall be a minimum of one 4 inch and one 2-½ inch NST outlet or greater as required by the Fire Code official.
51. In order to mitigate any impacts that grading may cause to paleontological and archaeological resources the following conditions shall be complied with:
  - a. The subdivider/applicant shall conduct a cultural resources records search and a Sacred Lands File search of the project area to determine if there is likelihood for on-site Native American cultural resources. A copy of a letter regarding the records search shall be provided to the Development Services Department prior to issuance of grading or improvement permits. The report shall provide recommendations for further analysis and those recommendations shall be implemented as a part of the mitigation measures.
  - b. A qualified paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall be present at the pre-grading meeting to consult with the grading and excavation contractors. A qualified paleontologist is defined as an individual with a Bachelor's or higher degree in paleontology or geology experienced in pale ontological techniques and procedures.
  - c. A qualified paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall be present at all times during the original cutting of previously undisturbed sediments of the Mission Valley Formation. These monitors shall inspect an excavation which exposes sediments of the Mission Valley Formation. Said monitors shall salvage remains as they are uncovered.

- d. A Kumeyaay Cultural Monitor shall be on-site for ground disturbing activities to inform the Viejas Band of Kumeyaay Indians of any new developments such as the inadvertent discovery of cultural artifacts, cremation sites, or human remains.
  - e. The paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall be allowed to temporarily direct, divert or halt grading to allow recovery of fossil and artifact remains. If cultural resources are discovered during site preparation and/or grading, then any further work shall cease and programs and procedures shall be initiated as outlined in CEQA guidelines 15064.5.
  - f. The paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall document the stratigraphic and geologic context of salvaged fossil and artifact remains.
  - g. The paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall clean, repair and sort salvaged fossils and artifacts for eventual donation.
  - h. Prior to final inspection, a report shall be prepared summarizing the results of the mitigation program and submitted to the Development Services Director. This report will include a discussion of methods employed, fossils and artifacts recovered, geologic context of fossil and artifact remains and the significance of the mitigation program.
  - i. Donate all curated fossil and artifact specimens to an institution with a proven history of professional, long term care and storage of paleontological and archaeological collections, such as the San Diego Natural History Museum.
52. One temporary on-site sign legible from the major vehicle travel lanes adjacent to the project shall be posted on the property for the duration of all construction on-site. The sign shall be a minimum of six feet high, six feet wide, and not to exceed 64 square feet total for two sides or 32 square feet for one side. Such sign shall include the permit numbers, property location and APN number, a site plan and description of the project, project name, and the developer's name, address and telephone number. Such sign shall be removed prior to grading permit final. Signs shall be maintained in good condition at all times.
53. Private residential, public residential, commercial and industrial fire access roads shall provide an access roadway with a minimum unobstructed width of 20-feet wide and a minimum 13'6" vertical clearance. All fire apparatus access roadways must be maintained unobstructed and drivable by fire apparatus throughout the construction process. Access roadways shall be capable of holding an imposed load of 75,000 pounds including in adverse weather conditions.
54. Grades for driveway and fire apparatus access roads shall not exceed 10 percent. Fire Department approval and additional conditions are required for grades up to 20 percent maximum. Angle of approach and departure for driveways shall not exceed five (5) percent.
55. Fire lane designations shall be required for all fire access roadways as determined by Heartland Fire & Rescue. Posted signs shall be required for all fire access roadways as determined by Heartland Fire & Rescue. Posted signs which state "FIRE LANE, NO PARKING" shall be installed every 50 feet. Curbs shall be painted red and stenciled with white letters indicating the same on the face and top of any curb as directed by Heartland Fire & Rescue. All fire lanes shall be marked and identified prior



to Certificate of Occupancy. Fire lane maintenance must be addressed in the CC&R's for the project.

56. All required fire apparatus access roads, fire lanes, fire department turn-around and entry/exit drives shall have a minimum 28-foot turning radius for fire apparatus depending on size, location, and type of project. Site plans shall provide a fire department turning radius template along the access roadway or within a detail confirming that the radius meets Heartland Fire & Rescue requirements.
57. Roadway design features (speed humps, bumps, speed control dips, etc.) which may interfere or delay emergency apparatus responses shall not be installed or allowed to remain on the emergency access roadways.

C. PRIOR TO ISSUANCE OF A BUILDING PERMIT, THE SUBDIVIDER/APPLICANT SHALL COMPLY WITH THE FOLLOWING:

1. All physical elements of the proposed project shown on the approved plans dated September 15, 2016 except as noted herein, shall be located substantially where they are shown and shall be constructed in accordance with applicable Lemon Grove City Codes to the satisfaction of the Development Services Director.
2. Pay all outstanding fees prior to issuance of a building permit(s) for new dwelling units authorized by this tentative map.
3. Per Ordinance 372 a Uniform Transportation Mitigation Fee for each unit must be paid at the time of building permit issuance. The fee is subject to annual increase and the actual fee will be calculated at the time of payment.
4. Obtain sewer permits and pay capacity fees for 20 dwelling units or as modified by the Lemon Grove Sanitation District prior to the issuance of a building permit. The permit requires a capacity fee plus prorated sewer service fees be paid at the time of permit issuance.
5. Pay appropriate school, parkland, diversion deposit, and other fees as applicable.
6. Submit for Development Services Director approval, a detailed landscape and irrigation plan. Provide reference sheets for the grading and landscape erosion control plans. The plan shall indicate all surface improvements including, but not limited to, the design and locations of all walls, fences, driveways, walkways, botanical and common names of all plant materials, number, size and location of all plantings; all irrigation lines including valves and back-flow devices; and soil amendments. Said landscape plan shall comply with the requirements of Section 17.24.050(B) and Chapter 18.44 of the Municipal Code. The landscape plan shall be in substantial conformance to the approved landscape concept plan.
7. Water supply, access, and fire protection system requirements shall meet City of Lemon Grove Fire Department standards.
8. An 18 foot wide by 19 foot clear space is required within all required two-car garages. Bike racks for two bicycles shall be installed in each garage. Driveways shall be a minimum of 18 feet wide by 19 feet deep if used for parking.
9. Future development shall comply with all applicable California Building Codes.
10. The project shall comply with applicable provisions of the current California Building and Fire Codes.
11. All new utility distribution facilities, including cable television lines, within the boundaries of any new subdivision or within any half street abutting a new

subdivision shall be placed underground. The subdivider shall coordinate with the necessary cable television operators for the installation of such facilities. Transformers, terminal boxes, meter cabinets, pedestals, concealed ducts, and other facilities necessarily appurtenant to such underground utilities and street lighting systems may be placed above ground unless directed otherwise by the City Engineer. All proposed structures on the subject property shall connect to the utility system via underground system.

12. Submit a written statement signed by the civil engineer reporting that the site is rough graded in conformance with the approved grading plan, as modified or amended by any construction changes approved by the city engineer, and which specifically states the items which were performed under his/her supervision, and are shown correctly on the as-graded drawings.
  13. Prior to issuance of building permits, incorporate best management practices including site design, source control and treatment control, construction and on-going maintenance identified in the SWQMP and Drainage Report into the Building Plans.
  14. Provide the City with, upon completion of the grading, a compaction report from the geotechnical firm and a letter from a licensed civil engineer that the grading and elevations of the pad were done in accordance with the approved grading plans and prior to the issuance of building plans.
  15. Fire apparatus access roads (all roads in the project) shall be paved and accessible and fire hydrants shall be capable of flowing required GPM and shall be tested and accepted by the Fire Department prior to dropping any lumber for construction.
  16. Any gate or barrier across a fire access roadway, whether manual or automatic, must meet the Heartland Fire & Rescue requirements and have specific plans and permits approved prior to installation. Knox brand key-operated electric key switch keyed to Heartland Fire & Rescue specification are required. The Knox switch shall override all gate functions and open the gate. Other access control systems such as Opticom, siren, etc. shall be permitted with the approval of Heartland Fire & Rescue.
  17. Provide plans on Auto CAD (any release) for pre-fire planning use by the Fire Department. Information shall include locations of all exits, stairwells, and roof access. Also, gas, electrical, water, fire sprinkler, and standpipe valves and shutoffs, and elevator and electrical equipment rooms, fire alarm panels, remote annunciators, and RTU/HVAC detectors.
  18. All pedestrian paths shall be Title 24 compliant and ADA accessible to persons with disabilities if applicable.
  19. Driveways shall drain into landscape areas.
  20. Provide proof of utility easement vacation.
- D. DURING GRADING ACTIVITY AND PRIOR TO GRADING PERMIT FINAL APPROVAL, THE SUBDIVIDER/APPLICANT SHALL COMPLY WITH THE FOLLOWING:
1. All physical elements of the project shown on the approved grading, improvement and related plans shall be located substantially where they are shown and shall be constructed in accordance with appropriate Lemon Grove City Codes.
  2. All trash, debris, and waste materials should be disposed of offsite, in accordance with current local, state, and federal disposal regulations. Any materials containing petroleum residues encountered during property improvements should be evaluated prior to removal and disposal, following proper procedures. Any buried trash/debris

- encountered should be evaluated by an experienced environmental consultant prior to removal.
3. Soil sampling and analysis for the presence of organochlorine pesticides in soil shall be performed.
  4. Soil sampling and analysis for the presence of lead in soil shall be performed.
  5. For any work within the public right-of-way, the subdivider shall secure an encroachment permit to work within the City right-of-way and place a special deposit with the City to ensure that any damage to the existing roadway or other public improvements is repaired in a timely manner. The subdivider shall be responsible for all unforeseen costs related to work performed in the right-of-way.
  6. The development and preparation of the site shall conform to all recommendations of the approved geotechnical reports submitted to the City.
  7. The drainage structures, bio retention areas, underground storage pipes, and outlet structures identified in the Standard Water Quality Management Plan (SWQMP) shall be installed. Any modifications to the bio retention areas shall require modifications to the SWQMP and review and approval by the City Engineer.
  8. Provide the City with a final drainage/hydrology report/letter indicating that the site design is in accordance with the report and the National Pollutant Discharge Elimination System (NPDES) permit.
  9. The fire hydrant system shall be tested to ensure adequate fire flow. The required fire hydrant flow shall be 1,500 GPM for a 2-hour duration at 20 PSI residual operating pressure. Documentation is required from the Water Purveyor verifying that the system is capable of meeting the required fire flow prior to building permit issuance. If the system is not capable of meeting the required fire flow documentation shall be provided showing financial arrangements have been made and water system improvement plans have been submitted and approved by Heartland Fire & Rescue and the Water Purveyor to upgrade the existing system prior to release of building permits. The terms and conditions of the Tentative Subdivision Map shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to this Planned Development Permit and the heirs, executors, administrators, successors, and assigns of each of them, including municipal corporations, public agencies, and districts. Fire hydrants shall be painted per Heartland Fire & Rescue and the local Water Purveyor standards and be maintained free of obstructions. Blue reflective raised pavement markers shall be installed on the pavement at approved locations marking each fire hydrant.
  10. Public and private water utility mains must provide the level of reliability/redundancy determined necessary by Heartland Fire & Rescue and the local Water Purveyor Engineer.
  11. The subdivider shall construct or shall cause to be constructed, at his/her own cost, a street lighting system conforming to the City standards.
  12. Street signs for private and public streets meeting the requirements of the City Engineer standards shall be installed at all intersections prior to final occupancy approval.
  13. A street naming request application shall be completed to rename the Palm Street cul-de-sac to Palm Court or another mutually agreed upon name by the effected property

- owners. An additional request shall be completed for the proposed private street. Appropriate signage shall be required to be installed.
14. The installation of gas, electric, sewer, and water lines and any other below surface utilities is required to take place before the installation of any concrete curbs, gutters, sidewalks, and surfacing of the streets (including repair or replacement). Sewer and water lines shall not be laid in the same trench in any part of this subdivision.
  15. Metallic identification tape shall be placed between the bottom layer of the finished surface and the top of all irrigation lines in the public right-of-way.
  16. The contractor/permittee conducting any earth moving operation shall be responsible for controlling dust created by its grading operation or activities at all times.
  17. Reporting for earthwork, asphalt, and concrete testing shall be required and prepared in accordance with the latest version of the "Greenbook" Standard Specifications for Public Works Construction. Reports shall be submitted to the City for review and approval prior to the applicant's request for final inspection on the grading or improvement permits. The reports shall be signed and stamped by a California registered engineer.
  18. All flammable vegetation shall be removed from each building site with slopes less than 15% at a minimum distance of thirty (30) feet from all structures or to the property line, whichever is less to the satisfaction of the Deputy Fire Marshal and Development Services Director.
  19. A pad certification and compaction report shall be submitted to the City for review and approval prior to the applicant's request for final inspection on the grading permit.
  20. The subdivider shall submit record drawings (as-builts) and engineering documentation with applicable fees for all public improvements to the City to the satisfaction of the City Engineer.
  21. Submit a certification letter stating that the grading was done per the approved plan or an as-graded version of the grading plan (as-graded drawings) prepared, signed and dated by the responsible civil engineer which shall include original and "as-graded" ground surface elevations, pad elevations, slope ratios, and elevations and locations of all surface and subsurface drainage facilities, location and scaled sections of all buttress/stabilization and fills, subdrains and general location and depth of all areas or removal of unusable soil.
  22. Submit a final soils engineering report prepared by a soil engineer, including type of field testing performed, compaction reports, final pad elevations, suitability of utility trench and retaining wall backfill, the maximum allowable soil bearing pressure and the required pavement structural sections, summaries of field laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the preliminary soils engineering report. Each field density test shall be identified, located on a plan or map, the elevation of the test, and the test method of obtaining the in-place density described.
  23. Final approval shall not be given until all work, including installation of all drainage facilities and their protective devices, required irrigation system installed protective devices, required planting, and all erosion control measures have been completed in accordance with the final approved grading plan and the as-graded drawing, required reports and statements of compliance consistent with section 18.08.030 and Chapter 18.44 of the Lemon Grove Municipal Code have been submitted.

24. The Developer and Current and Future Property Owners shall adhere to the recommendations of the requirements of the Storm Water Quality Management Plan (SWQMP) prepared for this project to the satisfaction of the Water Quality Program Coordinator.
25. The exterior boundary of the subdivision and all lot corners shall be monumented with permanent monuments in accordance with Section 16.12.250 to the satisfaction of the City Engineer.

E. PRIOR TO BUILDING FINAL, THE SUBDIVIDER/APPLICANT SHALL COMPLY WITH THE FOLLOWING:

1. All physical elements of the project, including public street improvements, shown on the approved building, landscape, grading, improvement and related plans shall be located substantially where they are shown and shall be constructed in accordance with appropriate City Codes.
2. Permanent residential three-dimensional street numbers, minimum 4 inches in height, shall be provided on the address side of the building at the highest point and furthest projection of the structure. The address shall be visible from the street and shall not be obstructed in any manner.
3. Comply with the new "solar ready" requirements in Title 24 (Section 110.10). This includes reserved solar zones on the roof, conduit installation, 200 amp service, etc.
4. Prior to Fire Department clearance for occupancy, an automatic fire sprinkler system shall be installed. The system shall comply with NFPA #13-D Standard for Automatic Fire Sprinkler Systems-Single Family Dwelling. Three (3) sets of plans, hydraulic calculations, and material specifications sheets for all equipment used in the system shall be submitted by a State of California Licensed C-16 Contractor for review, approval, and permits issued prior to commencing work.
5. Demonstrate to the satisfaction of the Development Services Director that the required noise barriers/sound walls as shown on Exhibit "A" have been installed and provide noise mitigation at or below the City of Lemon Grove 65 dBA CNEL exterior noise level standards for the outdoor areas as described in the Noise Evaluation Report (dated November 10, 2015) prepared for this project.
6. All dwelling units shall comply with the interior noise level requirements of California Code Title 24. Exterior walls and roof assemblies shall have a STC rating of 46 or better in accordance with the acoustical analysis. Exterior doors shall have a minimum STC rating of 28 in accordance with the acoustical analysis. The glass assemblies (windows, fixed windows, and glass doors) of the perimeter units having direct line of sight to State Route 125 shall require a Sound Transmission Class (STC) rating of 31 to reduce the interior noise levels below 45 dBA CNEL in accordance with the acoustical analysis. Other glass assemblies shall be dual-paned with acoustical sealant around the exterior edges to have an STC rating of 26 or higher in accordance with the acoustical analysis.
7. A closed window condition is required with mechanical ventilation installed to move air within the structure in accordance with the acoustical analysis.
8. The developer/owner shall be required to repair and/or replace any damaged public improvements fronting the project and within 100 feet to the satisfaction of the City Engineer.



F. PRIOR TO RECORDATION OF A FINAL MAP, THE SUBDIVIDER/APPLICANT SHALL COMPLY WITH THE FOLLOWING:

1. All physical elements of the project, excepting improvements for buildings, including public street improvements, shown on the approved building, landscape, grading, improvement and related plans shall have obtained final approval or appropriate securities associated with such improvements shall be provided for in accordance with appropriate City Codes.
2. Submit a copy of the Preliminary Title Report, Subdivision Guarantee and Tax Clearance Certificate no more than 60 days in advance of the recordation of the Final Map to the City Engineer for review.
3. The subdivider shall provide the City Engineer with one reproducible Mylar copy of the final map for recordation.
4. Provide proof of the utility easement vacation.
5. Each parcel shall be subject to inclusion into the Lemon Grove Roadway Lighting District which includes an annual assessment.
6. A formal written request to add street lights to the Lemon Grove Lighting District shall be submitted to the City of Lemon Grove Lighting District prior to permanently energizing. If required, a deposit for the initial operation costs expended by the Lighting District for the subject property shall be submitted until the units are placed on the Tax Assessor's yearly statement.
7. Water improvement plans shall be approved by Heartland Fire & Rescue prior to recordation. The developer shall furnish Heartland Fire & Rescue with three (3) copies of the water improvement plans designed by a Registered Engineer and/or Licensed Contractor. On-site fire service mains shall have a minimum of eight (8) inch water mains with six (6) inch laterals and risers. Larger pipes may be required to meet required fire flow requirements. Fire hydrants shall provide one 4-inch port and 2- 2 ½ ports and must be an approved fire hydrant type.
8. Backflow prevention devices for private building sewers shall be required pursuant to Section 710.0 of the CBC (2000 UPC).
9. Pay \$85 for the preparation and recordation of each document as required for the subject permit.
10. The subdivider shall comply with Section 66436 of the Government Code by furnishing to the City Engineer a certification from each public utility and each public entity owning easements within the proposed subdivision stating that: a) they have received from the developer a copy of the proposed final map; b) they object to/do not object to the filing of the map without their signature. In addition, the subdivider shall furnish proof to the satisfaction of the City Engineer that no new encumbrances have been created that would subordinate the City's interest over areas to be dedicated for public road purposes since submittal of the tentative map.
11. The protection of the public interest requires that the subdivider, contractors, builders, lot or parcel owners, and other persons, firms, and corporations concerned with the development of said subdivision conform to the following standards, and all permits required by the City of Lemon Grove will be issued pursuant to such standards:
  - a. All domestic water supplied for this subdivision shall come from Helix Water District.

- b. All buildings constructed for this subdivision shall be connected to the public sewer system of the Lemon Grove Sanitation District.
  - c. The project shall comply with applicable provisions of Title 15 (Buildings and Construction).
  - d. Proper drainage shall be maintained throughout this subdivision as to prevent ponding and/or storage of surface water and shall be in compliance with the NPDES permit to the satisfaction of the Water Quality Coordinator and the City Engineer.
12. The final map shall show or provide for the following:
- a. The design and area of all lots and the design of the final map shall be in substantial conformance to that shown on the approved tentative map to the satisfaction of the Development Services Director.
  - b. The final map shall indicate that this project is a planned development for twenty (20) dwelling units.
  - c. The final map shall include the signature of the Development Services Director prior to recording and other items required in Title 16.
  - d. The final map shall identify any easements indicated within the Title Report, proposed on the approved Tentative Map, and as required by the Lemon Grove Fire Department or City Engineer.
  - e. The Final Map shall include all easements as shown on Tentative Subdivision Map TM0-000-0062, including but not limited to private sewer, drainage, utility and open space, and public access and emergency access easements.
  - f. A note shall be placed on the final map indicating that domestic water supplied for this project shall come from Helix Water District.
13. Covenants, Conditions and Restrictions (CC&Rs) shall be submitted to the City for review and shall be written to the satisfaction of the Development Services Director and the City Engineer. The CC&Rs shall include the conditions herein to the satisfaction of the Fire Marshal, Water Quality Program Coordinator, City Engineer, and Development Services Director and shall be recorded prior to or concurrent with the final map and shall include but not be limited to the following:
- a. The Developer, Current and Future Property Owners shall adhere to the CC&Rs approved for this project.
  - b. The formation of a home owner's association (HOA) with maintenance responsibilities is required.
  - c. A Best Management Practices (BMP's) and a Private Driveway and Drainage Maintenance Agreement to the satisfaction of the City Engineer. The maintenance and the preservation of drainage and BMP facilities shall be included.
  - d. The CC&Rs shall identify and implement the BMP's identified in the SWQMP prepared for this project and state that the Developer, Current and Future Property Owners shall comply with the recommendations of the SWQMP prepared for this project to the satisfaction of the Water Quality Program Coordinator and the City Engineer. Funding of the long term maintenance of all facilities required by the SWQMP shall be included in the annual HOA budget.

- e. A long-term operation and maintenance program (OMP) will be a requirement and the responsibility of HOA to maintain. Funding for the program is required to be accounted for in the annual budget of the HOA.
- f. The CC&Rs shall include on-going maintenance of landscaping and irrigation (private and within public right-of-way) of slopes, parkways, open space and park areas as illustrated on approved landscape and irrigation plans (Exhibit A). This Exhibit A shall be included in the CC&Rs. All landscaping shall be well maintained in a healthy growing condition at all times in substantially the same condition as approved in accordance with the approved landscape and irrigation plans. Sprinkler heads shall be adjusted so as to prevent overspray upon the public sidewalk or the street. The proposed sprinkler heads shall be installed behind the sidewalk, and the irrigation mainline upon private property only, as required by the City. The HOA or, its successors or assigns, shall remove and relocate all irrigation items from the public right-of-way at no cost to the City, and within a reasonable time frame upon a written notification by the City Engineer. An Encroachment, Maintenance, and Removal Agreement shall be signed and recorded prior to recordation of the final map or building permitting. The City will provide the template for the agreement.
- g. Immediate removal of graffiti and any other type of offensive debris is required.
- h. All garage doors shall be automatic roll-up type doors and equipped with remote control devices.
- i. All garages shall be available for required off-street parking (18 foot wide by 19 foot deep interior clear space) at all times.
- j. No parking is permitted within the private street, pedestrian pathways, or designated fire lane area at any time. Parking on-site is only permitted within designated parking spaces and within the dwelling units' garages. Parking within driveways less than 19 feet in depth is prohibited.
- k. Maintain the drainage facilities and any access easements (where they occur) on the property.
- l. All light fixtures shall be designed, shielded and adjusted to reflect light downward, away from any road or street, and away from any adjoining premises.
- m. The property shall comply with all performance standards relating to the generation of noise, glare, dust, and odor.
- n. If any fire hydrant is taken "OUT OF SERVICE," Heartland Fire & Rescue shall be notified immediately and the hydrant marked, bagged, or otherwise identified as "OUT OF SERVICE" as directed by the Fire Marshal.
- o. Designated fire apparatus streets and turn-arounds shall be maintained accessible and usable by emergency vehicles. Usable conditions include but are not limited to the following:
  - i. An all-weather road surface shall be maintained.
  - ii. Road shall support imposed loads of fire apparatus at 75,000 pounds.
  - iii. No parking-fire lane signs shall be repaired or replaced as needed.
  - iv. Fire lanes shall remain free at all times of any obstruction including but not limited to: vehicles, storage, debris, etc.



- v. Fire lane or hammerhead turn-around shall maintain an unobstructed width of 20 feet and a minimum 13' 6" vertical clearance.
  - vi. Grades exceeding 12 percent shall be concrete with a deep broom finish perpendicular to the access roadway.
  - vii. Fire Department approval and conditions are required for fire apparatus access roads with grades between 10 percent and 20 percent.
  - viii. All required fire access roads and turn arounds shall have a minimum 28 foot turning radius
  - p. Trees shall not grow within five feet of any proposed chimneys.
  - q. Safety features including fire sprinklers, ignition resistant construction, smoke and carbon monoxide detectors and fire resistive landscaping shall be maintained in accordance with California Fire Code, California Building Code, California Vehicle Code (fire lanes), City Municipal Code and any other applicable codes.
  - r. All trash and recycling receptacles are required to be within the individual residences of the proposed planned development at all times, except that one recycling container and one refuse container per dwelling unit is permitted directly outside of the individual dwelling unit's garage within ten hours of the trash pick-up times specified by EDCO waste and recycling company.
  - s. Rooftop mechanical equipment, including but not limited to heating, air conditioning and ventilating equipment, shall be screened so that it may not be seen from the level of adjacent streets and sidewalks.
  - t. The use of barbed wire or razor ribbon on any fences, gates, or walls is prohibited.
  - u. Ongoing maintenance of the onsite private sewer is required.
  - v. The CC&Rs shall clearly establish the responsibilities of the individual home owners and the HOA with regard to the continuing maintenance and preservation of the project.
  - w. The CC&Rs shall specifically limit the number of dwelling units to twenty (20) on the site.
  - x. The CC&Rs shall give the City the right but not the duty to enter the premises to do maintenance and levy assessments if the home owners fail or refuse to maintain said facilities, and shall forbid amendments to the CC&Rs without express written consent of the City.
  - y. Common open space areas shall be well maintained at all times (e.g., bike racks, barbecues, tables, landscape, signage, and public art features).
  - z. Street trees along the roadway shall not obstruct the ability of fire apparatus access and fire department aerial operations. Tree height and type should be considered in the ultimate landscape design.
- G. The terms and conditions of the Tentative Subdivision Map shall be binding upon the permittee and all persons, firms, and corporations having an interest in the property subject to Planned Development Permit PDP-150-0003 and the heirs, executors, administrators, successors, and assigns of each of them, including municipal corporations, public agencies, and districts.
- H. This Tentative Subdivision Map approval expires on October 4, 2018 or such longer period as may be extended by State Law or through time extensions approved by the

Development Services Director or City Council. A Final Map must be recorded within **two (2) years** (excluding extensions granted by State Law) from the date of approval unless time extension is granted.


- I. The subdivider shall indemnify, protect, defend, and hold harmless, the City and any agency thereof, and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees, or agents to attack, set aside, void, or annul, an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by the voters of the City, concerning the project. City shall promptly notify the applicant/subdivider of any claim, action, or proceeding brought within this time period, and City shall further cooperate fully.

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PASSED AND ADOPTED: On October 4, 2016, the City Council of the City of Lemon Grove, California adopted resolution No. 2016-3469 by the following vote:

<u>COUNCILMEMBERS</u>	AYES	NOES	ABSTAIN	ABSENT
Mary Teresa Sessom	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
George Gastil	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jerry Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Mendoza	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Racquel Vasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

  
MARY TERESA SESSOM, Mayor

Attest:

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



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 1.F

**Meeting Date:** October 13, 2022

**Submitted to:** Honorable Mayor and Members of the City Council,

**Department:** City Manager's Office

**Staff Contact:** Monica Gonzalez, Community Services Specialist;  
[Mgonzalez@lemongrove.ca.gov](mailto:Mgonzalez@lemongrove.ca.gov) and  
Lydia Romero, City Manager; [Lromero@lemongrove.ca.gov](mailto:Lromero@lemongrove.ca.gov)

**Item Title:** **Accept Donation From Christopher Williams of a Bumper Pool Table**

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**Recommended Action:** Accept donation from Mr. Christopher Williams of a Bumper Pool Table to the City of Lemon Grove.

**Summary:** On Saturday, September 17, 2022, Mr. Christopher Williams dropped off a Bumper Pool Table at the Lemon Grove Recreation Center and advised staff that he was donating it to the City. Mr. Williams mentioned to staff that the estimated value of the donation was \$1,100.

Under the Fair Political Practices Commission (FPPC) guidelines, the City may accept this donation as a long as the donation is gifted to the City and an FPPC Form 801 is completed and posted on the City's website.

Staff sent an email to Mr. Williams on September 27, 2022, thanking him for his donation and requesting information about the table for insurance purposes. Below are photographs of the donated Bumper Pool Table.



**Environmental Review:**

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

**Staff Recommendation:** Accept donation from Mr. Christopher Williams of a Bumper Pool Table to the City Lemon Grove.

**Attachments:**  
**Attachment A – Resolution**

**RESOLUTION NO. 2022-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE,  
CALIFORNIA ACCEPTING THE DONATION OF A BUMPER POOL TABLE  
FROM MR. CHRISTOPHER WILLIAMS TO THE CITY OF LEMON GROVE**

**WHEREAS**, the Lemon Grove City Council has from time to time accepted large donations from individuals; and

**WHEREAS**, Mr. Christopher Williams has donated a Bumper Pool Table to the City of Lemon Grove; and

**WHEREAS**, under the Fair Political Practices Commission (FPPC) guidelines, the City of Lemon Grove can accept this gift valuing approximately \$1,100 from Mr. Williams, with the filing and public posting of a form 801.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California that the foregoing recitals are true and correct;

1. Accepts the gift of the Bumper Pool Table; and
2. Authorizes the City Manager or her designee to execute the required FPPC forms needed to accept the aforementioned gift.

***PASSED AND ADOPTED*** on October 18, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-\_\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***



# CITY OF LEMON GROVE

## CITY COUNCIL STAFF REPORT

**Item No.** 2.  
**Meeting Date:** October 18, 2022  
**Submitted to:** Honorable Mayor and Members of the City Council  
**Department:** City Manager's Office  
**Staff Contact:** Lydia Romero, City Manager; [lromero@lemongrove.ca.gov](mailto:lromero@lemongrove.ca.gov)  
**Item Title:** **Employee Equity Compensation Plan**

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**Recommended Action:** Approve the proposed Employee Equity Compensation Plan.

**Background:** A City Council Priority this fiscal year is to improve compensation for all city employees. City employees are comprised of two groups, Fire and Miscellaneous. The Fire group is comprised of fire fighters, engineers, captains, and battalion chief classifications. The Miscellaneous group is comprised of clerical, technical, public works, sanitation, administrative and professional classifications. In each classification of the employee groups, a salary survey was conducted, revealing that nearly all the classifications are below the median salary of the surveyed jurisdictions. When salaries lose market viability, it makes recruitment and retention problematic.

At the September 20, 2022, City Council meeting, the City Council discussed the concept of a salary philosophy, compensation equity, and job classification alignment. There was Council consensus on moving forward with these items.

### **Discussion:**

#### *Equity Compensation Plan*

The proposed Equity Compensation Plan (**Attachment A**) begins to address the market inequity of our current compensation plan. A draft of the proposed compensation philosophy, internal alignment, and costs are attached for review, discussion and adoption.

As a sound management practice, an adopted salary philosophy allows current and prospective employees to understand how the organization values its staff; it assists with the retention of trained employees and it is a tool for recruitment. The following statement captures the proposed philosophy of the City Council with regards to employee compensation.



*The City of Lemon Grove endeavors to have an equity compensation plan for its employees. It is the goal to set salary bands within five (5) percent of the market median, when possible.*

Another component of a sound compensation plan is creating an internal alignment between job classifications. This salary separation is necessary to encourage growth in a career and most importantly succession planning for the organization. If there is salary compaction between job classifications, there is no incentive for the employee to take the next promotion or to consider a leadership position. In **Attachment A**, is the proposed internal alignment that takes into account job classifications, various responsibilities in the organization, and the median market survey information. In a majority of the job classifications, progress was made in closing the market compensation gap while maintaining salary differentials. The group of classifications that are still significantly below the median include the director and mid-manager levels. This is due to the necessity to maintain differential between the City Manager and department directors. Although it was unworkable to close the median gap, incremental movement to close the gap was accomplished in the director and mid-manager levels.

### *Fire*

The proposed salary plan for the Fire group will keep the current step system in place, however, this new plan does bring the fire group within market median. This new plan creates differential percentages between classifications, which will help with internal promotion of this class of employees. Human Resources staff met and consulted with the Fire Association and received their support of the new plan. If approved these new salary bands will be effective with the first pay period in January.

### *Miscellaneous*

The proposed salary plan for the Miscellaneous group (clerical, technical, public works, sanitation, administrative, and professional classifications) creates an 11 step merit system with K being the top step. This top step brings nearly all classification within the proposed salary philosophy of the City Council. In a few classification, no equity increase was warranted due to that salary band being within or above the market median. As noted earlier in this report, this new salary plan addresses compaction issues between job classifications. If approved these new salary bands will be effective with the first pay period in January.

### *Budget impact*

Each fiscal year during the budget development process, staff budgets salaries at top step of the band which assists in covering the costs of vacation cash out or employee separations. Staff looked at our currently filled positions, which step the employee is currently at and where the position would be placed with the new salary plan. For fire, the estimated budget impact to the general fund for the remainder of this fiscal year would be \$30,500. The miscellaneous group budget impact would be \$35,000 with general fund

paying for \$21,000 other funds, including sanitation for the remainder of the cost. These costs include all the roll up costs (payroll taxes, pensions, etc.) that are required with operating a business.

It is important to note that two thirds of the employees in the miscellaneous class are near the beginning to middle of the salary bands; should this plan be adopted employees will be placed in a band equal to their current step. For example, employee X is currently at the C step of the old salary plan, this employee would be placed in the new C step or the band closest to their current salary. When staff was projecting costs, all employees in this class received an equity increase to their current salary.

Staff is certain that these costs can be absorbed in the current budget due to FY 22 sales tax revenue exceeding projections by approximately \$800 thousand.

**Conclusion:** To remain competitive in the market it is imperative that the salary inequity be addressed. The proposed Equity Compensation Plan moves towards addressing the inequity with all employee classifications and creates an incentive for employee retention by creating additional salary bands.

**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 |

**Fiscal Impact:** Total impact to the FY 22-23 budget is \$65,000. General fund total impact is \$51,000 and other funds impacted by \$14,000. These additional costs can be absorbed in the current fiscal year budget.

**Public Notification:** None.

**Staff Recommendation:** Discuss and adopt the proposed Employee Equity Compensation Plan.

**Attachment(s):**

**Attachment A – Equity Compensation Plan**

**Attachment B – Resolution Adopting Equity Compensation Plan**

## Equity Compensation Plan



## **Compensation Philosophy**

### **Overview**

The City of Lemon Grove's workforce is our most valuable resource that is key to the organization's success. Each City employee plays a defining role in the timely, efficient, and reliable delivery of public services to all Lemon Grove residents. The City strives to provide exemplary service to the community by being a world-class City for all. Recognizing our workforce of dedicated and talented staff, the Compensation Philosophy highlights the City's continues efforts to promote a healthy work culture, where employees feel valued and supported to always achieve excellent customer service. This Compensation Philosophy supports the City's efforts to attract and retain highly qualified and high-performaing employees, who consistently exemplify the organization's values. In order to provide competitive, sustainable, and responsible compensation, the City will take into account the following Compensation Philosophy.

### **Compensation Philosophy Summary**

The City of Lemon Grove endeavors to have an equity compensation plan for all classifications of employees. It is the goal to set salary bands within five (5) percent of the market median of surveyed ares.

The City's goal is to move within five (5) percent of market for all classifications that are currently under the market median. This compensation plan should also reflect the ability over the long term to keep pace with economic inflation through periodic wage increases based on cost of living adjustments (COLA). Compensation and equity adjustments should be data-driven to ensure internal and external pay equity. The Compensation Philosophy plan should be reviewed periodically to ensure it continues to meet the goals of the City.

### **Fiscal Responsibility, Long Term Sustainability, and Cost Containment**

The City carefully considers the following when recommending changes to the total compensation package:

- The Adopted and Purposed Budgets,
- Five-Year Financial Outlook,
- Overall organizational issues (e.g., unforeseen economic, regulatory, operational changes and challenges, long-term liabilities, capital improvements and other asset requirements), and
- The Cities ability and willingness to pay based on Council priorities in the context of competing priorities related to the public interest without sacrificing the quality, level, and mix of services or prudent fund reserves.



**Survey Methodology – Benchmark Classifications**

In the interest of consistency when surveying wage or salary data, the City uses the top step monthly base wage or salary of the comparison entity. In addition, the City recommends utilizing the same classifications from year to year when conducting the Compensation Surveys for represented and unrepresented positions to ensure ongoing evaluation of the benchmark classifications.

## City of Lemon Grove Internal Alignment

CLASSIFICATION	CLASS & %AGE DIFFERENTIAL	PROPOSED TOP STEP (MO.)	HIGH MEDIAN
City Manager	N/A	\$14,583.33	
Assistant City Manager	10% below City Manager	\$13,257.58	-35.70%
Administrative Services Director	10% below ACM	\$12,052.34	-27.78%
Development Services Director	10% below ACM	\$12,052.34	-31.97%
Finance Director	10% below ACM	\$12,052.34	No Comparisons
Public Works Director	10% below ACM	\$12,052.34	-36.14%
Community Development Mgr.	7.5% below Directors	\$11,211.48	+1.14%
Finance Manager	7.5% below Directors	\$11,211.48	-8.01%
PW Operations & Admin. Mgr.	10% below Directors	\$10,956.67	+4.26%
Principal Planner	10% below Finance Manager	\$10,192.25	-8.55%
City Clerk	10% below Finance Manager	\$10,192.25	-18.99%
Human Resources Manager	10% below Finance Manager	\$10,192.25	-10.72%
Community Services Superint.	10% below Finance Manager	\$10,192.25	No Comparisons
PW Superintendent	10% below Finance Manager	\$10,192.25	+10.80%
Sr. Management Analyst	20% below Managers above	\$8,493.55	-6.17%
Management Analyst	17.5% below Sr. MA	\$7,228.55	-5.01%
Accounting Analyst	20% below Sr. MA	\$7,077.96	+0.08%
Associate Accountant	Same as Admin Analyst (or 15% below Accounting Analyst)	\$6,154.75	-8.58%
Administrative Analyst	No Change	\$6,061.48	-3.96% – No Change
Administrative Assistant	30% below Admin Analyst	\$4,662.68	-17.55%
Communications Specialist	Same as Admin Assistant	\$4,662.68	-35.31%
Community Services Specialist	40% below Admin Analyst	\$4,329.63	+0.82%
Community Services Assistant	10% below Community Svcs Spec	\$3,936.03	+14.31%
Sr. Planner	20% below Principal Planner	\$8,493.54	-13.10%
Associate Planner	15% below Sr. Planner	\$7,385.69	-5.59%
Assistant Planner	5% below Assoc. Planner	\$7,033.99	+2.03%
Development Services Tech. II	No Change (Same as Code Enforcement Officer)	\$6,061.48	+5.17% - No Change
Code Enforcement Officer	No Change	\$6,061.48	+1.45% - No Change
Associate Civil Engineer	30% below PW Ops Mgr	\$8,428.21	-13.10%
Assistant Engineer	15% below Assoc. Civil Engineer	\$7,328.88	-12.13%
Engineering Inspector	12.5% below Asst. Engineer	\$6,514.56	-21.64%

## City of Lemon Grove Internal Alignment

Engineering Technician III	20% below Asst. Engineer	\$6,107.40	-15.03%
Fire Inspector	Same as Engineering Inspector	\$6,514.56	-1.00%
Deputy City Clerk	10% above Executive Assistant	\$5,641.84	-8.87%
Executive Assistant	10% above Admin Assistant	\$5,128.94	-34.99%
PW Secretary	No Change	\$3,964.74	+1.99% - No Change
License Clerk	No Change	\$3,964.74	+3.45% - No Change
Account Clerk	Same as License Clerk	\$3,964.74	-23.11%
Sanitation Supervisor	55% below PW Superintendent	\$6,575.65	-7.10%
Streets Supervisor	55% below PW Superintendent	\$6,575.65	-7.66%
Facilities Supervisor	15% below San. & Streets Sup's	\$5,717.96	-3.79%
Technician II	40% below San. & Streets Sup's	\$4,696.89	+7.49%
Technician I	15% below Technician II	\$4,084.25	-8.09%
Fire Division Chief	7.5% above B/C	\$13,048.35	
Battalion Chief	No Change	\$12,138.00	
Fire Captain	30% below B/C	\$9,336.92	
Fire Engineer	15% below Fire Captain	\$8,119.06	
Firefighter/Paramedic	7.5% below Fire Engineer	\$7,552.61	

**Salary Plan**  
**FY 2022-23**  
**Filled Classifications**  
CITY MANAGER

CONTRACT

Additional Steps

175,000.00  
14,583.33  
6,730.77  
87.98

PUBLIC WORKS DIRECTOR

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	100,146.15	105,158.43	110,409.39	115,938.81	121,726.80	127,813.14	131,015.43	134,297.28	137,658.69	141,099.66	144,628.08
MONTHLY	8,345.51	8,763.20	9,200.78	9,661.57	10,143.90	10,651.10	10,917.95	11,191.44	11,471.56	11,758.31	12,052.34
BI-WEEKLY	3,851.78	4,044.56	4,246.52	4,459.19	4,681.80	4,915.89	5,039.06	5,165.28	5,294.57	5,426.91	5,562.62
HOURLY	50.35	52.87	55.51	58.29	61.20	64.26	65.87	67.52	69.21	70.94	72.71

COMMUNITY DEVELOPMENT  
MANAGER

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	93,184.65	97,838.91	102,731.85	107,863.47	113,253.66	118,922.31	121,885.92	124,929.09	128,051.82	131,254.11	134,537.76
MONTHLY	7,765.39	8,153.24	8,560.99	8,988.62	9,437.81	9,910.19	10,157.16	10,410.76	10,670.99	10,937.84	11,211.48
BI-WEEKLY	3,584.03	3,763.04	3,951.23	4,148.60	4,355.91	4,573.94	4,687.92	4,804.97	4,925.07	5,048.24	5,174.53
HOURLY	46.85	49.19	51.65	54.23	56.94	59.79	61.28	62.81	64.38	65.99	67.64

FINANCE MANAGER

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	93,184.65	97,838.91	102,731.85	107,863.47	113,253.66	118,922.31	121,885.92	124,929.09	128,051.82	131,254.11	134,537.76
MONTHLY	7,765.39	8,153.24	8,560.99	8,988.62	9,437.81	9,910.19	10,157.16	10,410.76	10,670.99	10,937.84	11,211.48
BI-WEEKLY	3,584.03	3,763.04	3,951.23	4,148.60	4,355.91	4,573.94	4,687.92	4,804.97	4,925.07	5,048.24	5,174.53
HOURLY	46.85	49.19	51.65	54.23	56.94	59.79	61.28	62.81	64.38	65.99	67.64

CITY CLERK

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	84,691.62	88,928.19	93,383.55	98,057.70	102,950.64	108,102.15	110,807.19	113,571.90	116,416.17	119,320.11	122,307.00
MONTHLY	7,057.64	7,410.68	7,781.96	8,171.48	8,579.22	9,008.51	9,233.93	9,464.33	9,701.35	9,943.34	10,192.25
BI-WEEKLY	3,257.37	3,420.32	3,591.68	3,771.45	3,959.64	4,157.78	4,261.82	4,368.15	4,477.55	4,589.24	4,704.12
HOURLY	42.58	44.71	46.95	49.30	51.76	54.35	55.71	57.10	58.53	59.99	61.49

HUMAN RESOURCES MANAGER

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	84,691.62	88,928.19	93,383.55	98,057.70	102,950.64	108,102.15	110,807.19	113,571.90	116,416.17	119,320.11	122,307.00
MONTHLY	7,057.64	7,410.68	7,781.96	8,171.48	8,579.22	9,008.51	9,233.93	9,464.33	9,701.35	9,943.34	10,192.25
BI-WEEKLY	3,257.37	3,420.32	3,591.68	3,771.45	3,959.64	4,157.78	4,261.82	4,368.15	4,477.55	4,589.24	4,704.12
HOURLY	42.58	44.71	46.95	49.30	51.76	54.35	55.71	57.10	58.53	59.99	61.49

MANAGEMENT ANALYST

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	60,127.47	62,335.26	66,233.70	69,535.44	73,016.19	76,675.95	78,585.39	80,554.50	82,642.95	84,631.95	86,742.60
MONTHLY	5,010.62	5,194.61	5,519.48	5,794.62	6,084.68	6,389.66	6,548.78	6,712.88	6,886.91	7,052.66	7,228.55



BI-WEEKLY	2,312.60	2,397.51	2,547.45	2,674.44	2,808.32	2,949.08	3,022.52	3,098.25	3,178.58	3,255.08	3,336.25
HOURLY	30.23	31.74	33.30	34.96	36.71	38.55	39.51	40.50	41.51	42.55	43.61

**ACCOUNTING ANALYST**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	58,814.73	61,758.45	64,841.40	68,083.47	71,484.66	75,064.86	76,934.52	78,863.85	80,832.96	82,861.74	84,935.52
MONTHLY	4,901.23	5,146.54	5,403.45	5,673.62	5,957.06	6,255.41	6,411.21	6,571.99	6,736.08	6,905.15	7,077.96
BI-WEEKLY	2,262.11	2,375.33	2,493.90	2,618.60	2,749.41	2,887.11	2,959.02	3,033.23	3,108.96	3,186.99	3,266.75
HOURLY	29.57	31.05	32.60	34.23	35.94	37.74	38.68	39.65	40.64	41.66	42.70

**ASSOCIATE ACCOUNTANT**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	51,137.19	53,703.00	56,388.15	59,212.53	62,176.14	65,278.98	66,909.96	68,580.72	70,291.26	72,041.58	73,857.00
MONTHLY	4,261.43	4,475.25	4,699.01	4,934.38	5,181.35	5,439.92	5,575.83	5,715.06	5,857.61	6,003.47	6,154.75
BI-WEEKLY	1,966.82	2,065.50	2,168.78	2,277.41	2,391.39	2,510.73	2,573.46	2,637.72	2,703.51	2,770.83	2,840.65
HOURLY	25.71	27.00	28.35	29.77	31.26	32.82	33.64	34.48	35.34	36.22	37.13

**COMMUNICATIONS**

**SPECIALIST**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	38,765.61	40,694.94	42,723.72	44,851.95	47,099.52	49,446.54	50,649.72	51,952.68	53,245.53	54,578.16	55,952.16
MONTHLY	3,230.47	3,391.25	3,560.31	3,737.66	3,924.96	4,120.55	4,223.31	4,329.39	4,437.13	4,548.18	4,662.68
BI-WEEKLY	1,490.99	1,565.19	1,643.22	1,725.08	1,811.52	1,901.79	1,949.22	1,998.18	2,047.91	2,099.16	2,152.01
HOURLY	19.49	20.46	21.48	22.55	23.68	24.86	25.48	26.12	26.77	27.44	28.13

**COMMUNITY SERVICES**

**SPECIALIST**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	35,961.12	37,751.22	39,640.77	41,629.77	43,718.22	45,906.12	47,059.74	48,233.25	49,446.54	50,679.72	51,955.56
MONTHLY	2,996.76	3,145.94	3,303.40	3,469.15	3,643.19	3,825.51	3,921.65	4,019.44	4,120.55	4,223.31	4,329.63
BI-WEEKLY	1,383.12	1,451.97	1,524.65	1,601.15	1,681.47	1,765.62	1,809.99	1,855.13	1,901.79	1,949.22	1,998.29
HOURLY	18.08	18.98	19.93	20.93	21.98	23.08	23.66	24.25	24.86	25.48	26.12

**COMMUNITY SERVICES**

**ASSISTANT**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	30,014.01	31,505.76	33,077.07	34,727.94	36,458.37	38,288.25	3,924.30	40,217.58	41,231.97	42,266.25	43,320.42
MONTHLY	2,501.17	2,625.48	2,756.42	2,894.00	3,038.20	3,190.69	3,270.25	3,351.47	3,436.00	3,522.19	3,610.04
BI-WEEKLY	1,154.39	1,211.76	1,272.20	1,335.69	1,402.25	1,472.63	1,509.35	1,546.83	1,585.85	1,625.63	1,666.17
HOURLY	15.09	15.84	16.63	17.46	18.33	19.25	19.73	20.22	20.73	21.25	21.78

**ASSOCIATE PLANNER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	61,380.54	64,443.60	67,665.78	71,047.08	74,607.39	78,346.71	80,295.93	82,304.82	84,353.49	86,461.83	88,628.28
MONTHLY	5,115.05	5,370.30	5,638.82	5,920.59	6,217.28	6,528.89	6,691.33	6,858.74	7,029.46	7,205.15	7,385.69
BI-WEEKLY	2,360.79	2,478.60	2,602.53	2,732.58	2,869.52	3,013.34	3,088.31	3,165.57	3,244.37	3,325.46	3,408.78
HOURLY	30.86	32.40	34.02	35.72	37.51	39.39	40.37	41.38	42.41	43.47	44.56

**ASSISTANT PLANNER**

	A	B	C	D	E	F	G	H	I	J	K
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ANNUAL	58,476.60	61,400.43	64,463.49	67,685.67	71,066.97	74,607.39	76,477.05	78,386.49	80,335.71	82,344.60	84,407.88
MONTHLY	4,873.05	5,116.70	5,371.96	5,640.47	5,922.25	6,217.28	6,373.09	6,532.21	6,694.64	6,862.05	7,033.99
BI-WEEKLY	2,249.10	2,361.56	2,479.37	2,603.30	2,733.45	2,869.52	2,941.43	3,014.87	3,089.84	3,158.69	3,246.46
HOURLY	29.40	30.87	32.41	34.03	35.73	37.51	38.45	39.41	40.39	41.40	42.44

**CODE ENFORCEMENT OFFICER/  
WATER QUALITY INSPECTOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	50,321.70	52,847.73	55,493.10	58,277.70	61,201.53	64,264.59	65,875.68	67,526.55	69,217.20	70,947.63	72,737.73
MONTHLY	4,193.48	4,403.98	4,624.43	4,856.48	5,100.13	5,355.38	5,489.64	5,627.21	5,768.10	5,912.30	6,061.48
BI-WEEKLY	1,935.45	2,032.61	2,134.35	2,241.45	2,353.91	2,471.72	2,533.68	2,597.18	2,662.20	2,728.76	2,797.61
HOURLY	25.30	26.57	27.90	29.30	30.77	32.31	33.12	33.95	34.80	35.67	36.57

**ENGINEERING INSPECTOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	54,120.69	56,825.73	59,670.00	62,653.50	65,796.12	69,077.97	70,808.40	72,578.61	74,388.60	76,258.26	78,174.72
MONTHLY	4,510.06	4,735.48	4,972.50	5,221.13	5,483.01	5,756.50	5,900.70	6,048.22	6,199.05	6,354.86	6,514.56
BI-WEEKLY	2,081.57	2,185.61	2,295.00	2,409.75	2,530.62	2,656.85	2,723.40	2,791.49	2,861.10	2,933.01	3,006.72
HOURLY	27.21	28.57	30.00	31.50	33.08	34.73	35.60	36.49	37.40	38.34	39.30

**FIRE INSPECTOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	54,120.69	56,825.73	59,670.00	62,653.50	65,796.12	69,077.97	70,808.40	72,578.61	74,388.60	76,258.26	78,174.72
MONTHLY	4,510.06	4,735.48	4,972.50	5,221.13	5,483.01	5,756.50	5,900.70	6,048.22	6,199.05	6,354.86	6,514.56
BI-WEEKLY	2,081.57	2,185.61	2,295.00	2,409.75	2,530.62	2,656.85	2,723.40	2,791.49	2,861.10	2,933.01	3,006.72
HOURLY	27.21	28.57	30.00	31.50	33.08	34.73	35.60	36.49	37.40	38.34	39.30

*Prospective new*

**EXECUTIVE ASSISTANT**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	42,624.27	44,752.50	47,000.07	49,347.09	51,813.45	54,399.15	55,751.67	57,143.97	58,576.05	60,047.91	61,547.28
MONTHLY	3,552.02	3,729.38	3,916.67	4,112.26	4,317.79	4,533.26	4,645.97	4,762.00	4,881.34	5,003.99	5,128.94
BI-WEEKLY	1,639.40	1,721.25	1,807.70	1,897.97	1,992.83	2,092.28	2,144.30	2,197.85	2,252.93	2,309.54	2,367.20
HOURLY	21.43	22.50	23.63	24.81	26.05	27.35	28.03	28.73	29.45	30.19	30.94

**PUBLIC WORKS SECRETARY**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	32,917.95	34,568.82	36,299.25	38,109.24	40,018.68	42,027.57	43,081.74	44,155.80	45,249.75	46,383.48	47,576.88
MONTHLY	2,743.16	2,880.74	3,024.94	3,175.77	3,334.89	3,502.30	3,590.15	3,679.65	3,770.81	3,865.29	3,964.74
BI-WEEKLY	1,266.08	1,329.57	1,396.13	1,465.74	1,539.18	1,616.45	1,656.99	1,698.30	1,740.38	1,783.98	1,829.88
HOURLY	16.55	17.38	18.25	19.16	20.12	21.13	21.66	22.20	22.75	23.32	23.92

**LICENSE CLERK**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	32,917.95	34,568.82	36,299.25	38,109.24	40,018.68	42,027.57	43,081.74	44,155.80	45,249.75	46,383.48	47,576.88
MONTHLY	2,743.16	2,880.74	3,024.94	3,175.77	3,334.89	3,502.30	3,590.15	3,679.65	3,770.81	3,865.29	3,964.74
BI-WEEKLY	1,266.08	1,329.57	1,396.13	1,465.74	1,539.18	1,616.45	1,656.99	1,698.30	1,740.38	1,783.98	1,829.88
HOURLY	16.55	17.38	18.25	19.16	20.12	21.13	21.66	22.20	22.75	23.32	23.92

**SANITATION SUPERVISOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	54,657.72	57,382.65	60,246.81	63,250.20	66,412.71	69,734.34	71,484.66	73,274.76	75,104.64	76,974.30	78,907.80
MONTHLY	4,554.81	4,781.89	5,020.57	5,270.85	5,534.39	5,811.20	5,957.06	6,106.23	6,258.72	6,414.53	6,575.65
BI-WEEKLY	2,102.22	2,207.03	2,317.19	2,432.70	2,554.34	2,682.09	2,749.41	2,818.26	2,888.64	2,960.55	3,034.92
HOURLY	27.48	28.85	30.29	31.80	33.39	35.06	35.94	36.84	37.76	38.70	39.67

**STREET SUPERVISOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	54,657.72	57,382.65	60,246.81	63,250.20	66,412.71	69,734.34	71,484.66	73,274.76	75,104.64	76,974.30	78,907.80
MONTHLY	4,554.81	4,781.89	5,020.57	5,270.85	5,534.39	5,811.20	5,957.06	6,106.23	6,258.72	6,414.53	6,575.65
BI-WEEKLY	2,102.22	2,207.03	2,317.19	2,432.70	2,554.34	2,682.09	2,749.41	2,818.26	2,888.64	2,960.55	3,034.92
HOURLY	27.48	28.85	30.29	31.80	33.39	35.06	35.94	36.84	37.76	38.70	39.67

**FACILITIES SUPERVISOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	47,537.10	49,923.90	52,410.15	55,035.63	57,780.45	60,664.50	62,176.14	63,727.56	65,318.76	66,949.74	68,615.52
MONTHLY	3,961.43	4,160.33	4,367.51	4,586.30	4,815.04	5,055.38	5,181.35	5,310.63	5,443.23	5,579.15	5,717.96
BI-WEEKLY	1,828.35	1,920.15	2,015.78	2,116.76	2,222.33	2,333.25	2,391.39	2,451.06	2,512.26	2,574.99	2,639.06
HOURLY	23.90	25.10	26.35	27.67	29.05	30.50	31.26	32.04	32.84	33.66	34.50

**TECHNICIAN II**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	36,438.48	38,268.36	40,177.80	42,186.69	44,295.03	46,502.82	47,656.44	48,849.84	50,063.13	51,316.20	52,605.24
MONTHLY	3,036.54	3,189.03	3,348.15	3,515.56	3,691.25	3,875.24	3,971.37	4,070.82	4,171.93	4,276.35	4,383.77
BI-WEEKLY	1,401.48	1,471.86	1,545.30	1,622.57	1,703.66	1,788.57	1,832.94	1,878.84	1,925.51	1,973.70	2,023.28
HOURLY	18.32	19.24	20.20	21.21	22.27	23.38	23.96	24.56	25.17	25.80	26.45

**TECHNICIAN I**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	33,872.67	35,563.32	37,333.53	39,203.19	41,172.23	43,240.86	44,314.92	45,428.76	46,562.49	47,736.00	48,935.16
MONTHLY	2,822.72	2,963.61	3,111.13	3,266.93	3,431.03	3,603.41	3,692.91	3,785.73	3,880.21	3,978.00	4,077.93
BI-WEEKLY	1,302.80	1,367.82	1,435.91	1,507.82	1,583.55	1,663.11	1,704.42	1,747.26	1,790.87	1,836.00	1,882.12
HOURLY	17.03	17.88	18.77	19.71	20.70	21.74	22.28	22.84	23.41	24.00	24.60

**BATTALION CHIEF**

	A	B	C	D	E	Y
ANNUAL	119,830.88	125,811.40	132,095.08	138,709.48	145,656.00	152,938.80
MONTHLY	9,985.91	10,484.28	11,007.92	11,559.12	12,138.00	12,744.90
BI-WEEKLY (106 hrs)	4,608.88	4,838.90	5,080.58	5,334.98	5,602.15	5,882.26
HOURLY (2,756 hrs/yr)	43.48	45.65	47.93	50.33	52.85	76.89

76.5 SHIFT

**MONTHLY (56 hrs/wk. RATE)  
(53 regular + 3 sch'd OT)**

<b>10,833.77</b>	<b>11,374.46</b>	<b>11,942.56</b>	<b>12,540.56</b>	<b>13,168.58</b>
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**FIRE CAPTAIN**

	A	B	C	D	E
ANNUAL	92,160.64	96,763.16	101,613.72	106,684.76	112,043.04
MONTHLY	7,680.05	8,063.60	8,467.81	8,890.40	9,336.92
BI-WEEKLY (106 hrs)	3,544.64	3,721.66	3,908.22	4,103.26	4,309.35

HOURLY (2,756 hrs/yr)	33.44	35.11	36.87	38.71	40.65
<b>MONTHLY (56 hrs/wk. RATE) (53 regular + 3 sch'd OT)</b>	<b>8,332.13</b>	<b>8,748.25</b>	<b>9,186.78</b>	<b>9,645.25</b>	<b>10,129.60</b>

**FIRE ENGINEER**

	A	B	C	D	E
ANNUAL	80,172.04	84,168.24	88,384.92	92,794.52	97,428.72
MONTHLY	6,681.00	7,014.02	7,365.41	7,732.88	8,119.06
BI-WEEKLY (106 hrs)	3,083.54	3,237.24	3,399.42	3,569.02	3,747.26
HOURLY (2,756 hrs/yr)	29.09	30.54	32.07	33.67	35.35
<b>MONTHLY (56 hrs/wk. RATE) (53 regular + 3 sch'd OT)</b>	<b>7,248.26</b>	<b>7,609.55</b>	<b>7,990.78</b>	<b>8,389.45</b>	<b>8,808.39</b>

**FIREFIGHTER/PARAMEDIC**

	A	B	C	D	E
ANNUAL	74,577.36	78,297.96	82,211.48	86,317.92	90,631.32
MONTHLY	6,214.78	6,524.83	6,850.96	7,193.16	7,552.61
BI-WEEKLY (106 hrs)	2,868.36	3,011.46	3,161.98	3,319.92	3,485.82
HOURLY (2,756 hrs/yr)	27.06	28.41	29.83	31.32	32.89
<b>MONTHLY (56 hrs/wk. RATE) (53 regular + 3 sch'd OT)</b>	<b>6,742.45</b>	<b>7,078.83</b>	<b>7,432.65</b>	<b>7,803.90</b>	<b>8,193.97</b>

*FF/PM already had 5 steps.*

**Salary Plan**  
**FY 2022-23**  
**All Classifications**  
CITY MANAGER

CONTRACT

ASSISTANT CITY MANAGER

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	110,190.60	115,700.13	121,488.12	127,554.57	133,919.37	140,622.30	144,142.83	147,742.92	151,442.46	155,221.66	159,090.96
MONTHLY	9,182.55	9,641.68	10,124.01	10,629.55	11,159.95	11,718.53	12,011.90	12,311.91	12,620.21	12,935.13	13,257.58
BI-WEEKLY	4,238.10	4,450.01	4,672.62	4,905.95	5,150.75	5,408.55	5,543.96	5,682.42	5,824.71	5,970.06	6,118.88
	55.40	58.17	61.08	64.13	67.33	70.70	72.47	74.28	76.14	78.04	79.99

ADMINISTRATIVE SERVICES

DIRECTOR

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	100,146.15	105,158.43	110,409.39	115,938.81	121,726.80	127,813.14	131,015.43	134,297.28	137,658.69	141,099.66	144,628.08
MONTHLY	8,345.51	8,763.20	9,200.78	9,661.57	10,143.90	10,651.10	10,917.95	11,191.44	11,471.56	11,758.31	12,052.34
BI-WEEKLY	3,851.78	4,044.56	4,246.52	4,459.19	4,681.80	4,915.89	5,039.06	5,165.28	5,294.57	5,426.91	5,562.62
HOURLY	50.35	52.87	55.51	58.29	61.20	64.26	65.87	67.52	69.21	70.94	72.71

DEVELOPMENT SERVICES

DIRECTOR

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	100,146.15	105,158.43	110,409.39	115,938.81	121,726.80	127,813.14	131,015.43	134,297.28	137,658.69	141,099.66	144,628.08
MONTHLY	8,345.51	8,763.20	9,200.78	9,661.57	10,143.90	10,651.10	10,917.95	11,191.44	11,471.56	11,758.31	12,052.34
BI-WEEKLY	3,851.78	4,044.56	4,246.52	4,459.19	4,681.80	4,915.89	5,039.06	5,165.28	5,294.57	5,426.91	5,562.62
	50.35	52.87	55.51	58.29	61.20	64.26	65.87	67.52	69.21	70.94	72.71

FINANCE DIRECTOR

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	100,146.15	105,158.43	110,409.39	115,938.81	121,726.80	127,813.14	131,015.43	134,297.28	137,658.69	141,099.66	144,628.08
MONTHLY	8,345.51	8,763.20	9,200.78	9,661.57	10,143.90	10,651.10	10,917.95	11,191.44	11,471.56	11,758.31	12,052.34
BI-WEEKLY	3,851.78	4,044.56	4,246.52	4,459.19	4,681.80	4,915.89	5,039.06	5,165.28	5,294.57	5,426.91	5,562.62
HOURLY	50.35	52.87	55.51	58.29	61.20	64.26	65.87	67.52	69.21	70.94	72.71

PUBLIC WORKS DIRECTOR

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	100,146.15	105,158.43	110,409.39	115,938.81	121,726.80	127,813.14	131,015.43	134,297.28	137,658.69	141,099.66	144,628.08
MONTHLY	8,345.51	8,763.20	9,200.78	9,661.57	10,143.90	10,651.10	10,917.95	11,191.44	11,471.56	11,758.31	12,052.34
BI-WEEKLY	3,851.78	4,044.56	4,246.52	4,459.19	4,681.80	4,915.89	5,039.06	5,165.28	5,294.57	5,426.91	5,562.62
	50.35	52.87	55.51	58.29	61.20	64.26	65.87	67.52	69.21	70.94	72.71

COMMUNITY DEVELOPMENT

MANAGER

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	93,184.65	97,838.91	102,731.85	107,863.47	113,253.66	118,922.31	121,885.92	124,929.09	128,051.82	131,254.11	134,537.76

Additional Steps

175,000.00  
14,583.33  
6,730.77  
87.98

MONTHLY	7,765.39	8,153.24	8,560.99	8,988.62	9,437.81	9,910.19	10,157.16	10,410.76	10,670.99	10,937.84	11,211.48
BI-WEEKLY	3,584.03	3,763.04	3,951.23	4,148.60	4,355.91	4,573.94	4,687.92	4,804.97	4,925.07	5,048.24	5,174.53
HOURLY	46.85	49.19	51.65	54.23	56.94	59.79	61.28	62.81	64.38	65.99	67.64

**FINANCE MANAGER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	93,184.65	97,838.91	102,731.85	107,863.47	113,253.66	118,922.31	121,885.92	124,929.09	128,051.82	131,254.11	134,537.76
MONTHLY	7,765.39	8,153.24	8,560.99	8,988.62	9,437.81	9,910.19	10,157.16	10,410.76	10,670.99	10,937.84	11,211.48
BI-WEEKLY	3,584.03	3,763.04	3,951.23	4,148.60	4,355.91	4,573.94	4,687.92	4,804.97	4,925.07	5,048.24	5,174.53
HOURLY	46.85	49.19	51.65	54.23	56.94	59.79	61.28	62.81	64.38	65.99	67.64

**PUBLIC WORKS OPERATIONS & ADMINISTRATION MANAGER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	91,076.31	95,631.12	100,404.72	105,417.00	110,687.85	116,217.27	119,121.21	122,104.71	125,147.88	128,270.61	131,480.04
MONTHLY	7,589.69	7,969.26	8,367.06	8,784.75	9,223.99	9,684.77	9,926.77	10,175.39	10,428.99	10,689.22	10,956.67
BI-WEEKLY	3,502.94	3,678.12	3,861.72	4,054.50	4,257.23	4,469.90	4,581.59	4,696.34	4,813.38	4,933.49	5,056.92
HOURLY	45.79	48.08	50.48	53.00	55.65	58.43	59.89	61.39	62.92	64.49	66.10

**PRINCIPAL PLANNER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	84,691.62	88,928.19	93,383.55	98,057.70	102,950.64	108,102.15	110,807.19	113,571.90	116,416.17	119,320.11	122,307.00
MONTHLY	7,057.64	7,410.68	7,781.96	8,171.48	8,579.22	9,008.51	9,233.93	9,464.33	9,701.35	9,943.34	10,192.25
BI-WEEKLY	3,257.37	3,420.32	3,591.68	3,771.45	3,959.64	4,157.78	4,261.82	4,368.15	4,477.55	4,589.24	4,704.12
HOURLY	42.58	44.71	46.95	49.30	51.76	54.35	55.71	57.10	58.53	59.99	61.49

**CITY CLERK**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	84,691.62	88,928.19	93,383.55	98,057.70	102,950.64	108,102.15	110,807.19	113,571.90	116,416.17	119,320.11	122,307.00
MONTHLY	7,057.64	7,410.68	7,781.96	8,171.48	8,579.22	9,008.51	9,233.93	9,464.33	9,701.35	9,943.34	10,192.25
BI-WEEKLY	3,257.37	3,420.32	3,591.68	3,771.45	3,959.64	4,157.78	4,261.82	4,368.15	4,477.55	4,589.24	4,704.12
HOURLY	42.58	44.71	46.95	49.30	51.76	54.35	55.71	57.10	58.53	59.99	61.49

**HUMAN RESOURCES MANAGER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	84,691.62	88,928.19	93,383.55	98,057.70	102,950.64	108,102.15	110,807.19	113,571.90	116,416.17	119,320.11	122,307.00
MONTHLY	7,057.64	7,410.68	7,781.96	8,171.48	8,579.22	9,008.51	9,233.93	9,464.33	9,701.35	9,943.34	10,192.25
BI-WEEKLY	3,257.37	3,420.32	3,591.68	3,771.45	3,959.64	4,157.78	4,261.82	4,368.15	4,477.55	4,589.24	4,704.12
HOURLY	42.58	44.71	46.95	49.30	51.76	54.35	55.71	57.10	58.53	59.99	61.49

**COMMUNITY SERVICES SUPERINTENDENT**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	76,974.30	80,832.96	84,870.63	89,107.20	93,562.56	98,256.60	100,722.96	103,248.99	105,834.69	108,480.06	111,188.16
MONTHLY	6,414.53	6,736.08	7,072.55	7,425.60	7,796.88	8,188.05	8,393.58	8,604.08	8,819.56	9,040.01	9,265.68
BI-WEEKLY	2,960.55	3,108.96	3,264.26	3,427.20	3,598.56	3,779.10	3,873.96	3,971.12	4,070.57	4,172.31	4,276.47
HOURLY	38.70	40.64	42.67	44.80	47.04	49.40	50.64	51.91	53.21	54.54	55.90

**PUBLIC WORKS SUPERINTENDENT**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	76,974.30	80,832.96	84,870.63	89,107.20	93,562.56	98,256.60	100,722.96	103,248.99	105,834.69	108,480.06	111,188.16
MONTHLY	6,414.53	6,736.08	7,072.55	7,425.60	7,796.88	8,188.05	8,393.58	8,604.08	8,819.56	9,040.01	9,265.68
BI-WEEKLY	2,960.55	3,108.96	3,264.26	3,427.20	3,598.56	3,779.10	3,873.96	3,971.12	4,070.57	4,172.31	4,276.47
HOURLY	38.70	40.64	42.67	44.80	47.04	49.40	50.64	51.91	53.21	54.54	55.90

**SR. MANAGEMENT ANALYST**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	70,589.61	74,110.14	77,809.68	81,708.12	85,785.57	90,081.81	92,329.38	94,636.62	97,003.53	99,430.11	101,922.60
MONTHLY	5,882.47	6,175.85	6,484.14	6,809.01	7,148.80	7,506.82	7,694.12	7,886.39	8,083.63	8,285.84	8,493.55
BI-WEEKLY	2,714.99	2,850.39	2,992.68	3,142.62	3,299.45	3,464.69	3,551.13	3,639.87	3,730.91	3,824.24	3,920.10
HOURLY	35.49	37.26	39.12	41.08	43.13	45.29	46.42	47.58	48.77	49.99	51.24

**MANAGEMENT ANALYST**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	60,127.47	62,335.26	66,233.70	69,535.44	73,016.19	76,675.95	78,585.39	80,554.50	82,642.95	84,631.95	86,742.60
MONTHLY	5,010.62	5,194.61	5,519.48	5,794.62	6,084.68	6,389.66	6,548.78	6,712.88	6,886.91	7,052.66	7,228.55
BI-WEEKLY	2,312.60	2,397.51	2,547.45	2,674.44	2,808.32	2,949.08	3,022.52	3,098.25	3,178.58	3,255.08	3,336.25
HOURLY	30.23	31.74	33.30	34.96	36.71	38.55	39.51	40.50	41.51	42.55	43.61

**ACCOUNTING ANALYST**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	58,814.73	61,758.45	64,841.40	68,083.47	71,484.66	75,064.86	76,934.52	78,863.85	80,832.96	82,861.74	84,935.52
MONTHLY	4,901.23	5,146.54	5,403.45	5,673.62	5,957.06	6,255.41	6,411.21	6,571.99	6,736.08	6,905.15	7,077.96
BI-WEEKLY	2,262.11	2,375.33	2,493.90	2,618.60	2,749.41	2,887.11	2,959.02	3,033.23	3,108.96	3,186.99	3,266.75
HOURLY	29.57	31.05	32.60	34.23	35.94	37.74	38.68	39.65	40.64	41.66	42.70

**ASSOCIATE ACCOUNTANT**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	51,137.19	53,703.00	56,388.15	59,212.53	62,176.14	65,278.98	66,909.96	68,580.72	70,291.26	72,041.58	73,857.00
MONTHLY	4,261.43	4,475.25	4,699.01	4,934.38	5,181.35	5,439.92	5,575.83	5,715.06	5,857.61	6,003.47	6,154.75
BI-WEEKLY	1,966.82	2,065.50	2,168.78	2,277.41	2,391.39	2,510.73	2,573.46	2,637.72	2,703.51	2,770.83	2,840.65
HOURLY	25.71	27.00	28.35	29.77	31.26	32.82	33.64	34.48	35.34	36.22	37.13

**ADMINISTRATIVE ANALYST**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	50,361.48	52,887.51	55,532.88	58,317.48	61,221.42	64,284.48	65,895.57	67,546.44	69,237.09	70,967.52	72,737.76
MONTHLY	4,196.79	4,407.29	4,627.74	4,859.79	5,101.79	5,357.04	5,491.30	5,628.87	5,769.76	5,913.96	6,061.48
BI-WEEKLY	1,936.98	2,034.14	2,135.88	2,242.98	2,354.67	2,472.48	2,534.45	2,597.94	2,662.97	2,729.52	2,797.61
HOURLY	25.32	26.59	27.92	29.32	30.78	32.32	33.13	33.96	34.81	35.68	36.57

**ADMINISTRATIVE ASSISTANT**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	38,765.61	40,694.94	42,723.72	44,851.95	47,099.52	49,446.54	50,649.72	51,952.68	53,245.53	54,578.16	55,952.16
MONTHLY	3,230.47	3,391.25	3,560.31	3,737.66	3,924.96	4,120.55	4,223.31	4,329.39	4,437.13	4,548.18	4,662.68
BI-WEEKLY	1,490.99	1,565.19	1,643.22	1,725.08	1,811.52	1,901.79	1,949.22	1,998.18	2,047.91	2,099.16	2,152.01
HOURLY	19.49	20.46	21.48	22.55	23.68	24.86	25.48	26.12	26.77	27.44	28.13

**COMMUNICATIONS  
SPECIALIST**

	A	B	C	D	E	F	G	H	I	J	K
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ANNUAL	38,765.61	40,694.94	42,723.72	44,851.95	47,099.52	49,446.54	50,649.72	51,952.68	53,245.53	54,578.16	55,952.16
MONTHLY	3,230.47	3,391.25	3,560.31	3,737.66	3,924.96	4,120.55	4,223.31	4,329.39	4,437.13	4,548.18	4,662.68
BI-WEEKLY	1,490.99	1,565.19	1,643.22	1,725.08	1,811.52	1,901.79	1,949.22	1,998.18	2,047.91	2,099.16	2,152.01
HOURLY	19.49	20.46	21.48	22.55	23.68	24.86	25.48	26.12	26.77	27.44	28.13

**COMMUNITY SERVICES**

**SPECIALIST**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	35,961.12	37,751.22	39,640.77	41,629.77	43,718.22	45,906.12	47,059.74	48,233.25	49,446.54	50,679.72	51,955.56
MONTHLY	2,996.76	3,145.94	3,303.40	3,469.15	3,643.19	3,825.51	3,921.65	4,019.44	4,120.55	4,223.31	4,329.63
BI-WEEKLY	1,383.12	1,451.97	1,524.65	1,601.15	1,681.47	1,765.62	1,809.99	1,855.13	1,901.79	1,949.22	1,998.29
HOURLY	18.08	18.98	19.93	20.93	21.98	23.08	23.66	24.25	24.86	25.48	26.12

**COMMUNITY SERVICES**

**ASSISTANT**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	30,014.01	31,505.76	33,077.07	34,727.94	36,458.37	38,288.25	3,924.30	40,217.58	41,231.97	42,266.25	43,320.42
MONTHLY	2,501.17	2,625.48	2,756.42	2,894.00	3,038.20	3,190.69	3,270.25	3,351.47	3,436.00	3,522.19	3,610.04
BI-WEEKLY	1,154.39	1,211.76	1,272.20	1,335.69	1,402.25	1,472.63	1,509.35	1,546.83	1,585.85	1,625.63	1,666.17
HOURLY	15.09	15.84	16.63	17.46	18.33	19.25	19.73	20.22	20.73	21.25	21.78

**SENIOR PLANNER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	70,589.61	74,110.14	77,809.68	81,708.12	85,785.57	90,081.81	92,329.38	94,636.62	97,003.53	99,430.11	101,922.60
MONTHLY	5,882.47	6,175.85	6,484.14	6,809.01	7,148.80	7,506.82	7,694.12	7,886.39	8,083.63	8,285.84	8,493.55
BI-WEEKLY	2,714.99	2,850.39	2,992.68	3,142.62	3,299.45	3,464.69	3,551.13	3,639.87	3,730.91	3,824.24	3,920.10
HOURLY	35.49	37.26	39.12	41.08	43.13	45.29	46.42	47.58	48.77	49.99	51.24

**ASSOCIATE PLANNER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	61,380.54	64,443.60	67,665.78	71,047.08	74,607.39	78,346.71	80,295.93	82,304.82	84,353.49	86,461.83	88,628.28
MONTHLY	5,115.05	5,370.30	5,638.82	5,920.59	6,217.28	6,528.89	6,691.33	6,858.74	7,029.46	7,205.15	7,385.69
BI-WEEKLY	2,360.79	2,478.60	2,602.53	2,732.58	2,869.52	3,013.34	3,088.31	3,165.57	3,244.37	3,325.46	3,408.78
HOURLY	30.86	32.40	34.02	35.72	37.51	39.39	40.37	41.38	42.41	43.47	44.56

**ASSISTANT PLANNER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	58,476.60	61,400.43	64,463.49	67,685.67	71,066.97	74,607.39	76,477.05	78,386.49	80,335.71	82,344.60	84,407.88
MONTHLY	4,873.05	5,116.70	5,371.96	5,640.47	5,922.25	6,217.28	6,373.09	6,532.21	6,694.64	6,862.05	7,033.99
BI-WEEKLY	2,249.10	2,361.56	2,479.37	2,603.30	2,733.45	2,869.52	2,941.43	3,014.87	3,089.84	3,158.69	3,246.46
HOURLY	29.40	30.87	32.41	34.03	35.73	37.51	38.45	39.41	40.39	41.40	42.44

**DEVELOPMENT SERVICES**

**TECHNICIAN II**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	50,321.70	52,847.73	55,493.10	58,277.70	61,201.53	64,264.59	65,875.68	67,526.55	69,217.20	70,947.63	72,737.73
MONTHLY	4,193.48	4,403.98	4,624.43	4,856.48	5,100.13	5,355.38	5,489.64	5,627.21	5,768.10	5,912.30	6,061.48
BI-WEEKLY	1,935.45	2,032.61	2,134.35	2,241.45	2,353.91	2,471.72	2,533.68	2,597.18	2,662.20	2,728.76	2,797.61
HOURLY	25.30	26.57	27.90	29.30	30.77	32.31	33.12	33.95	34.80	35.67	36.57



**CODE ENFORCEMENT OFFICER/  
WATER QUALITY INSPECTOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	50,321.70	52,847.73	55,493.10	58,277.70	61,201.53	64,264.59	65,875.68	67,526.55	69,217.20	70,947.63	72,737.73
MONTHLY	4,193.48	4,403.98	4,624.43	4,856.48	5,100.13	5,355.38	5,489.64	5,627.21	5,768.10	5,912.30	6,061.48
BI-WEEKLY	1,935.45	2,032.61	2,134.35	2,241.45	2,353.91	2,471.72	2,533.68	2,597.18	2,662.20	2,728.76	2,797.61
HOURLY	25.30	26.57	27.90	29.30	30.77	32.31	33.12	33.95	34.80	35.67	36.57

**ASSOCIATE CIVIL ENGINEER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	70,052.58	73,553.22	77,232.87	81,091.53	85,149.09	89,405.55	91,633.23	93,920.58	96,267.60	98,674.29	101,138.52
MONTHLY	5,837.72	6,129.44	6,436.07	6,757.63	7,095.76	7,450.46	7,636.10	7,826.72	8,022.30	8,228.47	8,428.21
BI-WEEKLY	2,694.33	2,828.97	2,970.50	3,118.91	3,274.97	3,438.68	3,524.36	3,612.33	3,702.60	3,795.17	3,889.94
HOURLY	35.22	36.98	38.83	40.77	42.81	44.95	46.07	47.22	48.40	49.61	50.85

**ASSISTANT ENGINEER**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	60,903.18	63,946.35	67,148.64	70,510.05	74,030.58	77,730.12	79,679.34	81,668.34	83,717.01	85,805.46	87,946.56
MONTHLY	5,075.27	5,328.86	5,595.72	5,875.84	6,169.22	6,477.51	6,639.95	6,805.70	6,976.42	7,150.46	7,328.88
BI-WEEKLY	2,342.43	2,459.48	2,582.64	2,711.93	2,847.33	2,989.62	3,064.59	3,141.09	3,219.89	3,300.21	3,382.56
HOURLY	30.62	32.15	33.76	35.45	37.22	39.08	40.06	41.06	42.09	43.14	44.22

**ENGINEERING INSPECTOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	54,120.69	56,825.73	59,670.00	62,653.50	65,796.12	69,077.97	70,808.40	72,578.61	74,388.60	76,258.26	78,174.72
MONTHLY	4,510.06	4,735.48	4,972.50	5,221.13	5,483.01	5,756.50	5,900.70	6,048.22	6,199.05	6,354.86	6,514.56
BI-WEEKLY	2,081.57	2,185.61	2,295.00	2,409.75	2,530.62	2,656.85	2,723.40	2,791.49	2,861.10	2,933.01	3,006.72
HOURLY	27.21	28.57	30.00	31.50	33.08	34.73	35.60	36.49	37.40	38.34	39.30

**ENGINEERING TECH III**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	50,739.39	53,285.31	55,950.57	58,755.06	61,698.78	64,781.73	66,392.82	68,043.69	69,754.23	71,504.55	73,288.80
MONTHLY	4,228.28	4,440.44	4,662.55	4,896.26	5,141.57	5,398.48	5,532.74	5,670.31	5,812.85	5,958.71	6,107.40
BI-WEEKLY	1,951.52	2,049.44	2,151.95	2,259.81	2,373.03	2,491.61	2,553.57	2,617.07	2,682.86	2,750.18	2,818.80
HOURLY	25.51	26.79	28.13	29.54	31.02	32.57	33.38	34.21	35.07	35.95	36.85

**FIRE DIVISION CHIEF**

	A	B	C	D	E
ANNUAL	125,824.14	132,109.38	138,712.86	145,654.47	152,938.80
MONTHLY	10,485.35	11,009.12	11,559.41	12,137.87	12,744.90
BI-WEEKLY	4,839.39	5,081.13	5,335.11	5,602.10	5,882.26
HOURLY	63.26	66.42	69.74	73.23	76.89

**FIRE INSPECTOR**

	A	B	C	D	E	F	G	H	I	J	K
ANNUAL	54,120.69	56,825.73	59,670.00	62,653.50	65,796.12	69,077.97	70,808.40	72,578.61	74,388.60	76,258.26	78,174.72
MONTHLY	4,510.06	4,735.48	4,972.50	5,221.13	5,483.01	5,756.50	5,900.70	6,048.22	6,199.05	6,354.86	6,514.56
BI-WEEKLY	2,081.57	2,185.61	2,295.00	2,409.75	2,530.62	2,656.85	2,723.40	2,791.49	2,861.10	2,933.01	3,006.72
HOURLY	27.21	28.57	30.00	31.50	33.08	34.73	35.60	36.49	37.40	38.34	39.30

**RESOLUTION NO. 2022-**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA ADOPTING THE EQUITY COMPENSATION PLAN FOR FIRE AND MISCELLANEOUS EMPLOYEE CLASSIFICATIONS**

**WHEREAS**, one of the City Council's current priorities is to increase compensation for all city employee classes; and

**WHEREAS**, to address the employee compensation inequity the City Council created a salary philosophy to ensure compensation inequity is addressed in the future; and

**WHEREAS**, the new compensation plan for the Fire classification begins to address the classifications that are below market median and address internal compaction issues between classifications; and

**WHEREAS**, the new compensation plan for the miscellaneous classification begins to address the classifications that are below market median and address internal compaction issues between classifications; and;

**WHEREAS**, this City Council finds that it is necessary to increase expenditures by \$65,000 to support the new compensation plan in FY 2022-23 across the general fund and other funds.

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

1. Supports and adopts the Equity Salary Compensation plan (Attachment A);  
and
2. Authorizes expenditures thereto.

***PASSED AND ADOPTED*** on October 18, 2022, the City Council of the City of Lemon Grove, California, adopted Resolution No. 2022-\_\_\_\_\_, passed by the following vote:

***AYES:***

***NOES:***

***ABSENT:***

***ABSTAIN:***

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***Racquel Vasquez, Mayor***

***Attest:***

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***Audrey Malone, City Clerk***

***Approved as to Form:***

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***Kristen Steinke, City Attorney***



# City of Lemon Grove

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REGULAR CITY COUNCIL MEETING

OCTOBER 18, 2022

# CALL TO ORDER

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# PLEDGE OF ALLEGIANCE

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# CHANGES TO THE AGENDA

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# PUBLIC COMMENT

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- Please fill out and submit a speaker slip to the City Clerk **BEFORE** the item on the agenda has been heard at the City Council Meeting to address the Council.
- Speaker slips are located at the entrance of the Chambers.
- According to State Law, the City Council is not permitted to respond to any comments expressed by the public on non-agenda items.

**ALL SPEAKER RELATING TO PUBLIC COMMENT WILL HAVE 3 MINUTES TO ADDRESS COUNCIL UNLESS OTHERWISE INDICATED BY THE MAYOR.**



# CONSENT CALENDAR

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## 2. REPORT TO COUNCIL

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# **EMPLOYEE EQUITY COMPENSATION PLAN**

Lydia Romero, City Manager



# **BACKGROUND:**

## **Council Priority – part of FY 22-23 Work Plan**

### Market Competitiveness

- Retention Issues
- Recruitment Issues
- Employee Morale Issues

### **Equity Plan Covers**

- Fire Group
- Miscellaneous Group

### **Council Initial Discussion**

- September 20, 2022

## **BACKGROUND:**

3% COLA given to all non-contracted employees effective July 1, 2022

Consumer Price Index San Diego-Carlsbad (US Bureau of Labor Statistics)

- As of September 2022 (12 month period)
  - 8.2%
- As of July 2022 (12 Month Period)
  - 7.3%

## **EQUITY COMPENSATION PLAN COMPONENTS:**

- Salary Philosophy
  - *The City of Lemon Grove endeavors to have an equity compensation plan for its employees. It is the goal to set salary bands within five (5) percent of the market median.*
- Yearly Market Compensation Surveys
- Increase Merit Steps 7 to 11 (Miscellaneous Group)
- Maintain Internal alignment between position classifications
- Equity Adjustments (budget dependent)
- COLA Adjustments (budget and employee contract dependent)
- Fiscal Responsibility
  - The Adopted and Purposed Budgets,
  - Five-Year Financial Outlook,
  - Overall organizational issues (e.g., unforeseen economic, regulatory, operational changes and challenges, long-term liabilities, capital improvements and other asset requirements), and
  - The City's ability and willingness to pay based on Council priorities without sacrificing the quality, level, and mix of services or prudent reserves.

# FIRE GROUP:

Firefighters, Fire Engineers, Captains and Battalion Chiefs

- 7 individuals left over 4 years

# MOU:

- Total Compensation Survey (**Attachment A**)
- Heartland Fire Cities (El Cajon and La Mesa)
- Categories were agreed to by Fire Association and City
  - Top Step
  - Scheduled Overtime
  - Medical
  - EE PERS Pick-up
  - Paramedic
  - Education Incentive
  - Uniform Allowance

# Fire Group

Survey Results:

Firefighter paramedic (12.92%-classic; 11.78% PEPRA)

MEDIAN, CLASSIC	8,280	228	1,350	229	217	425	67	N/A	10,558	12.92%
MEDIAN, PEPRA	8,280	228	1,350	0	217	425	67	N/A	10,558	11.78%

Fire Engineer (15.35%)

MEDIAN	8,644	236	1,350	237	236	421	67	N/A	11,190	15.35%
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Fire Captain (7.45%)

MEDIAN	9,830	264	1,350	288	258	478	67	N/A	12,285	7.45%
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# Battalion Chief

Council Approved increase to bring this classification close to median

# Fire Group:

## Survey Results with new plan:

Firefighter paramedic (7.89%-classic; 6.80% PEPRA)

MEDIAN, CLASSIC	8,280	228	1,350	241	217	425	67	N/A	10,558	7.89%
MEDIAN, PEPRA	8,280	228	1,350	0	217	425	67	N/A	10,558	6.80%

Fire Engineer (7.19%)

MEDIAN	8,644	236	1,350	258	249	421	67	N/A	11,130	7.19%
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Fire Captain (5.28%)

MEDIAN	9,830	264	1,350	295	258	478	67	N/A	12,285	5.28%
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## Internal Structure:

Battalion Chief	No Change	\$12,138.00
Fire Captain	30% below B/C	\$9,336.92
Fire Engineer	15% below Fire Captain	\$8,119.06
Firefighter/Paramedic	7.5% below Fire Engineer	\$7,552.61



# **MISCELLANEOUS GROUP**

Clerical, Technical, Public Works, Sanitation, Administrative,  
Professional

## **Survey**

Compensation only

Cities of Imperial Beach, La Mesa, El Cajon and Santee

Surveyed 45 job classification

11 classifications – 54%-30% below median

25 classifications – 29%-3%

8 classifications - at or near median

# INTERNAL ALIGNMENT AND NEW MARKET POSITION – MISCELLANEOUS

Assistant City Manager	10% below City Manager	\$13,257.58	-35.70%
Administrative Services Director	10% below ACM	\$12,052.34	-27.78%
Development Services Director	10% below ACM	\$12,052.34	-31.97%
Finance Director	10% below ACM	\$12,052.34	No Comparisons
Public Works Director	10% below ACM	\$12,052.34	-36.14%
Community Development Mgr.	7.5% below Directors	\$11,211.48	+1.14%
Finance Manager	7.5% below Directors	\$11,211.48	-8.01%
PW Operations & Admin. Mgr.	10% below Directors	\$10,956.67	+4.26%
Principal Planner	10% below Finance Manager	\$10,192.25	-8.55%
City Clerk	10% below Finance Manager	\$10,192.25	-18.99%
Human Resources Manager	10% below Finance Manager	\$10,192.25	-10.72%
Community Services Superint.	10% below Finance Manager	\$10,192.25	No Comparisons
PW Superintendent	10% below Finance Manager	\$10,192.25	+10.80%
Sr. Management Analyst	20% below Managers above	\$8,493.55	-6.17%
Management Analyst	17.5% below Sr. MA	\$7,228.55	-5.01%
Accounting Analyst	20% below Sr. MA	\$7,077.96	+0.08%
Associate Accountant	Same as Admin Analyst (or 15% below Accounting Analyst)	\$6,154.75	-8.58%
Administrative Analyst	No Change	\$6,061.48	-3.96% – No Change
Administrative Assistant	30% below Admin Analyst	\$4,662.68	-17.55%
Communications Specialist	Same as Admin Assistant	\$4,662.68	-35.31%
Community Services Specialist	40% below Admin Analyst	\$4,329.63	+0.82%
Community Services Assistant	10% below Community Svcs Spec	\$3,936.03	+14.31%

Sr. Planner	20% below Principal Planner	\$8,493.54	-13.10%
Associate Planner	15% below Sr. Planner	\$7,385.69	-5.59%
Assistant Planner	5% below Assoc. Planner	\$7,033.99	+2.03%
Development Services Tech. II	No Change (Same as Code Enforcement Officer)	\$6,061.48	+5.17% - No Change
Code Enforcement Officer	No Change	\$6,061.48	+1.45% - No Change
Associate Civil Engineer	30% below PW Ops Mgr	\$8,428.21	-13.10%
Assistant Engineer	15% below Assoc. Civil Engineer	\$7,328.88	-12.13%
Engineering Inspector	12.5% below Asst. Engineer	\$6,514.56	-21.64%
Engineering Technician III	20% below Asst. Engineer	\$6,107.40	-15.03%
Fire Inspector	Same as Engineering Inspector	\$6,514.56	-1.00%
Deputy City Clerk	10% above Executive Assistant	\$5,641.84	-8.87%
Executive Assistant	10% above Admin Assistant	\$5,128.94	-34.99%
PW Secretary	No Change	\$3,964.74	+1.99% - No Change
License Clerk	No Change	\$3,964.74	+3.45% - No Change
Account Clerk	Same as License Clerk	\$3,964.74	-23.11%
Sanitation Supervisor	55% below PW Superintendent	\$6,575.65	-7.10%
Streets Supervisor	55% below PW Superintendent	\$6,575.65	-7.66%
Facilities Supervisor	15% below San. & Streets Sup's	\$5,717.96	-3.79%
Technician II	40% below San. & Streets Sup's	\$4,696.89	+7.49%
Technician I	15% below Technician II	\$4,084.25	-8.09%

# CURRENT BUDGET IMPACT

Fire – \$30,500 (general fund)

Miscellaneous - \$35,000 (\$21,000 general fund; \$14,000 other funds)

## Revenue Projections

- Sales Tax revenue projections from FY22 is higher than projected

Adopted \$6.2m; projected at \$7m

RECOMMENDATION:

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**Approve the proposed Employee  
Equity Compensation Plan.**

# CITY COUNCIL REPORTS ON MEETINGS ATTENDED AT THE EXPENSE OF THE CITY

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# CITY MANAGER REPORT

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## CLOSED SESSION:

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**a. Conference with Legal Counsel – Existing Litigation (Govt Code section 54956.9(d)(1))  
Shawn Farson and Rosalinda Legge v. City of Lemon Grove (SDSC Case No.: 37-2020-00029569-CU-OR-CTL)**

# AJOURNMENT

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