

City of Lemon Grove
City Council Regular Meeting Agenda

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

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

Call to Order

Flag Ceremony – Cub Scout Pack

Pledge of Allegiance – Flag Ceremony presented by Cub Scout Pack 108

Changes to the Agenda

Public Comment

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

1. Consent Calendar

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

A. Approval of Meeting Minutes

April 5, 2016 – Regular Meeting
Members present: Sessom, Gastil, Jones, Mendoza, and Vasquez

B. City of Lemon Grove Payment Demands

Reference: Gilbert Rojas, Interim Finance Director
Recommendation: Ratify Demands

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

Reference: Jim P. Lough, City Attorney
Recommendation: Waive the full text reading of all ordinances included in this agenda; Ordinances shall be introduced and adopted by title only

D. Financial Audit Services Agreement

The City Council will consider a resolution extended the agreement with Badawi & Associates to audit the City's financial records fiscal years ending 2016 and 2017.

Reference: Gilbert Rojas, Interim Finance Director
Recommendation: Adopt Resolution

E. Amendment to the Agreement for Tree Maintenance Services

The City Council will consider a resolution amending the existing agreement with West Coast Arborists, Incorporated to provide tree maintenance services.

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

F. Agreement for Claims Management Services

The City Council will consider a resolution adopting an agreement with George Hills Company to provide general liability claims management services.

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

G. Code Enforcement Hearing Officers Recruitment

The City Council will consider appointment of three candidates to the Code Enforcement Hearing Officer Appeals Panel.

Reference: Paolo Romero, Code Enforcement Officer and
David De Vries, Development Services Director
Recommendation: Appoint Code Enforcement Hearing Officers

H. Professional Services Agreement Addenda with CityPlace Planning

The City Council will consider second addenda to the contract with CityPlace Planning to further assist the City in the review, preparation, and completion of the General Plan Update and the PEIR and related public hearings and outreach. The addendum for \$26,920 will allow for assistance through the adoption of the General Plan. The total contract will now be for \$56,590.

Reference: David De Vries, Development Services Director
Recommendation: Adopt Resolution

I. Professional Services Agreement with Dudek for the Preparation of a Program Environmental Impact Report for the General Plan Update

The City Council will consider a resolution awarding a contract with Dudek for an amount not to exceed \$142,290 for the preparation of program environmental impact reports for General Plan updates, with a project budget includes a contingency amount of \$5,500.

Reference: David De Vries, Development Services Director
Recommendation: Adopt Resolution

2. Public Hearing to Consider Planned Development Permit PDP150-0003, Tentative Map TM0-000-0062, General Plan Amendment GPA-150-0003, and Zoning Amendment ZA1-500-0004 Authorizing a 25-Lot Subdivision and Construction of 22 Dwelling Units on 2.064 Acres at the Southwest Corner of Palm Street and Camino De Las Palmas

The City Council will consider Tentative Subdivision Map to authorize a subdivision 22 residential lots, one private street lot, and two common area lots located on the southwest corner of Palm Street and Camino De Las Palmas and certifying Mitigated Negative Declaration ND16-02.

Reference: David De Vries, Development Services Director
Recommendation: Conduct a public hearing; adopt a resolution approving General Plan Amendment GPA-150-0003 and certifying Mitigated Negative Declaration ND16-02; introduce and conduct first reading of Ordinance No. 440 approving Zoning Amendment (ZA1-500-0004); adopt a resolution approving Tentative Map TM0-000-0062; and adopt a resolution approving Planned Development Permit PDP-150-0003.

3. Public Hearing to Consider Planned Development Permit PDP-150-0002, and Tentative Map TM0-000-0061 to Authorize a 14-lot Subdivision with 12 Dwelling Units on a 1.59-Acre Parcel at 6800 Mallard Street.

The City Council will consider a proposed project located at 6800 Mallard Street on a 1.59 acre vacant lot. The project is a request for a Tentative Subdivision Map and a Planned Development Permit to authorize a 14-lot subdivision on a 1.59 acre parcel, including 12 residential lots, one private street lot and one common area lot, and a Planned Development Permit with a total of 12 single-family dwelling units (four restricted to moderate-income households), common open space, pedestrian paths, all-ages play equipment, lighting, landscaping, and other improvements.

Reference: David De Vries, Development Services Director

Recommendation: Conduct the public hearing, and approve the Resolution for TM0-000-0061 certifying Mitigated Negative Declaration ND-16-03 and Resolution for PDP-150-0002

4. Public Hearing to Consider an Appeal AA1-600-0001 of the Development Services Director Determination Regarding the Denial of a Home Occupation Permit Application for General Gunsmithing

The City Council will consider will conduct a public hearing and either adopt a Resolution upholding the determination to deny or adopt a Resolution reversing the decision of the Development Services Director conditionally approving the home occupation permit for general gunsmithing at 8204 Blossom Hill Court.

Reference: David De Vries, Development Services Director

Recommendation: Conduct public hearing and adopt resolution

5. Authorization to Recruit Three Members of the Community Advisory Commission pursuant to Lemon Grove Municipal Code Chapter 2.08

The City Council will consider a resolution to establish the recruitment and appointment process for the Community Advisory Commission ("CAC").

Reference: James P. Lough, City Attorney

Recommendation: Adopt Resolution

City Council Oral Comments and Reports on Meetings Attended at the Expense of the City. (GC 53232.3 (d) states that members of a legislative body shall provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.)

Department Director Reports (Non-Action Items)

Adjournment

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

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

April 5, 2016

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

Call to Order

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

Members absent: None.

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

Changes to the Agenda

Mayor Sessom noted that Consent Calendar item 1.H Code Enforcement Hearing Officers Recruitment will be removed from this agenda and placed on the April 19, 2016, City Council agenda.

Public Comment

John L. Wood commented on a vehicle accident on Central Avenue, the Trolley crossing gate at Broadway and Lemon Grove Avenue, and a vehicle parked on Massachusetts.

Melanie Lucero commented on the current Joint Use Agreement between the City of Lemon Grove and the Lemon Grove School District and asked if the City would consider expanding the agreement to the other schools in the City.

1. Consent Calendar

A. Approval of City Council Minutes

March 8, 2016 Special Meeting

March 15, 2016 Regular Meeting

B. Ratification of Payment Demands

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

D. Memorandum of Understanding for the Completion of Phase 1 Activities Associated with Investigative Order No. R9-2015-0058 for the Investigation of Sediment Quality in the Mouth of Chollas Creek

E. Chollas Creek Diazinon, Metals, Bacteria TMDL Cost Share Agreement (FY 2015-16)

F. Workers Compensation Insurance Coverage for Volunteers

G. Acceptance of the Palm and Golden Avenue Improvement Project

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3396: Resolution of the Lemon Grove City Council Approving a Memorandum of Understanding for the Completion of Phase 1 Activities Associated with Investigative Order R9-2015-0058 Pertaining to an Investigation of Sediment Quality in the Mouth of Chollas Creek, San Diego Bay, San Diego County, California

Resolution No. 2016-3397: Resolution of the Lemon Grove City Council Authorizing Participation in the Chollas Creek Hydrologic Unit 908.22 Implementation Monitoring for Chollas Creek Diazinon and Dissolved Metals Total Maximum Daily Loads (Investigation Order No. R9-2004-0277 And Addendum No. 1) and Chollas Creek Monitoring for Total Maximum Daily Loads For Indicator Bacteria, Project I - Twenty Beaches and Creeks in the San Diego Region (Including Tecolote Creek) (Resolution No. R9-2010-0001)

Resolution No. 2016-3398: Resolution of the City Council of the City Of Lemon Grove, California Ratifying Workers Compensation Insurance Coverage for City Approved Volunteers

Resolution No. 2016 – 3399: Resolution of the Lemon Grove City Council Accepting the Palm and Golden Avenue Improvement Project (Contract No. 2016-06) as Complete

2. New Business

A. Fiscal Year 2015-16 Mid-Year Budgets

Gilbert Rojas explained that on June 2, 2015, the City Council adopted a City-wide Consolidated Operating & Capital Budget for Fiscal Year 2015-16. Since the budget was adopted, the revenues and expenditures for FY 2014-15 have been finalized and audited. In addition, staff has monitored the revenue projections for the first seven months of the Fiscal Year. Staff recommends that the City Council consider midyear modifications to the FY 2015-16 Budget.

Mr. Rojas recommended that the General Fund revenues be increased in total by \$75,000. This entails an increase in the Vehicle License Fee (\$61,000), Franchise Fees (\$30,000), Building Permits (\$150,000) and a decrease in Sales Tax (\$200,000). Mr. Rojas noted a change in Transient Occupancy Tax that was reported in the staff report from \$34,000 to \$14,000. All proposed changes are a result of the activity within the first seven months of the Fiscal Year.

Staff is also recommending the reinstatement of an Associate Planner/Senior Planner position in the Development Services department. The recent promotion of the Principal Planner to the Development Services Director has created the need to back fill the Director's former position. This position will fill and be funded by the vacant Principle Planner position. The qualifications of the applicant pool will determine the final classification of this position. The maximum annual cost to the City will be \$93,240. The General Fund has been and will continue to fund 50% of this cost.

An increase of \$45,000 to the City Attorney budget due to the unanticipated costs of dealing with code enforcement issues related to marijuana shops.

Due to a recent loss at the public works yard, staff recommends an additional \$2,500 in capital outlay to replace a flat screen television used for staff training, 12 tablets and tablet cases. This amount is below the City's insurance deductible to cover the loss.

Staff is recommending that the Transfer In for administrative costs from the Gas Tax Fund be eliminated this fiscal year due to the declining revenue in the Gas Tax Fund. We project that transferring these funds would cause the Gas Tax Fund to be in a deficit Fund Balance.

The General Reserve Fund Appropriations (Expenditures) should be increased in total by \$579,446. This would include the \$558,946 reimbursement to San Diego County RPTTF (Redevelopment Fund) which was an agreement with the State Department of Finance that the City Council approved in December, 2015.

Mr. Rojas also recommended an increase to the Vacation Payoff (\$8,000) amount due to the larger then expected turnover rate for the first six months of the Fiscal Year. The City budgeted \$30,000 for an animal control vehicle, however, the bids came in significantly higher then expected. Staff is requesting an additional \$30,000. There was \$17,500 set aside for the City Manager recruitment but, the cost of the recruitment was paid for from the professional services account within the General Fund. So this amount can be eliminated from the budget.

Revenue from the taxing of gasoline sales is down due to the low price of gasoline. Staff is recommending lowering revenue estimates in total by \$103,250. The elimination of the administrative cost from the General Fund will result in the Gas Tax Fund balance being projected at \$18,990.

Public Speaker(s)

There were no requests from the public to speak.

Action: Motion by Mayor Pro Tem Gastil, seconded by Councilmember Jones, to adopt the resolution with amendment to the transient occupancy tax passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3400: Resolution of the City Council of the City of Lemon Grove, California Approving the City of Lemon Grove Mid-Year Budget for Fiscal Year 2015-2016 and Authorizing Expenditures Thereto

B. Construction Management Services for the Lemon Grove Realignment Project

Mike James stated that in support of the city's five year capital improvement program (CIP), the city invited firms to respond to a request for proposals (RFP) as the construction manager for the Lemon Grove Avenue Realignment Project (Contract No. 2016 – 14). The RFP was publically advertised on February 25, 2016. The city held a mandatory pre-bid meeting on March 8, 2016, in which five firms attended. On March 17, 2016, the city received one response to the RFP from Infrastructure Engineering Corporation (IEC).

Staff thoroughly reviewed IEC's proposal, cost estimate, and conducted reference checks and recommends that an agreement is awarded to IEC for an amount not to exceed \$384,766. The project budget includes a contingency amount of \$35,000 in addition to the proposed amount of \$349,766. He noted that \$384,766 is budgeted from Fund 64-7130 – CIP Lemon Grove Realignment during the Fiscal Year 2015-16 through Fiscal Year 2016-17 years.

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3401: Resolution of the City Council of the City of Lemon Grove, California Awarding an Agreement to Provide Construction Management Services for the Lemon Grove Realignment Project to Infrastructure Engineering Corporation

3. Public Hearings

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

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

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

Ms. Evans stated that staff analyzed beekeeping regulations throughout the County of San Diego. Out of the nineteen local jurisdictions, there are six agencies (including Lemon Grove) that currently include standards for beekeeping activities.

Staff considered more stringent separation requirements for sensitive sites such as public and private schools, parks, playgrounds, picnic areas, outdoor sports facilities, daycare centers, residential care facilities, medical facilities, kennels, and horse-boarding facilities. Staff determined that further restrictions could be considered as a part of the minor use permit process and applying such restrictions could restrict future land uses (e.g., a park couldn't open because it's next to an apiary) and restrict sensitive sites from operating an apiary (e.g., a school wants to include beekeeping as a part of a community garden or a medical facility is researching medicine associated with bees). The minor use permit would allow sensitive sites to express their concerns as a part of the appeal process and the application could be denied or amended based on the facts that the apiary is not compatible with the neighborhood due to its proximity to sensitive sites and could be detrimental to the public health and welfare.

Public Speaker(s)

There were no requests from the public to speak.

After the City Council discussion, the public hearing was continued to May 17, 2016.

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

Councilmember Jones attended an Independent Rate Oversight Committee, SANDAG Transportation Committee meetings and sat in for the Mayor's regular SANDAG meetings.

Councilmember Mendoza attended the new Lions Club meeting, Eyes Across California Event, participated in a blood pressure test with the Fire Department, Assemblywoman Weber's Salute to Women Leaders, the Community Egg Hunt, Interfaith Clergy Walk, the Lemon Grove Historical Society's film event, the Grand Opening of the Diego Hills Charter School, and the Urban League Walk-a-Thon.

Councilmember Vasquez attended City/County Reinvestment Task Force and Heartland Communications Facility Authority meetings.

Mayor Pro Tem Gastil attended Assemblywoman Weber's Salute to Women Leaders, Grand Opening of the Diego Hills Charter School, and an East County Economic Development Council meeting, MTS meeting, and presented a proclamation to the Michael Monsoor VFW Post 2082

Mayor Sessom attended an Airport Authority meeting.

City Manager and Department Director Reports

David De Vries expressed appreciation for the opportunity to serve as the City's Development Services Director.

Lt. May reported that Deputy Ortiz, of the Lemon Grove substation, was honored with "Outstanding DUI Officer Award" at the recent MADD Awards Ceremony and Luncheon.

Adjournment

There being no further business to come before the City Council, Housing Authority, Sanitation District Board, Lemon Grove Roadway Lighting District Board, and the Lemon Grove Successor Agency the meeting was adjourned at 7:05 p.m.

Susan Garcia

Susan Garcia, City Clerk

City of Lemon Grove Demands Summary

Approved as Submitted:
 Gilbert Rojas, Interim Finance Director
 For Council Meeting: 04/19/16

ACH/AP Checks 02/26/16-04/06/16	1,424,160.67
Payroll - 3/29/16	113,543.14

Total Demands 1,537,703.81

Check No	Vendor No	Vendor Name	Check Date	Vendor Name	Check Amount	Check Amount
CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	AMOUNT
ACH	2/25/16	Pitney Bowes Global Financial Services LLC	02/26/2016	Postage Usage 2/25/16	250.00	250.00
ACH	Mar16	Pers Health	03/02/2016	Pers Health Insurance - Mar'16	53,701.49	53,701.49
ACH	Feb16	Dharma Merchant Services	03/02/2016	Merchant Fees - Feb'16	263.08	263.08
ACH	Feb16	Power Pay Biz	03/02/2016	Online Credit Card Processing - Feb'16	54.76	54.76
ACH	Feb16	Bluefin Payment Systems	03/02/2016	Merchant Statement Fee - Feb'16	9.95	9.95
ACH	Mar1 16	Employment Development Department	03/03/2016	State Taxes 3/1/16	7,734.93	7,734.93
ACH	Feb16	Authorize.Net	03/03/2016	Merchant Fees In-Store & Online - Feb'16	41.50	41.50
ACH	3/3/16	Pitney Bowes Global Financial Services LLC	03/04/2016	Postage Usage 3/3/16	250.00	250.00
ACH	Jan16	Colonial Life	03/04/2016	Optional Insurance - Jan'16	793.78	793.78
ACH	Feb16	Colonial Life	03/04/2016	Optional Insurance - Feb'16	793.78	793.78
ACH	298236696	US Bank Equipment Finance	03/07/2016	Defibrillator Lease-Contract Payment 3/11/16	1,663.30	1,663.30
ACH	Mar16	Aflac	03/07/2016	Aflac Insurance - Mar'16	743.86	743.86
ACH	Mar1 16	US Treasury	03/08/2016	Federal Taxes 3/1/16	31,263.04	31,263.04
ACH	4154920380	SDG&E	03/08/2016	Electric Usage:St Light 1/31/16-2/29/16	2,774.26	2,774.26
ACH	3568860625	SDG&E	03/08/2016	Electric Usage:St Light 1/31/16-2/29/16	1,245.91	1,245.91
ACH	3/8/16	Pitney Bowes Global Financial Services LLC	03/09/2016	Postage Usage 3/8/16	250.00	250.00
ACH	Feb17-Mar1	Calpers Supplemental Income 457 Plan	03/10/2016	457 Plan 2/17/16-3/1/16	4,034.45	4,034.45
ACH	Feb16	Wells Fargo Bank	03/11/2016	Bank Service Charge - Feb'16	845.53	845.53
ACH	Mar15 16	Employment Development Department	03/17/2016	State Taxes 3/15/16	6,781.97	6,781.97
ACH	3/16/16	Pitney Bowes Global Financial Services LLC	03/18/2016	Postage Usage 3/16/16	250.00	250.00
ACH	3/17/16	Pitney Bowes Global Financial Services LLC	03/21/2016	Postage Usage 3/17/16	250.00	250.00
ACH	Mar2-Mar15	Calpers Supplemental Income 457 Plan	03/21/2016	457 Plan 3/2/16-3/15/16	4,482.04	4,482.04
ACH	Feb16	Home Depot Credit Services	03/21/2016	Home Depot Charges - Feb'16	1,644.70	1,644.70
ACH	Mar15 16	US Treasury	03/22/2016	Federal Taxes 3/15/16	28,441.04	28,441.04
ACH	Mar17 16	Southern CA Firefighters Benefit Trust	03/23/2016	LG Firefighters Benefit Trust 3/3/16, 3/17/16	1,707.55	1,707.55
ACH	Feb3-Mar1	California Public Empl Retirement System	03/24/2016	Pers Retirement 2/3/16-3/1/16	59,543.63	59,543.63
ACH	3/24/16	Pitney Bowes Global Financial Services LLC	03/25/2016	Postage Usage 3/24/16	250.00	250.00
ACH	44378749	WEX Wright Express Fleet Services	03/28/2016	Fuel - Fire Dept - Feb'16	433.97	433.97
ACH	3/29/16	Pitney Bowes Global Financial Services LLC	03/30/2016	Postage Usage 3/29/16	250.00	250.00
ACH	Mar29 16	Employment Development Department	03/31/2016	State Taxes 3/29/16	5,722.95	5,722.95
ACH	Mar29 16	US Treasury	03/31/2016	Federal Taxes 3/29/16	26,100.03	26,100.03
ACH	Feb16	San Diego County Sheriff's Department	03/31/2016	Law Enforcement Services - Jan'16 Law Enforcement Services - Feb'16	413,942.55 409,557.52	823,500.07

ACH	Mar16	Colonial Life	04/01/2016 Optional Insurance - Mar'16	1,190.67	1,190.67
ACH	Mar16	Dharma Merchant Services	04/04/2016 Merchant Fees - Mar'16	374.86	374.86
ACH	Mar16	Power Pay Biz	04/04/2016 Online Credit Card Processing - Mar'16	226.58	226.58
ACH	Mar16	Authorize.Net	04/04/2016 Merchant Fees In-Store & Online- Mar'16	53.14	53.14
ACH	Mar16	Bluefin Payment Systems	04/04/2016 Merchant Statement Fee - Mar'16	9.95	9.95
ACH	Apr16	Aflac	04/04/2016 Aflac Insurance - Apr'16	743.86	743.86
ACH	May16	Aflac	04/04/2016 Aflac Insurance - May'16	743.86	743.86
ACH	Apr16	Pers Health	04/04/2016 Pers Health Insurance - Apr'16	55,390.90	55,390.90
5464	Nov-Feb16	Alfaro Jr, Florentino	03/23/2016 Cell Phone Reimbursement- Nov 15- Feb 16	60.00	60.00
5465	1896448	American Fence Company Inc.	03/23/2016 North @ Olive Fence Rental- 2/7/16-3/16/16	105.00	105.00
5466	Mar17 16	California State Disbursement Unit	03/23/2016 Wage Withholding Pay Period Ending 3/15/16	267.00	267.00
5467	67891	Carrion, Jorge	03/23/2016 8x10 Siltsoxx - Setup Compost Socks- LG Realignment	496.21	496.21
5468	3/7/16 3/7/16 2/28/16 3/8/16 2/28/16 3/5/16	Cox Communications	03/23/2016 Calsense Modem Line:2259 Washington 3/6/16-4/5/16 Calsense Modem Line:7071 Mt Vernon- 3/6/16-4/5/16 Internet/Community Ctr- 3/1/16-3/29/16 B/U Phone/Fire /7853 Central- 3/7/16-4/6/16 Peg Circuit Svc- 3/1/16-3/29/16 Phone/Rec Ctr/ 3131 School Ln- 3/4/16-4/3/16	21.10 19.99 75.00 31.55 2,941.15 97.73	3,186.52
5469	Dumas	CWEA	03/23/2016 CWEA Membership Renewal - Dumas	164.00	164.00
5470	0311162305	Domestic Linen- California Inc.	03/23/2016 Shop Towels & Safety Mats 3/11/16	90.75	90.75
5471	Mar6 16	Ek, James	03/23/2016 EMT Recertification Fee- Ek	54.00	54.00
5472	3/07-10/16 3/14-17/16	Esgil Corporation	03/23/2016 75% Building Fees- 3/7/16-3/10/16 75% Building Fees- 3/14/16-3/17/16	4,673.35 2,842.31	7,515.66
5473	Mar2 16	Gamester, Sean	03/23/2016 Uniform Reimbursement- Gamester 3/2/16	32.37	32.37
5474	0025025-IN	Hinderliter De Llamas & Associates	03/23/2016 Sales Tax Audit Services - Qtr 3 2015	2,826.64	2,826.64
5475	00035413	Hudson Safe-T- Lite Rentals	03/23/2016 Post Cap/ Wrench	34.72	34.72
5476	9527506-00 9528873-00	Hydro-Scape Products, Inc.	03/23/2016 Paint/ Weed Killer LGA Median & Parks Supplies	409.40 957.55	1,366.95
5477	28180 28247	KTU + A Planning + Landscape Architecture	03/23/2016 Prof Serv: Main St Promenade Phase2- Jan1-31, 2016 Prof Serv: Main St Promenade Phase2- Feb1-29, 2016	1,072.50 9,384.60	10,457.10
5478	8076333-5	LandCare	03/23/2016 Landscape Maintenance- Feb16	9,479.00	9,479.00
5479	Feb16 Feb16 Feb16 Feb16 Feb16 Feb16 Feb16	Lounsberry Ferguson Altona & Peak LLP	03/23/2016 General 01163-00002 - Feb'16 Code Enforcement 01163-00003 - Feb'16 DOF 01163-00017 - Feb'16 Affordable Housing 01163-00019 - Feb'16 Cost-Share Agreement 00023 - Feb'16 7309 Broadway- 00024 - Feb'16 7973 North Avenue- 00025 - Feb'16	6,719.45 6,143.29 95.00 95.00 1,245.00 578.70 577.05	15,453.49
5480	IN1007572	Municipal Emergency Services Inc	03/23/2016 Uniform Allowance- Drum 3/3/16	267.14	267.14
5481	11153	NASSCO, Inc.	03/23/2016 NASSCO Membership Dues	295.00	295.00
5482	2160049	NBS	03/23/2016 Sanitation Rate Study- Thru Feb29, 2016	4,084.02	4,084.02
5483	197027 197028	Ninjo & Moore	03/23/2016 Golden Ave Row Homes Inspection- thru Feb26'16 Materials Testing Svc-SRTS Palm & Golden- thru Feb26'16	1,499.50 6,990.00	8,489.50
ACH	Mar1 16	Employment Development Department	03/03/2016 State Taxes 3/1/16	7,734.93	7,734.93
ACH	Feb16	Authorize Net	03/03/2016 Merchant Fees In-Store & Online - Feb'16	41.50	41.50
ACH	3/3/16	Pitney Bowes Global Financial Services LLC	03/04/2016 Postage Usage 3/3/16	250.00	250.00
ACH	Jan16	Colonial Life	03/04/2016 Optional Insurance - Jan'16	793.78	793.78
ACH	Feb16	Colonial Life	03/04/2016 Optional Insurance - Feb'16	793.78	793.78
ACH	298236696	US Bank Equipment Finance	03/07/2016 Defibrillator Lease-Contract Payment 3/11/16	1,663.30	1,663.30

5489	Mar16	Standard Insurance Company	03/23/2016	Long Term Disability Insurance - Mar'16	1,624.79	1,624.79
5490	97824	Tristar Risk Management	03/23/2016	Losses Paid- 2/1/16-2/29/16	3,007.82	3,007.82
5491	Mar15 16	Vantage Point Transfer Agents-457	03/23/2016	ICMA Deferred Compensation Pay Period Ending 3/1, 3/15	1,161.54	1,161.54
5492	9761514925	Verizon Wireless	03/23/2016	Models- Cardiac Monitors- 2/4/16-3/3/16	28.18	28.18
5493	71066282 71066283	Vulcan Materials	03/23/2016	Asphalt Asphalt	134.14 134.14	268.28
5494	032316	American General Life Insurance Company	03/23/2016	Life Insurance - L Romero	141.18	141.18
5495	C0597	A-Pot Rentals	03/30/2016	Portable Restroom Rental- 3/9/16-4/8/16	132.20	132.20
5496	1902718	American Fence Company Inc.	03/30/2016	North & Olive Fence Rental- 3/17/16-04/16/16	105.00	105.00
5497	AZ1136	Aztec Fence Co II Inc.	03/30/2016	Fence Repair- Berry Street Park	475.00	475.00
5498	1263	Badawi & Associates	03/30/2016	FY15 Audit - Final Billing	1,604.00	1,604.00
5499	680354-9 681324-9 681746-9 682605-9 682882-9	BJ's Rentals	03/30/2016	Compactor Plate Rental Propane Compactor Plate Rental Compactor Plate Rental Propane	316.80 25.60 107.55 139.26 26.20	615.41
5500	82098783	Baundtree Medical LLC	03/30/2016	Medical Supplies	1,141.36	1,141.36
5501	13618	City of El Cajon	03/30/2016	HFTA Quarterly Billing- FY15/16- 4th QTR	2,932.00	2,932.00
5502	18435	City of La Mesa	03/30/2016	Overtime Reimbursement-Lopez/Mast/Provence/Sargent	3,645.83	3,645.83
5503	1000141152	City of San Diego	03/30/2016	FY16 Regional 3C's Network Connections and Support	3,000.00	3,000.00
5504	3099	D- Max Engineering Inc.	03/30/2016	Northside Commons Stormwater Plan Review- thru 3/10/16	270.00	270.00
5505	79382	Day Wireless Systems Inc.	03/30/2016	E310- Engine Radio Repair	220.00	220.00
5506	0325162305	Domestic Linen- California Inc.	03/30/2016	Shop Towels & Safety Mats 3/25/16	90.75	90.75
5507	5-348-40307	Federal Express	03/30/2016	Shipping Charges - Fire Dept.	12.69	12.69
5508	7205709	Globalstar USA, Inc	03/30/2016	Satelite Services- 2/16/16-03/15/16	95.98	95.98
5509	00035474	Hudson Safe-T- Lite Rentals	03/30/2016	12 Point Wrench	43.40	43.40
5510	7637126	Kimley- Horn and Associates Inc.	03/30/2016	Lemon Grove Safe Routes Project- Through 3/31/16	9,867.00	9,867.00
5511	LGPawn	Lemon Grove Pawnbroker	03/30/2016	Refund/ Lemon Grove Pawnbroker/ License	130.00	130.00
5512	197029 197232 197330	Ninyo & Moore	03/30/2016	Project Inspector Svc thru Feb 26,2016- SRTS Palm&Golden Materials Testing Svc- SRTS Palm&Golden Ave- thru Mar22 Project Inspector Svc thru Mar 23, 2016- SRTS Palm&Golden	8,563.25 1,849.50 3,207.00	13,619.75
5513	WO-26825-1	Office Advantage, Inc.	03/30/2016	Office Supplies	128.67	128.67
5514	Overton	Overton, Dawn	03/30/2016	Consultant Services - Goal Setting	6,262.50	6,262.50
5515	16-0357	Pacific HVAC Service	03/30/2016	AC Repair- Sheriffs 3/23/16	192.50	192.50
5516	121340	Pacific Sweeping	03/30/2016	Street Sweeping/Parking Lot- Feb16	6,051.28	6,051.28
5517	Uni-3/25/16	Ratkovich, Michael	03/30/2016	Uniform Allowance- Ratkovich 3/25/16	320.14	320.14
5518	Ross	Ross, Thomas/Kim	03/30/2016	Refund/Ross, Thomas/Kim/ License Refund	124.00	124.00
5519	3/28/16	Russell, Corinne	03/30/2016	Reimb: Mileage- Russell Mar22-23, 2016	118.80	118.80
5520	SCIDefined	S C I Defined Benefit Pension Plan	03/30/2016	Refund/ SCI Defined Benefit Pension Plan/ TPM Review	949.73	949.73
5521	0274446	SCS Engineers	03/30/2016	Monitoring Well Installation & Sampling- Main St Prop- Feb'16	3,280.00	3,280.00
5522	3/24/16 3/24/16	SDG&E	03/30/2016	3225 Olive- 2/22/16-3/21/16 3500 1/2 Main- 2/22/16-3/21/16	80.20 147.43	227.63
5523	FSA 2015	Sessom, Mary	03/30/2016	FSA 2015- Sessom	494.00	494.00
5524	772112	Superior Ready Mix Concrete LP	03/30/2016	Recycled Class II	261.76	261.76
5525	Tauai	Tauai, Marie/Esera	03/30/2016	Refund/Tauai,Marie/Esera/ License Refund	70.75	70.75

5526	9762047740 9762047741 9762048393 9762447592	Verizon Wireless	03/30/2016 City Phone Charges- 2/13/16-03/12/16 PW Tablets/Phone Charges - Sanitation-2/13/16-3/12/16 Mobile Broadband Access- 2/13/16-03/12/16 MDC Engine Tablets- 2/21/16-3/20/16	391.14 211.34 76.02 190.05	868.55
5527	71072411 71072412 71073868 71076279	Vulcan Materials	03/30/2016 Asphalt Asphalt Asphalt Asphalt	134.14 130.46 130.46 167.11	562.17
5528	75852881	Waxie Sanitary Supply	03/30/2016 Cleaning Supplies	1,380.38	1,380.38
5529	10729	AAA Imaging	04/06/2016 Maps	110.00	110.00
5530	15011	AAir Purification Systems	04/06/2016 Installation of Vehicle Exhaust Removal System	19,416.59	19,416.59
5531	3/22/16	AT&T	04/06/2016 AT&T High Speed Internet Max Plus 2/23/16-3/22/16	130.00	130.00
5532	4467594	Bearcom	04/06/2016 Portable Radios Monthly Contract- 3/22/16-4/21/16	150.00	150.00
5533	684202-9 684547-9	BJ's Rentals	04/06/2016 Propane Propane	25.10 27.29	52.39
5534	Apr16	California Dental Network Inc	04/06/2016 California Dental Insurance - Apr'16	309.98	309.98
5535	15881664	Canon Financial Services Inc.	04/06/2016 Canon Copier Contract Charge- 4/1/16	642.60	642.60
5536	88	CityPlace Planning, Inc.	04/06/2016 CLG General Plan Project - Feb'16	5,790.00	5,790.00
5537	2797 2798 2799 2800 2801 2802 2803 2804 2805 2806	Clark Telecom & Electric Inc.	04/06/2016 Street Light Maintenance- Jan16 Street Light Repairs- Jan16 Street Lighting Dig Alert Mark Outs - Jan16 Traffic Signal Maintenance- Jan16 Traffic Signal Repairs- Jan16 Traffic Signal Dig Alert Mark Outs- Jan16 Street Light Maintenance- Feb16 Street Light Repairs- Feb16 Traffic Signal Maintenance- Feb16 Traffic Signal Repairs- Feb16	137.33 270.85 98.84 1,170.00 1,158.22 156.44 137.33 2,244.42 1,170.00 671.53	7,215.06
5538	3/20/16	Cox Communications	04/06/2016 Phone/PW Yard/2873 Skyline- 3/19/16-4/18/16	211.92	211.92
5539	Draw#5	Crest Equipment Inc.	04/06/2016 Safe Routes to School Palm/Golden 3/1/16-3/31/16 Draw#5	37,761.07	37,761.07
5540	13001	Custom Auto Wrap Inc.	04/06/2016 Day Camp Banners	405.00	405.00
5541	3/31/16	Drum, Daryn	04/06/2016 Reimb: Kitchen Towels/Cups/Vehicle Towels	122.80	122.80
5542	Uni-3/30/16	Duenez, Nicholas	04/06/2016 Uniform Allowance- Duenez 3/30/16	293.27	293.27
5543	2/29-3/3/16 3/21-24/16 3/28-31/16	Esgil Corporation	04/06/2016 75% Building Fees- 2/29/16-3/3/16 75% Building Fees- 3/21/16-3/24/16 75% Building Fees- 3/28/16-3/31/16	9,198.59 2,267.42 3,866.62	15,332.63
5544	AR007689	Grossmont Union High School District	04/06/2016 Spring Camp/Egg Hunt Flyers	1,650.00	1,650.00
5545	103	Janazz, LLC DF	04/06/2016 Computer Maintenance- Mar16	609.00	609.00
5546	201611	Lemon Grove Car Wash	04/06/2016 Full Service Car Wash 3/1/16	16.00	16.00
5547	Uni-3/29/16	Medina, Travis	04/06/2016 Uniform Allowance- Medina 3/29/16	39.42	39.42
5548	IN1013175	Municipal Emergency Services Inc	04/06/2016 Shipping - Combustible Sensor	8.64	8.64
5549	102776	Penske Ford	04/06/2016 LGPW07- Oil & Filter Change	42.66	42.66
5550	7029747-MR16	Pitney Bowes Global Financial Services LLC	04/06/2016 Postage Meter Rental Adj - 12/30/15-3/30/16	13.37	13.37
5551	Apr16	PLIC- SBD Grand Island	04/06/2016 Dental Insurance - Apr'16	4,595.96	4,595.96
5552	7210	RapidScale Inc	04/06/2016 Virtual Hosting- Mar16	2,048.07	2,048.07
5553	7230	Spring Valley Lawn Mower Shop	04/06/2016 Weed Whip Line	9.67	9.67
5554	Apr16	Standard Insurance Company	04/06/2016 Long Term Disability - Apr'16	1,624.79	1,624.79
5555	SynergyEast	Synergy East	04/06/2016 Refund/Synergy East/ Overpaid Business License Fees	63.00	63.00
5556	2010 Bond	US Bank- Corporate Trust Services	04/06/2016 CDA 2010 Tax Allocation Refunding Bond - Reserve Fund	5,483.07	5,483.07
5557	71067701	Vulcan Materials	04/06/2016 Asphalt	132.19	654.26

	71079266		Asphalt	300.67	
	71082907		Asphalt	128.74	
	71086835		Asphalt	92.66	
5558	0163860	Zumar Industries, Inc.	04/06/2016 Street Name Signs	1,796.66	1,796.66
5559	2870	D- Max Engineering Inc.	04/06/2016 Valencia Construction Inspections- 4/1/15-5/31/15	2,867.30	33,889.26
	2871		100 Celsius - WQTR 1st Review	1,116.70	
	2937Reissue		FY14/15 Industrial Commercial Program-Compliance Inspections	6,491.13	
	2952		Shirley Lane WQTR 3rd Review	1,301.70	
	3018		Lemon Grove Vista Azul- SWMP 1st Review	992.50	
	3023		Shirley Lane WQTR Review Meeting	543.58	
	3056		Mallard Court WQTR 2nd Review	931.70	
	3068		Lemon Grove Vista Azul- SWMP 2nd Review	1,248.75	
	3069		LG Lofts- SWMP 3rd Review	1,439.20	
	3070		2065 69th Street- SWQMP 1st Review	1,541.25	
	3098		Lemon Grove Vista Azul- SWMP 3rd Review	1,225.45	
	3099		Northside Commons- Erosion Control Plan Review	270.00	
	3106		Lemon Grove Vista Azul- SWMP 4th Review	720.00	
	3108		Mallard Court SWQMP 4th Review	870.00	
	3114		Promenade Extension Conceptual Design Review	620.00	
	3115		BMP Design Manual Update 10/1/15-2/29/16	11,710.00	
				1,424,160.67	1,424,160.67

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.D
Mtg. Date April 19, 2016
Dept. Finance

Item Title: **Financial Audit Services Agreement**

Staff Contact: Gilbert Rojas, Interim Finance Director

Recommendation:

Adopt a resolution (**Attachment B**) approving an amendment to agreement for financial audit services with Badawi & Associates.

Item Summary:

In 2013 the City Council authorized a Request for Proposal (RFP) for financial audit services which resulted in Badawi & Associates being awarded a three year agreement to audit the City financial records. The agreement also provided options to extend the agreement for fiscal years ending 2016 and 2017. The staff is aware that Badawi & Associates experience in auditing the City is very valuable and useful to the City. Therefore, is recommending extending the agreement for the Fiscal Year 2016 audit.

Fiscal Impact:

The Fiscal Year 2015-16 cost for the audit will be \$23,000—this is an increase from last years audit cost of \$16,040. In addition, Badawi & Associates also prepares and submits the State Controllers Report and the Street Report. This cost will decrease from \$2,613 to \$2,000.

Environmental Review:

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

Public Information:

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

Attachments:

- A. Staff Report
- B. Resolution (with Agreement for Professional Services)

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.D

Mtg. Date April 19, 2016

Item Title: Financial Audit Services Agreement

Staff Contact: Gilbert Rojas, Interim Finance Director

Discussion:

The advantages of extending the services of Badawi & Associates include the following:

- Badawi & Associates has 3 years of knowledge and experience in the City's finances;
- Badawi & Associates has reasonable fees;
- Badawi & Associates received 100 percent positive feedback from cities contacted by staff;
- The partner, Mr. Ahmed Badawi, and staff at Badawi & Associates have extensive experience in auditing local government entities. Their staff has a thorough understanding of California laws and PERS. In addition, the partner is a member of various governmental committees, has actively participated in the development of accounting and audit guidelines for the governmental sector, and is an instructor for the California Society of Municipal Finance Officers.

Staff recommends that the City Council consider the reappointment of Badawi & Associates. Staff has prepared a resolution (**Attachment B**) authorizing the execution of an amendment to the agreement between the City and Badawi & Associates.

Included with the resolution is the City's Amendment to the Agreement for Professional Services for a one year term.

Conclusion:

Staff recommends that the City Council adopt the resolution (**Attachment B**) awarding the contract to Badawi & Associates.

Attachment B

RESOLUTION NO. 2016-

RESOLUTION OF THE LEMON GROVE CITY COUNCIL AUTHORIZING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF LEMON GROVE AND BADAWI & ASSOCIATES TO PROVIDE FINANCIAL AUDITING SERVICES

WHEREAS, on January 15, 2013, the City Council authorized the release of a Request for Proposals for Audit Services; and

WHEREAS, after evaluating the firms qualified based on RFP criteria, the City Council selected Badawi & Associates to provide financial audit services; and

WHEREAS, the original agreement approved in 2013 provided for an agreement extension of auditing services beyond the original three years; and

WHEREAS, an amendment for financial auditing services has been prepared to extend audit services for Fiscal Year 2015-16.

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

1. Approves the Amendment for Professional Services (**Exhibit 1**) with Badawi & Associates to provide financial audit services; and
2. Authorizes the City Manager to execute said agreement.

CITY OF LEMON GROVE
AMENDMENT TO AGREEMENT FOR PROFESSIONAL FINANCIAL AUDITING
SERVICES

This amendment is entered into the ___ day of April, 2016, by and between the City of Lemon Grove ("CITY") and Badawi & Associates ("AUDITOR");

The following sections are changed to read as follows:

Section 5. TOTAL COST AND PAYMENT.

The total cost for all work and deliverables (including the optional reports) specified in Attachment A is not to exceed Twenty Five Thousand Dollars (\$25,000) for the Fiscal Year ending June 30, 2016. AUDITOR will submit to CITY detailed invoices, describing work performed and the associated costs. CITY will pay AUDITOR for undisputed invoiced amounts within thirty (30) days of receiving an invoice.

Section 6. LENGTH OF AGREEMENT.

This agreement is effective as of the date noted above in Section 1. The agreement will terminate when all work is complete for fiscal year ending June 30, 2016.

Section 18. NOTICES.

All communication to a particular party is deemed made when received by that party at the following name and address:

Gilbert Rojas	Ahmed Badawi
Finance Director	Partner
City of Lemon Grove	Badawi & Associates
3232 Main Street	180 Grand Avenue, Suite 955
Lemon Grove, CA 91945	Oakland, CA 94612

Written communication is conclusively deemed to have been received by the addressee five (5) days after it is deposited in the United States Mail, postage prepaid and properly addressed.

CITY OF LEMON GROVE

BADAWI & ASSOCIATES

Lydia Romero, City Manager

Ahmed Badawi, Partner

Date

Date

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

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

Item Title: **Tree Maintenance Services Agreement Amendment**

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement amendment (**Attachment B – Exhibit 1**) with West Coast Arborists, Inc. for tree maintenance services in the City of Lemon Grove.

Item Summary:

On November 4, 2014, the City Council approved an agreement with West Coast Arborists, Inc. (WCA) for tree maintenance services in the City of Lemon Grove. The intent of the agreement was to establish a professional services tree maintenance cycle that is appropriate for the size and type of urban forest that exists in the City of Lemon Grove. Since working with WCA, staff has been very satisfied with the response times, quality of work, and professional quality of services that has been received. In December 2015, staff was approached by WCA to discuss a new prevailing wage determination that was issued by the Department of Industrial Relations (DIR). On August 22, 2015, a new rate was established that is higher than the Landscape Maintenance Laborer classification and therefore will increase the rates that are reflected in the city's tree maintenance agreement. At this time, WCAs proposes a 31 percent cost increase to account for the DIRs determination. The requested increase exceeds the consumer price index that is authorized per the existing agreement and therefore requires City Council approval. Staff has met with WCA multiple times to discuss the impacts of the DIRs decision and has concluded that the amendment is necessary to continue to provide tree maintenance services throughout the City.

Staff recommends that the City Council adopt a resolution (**Attachment B**) approving an agreement amendment (**Attachment B – Exhibit 1**) with West Coast Arborists, Inc. for tree maintenance services in the City of Lemon Grove.

Fiscal Impact:

There is no fiscal impact at this time. However, in light of the recent increase in unit costs, staff anticipates a funding adjustment as part of the Fiscal Year 2016-2017 budget process.

Environmental Review:

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

Public Information:

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

Attachments:

A. Resolution

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING A TREE MAINTENANCE SERVICES AGREEMENT AMENDMENT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES IN THE CITY OF LEMON GROVE

WHEREAS, in 2014, the City established an agreement with West Coast Arborists, Inc. (WCA) to provide tree maintenance services throughout the City; and

WHEREAS, on August 22, 2015, the Department of Industrial Relations (DIR) increase the minimum hourly wage rates of employment classifications that provide services to the City; and

WHEREAS, in December 2015, WCA requested a 31 percent increase to its unit prices to adhere to the new DIR requirements; and

WHEREAS, staff believes that WCA continues to provide a special and unique services package of special tree maintenance equipment, ISA certified staff, and maintains a professional training standard that continues to manage all tree maintenance service requests in the City.

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

1. Approves an agreement amendment (**Exhibit 1**) with West Coast Arborists, Inc. for tree maintenance services in the City of Lemon Grove; and
2. Authorizes the City Manager or designee to execute and manage all contractual documents.

/////
/////

Attachment B – Exhibit 1

City of Lemon Grove Urban Forestry Management

WCA, Inc. Prices for FY 2016-2017

DESCRIPTION	CURRENT UNIT PRICES	FY 16-17 UNIT PRICES
Tree Pruning (by Grid)	\$ 44.00	\$ 57.00
Tree Pruning (by Service Requests)		
0-6"	\$ 30.00	\$ 38.30
7-12"	\$ 60.00	\$ 75.60
13-18"	\$ 85.00	\$ 111.35
19-24"	\$ 115.00	\$ 150.85
25-30"	\$ 185.00	\$ 242.35
31-36"	\$ 250.00	\$ 327.50
Over 36"	\$ 250.00	\$ 327.50
Crown Raise, Clearance Prune Hardwood tree		
0-6"	\$ 20.00	\$ 26.20
7-12"	\$ 20.00	\$ 26.20
13-18"	\$ 50.00	\$ 65.50
19-24"	\$ 50.00	\$ 65.50
25-30"	\$ 50.00	\$ 65.50
31-36"	\$ 80.00	\$ 104.80
Over 36"	\$ 80.00	\$ 104.80
Tree & stump removal (by dia. inch)		
0-6"	\$ 17.00	\$ 22.25
7-12"	\$ 17.00	\$ 22.25
13-18"	\$ 17.00	\$ 22.25
19-24"	\$ 17.00	\$ 22.25
25-30"	\$ 17.00	\$ 22.25
31-36"	\$ 27.00	\$ 35.35
Over 36"	\$ 27.00	\$ 35.35
Stump Grinding (per diameter inch)	\$ 7.00	\$ 9.15
Palm Tree Trimming		
Prune Date Palm (Phoenix spp.)	\$ 120.00	\$ 157.20
Clean Trunk on Date Palm (Phoenix spp.) /Linear Foot	\$ 30.00	\$ 39.30
Prune Fan Palm (Washingtonia spp.)	\$ 44.00	\$ 57.60
Clean Trunk on Fan Palm (Washingtonia spp.) / Linear Foot	\$ 10.00	\$ 13.10
Prune all other Palm Species	\$ 44.00	\$ 57.60
Tree Planting		
15-Gallon	\$ 120.00	\$ 157.20
24-inch box	\$ 200.00	\$ 262.00
36-inch box	\$ 500.00	\$ 655.00
48-inch box	\$ 1,000.00	\$ 1,310.00
60-inch box	\$ 2,000.00	\$ 2,620.00
Tree Watering (per hour)	\$ 60.00	\$ 81.00
Milling Cost (per board foot)	\$ 7.00	\$ 9.15
Root Pruning (per linear foot)	\$ 10.00	\$ 13.10
Root Barrier Installation (per linear foot)	\$ 10.00	\$ 13.10
General Labor Rates (by hour)		
Hourly rate for 1 Ground-person	\$ 60.00	\$ 78.60
Hourly rate for 1 Equipment Operator	\$ 60.00	\$ 78.60
Hourly rate for 1 Trimmer	\$ 60.00	\$ 78.60
Hourly rate for Municipal Specialist	\$ 60.00	\$ 78.60
Hourly rate for Utility Specialist	\$ 60.00	\$ 78.60
Hourly rate for Line Clearance Certified Trimmers	\$ 60.00	\$ 78.60
Day Rate Service Crew – (per day)	\$ 1,440.00	\$ 1,886.40
Boom truck per eight (8) hour day to include a Chip body, low decibel chipper, 1 trimmer, 2 ground persons		
Specialty Equipment Day Rate (per day)	\$ 600.00	\$ 1,018.00
Emergency Services – (per hour)		
Fully equipped 3 person crew for emergency service:		
During normal business hours	\$ 180.00	\$ 235.80
After hours, weekends and/or holidays	\$ 210.00	\$ 275.10
Arborist Reports – (per hour)	\$ 100.00	\$ 131.00
GPSTree Inventory (per tree site)	\$ 2.00	\$ 2.60

The proposed prices reflect a 31% increase to offset the new prevailing wage determination
for Tree Maintenance Laborer.

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 1.F
Mtg. Date April 19, 2016
Dept. Public Works

Item Title: **Agreement for Claims Management Services**

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving an agreement for claims management services with George Hills Company.

Item Summary:

Currently, the City self administers its claims management services in compliance with state and federal regulations. With the recent dissolution of the San Diego Pooled Insurance Program Authority (SANDPIPA), the City continues to evaluate all aspects of its risk management program.

As a part of that analysis, City staff substantially reviewed its claims management program to determine if this is an area that it should continue to be performed in-house or if there are greater benefits to the City if this service is contracted out.

The staff report (**Attachment A**) details the City's claims management history, the comparison between providing said services in-house or contracting those services to a third party administrator, and concludes with staff's recommendation.

Fiscal Impact:

In Fiscal Year 2015-2016 (FY 2015-16) funds are allocated in Fund 29 – Self Insured Liability Retention Fund. However, moving forward to FY 2016-17, staff anticipates this amount will increase to reflect the not to exceed cost estimate of \$15,000 per fiscal year.

Environmental Review:

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

Public Information:

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

Attachments:

- Staff Report
- Resolution

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.F

Mtg. Date April 19, 2016

Item Title: Agreement for Claims Management Services

Staff Contact: Mike James, Public Works Director

Background:

On April 21, 2015, the City Council adopted a resolution that provided its written authorization to the dissolution of the San Diego Pooled Insurance Authority Program Authority (SANDPIPA). The City Council also authorized staff to solicit proposals to provide general liability and workers compensation excess insurance coverage as well as third party administrative services.

The remaining portion of this staff report details staffs selection process while reviewing proposals from qualified third party administrative services for general liability claims management services.

Discussion:

Since April 1986, the City has benefited from multiple agreements that were negotiated by SANDPIPA's General Manager, for the benefit of its 12 members. One of those agreements included a third party administrative service for claims management services with Carl Warren and Associates (Carl Warren). However, in 2013, Carl Warren terminated its agreement with SANDPIPA. Since that time staff has self administered its claims management services.

During the transition period from SANDPIPA to a direct relationship with California State Association of Counties – Excess Insurance Authority (CSAC-EIA), staff researched and now recommends that outsourcing claims management services may be in the best interest of the city for the following reasons: allows staff to focus on other competing priorities, retains the services of professional experts in the field of claims management, and improves the city's claims system with an external review of processes and procedures.

Staffs first step in this process was to schedule meetings and request proposals from qualified third party administrators for general liability claims management services. In March, staff received proposals from five firms: Adminsure, Incorporated, Carl Warren and Associates (Carl Warren), George Hills Company (George Hills), Veritas Claims, LLC, and York Risk Services Group. Of those five firms staff interviewed two: Carl Warren and George Hills. Staff felt that both firms brought forward a tremendous amount of experience managing claims for local government entities. However, after meeting with both entities staff felt that George Hills will bring a tailored methodology that will best fit the current needs of staff and the City's risk program. Before detailing the benefits that George Hills will bring to the city's risk management program, staff felt it was prudent to include information about the company:

- Since 1954, George Hills has provided best practice claims administration and litigation management services to private and public sector clients,
- Currently employees 40 claims management professionals and 14 full time corporate and support staff employees. Each claims professional holds the applicable industry standard certification,

Attachment A

- Seven offices are located throughout California. The nearest office that will support Lemon Grove is located in San Bernardino,

Because the city is in a direct relationship with CSAC-EIA it receives additional support services from its broker, Alliant Insurance Services (Alliant). Alliant is familiar with the city's risk profile, since it was also a SANDPIPA broker for insurance, and Alliant staff members attended both interviews with Carl Warren and George Hills. Alliant staff concurred with staff's recommendation to partner with George Hills. A summary of some of the benefits that were noted by partnering with George Hills included:

- Financially stable company with one owner,
- Claims adjuster coverage that will allow 24 hour servicing if needed,
- Subrogation recovery program for public entities,
- Currently is an approved vendor for CSAC-EIA's primary general liability program. This is important because George Hills is familiar with the reporting requirements of the city's excess insurance provider, and
- Will provide the conversion to the claims management tracking software (SYSTEMA) at no additional cost to the City.

Agreement Details:

In moving forward, staff felt it important to review a few of the key points of George Hills' proposal and the final agreement.

Cost: Because the agreement was created on a time and material basis (\$83 per hour) there is no guaranteed method to predict the annual expenditures that will occur. However, based on the costs listed on page 37 of this report, staff estimates that the cost range in the first 14 months will not exceed \$15,000.

Duration: The agreement will expire no sooner than June 30, 2017 with the option to extend for four additional one-year periods. The June 30, 2017 date was selected because that coincides with the anticipated completion date of staff's analysis and comparison of excess insurance providers.

Review of Policies and Procedures: During discussions with George Hills about the city's current risk program, George Hills staff volunteered its services to review all templates and forms related to risk management for not additional cost.

In closing, staff concluded that George Hills Company is not the largest firm that is available to the city. However, its uniquely tailored approach, coupled with its core values of honesty & integrity, customer satisfaction, financial sustainability, loyalty and continuous improvement are in keeping with what staff believes will best fit the general liability risk program moving forward.

Conclusion:

That the City Council adopts a resolution (**Attachment B**) approving an agreement (**Attachment B – Exhibit 1**) for claims management services with George Hills Company.

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AWARDING A CLAIMS MANAGEMENT SERVICES AGREEMENT TO GEORGE HILLS COMPANY

WHEREAS, the City currently self-administers its general liability claims management services; and

WHEREAS, with the recent formation of a direction relationship with the California State Association of Counties – Excess Insurance Authority (CSAC-EIA) staff expanded its risk management program analysis to include general liability claims management services, there is a need to ; and

WHEREAS, staff solicited and received five proposals for claims management services; and

WHEREAS, after reviewing each proposal staff interviewed two firms: Carl Warren and George Hills Company; and

WHEREAS, staff believes that George Hills Company provides a special and unique service package of personnel and experience that can manage all claims services in the City.

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

1. Approves an agreement (**Exhibit 1**) with George Hills Company for claims management services; and
2. Establishes an initial term ending on June 30, 2017, with the option to execute four one-year extensions; and
3. Establishes an annual budget not to exceed fifteen thousand (\$15,000.00) per fiscal year; and
4. Authorizes the City Manager or designee to execute and manage all agreement documents.

/////
////

Attachment B – Exhibit 1

AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
GEORGE HILLS COMPANY

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and GEORGE HILLS COMPANY a claims and JPA management service provider (the "CONSULTANT").

RECITALS

WHEREAS, the CITY desires to employ a CONSULTANT to provide third party administration for claims management services.

WHEREAS, the CITY has determined that the CONSULTANT is a professional claims and JPA management service provider and is qualified by experience and ability to perform the services desired by the CITY, and the CONSULTANT is willing to perform such services.

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

1. **ENGAGEMENT OF CONSULTANT.** The CITY 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 on pages 18-55 of Exhibit 1 (Attached).

The CONSULTANT shall be responsible for all research and reviews related to the work and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONSULTANT shall appear at meetings cited in Exhibit 1 to keep staff and City Council advised of the progress on the project.

The CITY 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 CITY 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 City Manager or designee is hereby designated as the Project Coordinator for the CITY 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

Attachment B – Exhibit 1

progress and execution of this Agreement for the CONSULTANT. John Chaquica or designee thereby is designated as the Project Director 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 on page 37 of Exhibit 1 shall not exceed fifteen thousand (\$15,000.00) (the Base amount) without prior written authorization from the City Manager or designee. 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 1 as determined by and in the sole discretion of the CITY. The CONSULTANT shall maintain all books, documents, papers, 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 the final payment under this Agreement, for inspection by the CITY and for furnishing of copies to the CITY, if requested.

5. **LENGTH OF AGREEMENT.** This agreement will last until June 30, 2017. The contract may be extended for four (4) additional one (1) year periods by written agreement of the parties, and may be subject to both City Council appropriation of funds and City Council authorization of such contract extension(s).

6. **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 CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the CONSULTANT discharges the City of all of the City's payment obligations and liabilities under this agreement.

Contemporaneously with the transfer of documents, the CONSULTANT hereby assigns to the CITY 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 CITY's prior authorization regarding reproduction, which authorization shall not be unreasonably withheld. The CONSULTANT shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

The CONSULTANT agrees that the CITY 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 CITY'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 CITY 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 CITY, or for any liability to the CITY should the documents be used by the CITY for some project other than what was expressly agreed upon within the Scope of this project, unless otherwise mutually agreed.

Attachment B – Exhibit 1

7. **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 CITY and are not entitled to any of the rights, benefits, or privileges of the CITY's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

This Agreement contemplates the personal services of the CONSULTANT and the CONSULTANT's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONSULTANT and its employees. Neither this Agreement nor any interest herein may be assigned by the CONSULTANT without the prior written consent of the CITY. 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.

8. **CONTROL.** Neither the CITY 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 CITY, it being understood that the CONSULTANT, its agents, servants, and employees are as to the CITY wholly independent CONSULTANTS and that the CONSULTANT's obligations to the CITY are solely such as are prescribed by this Agreement.

9. **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 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.

10. **LICENSES, PERMITS, ETC.** The CONSULTANT represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that is 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. Submittals Required with the Agreement. Failure of the CONSULTANT to provide the following documentation with the executed agreement will cause delay in the agreement being executed by the City:

- A. Insurance as specified in Section 15 of this agreement;
- B. City Business License;

11. **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

Attachment B – Exhibit 1

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 CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the 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 CITY, or, when no time is specified, then within a commercially reasonable time. Accordingly, unless the CONSULTANT has notified the CITY otherwise, the CONSULTANT warrants that all products, materials, processes or treatments identified in the project documents prepared for the CITY are reasonably commercially available. Any failure by the CONSULTANT to use due diligence under this sub-paragraph will render the CONSULTANT liable to the CITY for any increased costs that result from the CITY's later inability to obtain the specified items or any reasonable substitute within a price range that allows for project completion in the time frame specified or, when not specified, then within a commercially reasonable time.

D. City's Right to Terminate for Default. If the CONSULTANT fails to perform or adequately perform any obligation required by this agreement, the CONSULTANT's failure constitutes a Default. If the CONSULTANT fails to satisfactorily cure a Default within ten (10) calendar days of receiving a written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the CONSULTANT, and any person claiming any rights by or through the CONSULTANT under this Agreement. The rights and remedies of the City enumerated in this paragraph are cumulative and shall not limit the City's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the City against the CONSULTANT.

12. 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 insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. CONFIDENTIAL INFORMATION. The CITY may from time to time communicate to the 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 CITY. 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

Attachment B – Exhibit 1

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

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

15. 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 hired and non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all personal injury, bodily injury and property damage arising out of its operation under this Agreement. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.

D. Workers' compensation insurance covering all of CONSULTANT's employees. The CONSULTANT shall comply with all of the provisions of the Worker's 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 CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or

Attachment B – Exhibit 1

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. That policy shall provide a minimum of \$1,000,000 of employer's liability coverage, and the CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

F. If any 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.

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

H. Deductibles. All deductibles on any policy shall be the responsibility of the CONSULTANT

I. **Specific Provisions Required.** Each policy required under this section shall expressly provide, and an endorsement shall be submitted to the City, that:

1. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement form CG 20 12, or equivalent, which shall be submitted to the CITY.

2. The Policies cannot be canceled, non renewed or materially changed except after thirty (30) calendar days prior written notice by the CONSULTANT to the CITY by certified mail, as reflected in an endorsement which shall be submitted to the CITY except for non-payment of premium, in which case ten (10) days notice will be provided.

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

4. The CONSULTANT may obtain additional insurance not required by this Agreement.

16. **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.

17. **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.

If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the City's request, the CONSULTANT, its agents,

Attachment B – Exhibit 1

officers, and employees agree to assist in resolving the dispute or litigation. The CONSULTANTs assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

18. TERMINATION. A. This Agreement may be terminated with or without cause by the CITY. Termination without cause shall be effective only upon 30-day's written notice to the 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 City of its obligations under this Agreement including but not limited to payment of invoices.

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

C. Termination with or without cause shall be effected by delivery of written Notice of Termination to the 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 CITY, 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 CITY by the CONSULTANT's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

E. The CITY further reserves the right to immediately terminate this Agreement upon: (1) the filing of a petition in bankruptcy affecting the 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.

F. The termination of the services shall be effective upon receipt of the notice by the CONSULTANT.

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

To the CITY:

CITY MANAGER
CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945-1701

Attachment B – Exhibit 1

To the CONSULTANT: _____

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.

20. 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 CITY 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 CITY 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 CITY 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 CITY.

If the CONSULTANT violates any conflict of interest laws or any of these provisions in this section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the CONSULTANT to liability to the CITY for attorney fees and all damages sustained as a result of the violation.

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

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

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

21. MISCELLANEOUS PROVISIONS.

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

Attachment B – Exhibit 1

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.

L. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

Attachment B – Exhibit 1

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

CITY OF LEMON GROVE

By: _____
Lydia Romero

City Manager
(*Title*)

(*Date*)

GEORGE HILLS COMPANY

(Corporation – signatures of two corporate officers)
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
(*Name*)

(*Title*)

(*Date*)

(*Name*)

(*Title*)

(*Date*)

APPROVED AS TO FORM:

By: _____
James Lough

City Attorney
(*Title*)

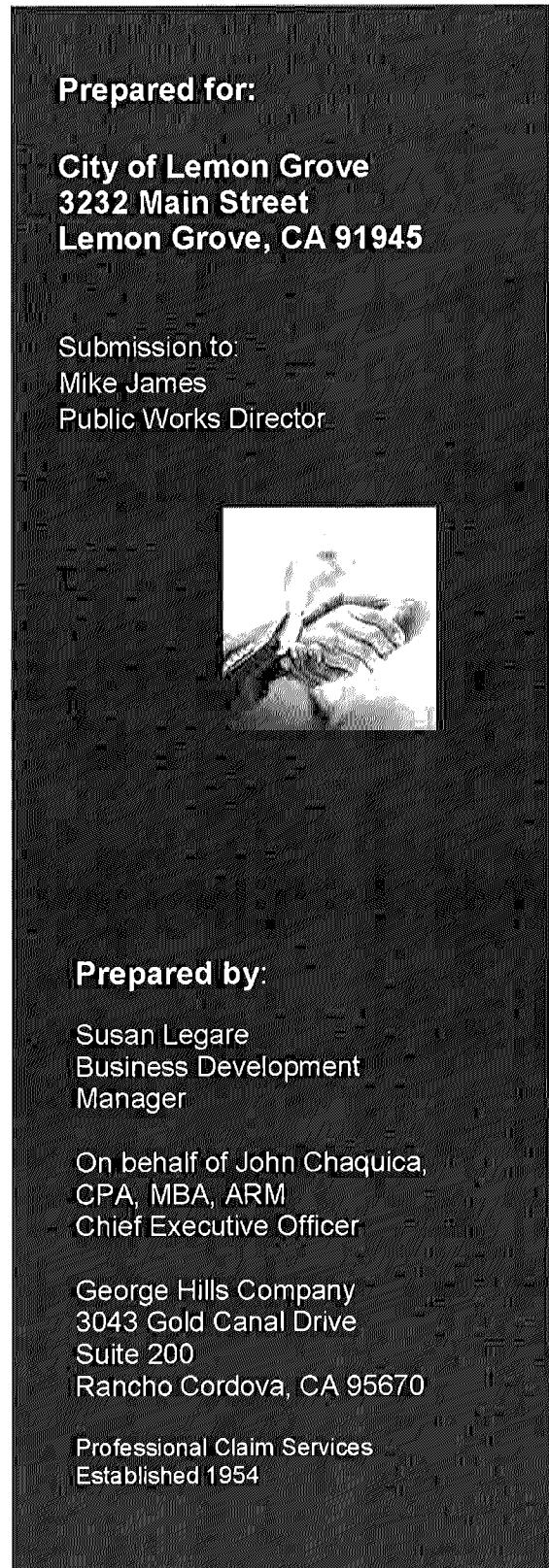
(*Date*)

By: _____
(*Name*)

(*Title*)

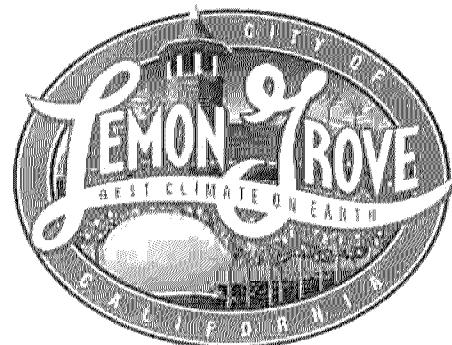
(*Date*)

Attachment B – Exhibit 1



General Liability Claims Handling and Administration

March 17, 2016



Attachment B – Exhibit 1

Cover Letter from John Chaqueica
Chief Executive Officer, George Hills Company

March 17, 2016

City of Lemon Grove
Mike James, Public Works Director
3232 Main Street
Lemon Grove, CA 91945

Dear Mr. James;

As Chief Executive Officer of George Hills Company, Inc. (George Hills), I would like to thank you for the opportunity to submit a proposal for General Liability Claims Handling and Administration to the City of Lemon Grove (City).

George Hills is a California "C" Corporation, incorporated in 1978. We have provided best practice claims administration and litigation management services to private and public sector clients since 1954. Today, George Hills employs 40 experienced claims handling/incident management professionals, and 14 full-time corporate and support staff employees. We have seven (7) offices in the State of California and work with over 100 diverse clients, including counties, cities, school districts, insurance carriers, joint powers authorities, and agencies. Our firm's extensive California public entity claims handling history, along with our specific focus on property and liability third party administration, has resulted in George Hills' specialized knowledge of public entity oversight and claims handling needs.

In summary, the City of Lemon Grove has my promise George Hills will place the highest priority on responsiveness and quality customer service in meeting the City's unique general liability administration needs and requirements. George Hills' culture is focused on hiring the best people and providing them with the support and state-of-the-art tools necessary to deliver superior service and reports. I have made our service fees as economical as possible without compromising on talent, effort, or outcomes.

George Hills has all State of California permits, licenses, authorizations, approvals, and professional credentials necessary to perform services for the City of Lemon Grove. This proposal shall remain valid for 90 days from the due date of submittal.

Susan Legare, George Hills Business Development Manager, will be your contact throughout this bid process.

Susan Legare, Business Development Manager
3043 Gold Canal Drive, Suite 200
Rancho Cordova, CA 95670
Phone: 916-844-4016 / Email: susan.legare@georgehills.com

Respectfully submitted,

John E. Chaqueica, CPA, MBA, ARM
Chief Executive Officer, George Hills Company
Email: john.chaqueica@georgehills.com

Attachment B – Exhibit 1

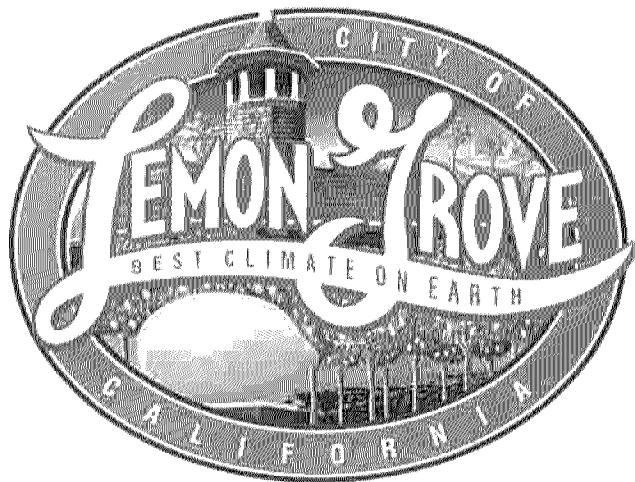


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"Best practice delivery of needed services and demonstrable customer-focused flexibility—that's what drives every George Hills engagement."

— John E. Chaqueca, CPA, MBA, ARM, Chief Executive Officer

*George Hills Company Inc.
Response to Request for Proposal City of Lemon Grove*

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Tab 1

Organization of Firm

Firm Name:	George Hills Company, Inc.
Address:	George Hills Corporate Office—Sacramento/Rancho Cordova 3043 Gold Canal Dr., Suite 200 Rancho Cordova, CA 95670
Phone:	(916) 859-4800
24-Hour:	(855) George Hills-ADJS [422-2357]
Fax:	(916) 859-4805
Ownership:	John E. Chaquica, ARM, CPA, MBA Chief Executive Officer <i>Mr. Chaquica holds 100% of ownership and is the individual authorized to negotiate on behalf of George Hills.</i>

George Hills Company, Inc. (George Hills) is a California "C" Corporation, incorporated in the State of California in 1978. The company was founded in 1954 and has provided best practice liability and property claims administration and litigation management services to the public sector and private insurance carriers ever since. Our client base consists of counties, cities, school districts, joint powers authorities, transit/rail organizations, property management groups, self-insured employers, insurance carriers, and healthcare organizations.

George Hills has seven (7) offices in California: Fairfield, Wildomar, Oakland, Rancho Cordova/Sacramento, San Bernardino, San Jose, and Redding.

George Hills has 40 experienced claims professionals, and 14 full-time corporate and supporting staff. George Hills employees hold BA and MA degrees and/or industry certifications/designations, including: Associate in Risk Management (ARM); Registered Professional Adjuster (RPA); Casualty Claim Law Associate (CCLA); Workers' Compensation Claims Professional (WCCP); Workers' Compensation Claims Administrator (WCCA); California Self-Insured Administrator (SIA); Certified Public Accountants (CPA); Charter Global Management Accountant (CGMA); Federal Emergency Management (FEMA); and Certified Fraud Examiner (CFE). Of importance—George Hills is a multi-cultural, multi-lingual company. George Hills' call center personnel and translation service partners handle the translation needs of our field adjusters when requested.

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Tab 2

Staffing and Approach

Staffing

A strong differentiator for George Hills in providing quality, customer-focused claims service is in the way we assign teams of experienced individuals who have managed accounts similar to our clients' for many years. The senior claims adjusting professionals we propose for the City of Lemon Grove have extensive experience and knowledge in dealing with incidents, claims, and litigation against public entities. Each adjuster's workflow and case load will be collaborative, balanced, and supported at the primary and investigative levels, as well as checked at the supervisory and quality control levels.

Proposed Staff Resumes

JOHN E. CHAQUICA, MBA, CPA, ARM
Chief Executive Officer
George Hills Rancho Cordova/Sacramento
(916) 859-4824 / john.chaquica@georgehills.com

Current Position: Chief Executive Officer, George Hills

Past Experience: John Chaqueica has over 30 years of experience in risk management and is highly respected in the industry. Prior to joining George Hills as President and Chief Operating Officer in 2008, he was Chief Executive Officer of Bickmore Risk Services (BRS), a leading risk management company in the U.S. In addition to his role as Chief Executive Officer at BRS, he served as Executive Director for several California public entity self-insurance pools, and was a consultant to several other entities. Mr. Chaqueica was a Partner at Gilbert Accountancy Corporation, serving as Audit Partner and Industry Team Leader/Public Entity Self-Insured Groups.

Other: Mr. Chaqueica served as President and Treasurer of Sacramento's Court Appointed Special Advocates (CASA) and remains active in the American Institute of Certified Public Accountants (AICPA) and the California Society of Certified Public Accountants (CSCPA). Mr. Chaqueica holds an MBA from Golden Gate University and a BS in Accounting from California State University, Sacramento. In addition, he holds an Associate in Risk Management (ARM) Designation from the Insurance Institute of America.

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RANDY RENDIG, RPA, CCLA
President, Claims Administration
George Hills Rancho Cordova/Sacramento
(916) 859-4811 / randy.rendig@georgehills.com

Current Position: President, Claims Administration; George Hills Medicare Compliance Team Leader; Branch Manager, George Hills Rancho Cordova/Sacramento; Account Manager, County of Sacramento.

Past Experience: Randy Rendig's claims career began in 1976 at Liberty Mutual Insurance Company in San Jose, California. Over the course of his 40 years in the risk management/insurance industry, Mr. Rendig has had extensive experience in litigation management and complex liability cases in the public sector, as well as with self-insured accounts. His expertise includes public sector Medicare Compliance requirements and regulations.

Other: Mr. Rendig has a BA from UC Davis; RPA Designation, & CCLA Designation.

NANCY WAYNE
Manager/Senior Adjuster/Investigator
George Hills Norco and San Bernardino
(951) 444-6299 / nancy.wayne@georgehills.com

Current Position: Manager/Senior Adjuster/Investigator

Past Experience: Nancy Wayne has over 35 years of industry experience. Known for her strong industry knowledge base and demonstrable workflow efficiencies, Ms. Wayne has been at George Hills for two years and has extensive city and district supervisory claims handling program experience. Today she services several PARSAAC JPA cities in Southern California, including the cities of Menifee, West Hollywood, and Twenty-nine Palms, just to name a few. Over the course of her career she has handled claims for several CIPA cities, including Arcadia, Brea, Irvine, Laguna Beach, Orange, Tustin, Westminster and Yorba Linda. Ms. Wayne has also done a considerable amount of professional claims work for San Gabriel Valley JPA and ICRMA JPA. She is highly familiar with Government Code Requirements and Immunities as well as with complex claims handling processes and procedures. Prior to joining George Hills she worked for Carl Warren & Company. She has also worked at Hazelrigg Risk Management Services and Ward North America Nova Pro.

Other: Ms. Wayne is an avid participant in accredited risk management industry events and programs.

KATHLEEN WILLIAMS, WCCA, CFE, FEMA Certified
Quality Assurance Manager/Subrogation Specialist
George Hills Rancho Cordova/Sacramento
(916) 859-4808 / kathleen.williams@georgehills.com

Current Position: Quality Assurance and Subrogation Specialist

Past Experience: Kathleen Williams began her claims career in 1988 while at The Prudential Health Insurance Company, processing and auditing healthcare claims before moving onto investigating fraudulent health claims for the company. Ten years later, Ms. Williams served as a Claims Analyst for Delta Health Systems, developing the Special Investigations Unit which incorporated the Health Care and Workers' Compensation Third Party Liability Recovery and Fraud team. In 2000, she began serving the public sector as an in-house Claims Analyst, handling the City of Stockton's tort claims. Seven years later, Ms. Williams was promoted to the City's Risk Manager. At the end of 2011, she joined George Hills as a Quality Assurance

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Manager to support the company's best practice TPA services, including the production and distribution of client monthly reports, the optimization and standardization of technology used company-wide, and the documentation of George Hills' SSAE 16 Type 1 & 2 compliance processes as well as Medicare Set Aside requirements. Ms. Williams is known for her specialized work in subrogation recovery.

Other: Ms. Williams holds a BS from California State University, Sacramento, a Workers' Compensation Claims Administration (WCCA) Designation from the Insurance Education Association, and Certified Fraud Examiner (CFE) Designation from Association of Certified Fraud Specialists.

ANDREW DUNCKEL
Business Systems Manager
George Hills Rancho Cordova/Sacramento
(916) 589-4807 / andrew.dunckel@georgehills.com

Current Position: Business Systems Manager, IT Manager/SIMS™ & IVOSTM Specialist

Past Experience: In the past, Mr. Dunckel has managed projects at Dot and Bo. He also has experience building and writing software, having built software prototypes at HP Labs and written software at Fifth Sun.

Other: Mr. Dunckel graduated from California State University, Chico in 2013 with a BS in Business Administration with an emphasis in Accounting and minors in Project Management and Management Information Systems.

Approach

George Hills adjuster assignment and rotation procedures are monitored closely for each George Hills client. George Hills claim adjuster assignments and caseload are usually based on the complexity of the adjuster's claims. Typically, account Managers/supervisors' caseloads are 50 to 75 pending files; senior bodily injury adjusters' caseloads are 125 to 150 pending files; and senior property adjusters' caseloads are 150 to 200 pending files. George Hills adjusters handling auto, property, and subrogation claims average between 100 to 125 pending files. We attempt to impose a maximum case load of 150 pending files, but we recognize that there are often files on an adjuster's pending list that are dormant, especially for public agencies when files sometimes remain open simply awaiting expiration of the statute following a claim rejection, in which case the pending claims may be higher.

Training

All George Hills staff training courses for internal staff and/or clients are based on need and request. The courses range in subject matter from how to use generated loss control reports for sound business decision-making to coordinating programs focused on using technology to enhance client efficiency. We consistently keep staff and clients informed of our training classes and/or industry-sponsored courses in risk management that we feel would be of value. George Hills' "Lessons Learned" experiences from 60 years in the business, presented in round table format and in thought leadership lunch meetings with clients, help to alert public entities of possible outcomes with greater efficiencies and cost controls. George Hills' internal staff training includes an initial job-specific orientation phase that includes training to become familiar with George Hills' technology, as well as an introduction to our value-add George Hills Intranet resources. We have monthly trainings to discuss timely topics related to the industry and our clients. George Hills adjusters, supervisors, and Executives receive ongoing updates on current

Attachment B – Exhibit 1

California Government Codes and Legislation, as well as local, state, and federal regulations, policies, and rules that have a direct effect on our client base. They receive these updates via emails, webinars, and newsletters, as well as during conferences and forums.

Office Locations and Contact Information

SACRAMENTO 3043 Gold Canal Drive, Suite 200 Rancho Cordova, CA 95670 Phone: (916) 859-4800 Fax: (916) 859-4805 Contact: Susan Legare (916) 844-4016	OAKLAND c/o HSNO 1330 Broadway, Suite 430 Oakland, CA 94608 Contact: Tammy Hunt (916) 233 2544
SAN JOSE 4010 Moorpark, Suite 106 San Jose, CA 95117 Phone: (408) 260-2030 Fax: (408) 260-0154 Contact: Rodger Hayton (408) 260-0152	SAN BERNARDINO 275 W. Hospitality Lane, Suite 316 San Bernardino, CA 92408 Phone: (909) 806-4001 Fax: (909) 806-4043 Contact: Craig Yeary (909) 806-4184
FAIRFIELD 4830 Business Center Drive, Suite 130 Fairfield, CA 94534 Phone: (707) 419-7500 Fax: (707) 419-7505 Contact: Chris Carmona (707) 419-7517	WILDOMAR Phone: (951) 226-8853 Fax: (909) 806-4001 Contact: Nancy Wayne (714) 585-0922
REDDING PO Box 992600 Redding, CA 96099 Phone: (530) 524-2626 Contact: Chris Carmona (707) 419-7517	

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Tab 3

Experience

Overview of Qualifications

George Hills Company, Inc. (George Hills) has provided best practice liability and property claims administration and litigation management services to the public sector and private insurance carriers ever since the company was founded in 1954. Our client base consists of counties, cities, school districts, joint powers authorities, transit/rail organizations, property management groups, self-insured employers, insurance carriers, and healthcare organizations. At George Hills, we aim to provide excellent service through industry knowledge and innovation. Our success is evident by our ability to maintain an ongoing client retention rate average of 90%, including some clients who have been with us for over 30 years.

George Hills' stated mission for over 60 years has been "to provide the highest level of quality, customer-focused claims service." We accomplish that by assigning a team of passionate and experienced individuals who have managed similar accounts to every client. We believe that relationship building is critical to the joint success of service provider and client and the best way to building a good relationship is to provide excellent, customized service.

Notably, 95% of our clients are public entities. George Hills' distinct focus on liability and property incident/claims administration, litigation management, and investigative services gives our firm in-depth knowledge and experience in these specific areas of loss control and client asset protection.

George Hills has 40 experienced claims professionals, and 14 full-time corporate and supporting staff. George Hills employees hold BA and MA degrees, and/or industry certifications/designations, including Associate in Risk Management (ARM); Registered Professional Adjuster (RPA); Casualty Claim Law Associate (CCLA); Workers' Compensation Claims Professional (WCCP); Workers' Compensation Claims Administrator (WCCA); California Self-Insured Administrator (SIA); Certified Public Accountants (CPA); Charter Global Management Accountant (CGMA); Federal Emergency Management (FEMA); and Certified Fraud Examiner (CFE). Of importance—George Hills is a multi-cultural, multi-lingual company. George Hills' call center personnel and translation service partners handle the translation needs of our field adjusters when requested.

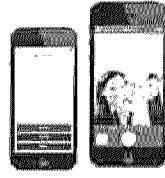
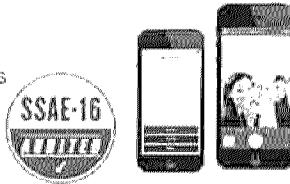
George Hills also provides a JPA Formation and Management Division, as well as a Subrogation Recovery Division, to our breadth of quality-driven client offerings. In addition, in an effort to continue to innovate, we have continuously developed a dedicated Information Technology Department (IT) that works directly with our clients, as needed, for custom reports and inputting/managing data entry. Today we use both SIMS Claims™ and iVOS™ for our claims management. George Hills has SSAE 16 Type 1 Compliance Certification and a team in place for meeting/supporting all Medicare Secondary Payer Reporting Requirements, Laws and Regulations.

While George Hills' turnover in the last five years has averaged less than 5% per year, we are continually focused on bringing in new talent as we grow the firm and prepare for the future with a strong "next generation best practices workforce" of risk management professionals.

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Competitive Advantages

- ✓ Subrogation Recovery Program for Public Entities
- ✓ Sub-Rosa and Fraud Investigation Programs
- ✓ George Hills' iMetrics™ Program for Public Entities
- ✓ 62 Years in Business with Low Turnover
- ✓ Highly Experienced Staff
- ✓ One owner—John Chaqueca, CPA, MBA, ARM
- ✓ Financially Stable
- ✓ Solid Reputation
- ✓ Customized Boutique Programs with Hands-On Claims Service
- ✓ SSAE-16



The services provided by George Hills include the following:

- Auto Liability
- Business Interruption
- Construction Defects
- General Liability
- Inter-Company Arbitrations
- Products Liability
- Professional Liability
- Property
- SIR Claims Administration
- Recovery
- Subrogation/Contribution Recovery
- Third-Party Administration (liability/property)
- Expert Witness
- Litigation Management
- Trial Preparation
- Inland Marine
- Sub Rosa Investigations
- Employment Practices Investigations
- Independent Adjusting
- Talent Placement Network
- Staff Training Programs
- Risk Management Program Assessment Evaluation

George Hills does not have any financial problems, pending litigation, planned office closures, or impending mergers that may affect our ability to perform contractually. George Hills certifies that the firm and its principals are not debarred, suspended, or otherwise declared ineligible to contract by any federal, state, or local public agency, or declare and explain any such status.

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References

George Hills works with over 100 diverse clients. The City of Lemon Grove should feel free to contact any entity listed as a reference below for George Hills' best practice customer service and General Liability Administration.

<u>Sacramento County</u> P O Box 276130, Sacramento, CA 95827	Description: Estimated annual new claim volume: 650	
Project Start: 1983	Project Status: Current	
Steve Page, Risk Manager	(916) 870-6067	pages@saccounty.net
<u>County of Napa</u> 1195 Third St. , B-20, Napa, CA 94559	Description: Administration of County of Napa's liability & property claims: Estimated annual new claim volume: 40	
Project Start: 1980	Project Status: Current	
Kerry John Whitney, Risk Manager	(707) 253-4821	kerry whitney@countyofnapa.org
<u>City of Sunnyvale</u> 456 W. Olive Ave Sunnyvale, CA 94086	Description: Administration of City of Sunnyvale's liability and property claims Estimated annual new claim volume: 103	
Project Start: 1995	Project Status: Current	
Anthony Giles, Risk Manager	(408)-730-7503	agiles@sunnyvale.ca.gov
<u>CSAC-EIA – Pool of 218 entities (54 CA counties)</u> 75 Iron Point Circle, Suite 200, Folsom, CA 95630	Description: A preferred provider for administration of pool's primary liability & property claims. Estimated annual new claim volume: 300.	
Project Start: 1997	Project Status: Current	
Mike Pott, Chief Claims Officer	(916) 850-7333	mpolt@csac-eia.org
<u>City of Rancho Cordova</u> 2729 Prospect Park Dr., Rancho Cordova, CA 95670	Description: Administration of City of Rancho Cordova's liability and property claims.	
Project Start: 2008	Project Status: Current	
Mindy Cuppy, CMC	(916) 851-8721	mcuppy@cityofranchocordova.org
<u>City of Richmond</u> 450 Civic Center Plaza, P.O. Box 4046, Richmond, CA 94804	Description: General Liability Claims Handling and Administration.	
Project Start: 2004	Project Status: Current	
Kim Greer, Risk Manager	(510) 620-6605	kim greer@ci richmond.ca.us
<u>CharterSafe</u> 6520 Platt Avenue, Suite 250, West Hills, CA 91307	Description: Administration of CharterSafe liability & property claims. Estimated annual new claim volume: 120	
Project Start: 2009	Project Status: Current	
Sue Bedard, Risk and Claims Manager	(818) 429-3474; (818) 709-1570	sueB@communityRS.com; Sbedard@charterSafe.net
<u>San Francisco USD</u> 1011 Andersen Drive, San Rafael, CA 94901-5318	Description: Administration District's liability and property claims. Estimated annual new claim volume: 20* For SFUSD George Hills investigates EPL cases, predominantly EEOC complaints	
Project Start: 2005	Project Status: Current	
Cathy Bui	(415) 241-6054	buic@sfusd.edu

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George Hills Company Inc.
Response to Request for Proposal City of Lemon Grove

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Tab 4

Scope of Work

George Hills has outlined its best practices processes and procedures in its proprietary *Best Practices Claims Handling Manual*. It includes all steps outlined below. Important to note—all George Hills adjusters must follow the processes and procedures outlined in the Manual in accordance with a client's specific rules, regulations, and requirements.

At George Hills we believe a claim adjuster's job is to investigate, document, negotiate, and settle claims. We also believe early intervention is the foundation of good claims and litigation management. This philosophy is centered on a core understanding that our client's interests, both financial and social, are best served by working together to reduce the frequency and severity of claims, and when they do occur, to reduce the average cost of those claims. George Hills' claims handling procedures are built on the knowledge that early contact with all involved parties helps maintain lines of communication and rapport, not only with the insured/client, but also with the claimant. Therefore, George Hills requires an attempt be made to contact the client/insured and the claimant within 24 hours. Upon notification of any new claim, a claim is initiated in our database management system and a file is established and assigned to an adjuster by the Account manager/supervisor. The file is the responsibility of the adjuster, with the Account manager/supervisor always having working knowledge of pending and open files in the account's database.

George Hills maintains all adjuster claims on electronic diaries. George Hills uses a review system to ensure accurate record keeping, including manual reviews by the adjuster responsible for any account and the Account manager when appropriate. Account teams also meet to discuss the "Watch List" (active, high exposure claims) files—i.e., to analyze data accuracy, compare thoughts, and/or challenge claims analysis to enhance claim settlement. More information about George Hills' Quality Assurance methods and procedures can be found in Tab 5.

A. Claims Handling

George Hills will promptly make up a claim file after receipt of the claim from the City, as well as investigate claims and incidents which may be the subject of such claim against the City, and recommend acceptance/rejection of submitted claims.

George Hills will assess and evaluate the nature and extent of each claim, and establish claim reserves for general damages, property loss, investigation expenses, and legal expenses. George Hills will ensure timely claim handling, including follow-up with claimants regarding claim issues and processing.

George Hills will determine the need for defense representation, recommend legal counsel, and monitor litigation activity. The selection of defense and subrogation counsel shall be made by the City of Lemon Grove with input from George Hills.

George Hills will report claims to the excess insurer and work with the insurer on a claim's progress, in accordance with the insurer's reporting requirement, submitting requests for reimbursement on behalf of the City of Lemon Grove to the insurer.

Attachment B – Exhibit 1

George Hills will coordinate Medicare and Medicaid set aside agreements in compliance with Section 111 of the MMSEA, including all required reporting. George Hills' Medicare Compliance Team is headed up by our President, Claims Administration Randy Rendig, RPA, CCLA. The team responds immediately to clients having any Medicare-related questions, concerns, or challenges and ensures all necessary paperwork and documentation is completed in a timely manner. The team also makes sure all monthly data and progress reports are accurate and current, and that the staff is always fully trained and updated on MSP, SCHIP, MIR, and Medicare Set Aside Allocation policies/rules.

George Hills feels it is its duty to proceed against responsible persons, agencies, and or agents in subrogation actions in an effort to recover losses suffered by the City of Lemon Grove by way of compensable property damage.

George Hills will provide a designated claim adjuster for the City of Lemon Grove. George Hills also acknowledges and confirms the claim adjuster may not be changed without mutual consent by the City of Lemon Grove during the term of the contract.

B. Litigation

George Hills has developed a proprietary *Best Practices Claims Handling Manual* and a *Best Practices Litigation Management Manual* which include all requested steps outlined and confirmed below. All George Hills adjusters must follow the processes and procedures outlined in the manuals in accordance with a client's specific rules, regulations, and requirements.

George Hills will closely monitor litigation efforts and communicate regularly with the City of Lemon Grove staff regarding litigation.

George Hills understands settlement authority on litigated claims must be approved by the City of Lemon Grove staff prior to being presented or negotiated with the claimant's attorney.

George Hills agrees prior to any settlement conference, we and/or legal counsel, whichever is appropriate, will provide a written analysis of the case, including options and recommendations for settlement.

George Hills will inform the City of Lemon Grove staff of all settlement offers received from the claimant or the claimant's attorney.

George Hills will provide litigation management on litigated cases, controlling defense activities, ensuring early settlement options are considered if appropriate, communicating regularly with defense counsel, and monitoring cost of litigation.

C. Financial Accounting

George Hills' Financial Accounting Management processes are outlined in George Hills' *Best Practices Claims Handling Manual* and can be further customized to meet requests from the City of Lemon Grove. Payments of claims and expenses are typically requested by the handling adjuster and can be processed in our Sacramento Corporate Office, located in Rancho Cordova, with the client setting up a trust account for that purpose. The checks and back-up data are then given to an authorized signer. Once the checks are signed, they are reviewed by a second account authorized signature and are mailed. Positive Pay is utilized by many of our clients as a protection against fraud. If the bank statement is sent to George Hills for balancing,

Attachment B – Exhibit 1

the task is done by George Hills' Financial Accountant. The City of Lemon Grove can conduct a financial audit of the trust account at any time to ensure the integrity of the account. George Hills settles claims within established limits of authority, and will consult with the City of Lemon Grove regarding settlements that exceed the established limit of authority. Of note—George Hills will actively work on all settlement negotiations within the authority granted by the City of Lemon Grove and shall secure all appropriate releases, dismissals, and other closing documents for the claims file.

George Hills will provide a copy of all checks, vouchers, or warrants drawn by us to pay benefits of the City of Lemon Grove claims. In addition, George Hills will provide a monthly check/voucher register of all transactions made for the period.

George Hills understands the City of Lemon Grove reserves the right to conduct a financial audit of the trust account to ensure the integrity of the account.

D. Data Products

George Hills has developed a proprietary *Best Practices Claims Handling Manual* which includes all requested steps outlined and confirmed below. All George Hills adjusters must follow the processes and procedures outlined in the manual in accordance with a client's specific rules, regulations, and requirements. George Hills uses state-of-the-art claims management software (iVOS™ and SIMS™ Claims)—both have read only access, reporting, and modification abilities unmatched in the market. The City of Lemon Grove will continue to be supported by SIMS™ Claims.

George Hills will provide a computerized loss analysis and summary report each month as stated and various responsive reports on demand at no additional charge. Please refer to Appendix A in Tab 8 of this response for sample George Hills' decision-making reports which we typically provide our public entity clients.

George Hills will provide loss run data and required reports for actuarial, auditing, and reserve analysis purposes.

George Hills software systems are Windows based, available 24 hours per day, 7 days per week, and able to provide email exchanges.

George Hills currently contracts with Systema, who provides a "hosted environment" utilizing Systema as the host.

George Hills will provide compliance with reporting requirements for liability, including self-insurance, under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA). The team responds immediately to clients having any Medicare-related questions, concerns, or challenges and ensures all necessary paperwork and documentation is completed in a timely manner.

George Hills will provide training, support, and software access to the City of Lemon Grove's Risk Manager to look up claim information and data as required and run reports as needed.

E. Additional Services

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George Hills Company Inc.
Response to Request for Proposal/City of Lemon Grove

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George Hills will attend hearings, settlement conferences, conferences with defense counsel, small claims court proceedings, and meetings with City staff when required.

George Hills will communicate—in writing, orally, or in person—with the City of Lemon Grove staff as this is an important element of the services expected.

George Hills understands all records, files, transcripts, computer tapes and other materials on claims adjusting activity developed on the City of Lemon Grove claims is the property of the City of Lemon Grove and must be relinquished in good order and condition upon termination of this contract with the adjusting firm. The City of Lemon Grove shall not be required to pay any additional cost for the transfer of files to the City of Lemon Grove.

George Hills will attend all meetings with the City of Lemon Grove staff as requested.

George Hills will be available for file audit checks by the City when requested.

George Hills will cooperate with file and program audits with City designated auditors.

George Hills will be available to respond, potentially upon short notice, to a major emergency or catastrophe involving potential claims. George Hills can respond immediately in the case of a California disaster/catastrophe having many offices and a deep bench of adjusters throughout California.

George Hills will provide a monthly claims diary of all open files and enter review notes on claim reporting system.

George Hills will provide training to the City of Lemon Grove managers and supervisors on general liability issues, loss control, management responsibilities, and practices to improve reduction of filed claims.

George Hills will provide email communications for the designated Claims adjuster to the City of Lemon Grove staff

George Hills will provide an administrative manual on claims processing to the City of Lemon Grove.

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George Hills' Expanded Subrogation Recovery Program for Public Entities

George Hills Value-Add Program Services Fees	
Sub-Rosa and Fraud Investigations	\$85 per hour
<u>Expanded Subrogation Recovery for Public Entities</u>	
Total Program Fee	30% of amount collected with a minimum of \$250 per claim
Subrogation Recovery Services to include:	
<i>Subrogation Recovery Client Set-Up</i>	
Meet with client and review organization structure ordinances	
Coordination meeting with Department Heads to establish role and contact information	
Development and review of Customized Policy and Procedures for client and staff	
Review reporting requirements/implement Standardized Forms	
<i>Subrogation Recovery Claim Handling Services</i>	
Set up claim file on receipt of incident; maintain claim file on each potential/actual incident reported	
Assess and evaluate the nature and extent of each claim	
Prepare proofs of loss statement and forward to appropriate party	
Initiate settlement discussion with appropriate party through resolution	
Provide an account manager and lead subrogation adjuster	
<i>Subrogation Recovery Reports</i>	
Weekly/Quarterly—showing number of cases, total lien amounts pending and total recovery obtained	
iMetrics™ Business Intelligence Reports with Executive In-Person Debriefs	No charge
"Lessons Learned" Round Tables for Public Entity Risk Management Teams	No charge

George Hills' iMetrics™ Program for Public Entities

George Hills' iMetrics™ Business Intelligence Reports include an in-person debrief from a member of George Hills' Executive Team—all risk management industry leaders. George Hills dashboard reports will provide highly targeted, on-demand data for optimum City of Lemon Grove loss and risk control decision-making and statistical reporting. The City of Lemon Grove will be able to clearly identify cost drivers, monitor program performance gaps, and discover opportunities for cost reduction. The reports are intuitive with easy-to-read custom claim data templates, graphs, charts, and process maps.



George Hills' 'Lessons Learned' Round Table

We offer "lessons learned" experiences in round table format and in one-on-one meetings to see critical public entity drivers of efficiencies and cost controls. They will alert the City of Lemon Grove for possible future prevention. George Hills' round tables are based on a client's need and requests. They range in subject matter from how to use generated loss control reports for sound business decision-making to coordinating programs focused on use of technology to enhance client efficiency.

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Tab 5

Quality Control Procedures



George Hills has SSAE-16 Type 1 Report Compliance Status

The Statement on Standards for Attestation Engagements (SSAE-16) Report replaced SAS 70 Certification as our industry's prestigious mark of achievement on June 15, 2011. George Hills received official SSAE-16 Type 1 Report Compliance Status in 2012 and continues to meet and exceed the Report's rigorous requirements, providing ongoing assurance to current and future George Hills' clients of our firm's outstanding procedures, policies, and controls. George Hills' SSAE-16 Type 1 Report Compliance also recognizes our firm's best practice procedures and has the controls in place when using technology to provide accurate and secure TPA and JPA financial information.

George Hills' President, Claims Administration, Mr. Randy Rendig, RPA, CCLA, and George Hills' Quality Assurance Manager, Ms. Kathleen Williams, WCCA, CFE, conduct best practice oversight and internal claims handling audits for all of George Hills' clients to ensure quality management and proper resources are always at optimum levels. In addition, outside client vendor evaluations and claim audit reviews are conducted for consistency in external evaluations. George Hills is happy to work with the City of Lemon Grove to develop specifically tailored quality control reviews and metrics to suit the City of Lemon Grove's specific and unique needs.

George Hills' proprietary best practices are written in our firm's *Claims Procedures Manual* which sets forth policies and procedures that must be followed in accordance with the specific rules and requirements of our client—and they are tracked per adjuster, per claim.

George Hills uses a review system to ensure accurate data in adjuster diaries, including manual reviews by the adjuster responsible for any account, and the Account Manager when appropriate. These reviews take place at different times, including when loss runs are generated to be certain the information forwarded to the client by way of that loss run is accurate. Diaries are reviewed weekly—and will be reviewed as such by City of Lemon Grove's Account Manager to be certain all City of Lemon Grove files are getting the attention they need and deserve. Each diary review includes an update of the Plan of Action (POA), or strategy, geared toward resolution of the case and review of reserve adequacy. Each file should contain all the reports generated, and documentation of communications had between relevant parties. Should a file be missing anything, the Account Manager will notice and follow through with the adjuster assigned to the account.

Each George Hills adjuster's open file count is reviewed monthly by George Hills President, Claims Administration, Mr. Randy Rendig, RPA, CCLA. Limited audits are done quarterly. The reviews and audits help us judge and measure the performance of claims work at George Hills and whether the company's standards and best practices are being followed. The reviews also assist us in evaluating whether the adjuster has effectively:

Attachment B – Exhibit 1

- Reduced overall pending claims
- Reduced litigated files pending
- Reduced the average life span of his/her cases
- Established and monitored defense counsel budgets
- Reduced litigation expenses

Ten (10) files are chosen randomly each quarter for each adjuster and reviewed. Should a file be missing anything, there is follow through with the adjuster assigned to the account.

Account teams meet monthly regarding the "Watch List"—active, high exposure claims—files to analyze data accuracy, compare thoughts, or challenge claims analysis to enhance claim settlement.

At George Hills, "service" is the operative word in client services. It is the foundation of our firm's culture and processes. We work as a collaborative, customer-focused team with our clients' risk management staffs—our mutual intent being: appropriate and fair settlements, prevention of loss, and the lessening of the severity of claims. Supported by technology and reporting modules, George Hills' customer service team guides and supports clients in a timely manner, transitioning them into a trusted system and fostering valued, long-term relationships along the way. As mentioned earlier in this response, George Hills' *Claims Procedures Manual* sets forth our policies, procedures, and quality assurance/control "stops." Listed below are George Hills' best practice, highly-monitored claim processes—all of which are assurance of optimum customer service and efficiency.

George Hills' highly-monitored, quality-focused, claim processes are as follows:

1. Within one (1) business day of receipt of an assignment and acknowledgement of receipt of the claim assignment from the City of Lemon Grove, a George Hills claims file will be set up. George Hills will attempt contact with all known claimants, and a claim investigation will begin.
2. Within two (2) business days of receipt of assignment, all files will be created and reserved, and all necessary data will be input into the claims information system.
3. A diary system will be established to ensure that each assigned case is reviewed on a timely basis.
4. The George Hills adjuster completes an initial review of claim within five (5) business days and notifies the entity whether the claim is timely and sufficient. This confirms the claim complies with the reporting requirements set forth in the California Government Code.

Attachment B – Exhibit 1

5. All payment, reserve revisions, and file closings will be promptly and accurately reported to the entity in the monthly claims status reports if requested and within the claims database.
6. Settlement authority is obtained from the entity in the manner prescribed by the entity prior to negotiating settlement.
7. Settlement checks will be issued to the claimant within five (5) business days of receipt of the signed release.
8. All refund and voided checks will be processed within three (3) business days of receipt.
9. George Hills' claims manager/supervisor will maintain separate diaries as warranted and other audit controls necessary to review and/or ensure all claims for timeliness and quality assurance in all claims standards and reporting requirements.
10. Payment and future reserves will be comprised of the categories listed in RFP.
11. The entity will, if requested, receive monthly claim status reports with detailed breakdowns of reserves, as specified; additional categories will be added at the entity's request.

Attachment B – Exhibit 1

Tab 6

Reports

All George Hills-generated reports help our clients manage their programs by providing real-time technology-based visibility and control of their processes and procedures. George Hills reports help determine if optimum claim handling levels are being met and if proper resources are issued and used in a timely and efficient manner. Our client reports assist in the post-analysis review of all claims, establishing lessons learned and quality control improvement points. All George Hills reports are sent to the client in pdf, tiff or jpeg format, and all can be made available on disk. It is typical for our clients to receive loss runs either monthly, quarterly, or annually. They can show current values or "as of" a scheduled point in time (e.g., the end of the month, quarter, or fiscal year). Our reporting module allows reports to run in multiple formats. The ability to adjust the criteria on a report ensures that a client receives the data requested and only that data. There is no need to filter out unwanted information. Report "runs" can be generated more or less often, as per client needs, at no extra cost. Please see the Appendix A in Tab 8 for samples of the George Hills reports listed below. We are happy to discuss other reports needed for the City of Lemon Grove.

- **Sample Report 1: *Check Register Report***
Provides individual or multiple payments on a claim, is a payment transaction record for each claim
- **Sample Report 2: *Claim Register Report***
Provides multi-line information for each claim with different buckets of payments and reserves broken out for optimum detail.
- **Sample Report 3: *Transaction Register Report***
Provides claim payment within a specific period.
- **Sample Report 4: *Diary Report***
Provides claim work completed and/or in process of completion.
- **Sample Report 5: *Preliminary Initial Property Report***
- **Sample Report 6: *Preliminary Property Full Captioned Report***
- **Sample iMetrics™ Reports: *Detailed Data Report***
Provide additional information for decision-making and forecasting.

Today at George Hills, we use both SIMS Claims™ and iVOS™ technology as our Public Entity Risk Management Information Systems (RMIS) software for meeting client needs. For the City of Lemon Grove we will continue to use SIMS Claims™. The use of SIMS Claims™ for the City of Lemon Grove enhances our service workflow efficiencies and custom reporting capabilities, allowing real-time access to decision-making data, metrics, and trends. For "read only" access, reporting, and modification abilities to meet the City of Lemon Grove's needs, our technology offerings are unmatched. The City of Lemon Grove staff is assured easily accessible data information via the Internet using a secure password. With direct "read only" access, the City of Lemon Grove staff can view specific electronic claim files and notes directly at any time and generate detailed claims information and customized reports. Our reporting module is highly configurable and can be customized to meet client needs with detailed claims information and Standard, Custom, and Adhoc Reports usually within 24 hours of request. A monthly download of claims data, including payments in a predetermined format can also be generated.

Attachment B – Exhibit 1

Tab 7
Fees

Capped Time and Expense	
Claim Services— <i>including office/overhead expenses</i> <i>In the unlikely event of a catastrophe, the cap will require further negotiation</i>	\$83 per hour <i>Capped at \$15,000 annually excluding expenses</i>
Mileage	\$0.55 per mile (IRS Approved)
Pot Hole Claims— <i>flat fee unless referred to Small Claims Court, at which point hourly fees will be charged</i>	\$225 flat fee
Photo Expenses	\$2.00 per photo
Photo Copy Expense	\$0.25 per page
Transcriptions of Recorded Statements	\$3.50 per page
Monthly Loss Run Reporting	Included
Data Processing	Included
1099 Preparation	Included
Fee for Any Injury Index Entry	\$15
Ancillary Services	
Annual Administration Fee	<i>Included</i>
Administration	<i>Included</i>
Data Management	<i>Included</i>
Account Management	<i>Included</i>
Claim Reporting (online, fax, telephone)	<i>Included</i>
Detailed Annual "Stewardship Report"	<i>Included</i>
Electronic Delivery of Monthly Loss Return	<i>Included</i>
One Time Data Conversion/Program Transition Charge <i>Cost varies based on current system used, amount of open claims, etc</i>	<i>Estimated \$1,000 Capped at \$1,500</i>
George Hills Value-Add Program Services Fees—Priced for the City of Lemon Grove	
Sub-Rosa and Fraud Investigations	\$85 per hour
Expanded Subrogation Recovery for Public Entities	
Total Program Fee	<i>30% of amount collected with a minimum of \$250 per claim</i>
Subrogation Recovery Services to include:	
Subrogation Recovery Client Set-Up	
Meet with client and review organization structure ordinances	
Coordination meeting with Department Heads to establish role and contact information	
Development and review of Customized Policy and Procedures for client and staff	
Review reporting requirements/implement Standardized Forms	
Subrogation Recovery Claim Handling Services	
Set up claim file on receipt of incident; maintain claim file on each potential/actual incident reported	
Assess and evaluate the nature and extent of each claim	
Prepare proofs of loss statement and forward to appropriate party	
Initiate settlement discussion with appropriate party through resolution	
Provide an account manager and lead subrogation adjuster	
Subrogation Recovery Reports	
Weekly/Quarterly—showing number of cases, total lien amounts pending and total recovery obtained	
iMetrics™ Business Intelligence Reports with Executive In-Person Debriefs	<i>No charge</i>
"Lessons Learned" Round Tables for Public Entity Risk Management Teams	<i>No charge</i>

Attachment B – Exhibit 1

Tab 8

Appendices

Appendix A: George Hills Decision-Making Report Samples

Appendix B: George Hills TPA Experience/Expertise Brief Case Study Examples

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Appendix A.

George Hills Report Sample 1

Sample Check Register Report

Provides individual or multiple payments on a claim; is a payment transaction record for each claim.

George Hills Check Register							Page 1 of 1
Insured	Check#	Check Date	Claim#	Customer/Insured	Payment Type	Payer	Amount
SAMPLE CITY							
2367	032014	01/20/2014	G-1000008	Danner, Daniel	LEGAL PAYMENT EXPENSE	WILHELMUS, GREGORY, BEATTY, SLATTERY, BORGES & AZAR, PLLC	\$1,354.06
2368	032014	01/20/2014	G-1000009	Wells, Walter	LEGAL PAYMENT EXPENSE	WILHELMUS, GREGORY, BEATTY, SLATTERY, BORGES & AZAR, PLLC	\$245.66
2369	032014	01/20/2014	G-1000012	Smith, Jordan	LEGAL PAYMENT EXPENSE	WILHELMUS, GREGORY, BEATTY, SLATTERY, BORGES & AZAR, PLLC	\$70.99
2370	032014	01/20/2014	G-1000018	Fitz, Calif	LEGAL PAYMENT EXPENSE	WILHELMUS, GREGORY, BEATTY, SLATTERY, BORGES & AZAR, PLLC	\$639.84
2371	032014	01/20/2014	G-1000019	Walters, Eva	Property Damage Payment	Walters, Eva	\$2,038.00
2372	032014	01/20/2014	GHC00064	Puigreco, Georgia	LEGAL PAYMENT EXPENSE	WILHELMUS, GREGORY, BEATTY, SLATTERY, BORGES & AZAR, PLLC	\$4,068.95
2373	032014	01/20/2014	G-1000047	Raj, Azar	EE Payment	Raj, Azar	\$0.00
2374	032014	01/20/2014	G-1000056	Bentley, Jeannine	Expense Payment	GOULD & LAMB LLC	\$60.00
Number of Checks for Insured: 8				Total Amount for Insured: \$8,451.04			
Total Number of Checks: 8				Total Amount: \$8,451.04			

George Hills Report Check Register

Version:

6030014 02/22/2014

Attachment B – Exhibit 1

George Hills Report Sample 2

Sample Claim Register Report

Provides multi-line information for each claim with different "buckets" of payments and reserves broken out for optimum detail.

Claimant Claim Claimant Type Coverage	Client Case# Cause#	Status Unsettled	Examiner Unsettled	Last Action Status Closed	Reserve Category and Summary Type#s	Paid	Outstanding	Recovered	Net Insured
Report Information									
Report Date: SAMPLE CITY Report Valued as of 06/30/2014									
Keeling Corp	2013-001	Open	AMERISAMS	07/13/2013	Body Injury Property Damage Expense	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$0.00
Keeling Corp	2013-001	Open	AMERISAMS	07/23/2013	Expense	\$0.00	\$0.00	\$0.00	\$0.00
G.E.	TRIP 2013-5411	Unsettled			Legal Reserves Recovery Att.Fees V.Loss	\$12,291.17 \$0.00 \$0.00 \$0.00 \$0.00	\$226.63 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$12,291.17
Total for the claim that allegedly occurred on 07/23/2013									
Total Claim Record 1									
Harbin, Inc.	Open	AMERISAMS	09/12/2013		Body Injury Property Damage Expense	\$0.00 \$0.00 \$0.00	\$12,500.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$12,500.00
G.E.	2013-002	Open	AMERISAMS	09/20/2013	Expense	\$0.00	\$0.00	\$0.00	\$0.00
G.E.	OTHER BI (CONTRACTUAL)	Unsettled			Legal Reserves Recovery Att.Fees V.Loss	\$17,187.51 \$0.00 \$0.00 \$0.00 \$0.00	\$5,912.49 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$17,187.51
Total for the claim that allegedly occurred on 09/20/2013									
Total Claim Record 2									
Keeling Corp	Open	AMERISAMS	09/23/2013		Body Injury Property Damage Expense	\$0.00 \$0.00 \$0.00	\$12,100.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00	\$12,100.00
Keeling Corp	2013-003	Open	AMERISAMS	10/06/2013	Expense	\$0.00	\$0.00	\$0.00	\$0.00
G.E.	TRIP 2013-5411	Unsettled			Legal Reserves Recovery Att.Fees V.Loss	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00
Total for the claim that allegedly occurred on 10/06/2013									

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George Hills Report Sample 3

Sample Transaction Register Report

Provides all payment within a specific time period for a claim.

Run Date : 08/09/14		Transaction Register										Page : 0 of 1	
Run Time : 51:31:00 AM		Updated on 08/09/14											
Master : 3304453212		Last updated on 08/09/14											
Policy Year: 2012/2013													
Claim Number	Issue Date	Insured Name	Claim Status	Service Date	Payment Period	Payment Type	Vendor	Not Covered	SAR	Total Paid in Prior Period	Total Paid This Period	Total Paid To Date	Due Date
2347	08/13/2013	Check	DISPENSE	2013-08-13	2013-08-13	Expense	3304453212			1,364.11	106.00	1,470.11	
2348	08/13/2013	Check	Expense	2013-08-13	2013-08-13	Expense	3304453212			106.00		106.00	
2349	08/13/2013	Check	Expense	2013-08-13	2013-08-13	Expense	3304453212			106.00		106.00	
2350	08/27/2013	Check	Expense	2013-08-27	2013-08-27	Expense	3304453212			106.00		106.00	
2360	08/13/2013	Stop	Expense	2013-08-13	2013-08-13	Expense	3304453212			106.00		106.00	
2368	08/13/2013	Stop	Expense	2013-08-13	2013-08-13	Expense	3304453212			106.00		106.00	
2377	08/13/2013	Stop	Expense	2013-08-13	2013-08-13	Expense	3304453212			106.00		106.00	
Period End Total:										106.00	106.00	106.00	
Grand Total:										106.00	106.00	106.00	

Run by: 3304453212

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George Hills Report Sample 4

Sample Diary Report

Provides all work completed and/or in process of being completed on a claim.



Dairies

Buss Date	Claim #	Sender ID	Recipient ID	Claimant	Diary Type	Subject	Completed	Status	Closed Date	Manager
7/22/2014	GH0000017	cmsmith	cmsmith	Lowes, Tricia	Diary	Re: with York for status of hearing	False			
7/22/2014	GH0000018	cmsmith	cmsmith	James, Ted	Diary	Initial Diary	False			
7/22/2014	GH0000018	cmsmith	cmsmith	Rascer, Jim	Diary	Response/ed memo filed? Re: with counsel for plan of action	False			
8/8/2014	GH0000227	cmsmith	cmsmith	Smith, Ryan	Diary	Re: w/ct to see if hearing date set on appeal	False			
8/4/2014	GH0000165	cmsmith	cmsmith		Diary	Appealed complaint filed	False			

karlsmith

Page 1 of 1

08/2014 11:34:28 AM

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George Hills Report Sample 5

PRELIMINARY INITIAL PROPERTY REPORT SAMPLE (WITHIN 72 HOURS)

Date
To
RE: Client:
Claimant:
Date of Loss:
Client File:
George Hills File: George Hills000

This is our initial and concluding report in regard to this injury claim.

LOCATION:	
TYPE OF LOSS	

ASSIGNMENT: We were advised of this loss when the claimant filed a timely and sufficient claim.

INVESTIGATION: We received this claim on XXXXX. The claim was/was not timely and sufficient and why.

ESTIMATE:

LIABILITY STATEMENTS:

SUBROGATION:

SUMMARY:

COMMENT: This will conclude our investigation of this file. We will place this matter on an extended diary until advised to close.

Sincerely,

GEORGE HILLS COMPANY, INC.
Sr. Claims Adjuster

Attachment B – Exhibit 1

George Hills Report Sample 6

PRELIMINARY PROPERTY FULL CAPTIONED REPORT Sample (Within 30 Days)

Date	VIA E-MAIL
To:	
RE: Client:	Insurance Company
Claim #:	XXX
Insured:	XXXXXX, CA
Date of Loss:	Early March, 2013
George Hills File:	XXX

This is our investigative report on this claim.

LOCATION:	XXXX, CA
TYPE OF LOSS	Automobile impact into corner of old service station.

ASSIGNMENT:

INVESTIGATION:

SCOPE:

BACK STORAGE ROOM:

SALES OFFICE:

ROOF:

EXTERIOR:

GENERAL:

ESTIMATION: We computed the estimate in Xactimate.

LIABILITY:

SUBROGATION:

SUMMARY:

COMMENT: We thank you for this assignment and the opportunity to assist you in this loss.

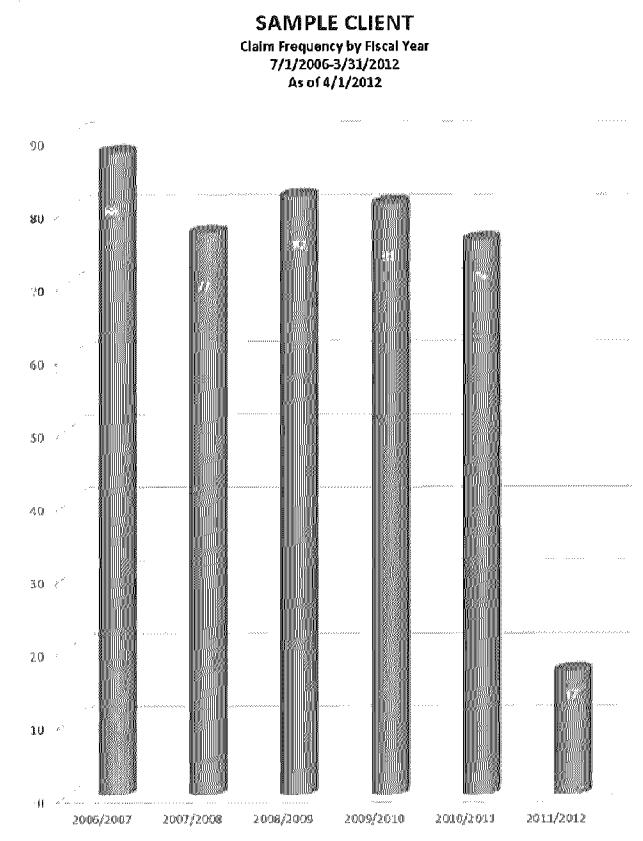
Sincerely,

GEORGE HILLS COMPANY, INC.

Sr. Claims Adjuster

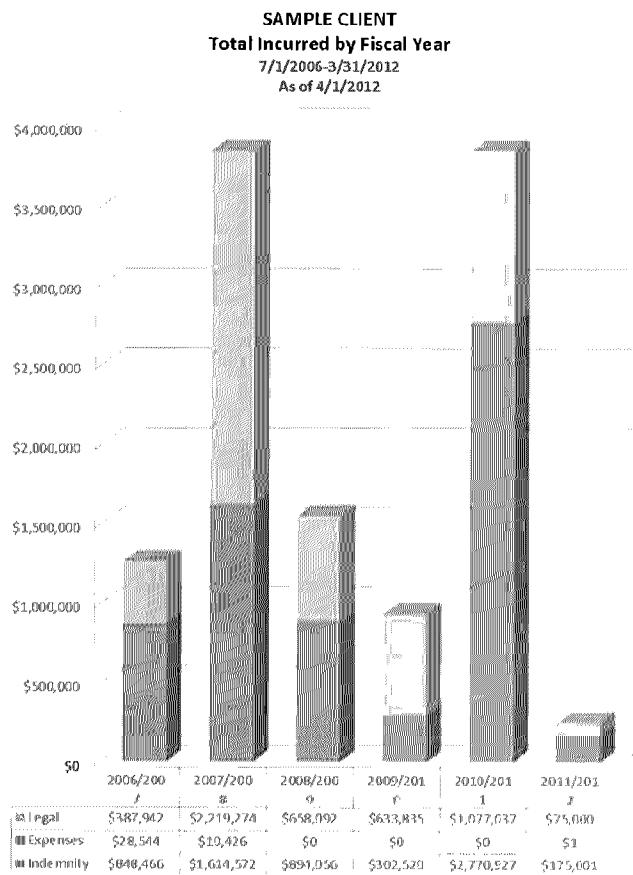
Attachment B – Exhibit 1

George Hills iMetrics™ Reports—Sample 1



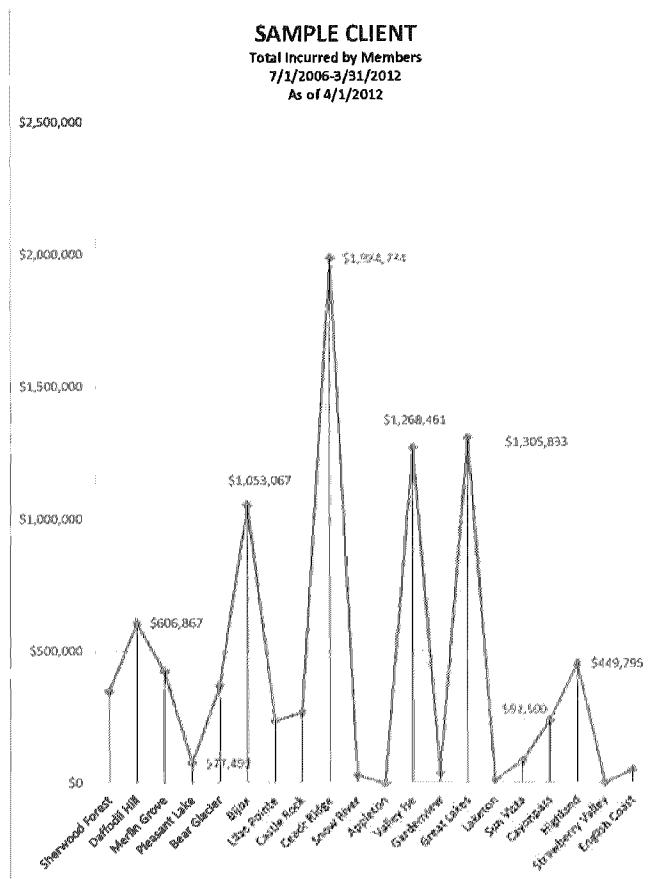
Attachment B – Exhibit 1

George Hills iMetrics™ Reports—Sample 2



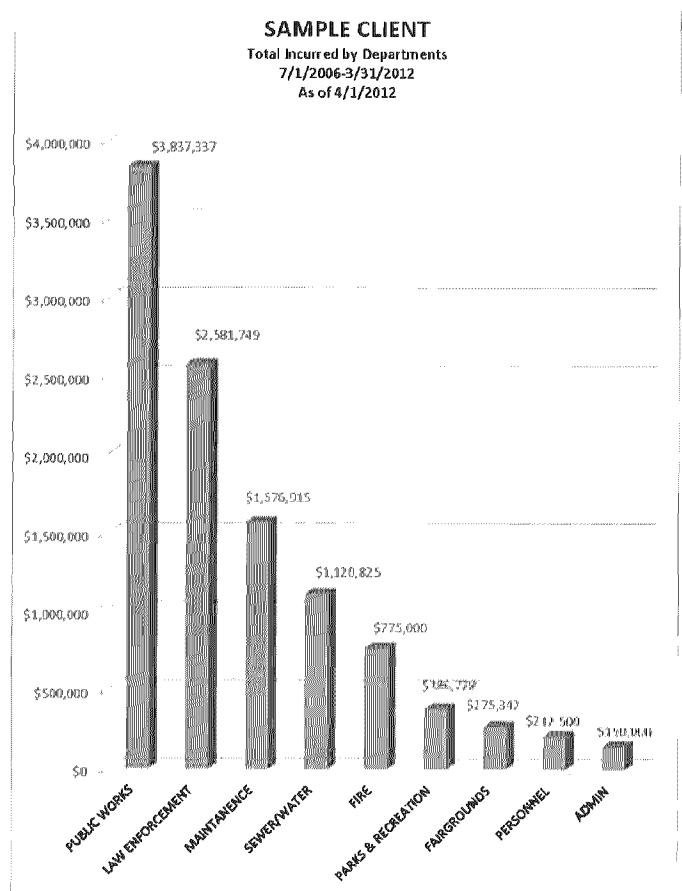
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George Hills iMetrics™ Reports—Sample 3



Attachment B – Exhibit 1

George Hills iMetrics™ Reports—Sample 4



Attachment B – Exhibit 1

Appendix B.

Brief George Hills Case Study Examples



George Hills TPA Experience & Expertise = Powerful Client ROI and Satisfaction
George Hills Goal—Protect Client Assets with Insight and Influence

At George Hills, we are all committed to excellence, and we focus on returning measurable bottom-line value to our clients through service, innovation, and industry experience. We feel privileged to be a central component of our clients' integrated liability claims programs, helping them to reduce the number of claims and claims paid amounts. George Hills' philosophy in handling claims is values-based, ethical, and transparent. In short, our focus is finding out if we owe on a claim. If we do, find out how much and pay it. If we do not, fight hard through trial. This philosophy pays dividends in the long-run as payment of nuisance or unmeritorious claims typically lead to more of the same. We take a hard stand on claims with no merit. For over six decades, George Hills' expertise and consultative, hands-on approach have been a winning combination, delivering powerful client results and satisfaction. We are proud to share below several George Hills client success stories—and we are prouder still of the professional and trusted role we played in helping our clients achieve favorable outcomes.

Case #1

"George Hills' files "speak for themselves" with orderly, chronologically-managed reports and documentation, including Plans of Action (PAOs) and updated captioned reports, allowing us to clearly see the point at which 'enough information is enough' to base a conclusion."

Facts:

A lawsuit resulted in Northern California because of an accident at an intersection between a county senior construction inspector (defendant) and a private citizen (plaintiff). The defendant was stopped in the "number three" lane behind the plaintiff. The traffic signal turned green and the defendant started to proceed forward. The plaintiff was still stopped. The defendant rear ended the plaintiff's vehicle. The County accepted 100% liability in this case as their driver failed to proceed forward only when it was reasonably safe to do so and rear ended the plaintiff.

George Hills Adjustors—Protect Client Assets with Unmatched Insight, Influence, and Integrity

George Hills' adjustors acted swiftly and discovered that there was no damage to the defendant's vehicle and minor damage to the plaintiff's vehicle. It was also verified that the

Attachment B – Exhibit 1

plaintiff suffered low impact injuries to her neck, lower back, and left leg. Her damages included chiropractic treatment of \$4,640 and MRI expense of \$2,305.50 for a total pre-surgery amount of \$6,945.50. The plaintiff's miscellaneous out of pocket expenses were \$261.69 for total special damages of \$7,207.19. She had no loss of earnings claim. George Hills' adjustors evaluated this case and accepted the damages with a total settlement range of \$14,000 to \$21,000. The plaintiff's attorney presented a settlement demand of \$556,575.50—which was based on an alleged back surgery and total specials of \$78,100.

George Hills' experienced adjustors were not convinced the plaintiff needed surgery as their investigative work revealed she had been involved in two prior accidents and was claiming loss of earnings due to surgery. Further, George Hills' IME report discovered the alleged surgery was no more than an injection procedure—there was no incision. Also revealed through George Hills' adjustor diligence: Multiple insurance companies and the FBI were concurrently involved in an investigation and lawsuit of the plaintiff's' surgeon—i.e., a potential surgeon scam operation.

George Hills' biomechanical expert determined the accident between the plaintiff and defendant at the intersection was at an impact speed of 10 MPH—enough for a Delta 5, sufficient enough for neck strain but not enough for disc disruption, which allegedly resulted in herniation and protrusion.

The arbitration result was an award of \$15,000 and the plaintiff rejected it. At mediation the demand was \$500,000 and George Hills' initial offer was \$11,000. The plaintiff's counter demand was \$150,000 & George Hills' final offer was \$12,500.

At the Mandatory Settlement Conference, the plaintiff's new demand was \$250,000. George Hills advised the mediator we were ready to go to trial in five weeks. George Hills' only offer to settle the case and avoid the trial was \$20,000. The plaintiff countered at \$25,000. George Hills held firm with our only offer which was finally accepted. The property damage claim was settled with the Insurance Company for \$4,273.16.

Case #2

"A George Hills' claim adjustor's job is to investigate, document, evaluate, negotiate, and settle claims. In order to effectively do so, each adjustor must handle every claim with a strategy, or POA."

Facts:

A California County's snowplough engaged in snow removal operations on a winding foothills road lost traction in a curve to the right, went over the centerline and collided with an oncoming Ford Expedition. The Ford spun counter-clockwise off the curve and hit a tree with its right rear. The husband and wife occupants of the Ford came up with neck and upper extremity complaints. The wife eventually had a three level cervical disc replacement, the husband a single level cervical disc replacement and bilateral wrist surgeries. All of the surgical procedures were financed by Medfin, even though each plaintiff had their own health insurance policy. Medical specials between the two plaintiffs were claimed to be approximately \$370,000, based on the payments Medfin made and the liens it held in that amount. The husband was no longer able to do his telephone company splicing work because of his wrist injury and a wage loss of up to \$805,000 was asserted.

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George Hills Adjustors—Protect Client Assets with Unmatched Insight, Influence, and Integrity

George Hills helped the County defend this lawsuit on two fronts. We denied liability on the basis that:

1. The snowplough operator was meeting the standard of care and was, therefore, not negligent
2. The medical specials were artificially inflated
3. The County should be liable only for medical specials allowable under the Hanif/Nishihama rules

On the second front, our retained medical billing expert "reverse-engineered" the billings and estimated what would be allowed by most carriers, subject to reimbursement per Hanif/Nishihama. This came to be 25% of what was billed.

George Hills' adjustors strongly asserted the provisions of Government Code Section 985, which provides for a post-verdict court hearing to determine, in the Court's discretion, the extent to which medical liens should be reimbursed. The president of Medfin was present at the mediation where the case settled for \$650,000 against an initial demand of \$2,000,000. Both Medfin and the plaintiffs' attorneys made significant concessions in order to settle the case.

Case #3

"George Hills has been providing best practice liability and property claims administration and litigation management services to the public and private sector since 1954."

Facts:

A claimant was stopped by the CHP for speeding in California County, but told by the CHP Officer he was being arrested for another County Court FTA—for an unpaid 1995 traffic ticket. He was arrested. Claimant subsequently secured documentation from the Court that he had paid his 1995 traffic ticket in a timely manner. As a law enforcement trainer, he wanted compensation for improper arrest and imprisonment and compensation for future damages, as the arrest reflected on his Department of Justice (DOJ) record and could affect his career.

George Hills Adjustors—Protect Client Assets with Unmatched Insight, Influence, and Integrity

Working jointly and diligently with the County Counsel's Office, George Hills helped accomplish the difficult feat of getting the arrest itself off of the claimant's DOJ record and the claim resolved with no monetary payment.

Case #4

"All George Hills public entity adjustors have extensive knowledge on current California Government Codes and Legislation having direct effect on our client base."

Facts:

35

*George Hills Company Inc.
Response to Request for Proposal City of Lemon Grove*

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George Hills had a case that involved "free standing condominiums"—legally described and marketed as "condominiums." Our client was an insurer of primarily artisan subcontractors, and their policy contained an exclusion which precluded coverage for any work performed by an insured on a condominium project. Coverage was denied to the insured and a default judgment of \$2,000,000 was later entered against the insured. Following the resolution of the case, the project developer sued our client in an effort to collect on the judgment.

George Hills Adjustors—Protect Client Assets with Unmatched Insight, Influence, and Integrity

George Hills' construction defect and construction liability TPA team worked with our client's counsel as the developer alleged that even though the homes were sold and marketed as condominiums due to density requirements, that the homes were in fact single family homes.

The developer argued that that condominium exclusion was ambiguous in that it did not define a condominium. The trial court held that the statutory definition of a condominium includes free standing structures and that the exclusion was not ambiguous. The appellate court upheld the trial court decision.

Important to note: This legal decision was recently published as "citable case law," concluding it was a good case law for the insurance community in that it clarifies the intent of the exclusion is to exclude all condominiums regardless as to how structured.

Attachment B – Exhibit 1

George Hills is a values-based TPA firm.

We would be honored to be the City of Lemon Grove's partner in risk management excellence.



George Hills Company Core Values

- Honesty & Integrity*—Inherent in our everyday activities
- Customer Satisfaction*—Exceeding expectations is our goal
- Financial Sustainability*—Critical to our collective success
- Loyalty*—Earned through trust
- Continuous Improvement*—Being a leader in the industry



**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.G

Mtg. Date April 19, 2016

Dept. Development Service Department

Item Title: **Code Enforcement Hearing Officers Recruitment**

Staff Contact: Paolo Romero, Code Enforcement Officer
David De Vries, Development Services Director

Recommendation:

Appoint the three candidates to the Code Enforcement Hearing Officer Appeals Panel.

Item Summary:

On March 1, 2016, the City Council authorized staff to conduct a recruitment of hearing officers for code enforcement citation appeal hearings. The City of Lemon Grove Municipal Code (LGMC) Chapter 1.24 provides the authority to issue administrative citations for violations of the City municipal code. A recipient of an administrative citation may appeal the violation or whether he or she is the Responsible Person for the violation. The appeal is required to be heard by a hearing officer appointed by the City Council and chosen at random from a panel of three to six appeal hearing officers. Staff requests that the City Council review the three applications herein and appoint hearing officers.

At the last City Council meeting, this matter was referred back to staff to consult with the City Attorney about the possibility of a conflict of interest arising out of the potential appointment of a current School Board member as a Hearing Officer. Staff has consulted with the City Attorney and he does not see a significant issue arising out of the appointment of a sitting School Board member as a Hearing Officer.

Fiscal Impact:

\$75.00 Per Administrative Citation Hearing

Environmental Review:

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

Public Information:

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

Attachments:

A. Staff Report
B. Applications

C. Administrative Citation Manual

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.G

Mtg. Date April 19, 2016

Item Title: **Code Enforcement Hearing Officers Recruitment**

Staff Contact: Paolo Romero, Code Enforcement Officer
David De Vries, Development Services Director

Discussion:

On March 1, 2016, the City Council authorized staff to conduct a recruitment of hearing officers for code enforcement citation appeal hearings. The City of Lemon Grove Municipal Code (LGMC) Chapter 1.24 provides the authority to issue administrative citations for violations of the municipal code. The LGMC provides for escalating fines and late payment penalties for noncompliance and eventually, property liens when the fines and penalties exceed \$2,000. A recipient of an administrative citation may contest the violation or whether he or she is the Responsible Person for the violation. The City Council may fill a panel of no less than three and no more than six code enforcement citation appeal hearing officers from a list of candidates provided by staff. Currently, there is only one appeal hearing officer authorized by Council. Staff requests that the City Council review the attached applications and appoint the three applicants as hearing officers. The City Manager will then select a hearing officer at random from the panel of hearing officers selected by City Council for an administrative citation hearing.

At the last City Council meeting, this matter was referred back to staff to consult with the City Attorney about the possibility of a conflict of interest arising out of the potential appointment of a current School Board member as a Hearing Officer. Staff has consulted with the City Attorney and he does not see a significant issue arising out of the appointment of a sitting School Board member as a Hearing Officer.

The City Attorney considered two issues. First, is the Hearing Office an incompatible office with the office of a School Board member? Second, is there a conflict or due process problem in a Hearing Officer holding an office on the School Board?

While the Offices of City Council and School Board are incompatible and no person can hold both, the Hearing Officer position does not have the same conflicts. Code enforcement matters relate to City code issues and seldom intersect with School Board jurisdiction. They are subject to appeal to the City Council on city code issues only, not on school board jurisdictional issues. Overall, school issues seldom, if ever, intersect with code issues. A City Hearing Officer is not an incompatible office with the office of a School Board member.

On the conflict issue, the School Board member would be subject to the same conflict of interest rules as any other appointed Hearing Officer. It is possible that the School District will be involved in a code matter. However, the same could be true of any other appointee's job, neighborhood, residence or church involvement. In these rare cases, the Hearing Officer with a conflict would be removed from the rotation for that matter. The most likely conflict will be if the Hearing Officer either is related to a party or the alleged violation

Attachment A

is in their neighborhood. Disqualification is the option since every appointee who lives in Lemon Grove will have that possibility.

Finally, the conflict issue may raise a due process issue where potential bias may require that a Hearing Officer recuse themselves. School Board membership is no more an impediment than other occupations. For instance, an EDCO employee would be disqualified from hearing a case involved alleged scavenging of recyclables. However, they could hear other code matters that do not provide a benefit to their employer. The School does not present different types of challenges than other occupations of local residents applying to be a Hearing Officer.

Requirements for Code Enforcement Hearing Officers

A hearing officer presides over citation hearings, reviews evidence, and makes an unbiased judgment. A candidate is not required to be a resident of Lemon Grove and the distance in which the candidate resides may be a consideration factor in determining his or her ability to attend appeal hearings. A candidate must be able to conduct a hearing, analyze the City's municipal code, weigh evidence and make unbiased judgments based on evidence and testimony presented. A candidate must possess effective verbal and written communication skills. A candidate may not have been issued a code enforcement citation with a fine for a period of eighteen (18) months from the time of applying for a hearing officer position. In the event a hearing officer is issued an administrative citation with a fine while serving a term, he or she shall be disqualified as a hearing officer. Lastly, a candidate may not be a full or part-time employee of the City of Lemon Grove (including paid committee or commission members).

Hearing Officer Service Term

The term of the hearing officer is no more than three years. However, the Council may re-appoint a hearing officer through this current selection process. To create an appropriate conclusion of terms, the Council may decide to periodically, on a case-by-case basis, to reduce the length of a term to two years to create staggered terms on the hearing officer panel.

Hearing Officer Compensation

A hearing officer is compensated \$75 per appeal hearing. Appeal hearings include, but are not limited to, all appeals consolidated into a single hearing and any subsequent continuance or future dates until a final determination is rendered by the hearing officer. The compensation amount is for travel, preparation time, conducting the hearing, and preparing the written decision. There will be no additional payment in the event the hearing officer is requested to testify at a court proceeding. In the event the hearing is canceled after the Notice of Hearing has been established, the hearing officer will be compensated \$40. In the event the hearing officer is disqualified or recuses himself/herself, no compensation shall be paid.

Conflicts of Interest

Hearing officers are required to disqualify themselves from serving as the hearing officer for a particular case if they have a personal or business relationship or any other type of relations, with any of the involved parties which might cause them to have a conflict of interest, bias or prejudice in regards to the case to be heard. In the event that the hearing officer believes that a conflict of interest does not exist but might be perceived, he or she is required to disclose to both the City and the appealing party the nature of the relationship

that might cause such a perception at least eight (8) days prior to the hearing date. Either of the parties may then request that a new hearing officer be selected, provided that such request is made known to the hearing officer within two (2) business days of such notification.

In the event that the hearing officer does not disqualify herself/himself or does not announce a relationship that might be perceived as a potential conflict of interest and either party believes that a conflict of interest may exist, that party may request of the City Manager that a different hearing officer be selected, provided such request is made within five (5) days of the hearing date. The City Manager will determine whether or not to take such action based on the evidence presented of a relationship, prejudice or bias that might impede the hearing officer's ability to provide a fair hearing. Failure to disclose a conflict of interest as defined herein may result in the termination of the hearing officer's participation on the panel.

Response to Recruitment

The City received three applications and the candidates are listed below. The hearing officer recruitment was advertised through news flash updates on the City's website homepage and City's code enforcement webpage, the City's Facebook and Twitter accounts, e-mail list serve notifications to the Development Services Department list and City press release list and a press release notification to local news agencies. Staff also reached out to past hearing officers to gauge their interests. A one page application was issued and the form asks applicants to provide information about work and community experience (including volunteer activities and experience or special knowledge). The completed applications are attached (**Attachment B**).

Candidates

Franco Del Rosario
Katie Dexter
Anthony Jemison

Recommendation

Appoint the three candidates to the Code Enforcement Hearing Officer Appeals Panel.

Attachment B



APPLICATION FOR CODE ENFORCEMENT HEARING OFFICER

CONTACT INFORMATION

Name: Franco Del Rosario Home Address: _____
Phone: _____ Email Address: _____

WORK & COMMUNITY EXPERIENCE

Employer: Retired San Diego County Sheriff Title: Retired Deputy Sheriff

Statement of Occupational Experience: I worked for the City of Lemon Grove as a Motorcycle
/Traffic as Deputy as well as the School DARE Officer at the Lemon Grove School
District. I honorably retired with 28 Years of Service from the San Diego County
Sheriff's Department in 2009.

List any past or current community or public service appointments with dates served: I worked in
Lemon Grove from 1989 to 1999. Motorcycle Deputy, Traffic Investigator,
Accident Reconstructionist, DARE Officer, and Safety Patrol Officer.

What experience or special knowledge can you bring as a Code Enforcement Hearing Officer? _____
I have represented the Sheriff's Department and the City of Lemon Grove in over
thousands of cases involving traffic citations, municipal code violations, and accident
investigations. My duties required me to know and interpret/enforce codes, statues,
and laws of the State of California, County of San Diego, and the City of Lemon Grove.

**PERSONS HOLDING THIS POSITION ARE REQUIRED TO FILE CONFLICT OF INTEREST
STATEMENTS IN ACCORDANCE WITH THE POLITICAL REFORM ACT AND THE CITY OF
LEMON GROVE CONFLICT OF INTEREST CODE.**

Signature: 

Date: 03 / 15 / 2016

Attachment B



APPLICATION FOR CODE ENFORCEMENT HEARING OFFICER

CONTACT INFORMATION

Name: Katie Dexter

Home Address: _____

Phone: _____

Email Address: _____

WORK & COMMUNITY EXPERIENCE

Employer: _____

Title: Operations Manager

Statement of Occupational Experience: _____

1 yr - oper. mgr @ CASA

9 yrs - Sam's Club - Receiving Clerk

10 yrs - ENAC Mortgage - Regional HR Coordinator

List any past or current community or public service appointments with dates served: _____

2002-present Lemon Grove School Board

2015-16 L.G. G Plan & Rec Committee

Served on several non-profit boards in Comm. - Little League, PTA, Lemon Grove Project, Gen. of Action, etc.

What experience or special knowledge can you bring as a Code Enforcement Hearing Officer? _____

Am able to look at information presented and make decisions - data driven, collaborator, leader, community activist, able to make tough decisions -

PERSONS HOLDING THIS POSITION ARE REQUIRED TO FILE CONFLICT OF INTEREST STATEMENTS IN ACCORDANCE WITH THE POLITICAL REFORM ACT AND THE CITY OF LEMON GROVE CONFLICT OF INTEREST CODE.

Signature: Katie Dexter

Date: 3-10-16

Attachment B



**APPLICATION FOR CODE ENFORCEMENT
HEARING OFFICER**

CONTACT INFORMATION

Name: Anthony J. Jemison

Home Address: _____

Phone: _____

Email Address:

WORK & COMMUNITY EXPERIENCE

Employer: General Dynamics NASSCO

Title: Senior Manager Labor Relations

Statement of Occupational Experience: I've been employed with General Dynamics NASSCO since January 2007. I initially served as the EEO/Affirmative Action Officer. I served as an Instructor at the collegiate level. I have attended a myriad of training & developmental programs on conflict resolution.

List any past or current community or public service appointments with dates served: I currently serve as a Code Enforcement Hearing Officer for the City of Lemon Grove. I have had the privilege of serving in this capacity since 2006. I also serve as the Vice Chair of the Chula Vista Board of Ethics. I have served on the Board of Ethics since 2008. I served as a member of the City of the City of Chula Vista Human Relations Commission from 1997 through 2007. I was the Chair from 2004 – 2007.

What experience or special knowledge can you bring as a Code Enforcement Hearing Officer? I serve as the Hearing Officer for the grievance and arbitration process for the Unionized employees with my current employer. I have more than 20 years of human resources, managerial and administrative experience. I am often called upon to resolve conflicts, counsel and coach employees, supervision and management on issues where opposing sides are at play. I understand the importance of actively listening, applying rules and evidence and considering credibility in making non-partisan decisions.

PERSONS HOLDING THIS POSITION ARE REQUIRED TO FILE CONFLICT OF INTEREST STATEMENTS IN ACCORDANCE WITH THE POLITICAL REFORM ACT AND THE CITY OF LEMON GROVE CONFLICT OF INTEREST CODE.

Signature: _____

Date: 3/28/16



CITY OF
LEMON GROVE

Administrative Citation
Procedures Manual

Attachment C

Administrative Citation Procedures Manual

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Attachment C

SECTION I –INTRODUCTION

Lemon Grove Municipal Code Section 1.12.012 provides the authority to issue administrative citations for violations of the City Municipal Code (hereafter “City Code or “Code”). The City Code provides for escalating fines for noncompliance. The Code also defines the service procedures for issuing a citation, addresses hardship waivers, and identifies the process for appeals. The purpose of this Code section is to induce compliance by applying a monetary penalty for continuing violations.

The purpose of this Procedures Manual is to establish the process by which Municipal Code Section 1.12.012 is implemented by the City. The operational policies and procedures identified in this Procedures Manual are compliant with applicable Municipal Code sections.

SECTION II –VIOLATIONS APPROPRIATE FOR ADMINISTRATIVE CITATION

The Code allows for the use of various tools to encourage or require abatement of Code violations. The issuance of an administrative citation for a Code violation serves as a tool for those violations that do not impose immediate health and safety risk. The issuance of a citation should be used for violations that are clear-cut, relatively un-complex and easily correctable. As with any enforcement tool, the decision to use administrative citations should include assessment of how effective it is likely to be in gaining compliance and whether or not it is appropriate to the situation.

SECTION III – ADMINISTRATIVE CITATION ISSUANCE POLICY

A. To Whom Citations Can Be Issued

An administrative citation may be issued to the party responsible for the violation. In general, the Responsible Person as defined in the Municipal Code Section 1.12.012 will be one or more of the following:

1. The owner, tenant, or occupant of real property;
2. The holder or the agent of the holder of any permit, entitlement, or review;
3. The party or the agent of a party to an agreement covered by Chapter 1 of the Municipal Code;
4. The owner or the authorized agent of any business, company, or entity subject to Chapter 1 of the Municipal Code; or
5. The parent or legal guardian of any such person under the age of 18 years and who violates any ordinance, regulation, permit, entitlement, review, or agreement described in the Municipal Code.

Attachment C

Any or all of these persons or entities may be cited for the violation when a citation is justified.

B. Service of Citation Procedures

The issuance of an administrative citation should be on the appropriate City form (Exhibit A). The form should be completed in full and should be delivered to the Responsible Person in the following manner:

1. Personal Issuance – the enforcement officer shall attempt to personally serve the Responsible Person with the citation and, if possible, obtain the signature of the Responsible Person on the administrative citation form. If the Responsible Person refuses to sign the administrative citation form, the citation will remain valid.
2. Service by Mail – if the enforcement officer is unable to locate the Responsible Person, the administrative citation shall be mailed to the Responsible Person by certified mail with a requested return receipt. The administrative citation shall also be sent by first class mail. If the administrative citation sent by certified mail is returned unsigned, the letter mailed first class shall be deemed effective noticing of the violation.
3. Service by Posting Notice – if the enforcement officer does not succeed in personally delivering the administrative citation and certified mail and first class mail fails to reach the Responsible Person, the enforcement officer shall post the administrative citation on the property in violation.

After the administrative citation has been served to the Responsible Person by any of the means listed above, the enforcement officer shall complete a declaration of service.

C. Form of Citation

The administrative citation form should include the following information:

1. Date, approximate time, and address or definite description of the location or property where the violation(s) was observed.
2. The name of the Responsible Person(s) and, if possible, the signature of the Responsible Person(s).
3. The Code sections or conditions violated and a description of the violation(s).
4. An order to the Responsible Person(s) to correct the violation(s) within a specified time period.
5. The amount of the fine for the violation(s).

Attachment C

6. An explanation of how the fine is to be paid and the deadline for making payment of the fine.
7. A notification that the payment of the fine does not excuse or discharge the failure to correct the violation.
8. A notice of the right and process to appeal the administrative citation.
9. The name and signature of the enforcement officer.

D. Fine Schedule

The administrative citation form should indicate whether the administrative citation is a warning or the amount of the fine. If the violation is not a critical health and safety risk, the enforcement officer shall first allow the Responsible Person(s) to abate the violation(s) within a 15-day warning period.

In the event the violation(s) are not corrected within the warning period, fines shall be assessed in the following amounts:

1. \$100 for the first administrative citation fine if the violation(s) are not corrected within the specified time and/or if the same violation occurs within the next 18-month period.
2. \$200 for the second administrative citation fine if the violation(s) are not corrected within the specified time and/or if the same violation occurs within the next 18-month period.
3. \$500 for the third administrative citation fine if the violation(s) are not corrected within the specified time and/or if the same violation occurs within the next 18-month period.
4. \$1,000 for the fourth administrative citation fine if the violation(s) are not corrected within the specified time and/or if the same violation occurs within the next 18-month period.

E. Satisfaction of Citation

If a warning administrative citation is issued and the violation(s) is corrected within the specified warning period, the case shall be closed. However, if fines are levied, in order to satisfy the administrative citation, the Responsible Person shall correct the violation within the specified time and pay the fine within thirty (30) days from the correction date listed on the administrative citation. Fines shall be made payable to the City of Lemon Grove's Treasurer.

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SECTION IV – APPEAL OF ADMINISTRATIVE CITATION

A. Process of Appeal

A recipient of an administrative citation may contest the violation or whether he or she is the Responsible Person for the violation. To contest the administrative citation, the recipient must complete a Request for an Appeal Hearing form (Exhibit B). The form should be completed in full and returned to the City within thirty (30) days from the correction date identified on the administrative citation.

The request for an appeal hearing must be accompanied by either an advance deposit of the fine or a Request for a Hardship Waiver (Exhibit C). If the hardship waiver is denied, the Responsible Person shall deposit the fine amount within ten (10) days of receiving the notice of denial.

In the event the administrative citation is excused by the Hearing Officer, the City shall refund the deposited fine within three (3) business days.

B. Hardship Waiver

A person filing a request for an appeal hearing may also request a hardship waiver of the fine deposit by checking a box on the appeal form. To allow time for the review of the hardship waiver request, the request for the appeal hearing shall be submitted to the City within fifteen (15) days from the correction date on the administrative citation.

The hardship waiver request must include a sworn affidavit, together with any supporting documents or materials demonstrating the person's actual financial inability to deposit the amount of the fine. The hardship waiver will be considered by the City Manager, or by his or her appointee. The City Manager will inform the Responsible Person in writing of whether the waiver was approved. The City Manager's determination is final and is not subject to appeal or judicial review.

If the hardship waiver is denied, the Responsible Person shall deposit the fine within ten (10) calendar days of the City Manager's notice. Failure to deposit the fine shall cancel the request for the appeal hearing and renders the fine delinquent.

C. Selection of Hearing Officer

The Hearing Officer will be selected from a panel of Hearing Officers appointed by the City Council (see Section VI for policies related to the Council appointment of Hearing Officers). The Hearing Officer shall be selected randomly by the City Manager, or by his or her appointee, prior to setting the date of the appeal hearing.

Any Hearing Officer residing or owning property within 500 feet of the subject property of the appeal shall be excluded from the selection process for that specific appeal hearing.

Attachment C

D. Request for Rescheduling a Hearing

The City will accommodate requests made by the person requesting an appeal hearing, provided that the request is made at least five (5) days prior to the scheduled hearing. Requests for rescheduling within five (5) days of the hearing may be considered for good cause (illness, death, emergency situation, etc.) and must be substantiated. The City Manager will consider whether to reschedule the hearing. This determination is final and not subject to judicial review.

E. Hearing Procedure

The following describes the rules and procedures for conducting an appeal hearing:

1. The appeal hearing cannot occur until the following have been completed:
 - a. An appeal hearing has been appropriately requested by the responsible person by submitting a Request for an Appeal Hearing form.
 - b. The Responsible Person has deposited the administrative citation fine in advance or a hardship waiver has been issued.
 - c. A hearing has been established not less than fifteen (15) days and not more than sixty (60) days from the date of the request for the appeal hearing. The Responsible Person shall be notified of the date, time and place of the hearing, and the Hearing Officer's name at least ten (10) days prior to the hearing date.
 - d. At least ten (10) days prior to the hearing, the City shall provide the Responsible Person with copies of the citations, reports and other documents that will be submitted to the Hearing Officer at the time of the hearing.
2. City staff should not have contact with the Hearing Officer regarding the hearing subject so as the Hearing Officer can maintain an attitude of neutrality and objectivity at all times.
3. City staff will arrange for the hearing, provide a hearing room and ensure that a tape recorder is in place.
4. The Hearing Officer shall conduct the appeal hearing and is responsible for ensuring that order is maintained and that due process is provided.
5. The person issued the administrative citation is entitled to bring legal representation to the hearing.

Attachment C

6. The Hearing Officer shall take testimony first from the Responsible Person. At this time the Responsible Person will have the opportunity to present evidence regarding the administrative citation's issuance.
7. Each party shall have an opportunity to question the other party's witnesses, if witnesses are included in the testimony.
8. Each party shall have an opportunity to present rebuttal evidence.
9. The Hearing Officer shall consider the evidence that is relative to whether the violation(s) occurred and whether the Responsible Person has caused or maintained the violation(s).
10. Formal rules of evidence shall not apply.
11. The Hearing Officer may continue the hearing to request additional information from the enforcement officer or the recipient of the administrative citation.
12. The Hearing Officer may or may not issue a decision orally at the conclusion of the hearing. Within ten (10) days of the hearing, the Hearing Officer shall provide the City and the recipient of the administrative citation with a written decision. The decision shall briefly state the reasons for the conclusion of the Hearing Officer.
13. The City is not required to provide transcripts of the hearing, but is required to provide copies of the tapes of the hearing at a cost determined by the City's Master Fee Schedule.
14. If the Responsible Person, or his or her representative, fails to appear at the hearing, the deposited fines shall be forfeited, the administrative citation(s) at issue shall be deemed valid, and judicial review shall be precluded for failure to exhaust administrative remedies.

F. Administrative Enforcement by Stipulation.

Occasionally, the City and the Responsible Person will reach agreement prior to a scheduled hearing. When such an agreement is approved and executed prior to the hearing, the hearing may be cancelled at the discretion of the City Manager and shall be entitled to an Administrative Enforcement Order by Stipulation. When such an agreement is presented at the hearing, the Hearing Officer may issue a finding which incorporates the agreement. Such a finding shall authorize or approve the terms of the agreement to ensure its validity and shall be entitled to an Administrative Enforcement Order by Stipulation.

G. Hearing Officer Authority

After conducting an appeal hearing and weighing the testimony and evidence presented, the Hearing Officer can make one of two decisions: 1) affirm the issuance of

Attachment C

the administrative citation, or 2) excuse the administrative citation. The Hearing Officer's decision shall be final.

The Hearing Officer may impose conditions and deadlines to correct any violations or require payment of outstanding penalties. The Hearing Officer may also assess reasonable administrative costs for scheduling and processing of the hearing and subsequent actions. The Hearing Officer does not have authority to reduce the fine.

H. Judicial Review

Either the City or the person in receipt of an administrative citation may request review of the appeal hearing decision with the San Diego Superior Court. Judicial review of a citation may not occur without first exhausting all available administrative remedies.

SECTION V – CITATION FINES (WAIVERS AND PENALTIES)

A. Failure to Pay Fines

If the Responsible Person fails to pay the fines imposed through the administrative citation within the time specified on the citation, the City may file a claim with the Small Claims Court or the Superior Court for recovery of the fine. In the event the courts are used to recover fines, the City may also recover the costs associated with the Hearing Officer, court fees, and collection costs.

The City may also or in addition to court action, impose a code enforcement lien in the amount of the fine plus interest and late charges, on the real property upon which the violation occurs. Any lien imposed shall be recorded in the Office of the San Diego County Recorder.

B. Late Payment Penalty

Any Responsible Person that fails to pay a fine on or before the date payment is due shall be liable for payment of a late charge in the amount of 25 percent of the fine. Delinquent fines shall also accrue interest at the rate of 10 percent per month, excluding late payment penalties.

C. Reduction of Cumulative Fines

If the violation is corrected within a reasonable time after the decision of the Hearing Officer, the City Manager shall have the discretion to reduce cumulative fines that exceed \$1,000. The City Manager may not reduce the fine amount to less than \$1,000. The determination of the City Manager shall be final and shall not be subject to appeal or judicial review.

Attachment C

SECTION VI – HEARING OFFICER POLICY

A. Purpose

The purpose of this section is to establish policies regarding the requirements, the City Council selection procedures, the term, and the rate of compensation for Hearing Officers.

B. Requirements of a Hearing Officer

The following criteria are established as requirements to be considered for the position of Hearing Officer:

1. A candidate is not required to be a resident of Lemon Grove. However, the distance in which the candidate resides may be a consideration factor in determining his or her ability to attend appeal hearings.
2. A Hearing Officer candidate must be able to conduct a hearing, analyze the City's Municipal Code, weigh evidence and make unbiased judgments based on evidence and testimony presented.
3. A Hearing Officer must possess effective communication skills—both verbal and written.
4. A Hearing Officer candidate may not have been issued a code enforcement citation with a fine for a period of 18 months from the time of applying for a Hearing Officer position.
5. In the event a Hearing Officer is issued an administrative citation with a fine while serving a term, he or she shall be disqualified as a Hearing Officer.
6. A Hearing Officer may not be a full or part-time employee of the City of Lemon Grove (including paid committee or commission members).

C. Selection of Hearing Officer Panel

The City Council may fill a panel of no less than three and no more than six Hearing Officers. Hearing Officers may apply in writing for consideration for Council selection at any time, if the panel is not full. The Council may conduct interviews with the full Council or may appoint a sub-committee of members of the Council to administer the selection process. The full Council must ratify the appointment of a Hearing Officer to the panel.

Attachment C

D. Term of Hearing Officer

The term of the Hearing Officer shall be no more than three years. However, the Council may re-appoint a Hearing Officer through the selection process identified in the previous section. To create appropriate conclusion of terms, the Council may decide periodically, on a case-by-case basis, to reduce the length of a term to two years to create staggered terms on the Hearing Officer panel.

E. Hearing Officer Compensation

A Hearing Officer shall be compensated \$75 per appeal hearing. For purposes of this Section, an "appeal hearing" shall include, but not be limited to, all appeals consolidated into a single hearing and any subsequent continuance or future dates until a final determination is rendered by the Hearing Officer. This amount is for travel, preparation time, conducting the hearing, and preparing the written decision. There shall be no additional payment in the event the Hearing Officer is requested to testify at a court proceeding. In the event the hearing is canceled after the Notice of Hearing has been established, the Hearing Officer shall be compensated \$40. In the event, the Hearing Officer is disqualified or recuses him/herself under Section F below, no compensation shall be paid.

F. Conflict of Interest

Hearing Officers are required to disqualify themselves from serving as the Hearing Officer for a particular case if they have a personal or business relationship or any other type of relations, with any of the involved parties which might cause them to have a conflict of interest, bias or prejudice in regard to the case to be heard.

In the event that the Hearing Officer believes that a conflict of interest does not exist but might be perceived, he or she is required to disclose to both the City and the appealing party the nature of any relationship that might cause such a perception at least eight (8) days prior to the hearing date. Either of the parties may then request that a new Hearing Officer be selected, provided that such request is made known to the Hearing Officer within two (2) business days of such notification.

In the event that the Hearing Officer does not disqualify her/himself or does not announce a relationship that might be perceived as a potential conflict of interest and either party believes that a conflict of interest may exist, that party may request of the City Manager that a different Hearing Officer be selected, provided such request is made within five (5) days of the hearing date. The City Manager shall determine whether or not to take such action based on the evidence presented of a relationship, prejudice or bias that might impede the Hearing Officer's ability to provide a fair hearing.

Failure to disclose a conflict of interest as defined herein may result in the termination of the Hearing Officer's participation on the panel.

Attachment C

SECTION VII - OTHER PROCEDURES

A. Hostile Encounters

An enforcement officer shall not initiate physical force to halt, restrain or attempt to physically engage a code violator. If an enforcement officer is threatened by hostile or aggressive behavior or with bodily harm during the course of performing his or her duties, the enforcement officer shall leave the scene immediately, contact the Sheriff's Department, contact his or her immediate supervisor, and document the incident as part of the code case file.

If there is or has been past aggressiveness or hostility from a resident, the enforcement officer shall not attempt to personally deliver notices and/or citations without the presence of a Sheriff deputy. Otherwise, the enforcement officer may deliver notices and/or citations by way of mail as specified in this manual.

B. Entry Upon Private Property

No enforcement officer shall enter upon private property except in an attempt to contact the owner or occupant of the property or to post or deliver a notice and/or citation. The enforcement officer may access the property with the consent of the property owner or occupant or with a search warrant issued by the court.

C. Release of Information

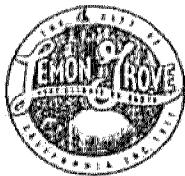
In order to preserve effectiveness and not jeopardize investigative activities and to protect the privacy of residents, the following procedures apply to the release of information, once a case file is created:

1. Except in accordance with the direction of the City Attorney or to comply with a subpoena, the City shall not disclose:
 - a. That a complaint about a particular incident has been filed,
 - b. The fact that a case is pending, or
 - c. That a particular complaint is under investigation.
2. The City shall advise the complaining party that the complaint has been received and is under investigation.
3. Upon request, in accordance with the Public Records Act, the City shall disclose:
 - a. The date on which a citation has been set for court trial,
 - b. The date which has been set for a hearing before a Hearing Officer,

Attachment C

- c. The fact that a civil lawsuit has been filed and served.
- 4. Upon the closing of a case initiated by a private party's complaint, the complainant will be advised of the result, if so requested by the complainant.
- 5. Any information developed during the investigation shall be released only to City personnel actively and directly involved in the enforcement action.

EXHIBIT A – Administrative Citation Form



CITY OF LEMON GROVE ADMINISTRATIVE CITATION

A) TYPE OF VIOLATION

Circle One: Warning 1st Citation \$100 2nd Citation \$200 3rd Citation \$500 4th Citation \$1,000

Payment of \$ _____ is due no later than _____ to the City of Lemon Grove.
The City accepts cash, check or credit card.

If the violation is not corrected by the date specified therein and/or payment is not received by the date above, the next level of citation may be issued, other enforcement actions may occur, and penalties may be assessed (25% and interest at the rate of 10% per month). Payment of fine does not excuse or discharge the failure to correct violation identified below.

B) RESPONSIBLE PARTY INFORMATION

Person Cited: _____ (Last Name) _____ (First Name)

Circle One: Property Owner Tenant Business Owner Other _____

Mailing Address: _____

Business Name (if applicable): _____

C) VIOLATION(S) INFORMATION

Date (Violation Observed): _____ Time (Violation Observed): _____

Location of Violation: _____ (Street Address) _____ (APN)

Violation(s) Observed (Code Section and Description):

D) CORRECTION(S) REQUIRED (with date to complete corrections)

E) SERVICING CITATION INFORMATION

Enforcing Officer Name _____ Phone No. _____ Signature _____ Date _____

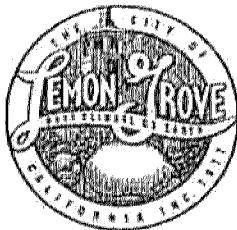
Person Cited – Signature Acknowledging Receipt _____ (Date) _____

Citation Served (circle one): In Person By Mail Posted on Property

This citation may be appealed within thirty (30) days from date of correction identified in Section D. To request an appeal, a Request an Appeal Hearing form (available at City Hall) should be completed and returned to City Hall. In the event a Hardship Waiver is requested, the Request for an Appeal Hearing and Hardship Waiver forms are required within fifteen (15) days from the correction date identified in Section D.

Attachment C

EXHIBIT B – Request for Appeal Hearing Form



CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945
Telephone (619) 825-3800
Fax (619) 825-3804

REQUEST FOR APPEAL HEARING FOR AN ADMINISTRATIVE CITATION

Name: _____

Address of Violation: _____

Day Phone: _____ Other Phone: _____

Mailing Address (if different): _____

Violation of Code (see Section C of Citation): _____

Please state the reason(s) for the request. The Municipal Code allows the recipient of an Administrative Citation to contest whether a violation(s) exist or whether they are the Responsible Person. If you require more space, please attach additional sheets.

Appellant's Statement

I declare under penalty of perjury that the facts stated are true and correct to the best of my knowledge.

Signature _____

Date _____

Process for Submitting Request for an Appeal Hearing:

- 1) An individual requesting an appeal hearing must submit this form to the City on or before 30 days from the date of correction identified in Section D of the Citation.
- 2) The individual requesting an appeal must deposit with the City the amount of the citation fine along with this form.
- 3) If the individual requesting the appeal hearing requests a Hardship Waiver, this form and the Request for a Hardship Waiver are due on or before 15 days from the date of correction identified in Section D of the Citation.
- 4) A Request for Hardship Waiver form is available at City Hall.
- 5) A hearing will be established between 15 and 60 days from receipt of this form with a Hearing Officer appointed by the City Council of the City of Lemon Grove.

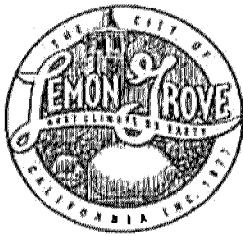
OFFICIAL USE ONLY

Received on: _____
Date: _____

Within Deadline: _____
Yes or No

Completed Form: _____
Yes or No

EXHIBIT C – Request for Hardship Waiver Form



CITY OF LEMON GROVE
3232 Main Street
Lemon Grove, CA 91945
Telephone (619) 825-3800
Fax (619) 825-3804

REQUEST FOR HARDSHIP WAIVER FOR ADVANCE DEPOSIT REQUIREMENT

Name: _____

Address of Violation: _____

Day Phone: _____ Other Phone: _____

Mailing Address (if different): _____

Fine Amount on Citation: _____ Present Employer: _____

Social Security #: _____ Driver's License #: _____

List of Family Members Living with You:

Name	Relationship	Age	Employer
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Family Income (before taxes and deductions from ALL sources):

Employment: \$ _____	Child Support: \$ _____
Spouse Employment: \$ _____	Spousal Support: \$ _____
Unemployment: \$ _____	Pension/Retirement: \$ _____
Welfare/SSI/ADC: \$ _____	Other: \$ _____
TOTAL INCOME: \$ _____	

Monthly Expenses

Rent/Mortgage: \$ _____	Payroll Deductions: \$ _____
Child Care: \$ _____	Medical Expenses: \$ _____
Transportation Costs: \$ _____	
TOTAL EXPENSES: \$ _____	

Attachment C

Assets

Savings Account: \$ _____
Other Cash Assets: \$ _____

Checking Account: \$ _____
Other Assets: \$ _____

TOTAL ASSETS: \$ _____

Submit with Request for Hardship Waiver form copies of (if applicable):

- Last year's tax return (with W-2s or 1099s)
- Pay stubs for last 2-week period
- Other _____
- Utility billing with Lifeline rates
- Recent Chapter 7 Bankruptcy filing

I declare under penalty of perjury that the information contained herein are full and true statements of my assets and obligation to the best of my knowledge and belief. The undersigned authorizes the City of Lemon Grove to contact my employer, if any, listed above without further notice.

I understand that this hardship consideration is for the deferral of the administrative citation fine during the appeal hearing process. If during the appeal hearing process the citation is found to be valid, the full amount of the citation fine is due and payable.

Print Name

Signature

Date

Process for Submitting Request for a Hardship Waiver:

- 1) An individual requesting a Hardship Waiver must submit this form with the Request for an Appeal Hearing on or before 15 days from the date of correction identified in Section D of the Citation.
- 2) The Hardship Waiver will be reviewed by the City Manager, or his or her designee.
- 3) The City Manager's determination in granting the Hardship Waiver is final and not subject to appeal or judicial review.
- 4) If the Hardship Waiver is denied, the appellant is required to deposit the fine amount within ten (10) calendar days of the City Manager's Notice of Denial. Failure to deposit the fine shall cancel the request for an appeal hearing and will render the fine delinquent.

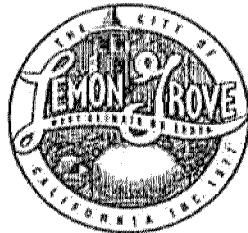
OFFICIAL USE ONLY

Received on: _____
Date _____

Within Deadline: _____
Yes or No _____

Completed Form: _____
Yes or No _____

EXHIBIT D – Notice of Appeal Hearing



CITY OF LEMON GROVE

3232 Main Street
Lemon Grove, CA 91945
Telephone (619) 825-3800
Fax (619) 825-3804

NOTICE OF APPEAL HEARING FOR ADMINISTRATIVE CITATION

DATE

Requestor: John Doe
1111 Anywhere Street
City, State zipcode

Please be informed that your request for an Appeal Hearing for Administrative Citation shall be heard as follows:

Date: May xx, 2006
Time: 10:00 A.M.
Location 3232 Main Street
Lemon Grove, CA
City Hall Conference Room

The hearing procedures shall be in accordance with the Lemon Grove Municipal Code Section 1.12.012 and the Administrative Citation Procedures Manual (see attachment).

You may have legal representation at the hearing. However, you must provide written notification to the Hearing Officer and the City's Enforcement Officer of the attorney's name, address, and phone number at least seven (7) calendar days prior to the hearing:

Assigned Hearing Officer: Mr. or Ms. _____, Hearing Officer
c/o Robert Larkins
3232 Main Street
Lemon Grove, CA 91945

Failure of the Responsible Person, either personally or through counsel, to appear at the appeal hearing shall constitute a forfeiture of the fine and will exhaust his or her administrative remedies. As an option, you are afforded one opportunity to reschedule the hearing, only if the request is made at least five (5) days prior to the scheduled hearing. Requests for rescheduling within five (5) days of the hearing must be considered for good cause (illness, death, emergency situation, etc.) and must be substantiated. The Hearing Officer will consider whether to reschedule the hearing. The request to reschedule the hearing must be made in writing and delivered or received at the address above at least five (5) days before the scheduled hearing.

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 1.H
Mtg. Date April 19, 2016
Dept. Development Services

Item Title: Professional Services Agreement Addenda with CityPlace Planning

Staff Contact: David De Vries, Development Services Director

Recommendation:

Adopt a resolution (**Attachment A**) approving an addenda to a Planning Project Agreement (**Attachment A – Exhibit 1**) with CityPlace Planning.

Item Summary:

In 2015, the City contracted with Cal Poly San Luis Obispo's Design Studio (Cal Poly) team to conduct public outreach and prepare a draft community profile and general plan update. Thereafter, the City contracted with CityPlace Planning to coordinate two community workshops, assist in the February 16, 2016 public hearing with City Council and assist in the preparation of the Draft General Plan Update and in the selection of consultants for a Program Environmental Impact Report (PEIR) for the General Plan. These services were contracted for under the Purchasing Ordinance provisions providing authority of the City Manager for contracts for professional services under \$30,000. A request for proposal was not conducted since CityPlace Planning prepared the City's 2014 Health & Wellness Element and was a firm exceedingly familiar with the City's General Plan. The City Manager may waive the requirements for solicitation of multiple proposals if only one individual or firm can provide the professional services. A second addenda to the contract is needed for CityPlace Planning to further assist the City in the review, preparation, and completion of the General Plan Update and the PEIR and related public hearings and outreach. The addendum for \$26,920 will allow for assistance through the adoption of the General Plan. The total contract will now be for \$56,590. Additional costs anticipated for the General Plan Update include the contract under consideration with Dudek for the preparation of the PEIR. The attached (**Attachment A – Exhibit 1**) includes the full contract with addendas and a budget and a scope of work for completion by CityPlace.

Fiscal Impact:

\$26,920 in additional professional services for the General Plan Update.

Environmental Review:

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

Public Information:

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

Attachments:

A. Resolution

Attachment A

RESOLUTION NO. 2016-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING AN ADDENDA TO AN AGREEMENT WITH CITYPLACE PLANNING FOR PLANNING PROFESSIONAL SERVICES IN THE CITY OF LEMON GROVE

WHEREAS, The Lemon Grove General Plan was adopted in 1996. Subsequently, the City has adopted the 2001 Broadway Commercial Project Specific Plan, the 2005 Downtown Village Specific Plan, the 2006 Bikeways Master Plan, the 2010-2020 Housing Element, and the 2014 Health & Wellness Element; and

WHEREAS, General Plans are encouraged to be updated every 20 to 25 years per 2003 State Guidelines for General Plans; and

WHEREAS, the City Council identified an update to the Lemon Grove General Plan as a priority goal in FY15-16 and FY16-17 and budgeted funding for the General Plan update; and

WHEREAS, on August 4, 2015, the City Council adopted Resolution 2015-3357 approving a sponsored project agreement with Cal Poly San Luis Obispo's (SLO) Design Studio Team to conduct public outreach and prepare a draft community profile and general plan update; and

WHEREAS, on September 15, 2015 and October 6, 2016, the City Council formed a 14 member adhoc focus group to advise city staff and the SLO Design Studio on its efforts with the general plan outreach and assist with identifying issues and opportunities; and

WHEREAS, In January 7, 2016, in order to build on the efforts of the SLO Design Studio, city staff contracted with CityPlace Planning (Circulate San Diego subconsultant) to lead two community workshops related to the general plan and assist in the review of the SLO Design Studio's draft general plan and a subsequent addenda was executed on March 23, 2016 to further assist in the review and preparation of the draft general plan update and the consultant selection and scope for the preparation of a Program Environmental Impact Report (PEIR) for the general plan update; and

WHEREAS, extensive public outreach was provided towards the preparation of the draft general plan and community profile including: 1) SLO Design Studio contact with over 120 youth and 500 adults through interviews and surveys both online and in person; 2) three focus group meetings and related assignments; 3) On January 21, 2016, a community workshop was conducted on community design and economic development by CityPlace Planning; 4) On January 30, 2016, a community workshop was conducted on street development and circulation by Circulate San Diego; and 5) On February 16, 2016, a joint community and City Council public hearing was conducted and the City Council provided feedback related to the draft General Plan update; and

WHEREAS, public notifications for workshops and hearings were sent via listserve, newsflash, and updates were posted on social media and the general plan update webpage and focus group members and community workshop attendees were also notified upcoming events; and

WHEREAS, CityPlace Planning has special knowledge and expertise regarding the Lemon Grove General Plan based on their recent experience preparing the City's 2014 Health and Wellness Element; and

Attachment B

WHEREAS, CityPlace Planning has agreed to the attached professional agreement terms and scope of work as presented herein (**Exhibit 1**); and

WHEREAS, staff believes that CityPlace Planning has and will provide adequate assistance towards the preparation of a successful planning project; and

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

1. Approves a second addenda with scope of work to an agreement (**Exhibit 1**) with CityPlace Planning; and
2. Authorizes the City Manager or designee to execute and manage all contractual documents. |

|||||
|||||

Attachment A

AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
CITYPLACE PLANNING, INC.

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and CITYPLACE PLANNING, INC., a professional planning firm (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide professional planning services.

WHEREAS, the CITY has determined that the CONTRACTOR is a professional planning firm and is qualified by experience, specific project knowledge, and ability to perform the Project Manager and supporting planning services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

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

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

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services for the General Plan Update as further defined in the attached Exhibit "A" beginning on page 13.

The CONTRACTOR shall be responsible for providing community outreach and policy document review services towards the completion of the General Plan Update consistent with the budget and scope of work in Exhibit "A". The CONTRACTOR shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY and as referenced in Exhibit "A". The CONTRACTOR shall appear at meetings cited.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the

Attachment A

CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services.

3. PROJECT COORDINATION AND SUPERVISION.

Dave DeVries, Acting Development Services Director hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single professional planner to act as the Project Director, or Principal in Charge, to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Claudia Tedford, Principal thereby is designated as the Project Director for the CONTRACTOR.

4. COMPENSATION AND PAYMENT. The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the base amount of \$20,670, without prior written authorization from the City's Project Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the CITY.

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

5. LENGTH OF AGREEMENT. The duration of this agreement will be until July 31, 2016 unless an extension is otherwise mutually agreed upon and approved.

6. DISPOSITION AND OWNERSHIP OF DOCUMENTS. The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the CONTRACTOR discharges the City of all of the City's payment obligations and liabilities under this agreement.

Contemporaneously with the transfer of documents, the CONTRACTOR hereby assigns to the CITY and CONTRACTOR thereby expressly waives and disclaims, any copyright in, and the right to reproduce, all written material, drawings, plans, specifications or other work prepared under this agreement, except upon the CITY's prior authorization regarding reproduction, which authorization shall not be

Attachment A

unreasonably withheld. The CONTRACTOR shall, upon request of the CITY, execute any further document(s) necessary to further effectuate this waiver and disclaimer.

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

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

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

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

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

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

Attachment A

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

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession. Submittals Required with the Agreement. Failure of the CONTRACTOR to provide the following documentation with the executed agreement will cause delay in the agreement being executed by the City:

- A. Insurance as specified in Section 15 of this agreement;
- B. Taxpayer Identification Number (W-9)
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- C. IRS Letter of Non-Profit 501 (c) (3) (If Applicable);
- D. City Business License;

11. **STANDARD OF CARE.**

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

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

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

D. City's Right to Terminate for Default. If the CONTRACTOR fails to perform or adequately perform any obligation required by this agreement, the CONTRACTOR's failure constitutes a Default. If the CONTRACTOR fails to

Attachment A

satisfactorily cure a Default within ten (10) calendar days of receiving a written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the CONTRACTOR, and any person claiming any rights by or through the CONTRACTOR under this Agreement. The rights and remedies of the City enumerated in this paragraph are cumulative and shall not limit the City's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the City against the CONTRACTOR.

12. NON-DISCRIMINATION PROVISIONS. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

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

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

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

Attachment A

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

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

- A. If checked, Professional Liability Insurance (errors and omissions) with minimum limits of \$1,000,000 per occurrence.
- B. Automobile insurance covering all bodily injury and property damage incurred during the performance of this Agreement, with a minimum coverage of \$1,000,000 combined single limit per accident. Such automobile insurance shall include hired and non-owned vehicles.
- C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all personal injury, bodily injury and property damage arising out of its operation under this Agreement. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.
- D. Workers' compensation insurance covering all of CONTRACTOR's employees. The CONTRACTOR shall comply with all of the provisions of the Worker's 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 CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement. That policy shall provide a minimum of \$1,000,000 of employer's liability coverage, and the CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

Attachment A

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

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

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

H. Deductibles. All deductibles on any policy shall be the responsibility of the CONTRACTOR.

I. **Specific Provisions Required.** Each policy required under this section shall expressly provide, and an endorsement shall be submitted to the City, that:

1. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement form CG 20 12, or equivalent, which shall be submitted to the CITY.

2. The Policies cannot be canceled, non renewed or materially changed except after thirty (30) calendar days prior written notice by the CONTRACTOR to the CITY by certified mail, as reflected in an endorsement which shall be submitted to the CITY except for non-payment of premium, in which case ten (10) days notice will be provided.

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

4. The CONTRACTOR may obtain additional insurance not required by this Agreement.

16. **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.

17. **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

Attachment A

Mediation Rules of the American Arbitration Association (the "AAA"). The costs of mediation shall be borne equally by the parties.

If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the City's request, the CONTRACTOR, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The CONTRACTORs assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

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

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

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

F. The termination of the services shall be effective upon receipt of the notice by the CONTRACTOR.

19. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the

Attachment A

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

To the CITY: David De Vries, Acting Development Services Director
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: Claudia Tedford, Principal
CityPlace Planning, Inc.
501 West Broadway, Suite A-143
San Diego, CA 92101

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.

20. CONFLICT OF INTEREST AND POLITICAL REFORM ACT

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

If the CONTRACTOR violates any conflict of interest laws or any of these provisions in this section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the CITY for attorney fees and all damages sustained as a result of the violation.

Attachment A

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

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

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

21. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

I. *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.

Attachment A

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.

L. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

Attachment A

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

CITY OF LEMON GROVE

By:

Mike James
Acting City Manager

APPROVED AS TO FORM

By:

James P. Lough
City Attorney

CITYPLACE PLANNING, INC. *only 1 officer*
(Corporation - signatures of two corporate officers)
(Partnership - one signature)
(Sole proprietorship - one signature)

By:

Claudia Loeffelholz
(Name)
Principal
(Title)

By:

(Name)

(Title)

Attachment A

EXHIBIT "A"



Quote for Professional Services

From: Claudia Tedford, AICP
CityPlace Planning
601 W Broadway A-143
San Diego, CA 92101

Date: 12/17/16

To: David De Vries, Acting Community
Development Director

RE: General Plan Consultant Scope of Services

CityPlace Planning, Inc. to serve as the prime contractor and Circulate San Diego to serve as the subcontractor to provide professional urban planning and policy services, community outreach expertise and other professional services necessary to deliver the following

Task	Description	Timeline	Staff Name and Title	Estimated Hours to Complete			
				Fully Loaded Billing Rate	Hours	Total	
1	Project Administration/Project Management	Up to six (6) meetings with Project Team and General Administration	December 2015 - July 2016	Claudia Tedford, Principal	\$140.00	20	\$2,800
2	Document Review and Comment	Review of full draft General Plan Elements prepared by students from Cal Poly San Luis Obispo. Review for consistency and to ensure adherence to new State of CA General Plan guidelines. Provide full set of comments	December 2015 - July 2016	Claudia Tedford, Principal	\$140.00	12	\$1,680
				Patricia Bluman, Senior Associate	\$110.00	36	\$3,780
				Kate Matchett, Senior Associate	\$110.00	4	\$440
3	Public Outreach Events	Planning, preparation, and facilitation of 3 workshops, presentation materials as needed	December 2015 - July 2016	Claudia Tedford, Principal	\$140.00	8	\$1,120
				Kate Matchett, Senior Associate	\$110.00	12	\$1,320
				Patricia Bluman, Senior Associate	\$110.00	4	\$440
4	City Council Presentation and Representation	Up to 3 (three) meetings or other meetings with Council	December 2015 - July 2016	Claudia Tedford, Principal	\$140.00	4	\$560
5	Direct Expenses	Printing, mileage, other reimbursable expenses	December 2015 - July 2016				\$500
				TOTALS:	58	\$12,545	

Claudia Tedford

Claudia Tedford, Principal
CityPlace Planning, Inc.

12/17/2015

Date

Contact Person: Claudia Tedford, AICP
Title: Principal
Telephone: (619) 245-8592
Email: claudia.tedford@cityplaceplanning.com

Attachment A



Creating excellent mobility choices and vibrant, healthy neighborhoods

From: Circulate San Diego
1111 6th Avenue, Suite 402
San Diego CA 92101

Quote for Professional Services

Date: 12/8/15

To: Claudia Tadford, AICP
CityPlace Planning
501 W Broadway A-143
San Diego CA 92101

RE: General Plan Subconsultant Scope of Services

Circulate San Diego to provide advanced mobility planning and other professional services necessary to deliver the following:

Task No.	Task Description	Task Deliverable(s)	Task Timeline	Staff Name and Title	Rate/Hours	Estimated Hours to Complete Task	Total
1	Project Administration	Up to six (6) meetings with Project Team and General Administration	December 2015 - July 2016	Brian Gaze, Director of Programs	\$125.00	15	\$1,875
2	Document Review and Comment	Up to two (2) reviews of draft documents as determined by City Project Manager, one set of comments and revisions per document	December 2015 - July 2016	Kathleen Ferler, Director of Advocacy	\$125.00	8	\$1,000
3	Public Outreach Events	Planning, preparation, and facilitation of 3 workshops, presentation materials as needed	December 2015 - July 2016	Brian Gaze, Director of Programs	\$125.00	9	\$1,125
				James Stone, Executive Director	\$125.00	9	\$1,125
				John Costello, Project Coordinator	\$100.00	9	\$900
				Jim Stone, Executive Director	\$125.00	3	\$375
4	City Council Presentation and Representation	Up to 1 (one) briefing or other meetings with council	December 2015 - July 2016				
5	Direct Expenses	Printing, mileage, other reimbursable expenses	December 2015 - July 2016				
						TOTALS	\$12,000

I certify that this quote for services shall remain valid for 60 days from the date listed above.

James D. Stone
James D. Stone
Circulate San Diego, Executive Director

12/17/15
Date

Attachment A

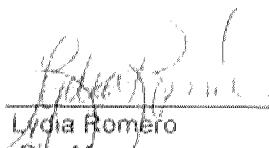
ADDENDA

Per Section 2 of AGREEMENT, The CONTRACTOR and CITY unilaterally agree to the following increase in Scope of Services (Exhibit "B") per AGREEMENT for professional planning services related to the City of Lemon Grove General Plan Update.

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

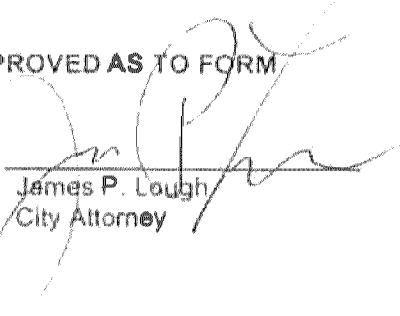
CITY OF LEMON GROVE

By:


Lydia Romero
City Manager
(Title)

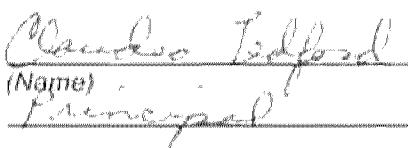
APPROVED AS TO FORM

By:

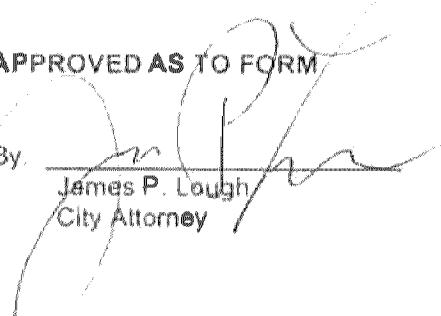

James P. Lough
City Attorney

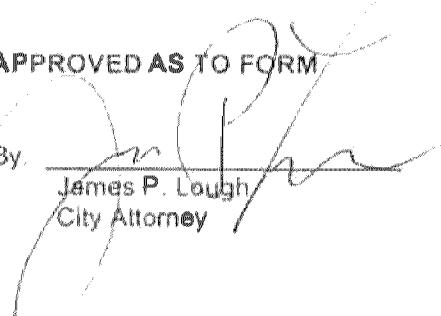
CITYPLACE PLANNING, INC. *or only 1 officer*
(Corporation – signatures of ~~two~~ corporate officers)
(Partnership – one signature)
(Sole proprietorship – one signature)

By:


(Name)
Michael Bedford

By:


(Name)


(Title)

Attachment A

EXHIBIT "B"



March 24, 2016

Turning policy into place

Mr. David De Vries, Development Services Director
City of Lemon Grove
Development Services Department
3232 Main Street
Lemon Grove, CA 91945

Re: Contract Addendum 1, Exhibit B

Dear Mr. De Vries:

This letter proposal describes the added services that make up Contract Addendum 1, Exhibit B to the Agreement between the City of Lemon Grove and CityPlace Planning, Inc. to provide professional planning services in support of the General Plan Update.

The additional services will include review of the draft General Plan submitted by the San Luis Obispo graduate students, preparation of the draft General Plan Elements, coordination with the EIR consultant team and City staff, and other tasks as requested.

CityPlace Planning will bill for time and materials at the same rates provided in Exhibit A, at an amount not to exceed \$9,000.00. CityPlace Planning will only bill for services requested by the City and provided by CityPlace Planning staff.

Please let me know if you have any comments or questions.

Sincerely,

A handwritten signature in black ink that reads "Claudia M. Tedford".

Claudia Tedford, AICP
Principal

Attachment A

ADDENDA 2

Per Section 2 of AGREEMENT, The CONTRACTOR and CITY unilaterally agree to the following increase in Scope of Services (Exhibit "C") per AGREEMENT for professional planning services related to the City of Lemon Grove General Plan Update.

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

CITY OF LEMON GROVE
signatures of two corporate officers

By: _____
Lydia Romero
City Manager
(*Title*)

CITYPLACE PLANNING, INC. *(Corporation –*
(Partnership – one signature)
(Sole proprietorship – one signature)

By: _____
(*Name*)

APPROVED AS TO FORM

By: _____
James P. Lough
City Attorney

By: _____
(*Name*)

(*Title*)

Attachment A

EXHIBIT "C"

April 7, 2016



Mr. David De Vries, Development Services Director
City of Lemon Grove
Development Services Department
3232 Main Street
Lemon Grove, CA 91945

Re: Contract Addendum 2, Exhibit C

Dear Mr. De Vries:

This letter proposal describes the added services that make up Contract Addendum 2, Exhibit C to the Agreement between the City of Lemon Grove and CityPlace Planning, Inc. to provide professional planning services in support of the General Plan Update.

The additional services will include the following:

- Review of the draft Program Environmental Impact Report (PEIR) for compliance with CEQA and State of California General Plan (GP) Guidelines, including comments and revisions;
- Review of the draft General Plan Update document for compliance with GP Guidelines and feedback from the community and City Council, including comments and revisions;
- Format the draft and final General Plan to match the formatting of the Health & Wellness Element;
- Attend and participate in up to four public hearings;
- Advise City staff on GP issues and opportunities; and
- Perform other related duties.

CityPlace Planning will bill for time and materials, using the same rates found in Exhibit A at an amount not to exceed \$26,920.00. CityPlace Planning will only bill for services requested by the City and provided by CityPlace Planning or Circulate San Diego staff. A detailed cost estimate is attached.

Please let me know if you have any comments or questions.

Sincerely,

Chloris by Bedford

Claudia Tedford, AICP
Principal

Attachment: Cost proposal

Attachment A

CityPlace Planning	Hours						Cost		
	KM	PB	CT	Total	Time	Materials	Total		
General Plan and PEIR Technical Assistance	36	28	142	186.0	\$ 26,920	\$ -	\$ 26,920		
Task 1 - Review of Draft PEIR Document Conduct up to two reviews of draft documents, provide comments and track changes for compliance with CEQA and GP guidelines	0	0	40	40.0	\$ 5,600.00	\$ -	\$ 5,600		
Task 2 - Review of Draft General Plan Update Document Conduct up to two reviews for compliance with GP guidelines, and community and City Council feedback, provide comments and track changes	16	16	16	48.0	\$ 5,760.00	\$ -	\$ 5,760		
Task 3 - Format Draft and Final GP Document Format Draft GP document, up to 2 sets of revisions Format Final GP document	20	0	2	22.0	\$ 2,480.00	\$ -	\$ 2,480		
Task 4 - Public Hearings Attend up to 4 public hearings, speak to issues, preparation	16	1	1	17.0	\$ 1,900	\$ -	\$ 1,900		
Task 5 - Advise City Staff on GP Issues and Opportunities As needed	4	1	1	5.0	\$ 580	\$ -	\$ 580		
Task 6 - Other Related Duties As needed	0	0	24	24.0	\$ 3,360.00	\$ -	\$ 3,360		
Task 7 - Meetings and Project Management Assumes up to 6 in person meetings, project management tasks, assumes all electronic reviews and submittals	0	0	20	20.0	\$ 2,800.00	\$ -	\$ 2,800		

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 1.1
Mtg. Date April 19, 2016
Dept. Development Services

Item Title: **Professional Services Agreement with Dudek for the Preparation of a Program Environmental Impact Report for the General Plan Update**

Staff Contact: David De Vries, Development Services Director

Recommendation:

Adopt a resolution (**Attachment B**) awarding an agreement with Dudek to provide a Program Environmental Impact Report (PEIR) with related assistance for the General Plan update.

Item Summary:

In support of the General Plan update efforts, the City invited firms to respond to a request for proposal (RFP) for the preparation of environmental compliance documents for the General Plan update. The RFP was publically advertised on March 16, 2016. Three firms submitted proposals and City staff, along with two outside panelists with related experience working with consultants on environmental documents, conducted interviews with all three firms on April 6, 2016. Staff and the panelists thoroughly reviewed each proposal. Based upon the proposals provided and interviews conducted, staff recommends that an agreement (**Attachment B**) is awarded to Dudek for an amount not to exceed \$142,290. Dudek was viewed as having the most related experience with the preparation of program environmental impact reports (PEIR) for General Plan updates, had staff available to expedite processing, provided policy analysis (other firms did not), provided rational tasks for completion within a tight time frame, made the greatest effort in understanding the community, and they also presented the lowest cost of the three firms. The project budget includes a contingency amount of \$5,500. Staff spoke with five individuals who have worked with Dudek and the project managers and four of the five had positive remarks, while one cautioned their practice with air quality analysis. Staff addressed the concern with Dudek and feels confident in their abilities to do the work assigned. The attached (**Attachment A – Exhibit 1**) includes the full contract and a budget and a scope of work for completion.

Fiscal Impact:

\$142,290 in professional services for the General Plan Update.

Environmental Review:

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

Public Information:

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

Attachments:

A. Resolution with Agreement

Attachment A

RESOLUTION NO.:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AWARDING AN AGREEMENT TO PREPARE A PROGRAM ENVIRONMENTAL IMPACT REPORT FOR THE GENERAL PLAN UPDATE

WHEREAS, The General Plan was adopted in 1996. Subsequently, the City has adopted the 2001 Broadway Commercial Project Specific Plan, the 2005 Downtown Village Specific Plan, the 2006 Bikeways Master Plan, the 2010-2020 Housing Element, and the 2014 Health & Wellness Element; and

WHEREAS, General Plans are encouraged to be updated every 20 to 25 years per 2003 State Guidelines for General Plans; and

WHEREAS, the City Council identified an update to the Lemon Grove General Plan as a priority goal in FY15-16 and FY16-17 and budgeted funding for the General Plan update; and

WHEREAS, on August 4, 2015, the City Council adopted Resolution 2015-3357 approving a sponsored project agreement with Cal Poly San Luis Obispo's (SLO) Design Studio Team to conduct public outreach and prepare a draft community profile and General Plan update; and

WHEREAS, on September 15, 2015 and October 6, 2016, the City Council formed a 14 member adhoc focus group to advise city staff and the SLO Design Studio on its efforts with the General Plan outreach and assist with identifying issues and opportunities; and

WHEREAS, extensive public outreach was provided towards the preparation of the draft General Plan and community profile including: 1) SLO Design Studio contact with over 120 youth and 500 adults through interviews and surveys both online and in person; 2) three focus group meetings and related assignments; 3) On January 21, 2016, a community workshop was conducted on community design and economic development by CityPlace Planning; 4) On January 30, 2016, a community workshop was conducted on street development and circulation by Circulate San Diego; and 5) On February 16, 2016, a joint community and City Council public hearing was conducted and the City Council provided feedback related to the draft General Plan update; and

WHEREAS, public notifications for workshops and hearings were sent via listserve, newsflash, and updates were posted on social media and the General Plan update webpage and focus group members and community workshop attendees were also notified about upcoming events; and

WHEREAS, on March 16, 2016, a request for proposals was publicly advertised and three responses were received from Dudek, REC, and Rick Engineering; and

WHEREAS, Dudek has special knowledge and expertise related to General Plan PEIR's based on their recent experience; and

WHEREAS, staff concluded that Dudek submitted a responsive and responsible proposal in the amount of \$142,290.00; and

WHEREAS, the City Council finds it in the public interest that an agreement for said services is awarded to Dudek; and

WHEREAS, Dudek has agreed to the attached professional agreement terms and scope of work as presented herein (**Exhibit 1**); and

Attachment A

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

1. Awards an agreement (**Exhibit 1**) to Dudek for \$142,290.00 (optional items may be considered by subsequent resolution); and
2. Authorizes the City Manager or designee to execute agreement and manage all project documentation.

|||||
|||||

Attachment A - Exhibit 1

AGREEMENT FOR ENVIRONMENTAL COMPLIANCE DOCUMENTS
RELATED TO THE CITY OF LEMON GROVE GENERAL PLAN UPDATE
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
DUDEK

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and Dudek, a professional environmental firm (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide professional environmental services.

WHEREAS, the CITY has determined that the CONTRACTOR is a professional environmental firm and is qualified by experience, specific project knowledge, and ability to perform the Project Manager and supporting environmental services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

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

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

2. **SCOPE OF SERVICES.** The CONTRACTOR will perform services for the preparation and certification of California Environmental Quality Act (CEQA) Compliance Documents for the General Plan Update as further defined in the attached Exhibit "A" beginning on page 11.

The CONTRACTOR shall be responsible for providing services for the preparation and certification of California Environmental Quality Act (CEQA) Compliance Documents for the General Plan Update consistent with the budget and scope of work in Exhibit "A". The CONTRACTOR shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY and as referenced in Exhibit "A". The CONTRACTOR shall appear at meetings cited.

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

3. **PROJECT COORDINATION AND SUPERVISION.**

David DeVries, Development Services Director, is hereby designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single professional analyst to act as the Project Director, or Principal in Charge, to provide supervision and have overall responsibility for the progress and

Attachment A - Exhibit I

execution of this Agreement for the CONTRACTOR. Carey Fernandes thereby is designated as the Project Director for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed the base amount of \$142,290.00 (optional tasks will be considered under a separate agreement), without prior written authorization from the City's Project Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the CITY.

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

5. **LENGTH OF AGREEMENT.** The duration of this agreement will be until November 30, 2016 unless an extension is otherwise mutually agreed upon and approved.

6. **DISPOSITION AND OWNERSHIP OF DOCUMENTS.** The Memoranda, Reports, Maps, Drawings, Plans, Specifications and other documents prepared by the CONTRACTOR for this Project, whether paper or electronic, shall become the property of the CITY for use with respect to this Project, and shall be turned over to the CITY upon completion of the Project, or any phase thereof, as contemplated by this Agreement. By accepting payment for completion, filing and delivering documents as called for in this paragraph, the CONTRACTOR discharges the City of all of the City's payment obligations and liabilities under this agreement.

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

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

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

Attachment A - Exhibit 1

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

This Agreement contemplates the personal services of the CONTRACTOR and the CONTRACTOR's employees, and it is recognized by the parties that a substantial inducement to the CITY for entering into this Agreement was, and is, the professional reputation and competence of the CONTRACTOR and its employees. Neither this Agreement nor any interest herein may be assigned by the CONTRACTOR without the prior written consent of the CITY. Nothing herein contained is intended to prevent the CONTRACTOR from employing or hiring as many employees, or subcontractors, as the CONTRACTOR may deem necessary for the proper and efficient performance of this Agreement. All agreements by CONTRACTOR with its subcontractor(s) shall require the subcontractor to adhere to the applicable terms of this Agreement.

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

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

10. **LICENSES, PERMITS, ETC.** The CONTRACTOR represents and covenants that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. The CONTRACTOR represents and covenants that the CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for the CONTRACTOR to practice its profession. Submittals Required with the Agreement. Failure of the CONTRACTOR to provide the following documentation with the executed agreement will cause delay in the agreement being executed by the City:

- A. Insurance as specified in Section 15 of this agreement;
- B. Taxpayer Identification Number (W-9)
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- C. IRS Letter of Non-Profit 501 (c) (3) (If Applicable);
- D. City Business License;

11. **STANDARD OF CARE.**

A. The CONTRACTOR, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill ordinarily exercised by members of the CONTRACTOR'S trade or profession currently practicing under similar conditions and in

Attachment A - Exhibit I

similar locations. The CONTRACTOR shall take all special precautions necessary to protect the CONTRACTOR's employees and members of the public from risk of harm arising out of the nature of the work and/or the conditions of the work site.

B. Unless disclosed in writing prior to the date of this agreement, the CONTRACTOR warrants to the CITY that it is not now, nor has it for the five (5) years preceding, been debarred by a governmental agency or involved in debarment, arbitration or litigation proceedings concerning the CONTRACTOR's professional performance or the furnishing of materials or services relating thereto.

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

D. City's Right to Terminate for Default. If the CONTRACTOR fails to perform or adequately perform any obligation required by this agreement, the CONTRACTOR's failure constitutes a Default. If the CONTRACTOR fails to satisfactorily cure a Default within ten (10) calendar days of receiving a written notice from the City specifying the nature of the Default, the City may immediately cancel and/or terminate this Agreement, and terminate each and every right of the CONTRACTOR, and any person claiming any rights by or through the CONTRACTOR under this Agreement. The rights and remedies of the City enumerated in this paragraph are cumulative and shall not limit the City's rights under any other provision of this Agreement, or otherwise waive or deny any right or remedy, at law or in equity, existing as of the date of this Agreement or enacted or established at a later date, that may be available to the City against the CONTRACTOR.

12. NON-DISCRIMINATION PROVISIONS. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. The CONTRACTOR will take positive action to insure that applicants are employed without regard to their age, race, color, ancestry, religion, sex, sexual orientation, marital status, national origin, physical handicap, or medical condition. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the CITY setting forth the provisions of this non-discrimination clause.

13. CONFIDENTIAL INFORMATION. The CITY may from time to time communicate to the CONTRACTOR certain confidential information to enable the CONTRACTOR to effectively perform the services to be provided herein. The CONTRACTOR shall treat all such information as confidential and shall not disclose any part thereof without the prior written consent of the CITY. The CONTRACTOR shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services to be provided herein. The foregoing obligation of this Section 13, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of the CONTRACTOR, hereafter disclosed in publicly available sources of information; (iii) is

Attachment A - Exhibit 1

already in the possession of the CONTRACTOR without any obligation of confidentiality; (iv) has been or is hereafter rightfully disclosed to the CONTRACTOR by a third party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party; or (v) is disclosed according to law or court order.

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

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

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

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

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

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

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all personal injury, bodily injury and property damage arising out of its operation under this Agreement. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.

D. Workers' compensation insurance covering all of CONTRACTOR's employees. The CONTRACTOR shall comply with all of the provisions of the Worker's 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 CITY and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the CITY or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONTRACTOR under this Agreement. That policy

Attachment A - Exhibit I

shall provide a minimum of \$1,000,000 of employer's liability coverage, and the CONTRACTOR shall provide an endorsement that the insurer waives the right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

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

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

H. Deductibles. All deductibles on any policy shall be the responsibility of the CONTRACTOR

I. **Specific Provisions Required.** Each policy required under this section shall expressly provide, and an endorsement shall be submitted to the City, that:

1. Said policies, except for the professional liability and worker's compensation policies, shall name the CITY and its officers, agents and employees as additional insureds. The CITY's Additional Insured status must be reflected on additional insured endorsement form CG 2012, or equivalent, which shall be submitted to the CITY.

2. The Policies cannot be canceled, non-renewed or materially changed except after thirty (30) calendar days prior written notice by the CONTRACTOR to the CITY by certified mail, as reflected in an endorsement which shall be submitted to the CITY except for non-payment of premium, in which case ten (10) days' notice will be provided.

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

4. The CONTRACTOR may obtain additional insurance not required by this Agreement.

16. **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.

17. **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.

If a third party dispute or litigation, or both, arises out of, or relates in any way to the services provided under this Agreement, upon the City's request, the CONTRACTOR, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The CONTRACTORs assistance includes, but is not limited to, providing professional consultations,

Attachment A - Exhibit 1

attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

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

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

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

F. The termination of the services shall be effective upon receipt of the notice by the CONTRACTOR.

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

Attachment A - Exhibit I

To the CITY: David De Vries, Development Services Director
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: Carey Fernandes, Principal
Dudek
605 Third St.
Encinitas, CA 92024

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.

20. CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS.

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

If the CONTRACTOR violates any conflict of interest laws or any of these provisions in this section, the violation shall be grounds for immediate termination of this Agreement. Further, the violation subjects the Contractor to liability to the CITY for attorney fees and all damages sustained as a result of the violation.

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

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

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

21. MISCELLANEOUS PROVISIONS.

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

Attachment A - Exhibit 1

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.

L. *Severability.* The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Agreement unenforceable, invalid, or illegal.

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

Attachment A - Exhibit I

CITY OF LEMON GROVE

DUDEK

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

Date: _____

Date: _____

By: _____
Lydia Romero
City Manager

By: _____
(Name) _____
(Title) _____

APPROVED AS TO FORM

Date: _____

Date: _____

By: _____
James P. Lough
City Attorney

By: _____
(Name) _____
(Title) _____

EXHIBIT A

DUDEK

CITY OF LEMON GROVE GENERAL PLAN UPDATE EIR

STATEMENT OF QUALIFICATIONS

PREPARED FOR
City of Lemon Grove



PREPARED BY
Dudek
605 Third Street
Encinitas, California 92024
800.450.1818
www.dudek.com

April 12, 2016

EXHIBIT A

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1 Cover Letter

April 12, 2016

David DeVries
City of Lemon Grove
Development Services Director
3232 Main Street
Lemon Grove, California 91945

Subject: City of Lemon Grove General Plan Update EIR

Dear Mr. DeVries:

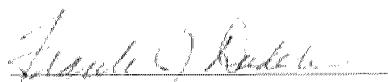
Dudek is excited for the opportunity to support the City of Lemon Grove (City's) goal to update its General Plan. Dudek planners are committed to helping California's cities create, plan, and implement a unique community vision. As a midsized firm, we not only offer a depth and variety of services, but our project managers are nimble problem solvers who stay involved in clients' projects from start to finish.

The Right Experience We understand that the City will be updating its General Plan with a focus on implementing complete streets and multimodal accessibility. An important component of the general plan process in California is preparation of an environmental document that reviews and evaluates proposed new land uses and infrastructure, as well as goals, policies, and implementation programs. A program environmental impact report (EIR) that is designed to facilitate future tiering of projects consistent with the General Plan Update can serve City staff well in streamlining future environmental review. As planning and California Environmental Quality Act (CEQA) experts, Dudek understands how to get the most out of a program-level environmental analysis. Recently, our team has successfully completed similar program-level environmental documents for the Cities of La Mesa, Carlsbad, Escondido, Santee, Upland, and Sierra Madre as well as County of Imperial. This experience and our depth of planning and environmental knowledge in Southern California will help us perform the requested work in a timely, thorough, and cost-effective manner.

Responsive and Experienced Project Team Our experienced and available project management team will manage all aspects of the project. Carey Fernandes, AICP, will serve as principal in charge. Ms. Fernandes has over 19 years' experience in planning and environmental impact analysis. Ms. Fernandes has prepared specific plans, ordinances, and CEQA documentation for cities and public clients throughout Southern California, including Lemon Grove and nearby La Mesa. Asha Bleier, project manager and main point of contact, will make this contract a top priority. Ms. Bleier has prepared numerous program-level CEQA documents for the San Diego region. She is well versed in implementing complete streets and is actively involved in Circulate San Diego as a Move Alliance member. In addition, Dudek's experience as contract-planning staff for local jurisdictions and preparing general plans and EIRs gives us a unique understanding of how best to accomplish the City's objectives for this project.

Dudek is willing to enter into a mutual agreement and final scope of work with the City of Lemon Grove. We look forward to this opportunity to work with your staff. If you have any questions, please feel free to contact Carey Fernandes at cfernandes@dudek.com or Asha Bleier at ableier@dudek.com.

Sincerely,


Frank Dudek,
President


Carey Fernandes, AICP
Principal

EXHIBIT A

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2 Project Personnel

Dudek has assembled a highly qualified team with extensive experience in the San Diego region to undertake this project. We will utilize our in-house environmental specialists to meet the needs of the project. Dudek staff members have recent experience as consulting planners on general plans, specific plans, and large planned developments. We have also included traffic consultant, Linscott, Law & Greenspan, Engineers (LLG), on our team. LLG has successfully completed traffic impact reports and complete streets assessments for general plan updates throughout the San Diego region. Dudek and LLG have a long history working together.

Under the careful direction of our project manager and task leaders, our team will provide the City with the environmental expertise necessary to efficiently complete a program-level EIR for the City's General Plan Update. The team organizational structure is shown in **Figure 1**. Brief team member biographies are provided below.

Principal in Charge

Carey Fernandes, AICP

Carey Fernandes is a senior project manager with 19 years' professional planning-related experience specializing in the planning, environmental, and development industries. Her diverse background of education and experience includes permit processing with local jurisdictions, coordination with public agency staff, preparation of CEQA and National Environmental Policy Act (NEPA) documents, project management, due diligence, and feasibility analysis.

As a senior project manager, she has worked on a number of planning documents, such as specific plans, comprehensive plans, and general plan updates. In addition, she has served as on-call planning staff for several public agencies. She has also served as project manager and primary author of many environmental review documents throughout San Diego and Imperial counties. She also works with several Native American tribes in the western United States in the preparation of tribal environmental documents. Through this experience, she has developed a broad understanding of policy, planning, and environmental issues.

EDUCATION

San Diego State University
MA, Public Administration, 1998

University of California, Santa Barbara
BA, English, 1993

CERTIFICATION

American Institute of Certified Planners
(AICP), Certificate No. 016067

PROFESSIONAL AFFILIATIONS

American Planning Association, Board of
Directors, 2000–2002, 2005–Present

Association of Environmental Professionals

EXHIBIT A

PROJECT PERSONNEL

Project Manager

Asha Bleier, AICP

Asha Bleier is a project manager with more than 10 years' experience in environmental planning and land development. Ms. Bleier has experience preparing planning reports, such as specific plans and general plans, as well as project-specific recommendations concerning land use, zoning, design, and environmental issues. She has managed several projects including master-planned residential communities, mixed-use, commercial, active recreation, large-scale solar farm's and public service facilities, each requiring extensive environmental analysis, and compliance with CEQA or NEPA.

Ms. Bleier currently serves as the professional development officer for the San Diego Section of the American Planning Association. She is also a member of San Diego's Complete Street Task Force and co-author of the white paper, *From Policy to Pavement - Implementing Complete Streets in the San Diego Region*, published in Spring 2012. The white paper equips local governments with a roadmap to successfully implement complete streets and, in turn, achieve an interconnected multi-modal network throughout the region. Her expertise also led her to serve as a panelist on Move San Diego's Move Alliance, which endorses early stage development projects in the San Diego region that demonstrate a commitment to transit-oriented development and smart growth principles.

CEQA Analyst

Shannon Wages, AICP

Shannon Wages, AICP is an environmental planner with over 13 years' experience specializing in managing long-range planning documents as well as complex land use entitlement projects. Ms. Wages has successfully managed the preparation of multiple general plans, specific plans, zoning ordinances, housing elements, downtown plans, visioning plans, corridor studies and economic feasibility studies, receiving several awards from the American Planning Association for her planning projects. Ms. Wages also helps cities implement their plans through entitling development projects or assisting with funding and financing mechanisms. She combines her experience in planning, urban design, development, and community outreach to achieve desired projects that realize the community's goals and objectives. From planning and conceptual design, to certificates of occupancy, Ms. Wages is involved throughout the process, facilitating positive growth and change in the communities she represents.

EDUCATION

University of California, Santa Barbara
BA, Environmental Studies,
Geography/Urban Planning
Emphasis, 2005

CERTIFICATIONS

AICP (issued 2012)
American Institute of Architects Associate,
No. 30528635
Leadership in Energy and Environmental
Design (LEED) Accredited Professional
(AP) Building Design and Construction
(BD+C)

PROFESSIONAL AFFILIATIONS

American Planning Association
American Institute of Architects
U.S. Green Building Council
Women in Architecture

EDUCATION

University of Southern California
MA, Urban Planning/Design, 2003
Brigham Young University
BA, Humanities/Spanish, 2000

CERTIFICATIONS

AICP

Cultural/Historic Resources

Micah Hale, PhD

Micah Hale has over 16 years' experience as a field director, ground stone analyst, flaked stone analyst, invertebrate analyst, and author. Dr. Hale currently functions as a principal investigator in project oversight including proposals, research designs, fieldwork, artifact analysis, and report authorship. He has experience conducting both academic and professional research in archaeology at the supervisory level in California, Arizona, Nevada, and Oregon, including work for Naval Facilities Engineering Command Southwest, California Department of Transportation, Western Area Power Administration, California State Parks, and various city and county agencies, and has worked directly for Native American groups.

Dr. Hale has supervised numerous large-scale surveys, test excavations, and data recovery programs. He has authored research designs, proposals, preliminary and final reports, historic preservation technical procedures, and stone tool analyses. Dr. Hale has integrated his personal research interests into projects and participated in professional symposia at local and national venues, including the Society for American Archaeology and the Society for California Archaeology.

Air Quality/GHG

Jennifer Reed

Jennifer Reed is an environmental planner with over 8 years' experience. She has been responsible for the management, research, and analysis of projects subject to compliance with the CEQA and NEPA. Ms. Reed has completed numerous environmental documents in support of a diverse range of public and private developments. She specializes in air quality and greenhouse gas (GHG) emissions technical analyses, and continues to be on the forefront of evolving science, emissions modeling computer programs, and regulatory framework. Ms. Reed has prepared air quality and GHG assessments for a wide variety of development projects throughout California, including large residential projects, commercial and retail projects, industrial projects, mixed-use developments, colleges and universities, healthcare facilities, energy projects, water and wastewater infrastructure, and transportation improvements, including Caltrans air quality analyses. Additionally, Ms. Reed has considerable experience in project planning and regulatory compliance pursuant to the California Coastal Act and has experience in land-use permit processing, constraints analysis, development feasibility studies, due diligence investigations, and various other land-use planning projects.

EDUCATION

University of California, Davis
PhD, Anthropology, 2009
California State University, Sacramento
MA, Anthropology, 2001

University of California, Davis
BS, Anthropology, 1996

CERTIFICATIONS

Register of Professional
Archaeologists, 2001

EDUCATION

University of California, Santa Barbara
BA, Environmental Studies, 2007
BA, Geography, 2007

PROFESSIONAL AFFILIATIONS

Association of Environmental Professionals
Air and Waste Management Association

EXHIBIT A

PROJECT PERSONNEL

Noise

Mike Greene, INCE Bd. Cert.

Mike Greene is an environmental specialist/acoustician with more than 23 years' professional experience in acoustical analysis and noise control engineering. Mr. Greene has conducted and participated in noise and vibration analyses for hundreds of transportation, commercial, industrial, and residential developments throughout California and the United States.

EDUCATION

University of California, San Diego
BS, Applied Mechanics, 1985

CERTIFICATIONS

INCE Bd. Cert.
County of San Diego Approved

As a project or task manager, Mr. Greene has conducted noise studies for industrial and commercial facilities ranging from hospitals to manufacturing plants to super-speedway facilities. He is experienced in the modeling of existing and future roadway noise impacts using the Federal Highway Administration Traffic Noise Model (TNM®) and is experienced with the use of both SoundPLAN and CadnaA, computer software programs for prediction and assessment of noise levels in the vicinity of industrial facilities and other noise sources such as roadways, railways, and airports.

Hydrology/Geology

Dylan Duvergé

Dylan Duvergé is an environmental analyst and hydrogeologist with 7 years' experience in the environmental industry and 5 years' experience providing technical analysis, geographic information systems (GIS) support, and project management support for renewable energy, water/wastewater, and resource management projects throughout California. He specializes in the environmental analysis of geologic and seismic hazards; soil, mineral, and paleontological resources; hydrology and groundwater; and visual resources. Mr. Duvergé's diverse experience includes supporting CEQA and NEPA projects with geospatial analysis and figure production in GIS, coordinating public notice and outreach, providing technical review, and providing field support for environmental site assessments, sampling, and lithologic logging.

EDUCATION

San Francisco State University
MS, Geosciences, 2011
University of California, Santa Cruz
BA, Environmental Studies, 2005

EXHIBIT A

PROJECT PERSONNEL

Biology

Brock Ortega

Brock Ortega has more than 23 years' experience as a wildlife biologist. He brings extensive expertise to his project teams in many areas, including mitigation monitoring, permitting issues related to wetland resources and threatened or endangered species, wildlife biology and management, ecological assessment, environmental impact assessment and mitigation, habitat remediation, endangered species management plan authorship, and project management. Mr. Ortega has conducted over 20,000 hours of focused and general wildlife surveys during his professional career.

Mr. Ortega is a recognized qualified surveyor for a number of listed and rare amphibian and mammal species and has federal permits for several species. He is U.S. Fish and Wildlife Service (USFWS)—authorized as an arroyo toad (*Bufo californicus*) emergency handler; USFWS and California Department of Fish and Wildlife—qualified to survey San Joaquin kit fox (*Vulpes macrotis mutica*) throughout its range; and USFWS and U.S. Forest Service (USFS)—qualified to survey arroyo toad, California red-legged frog (*Rana draytonii*), mountain yellow-legged frog (*Rana muscosa*), and Coachella Valley fringe-toed lizard (*Uma inornata*) throughout their range.

Traffic

John Keating

Mr. Keating has 30 years of professional traffic engineering experience. He has personally prepared, participated in or directed the preparation of about 1000 traffic impact studies, parking studies, and roadway projects.

Mr. Keating has worked closely with other professionals in the preparation and presentation of environmental documentation to citizens groups, local government engineers and planners, Transportation Commissions, Planning Commissions, and City Councils. He has also made presentations to the California Coastal Commission.

Mr. Keating has managed traffic studies for many of the highest profile projects in San Diego including the Qualcomm Stadium Expansion, San Diego Padres Ballpark, San Diego Airport Master Plan, San Diego Convention Center Expansion, San Diego Zoo Master Plan, SeaWorld Master Plan, the North Embarcadero Visionary Plan, the Downtown Federal Courthouse (under construction), the San Ysidro Border Crossing (under construction), the South Embarcadero Urban Design Plan, and the Naval Air Station North Island in Coronado, and the Del Mar Fairgrounds Master Plan.

EDUCATION

Humboldt State University
BS, Wildlife Biology and Management, 1991

CERTIFICATIONS

USFWS Federal 10a Survey Permit No. TE-813545-5

PROFESSIONAL AFFILIATIONS

American Ornithologists' Union
Association of Field Ornithologists
Cooper Ornithological Society
Wilson Ornithological Society
The Wildlife Society
Southern California Chapter of The Wildlife Society, Board Member

EDUCATION

University of Wisconsin, Madison
BS, Civil Engineering

CERTIFICATIONS

Civil Engineer, California (C43595)
Traffic Engineer, California (TR 1203)
Civil Engineer, Arizona (27067)
Professional Traffic Operations Engineer

EXHIBIT A

PROJECT PERSONNEL

Support Services

Dudek's team for the General Plan Update EIR will also be supported by our in-house GIS and technical editing and publications team.

GIS

Our GIS professionals provide services, from Global Positioning System (GPS)/mobile iPad data capture in the field and high-end analysis and modeling, to complex web-based application development with legacy integration to assist public agencies and private clients in achieving their goals. With an average of 1,200 GIS tasks completed annually for over 200 California-based clients, our staff is practiced in providing practical, cost-effective GIS solutions.

Technical Editing and Publications

Once the technical review is completed, Dudek editors will conduct an editorial review of each deliverable, following the agreed-upon style guide. Prior to submittal to the City, each document will be formatted by Dudek's publications staff. Dudek's publications production team verifies the quality of each formatted document before publication. Dudek's editorial team, in collaboration with the publications and information technology staff, will produce and publish the web versions of project deliverables.

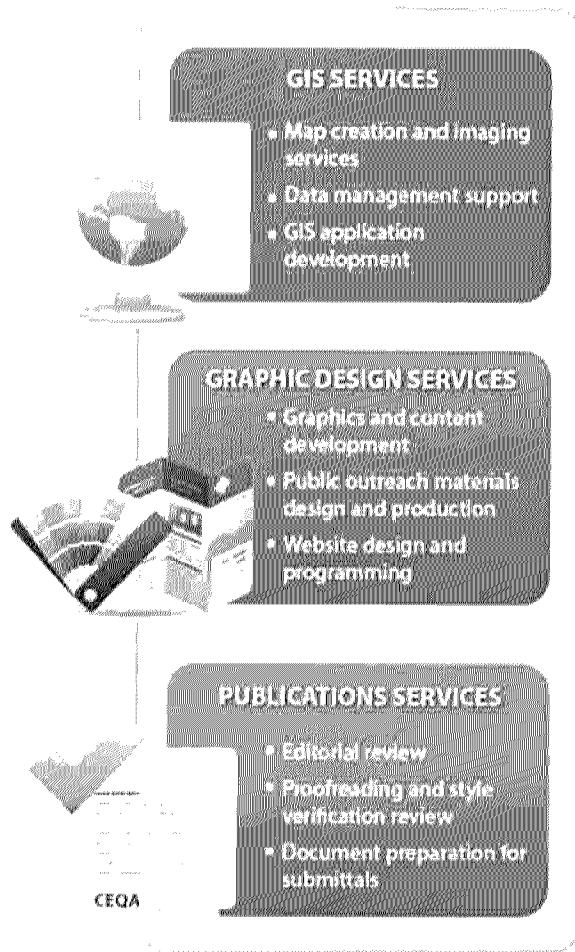


EXHIBIT A
PROJECT PERSONNEL

FIGURE 1. DUDEK TEAM ORGANIZATIONAL CHART

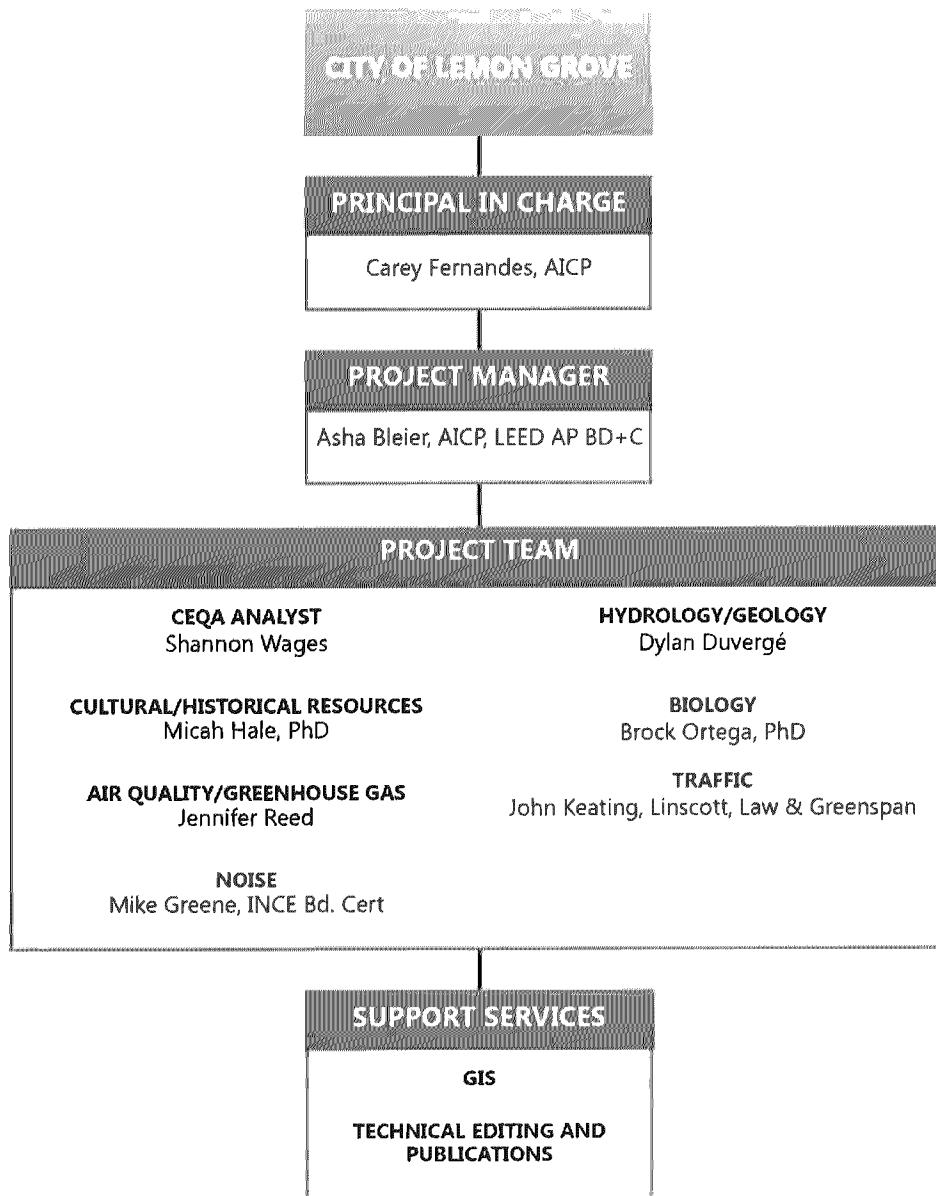


EXHIBIT A

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3 Discussion of Similar Projects

Lemon Grove Downtown Special Treatment Area Plan

Client:	City of Lemon Grove
Contact:	Carol Dick, Principal Planner, 619.825.3800, cdick@lemongrove.ca.gov
Project Completion Date:	2005
Budget:	\$150,000

Principal Carey Fernandes, as a planner formerly at Mooney Planning Collaborative, was the primary author of the specific plan and associated environmental documentation for the revitalization of downtown Lemon Grove. The Downtown Special Treatment Area Plan includes an approximately 10-block portion of Lemon Grove that contains a San Diego Trolley station, City Hall and other municipal buildings, and the original business district, oriented around the intersection of Lemon Grove Avenue and Broadway. Responsibilities included coordination of subcommittee meetings and two evening public outreach workshops, application of transit-oriented development policies to the specific plan, preparation of design guidelines and form-based zoning code standards, and preparation of environmental documentation to analyze and inform the specific plan.

La Mesa Mixed-Use Overlay Zone EIR

Client:	City of La Mesa
Contact:	Bill Chopyk, Planning and Development Services Director, 619.667.1187, bchopyk@ci.la-mesa.ca.us
Project Completion Date:	2008
Budget:	\$225,000

Dudek assisted the City of La Mesa (City) in preparing an EIR to allow for adoption of the City's Mixed-Use Urban Overlay Zone (MUUOZ), which would add regulations and standards to the zoning code to implement the objectives of the City's General Plan. New development is then subject to development standards of the MUUOZ, involving residential density, pedestrian orientation, building height, parking, and open space. The objective of the MUUOZ encourages smart growth land-use patterns, by orienting more density around existing public transit routes, such as the trolley line. Impacts analyzed in the EIR include traffic, air quality/climate change, and cumulative impacts.

The EIR for the M-U plan was a controversial project. You steered it through the minefield with great skill and grace.

Patricia Rutledge, Planner

EXHIBIT A

DISCUSSION OF SIMILAR PROJECTS

Carlsbad General Plan Update EIR

Client: Dyett & Bhatia
Contact: Rajeev Bhatia, President, 415.956.4300, rajeev@dyettandbhatia.com
Project Completion Date: Ongoing
Budget: \$175,000

Dudek subcontracted to Dyett & Bhatia (Planners) to assist the process of the General Plan Update for the City of Carlsbad. Dudek's involvement in the update process included the following:

- **Working Papers** – Dudek prepared working papers that served as a foundation for updating the goals, policies, and programs in the open space and natural environment, history, arts, and cultural resources elements. Dudek also prepared the background and regulatory setting, and assisted with policy development for energy, GHG emissions, and climate change.
- **Plan and Policy Alternatives** – Dudek was part of the consultant team that provided direction regarding potential environmental constraints for the formulation of land use alternatives, in accordance with CEQA requirements.
- **Draft General Plan** – Dudek worked closely with Dyett & Bhatia during the policy development of the Draft General Plan, including development of the Preferred Plan.
- **Environmental Review (Draft and Final Program EIR)** – Dudek is responsible for the following elements of the associated Program EIR: biological resources; hydrology and flooding; air quality; geology, soils, and seismicity; energy, GHGs, and climate change; public utilities and infrastructure – wastewater; historical, archaeological, and paleontological resources; noise; and hazardous materials.

Upland General Plan Update and EIR

Client: City of Upland
Contact: Jeff Zwack, Development Services Director, 909.931.4148
Project Completion Date: 2015
Budget: \$350,000 (GP Update and EIR)

Shannon Wages, while with her former firm PlaceWorks, prepared the General Plan Update and EIR. The program EIR for the Upland General Plan Update analyzed the environmental impacts associated with adoption and implementation of the General Plan Update and associated plans. Key issues included air quality, GHG emissions, historic resources, noise, and transportation and traffic. The EIR will help streamline future development projects that align with the General Plan.

EXHIBIT A

DISCUSSION OF SIMILAR PROJECTS

Sierra Madre General Plan Update and EIR

Client: City of Sierra Madre
Contact: Leticia Cardoso, Senior Planner, 626.355.7135
Project Completion Date: 2014
Budget: \$150,000

Shannon Wages, while with her former firm PlaceWorks, was the project manager for the City of Sierra Madre's General Plan Update project. The General Plan Update focused on maintaining the City's small-town feel and preserving the character of existing neighborhoods, while improving the neighborhoods and commercial districts and enhancing aging structures to meet current building standards and contemporary market needs. Some issues that were important to the City's residents and business owners that were specifically addressed in the updated General Plan and EIR were conserving open space and rural character, preserving and enhancing the City's historic fabric and resources, and ensuring adequate services and community/cultural activities continued to be provided.

Chula Vista Bayfront Master Plan EIR

Client: San Diego Unified Port District
Contact: Lesley Nishihiri, Senior Redevelopment Planner, 619.686.6469, lnishihiri@portofsandiego.org
Project Completion Date: 2010
Budget: \$1,300,000

The San Diego Unified Port District hired Dudek to assist with the revision and recirculation of a complex and high-profile EIR for the Chula Vista Bayfront Master Plan, a large-scale master plan redeveloping 550 acres of bayfront property, including state tidelands and uplands under the District's jurisdiction, as well as uplands under the City of Chula Vista's (City's) jurisdiction.

EIR issues amended and/or addressed for this project review include the following CEQA sections: aesthetics/visual quality, air quality, biology, cultural and paleontological resources, seismic/geologic hazards, hazards and hazardous materials/public safety, hydrology/drainage/water quality, land use, planning and zoning, noise, public services and energy, traffic/transportation/parking, population and housing, global warming, cumulative impacts, growth inducement, and other CEQA-mandated sections. The initial Draft EIR for the project was released for public review in September 2006, with the review period extended to January 2007. A discretionary action also included a land trade with the State Lands Commission, as well as coordination with the California Coastal Commission and joint lead agencies of the District and City. Resource permitting and coordination on the project continues.

Issues facing the project included significant biological impacts, which involved intricate communications and negotiations with wildlife agencies and local community groups. Most recently, the Port Commission and Chula Vista City Council approved the Chula Vista Bayfront Master Plan and a final EIR, which clears the path for development of waterfront property that has stood in limbo for more than 30 years.

EXHIBIT A

DISCUSSION OF SIMILAR PROJECTS

Calexico Zoning Code/Map and General Plan/Zoning Consistency Program

Client: City of Calexico
Contact: Armando G. Villa, Director of Planning & Community Development,
760.768.2105
Project Completion Date: Ongoing
Budget: \$100,000

The City of Calexico (City) contracted Dudek, in association with the Mooney Planning Collaborative (Mooney), to inventory all of the zoning designations and districts identified in the existing zoning ordinance, as well as the land use designations and associated policies identified in the general plan. Dudek and Mooney also conducted interviews with key City staff to determine the effectiveness and/or consistency of the planning tools offered in both documents, and they also conducted a public workshop to identify the community's concerns. Further, both zoning and general plan maps were reviewed to determine inconsistencies between the long-range vision and the implementation program, and Dudek and Mooney reviewed legislative and judicial changes in zoning that occurred during the past 10 years to assure compliance. Finally, the planning team identified a variety of zoning ordinance framework approaches to documents, with special focus on issues relating to the development of mixed-use zones in the downtown area, overlapping industrial zones with commercial uses, and state-mandated bonus densities and second unit program inclusion.

The data collected were compiled into a baseline report for the City Planning Commission and City Council review through workshops. A new ordinance was subsequently prepared based on City officials' confirmation on direction, including changes to the City's zoning map using GIS software and in coordination with the City's mapping staff, and incorporating approved subdivision and land use approvals. Finally, the Dudek/Mooney team developed a public outreach program in cooperation with City staff that ensured maximum stakeholder participation and effectiveness.

Escondido General Plan Update

Client: City of Escondido
Contact: Jay Petrek, City of Escondido, 760.839.4556
Project Completion Date: 2011
Budget: \$142,600

LLG prepared the Mobility Element portion of the City's General Plan Update. LLG was responsible for an inventory of existing conditions, future year traffic model calibrations, preparing a traffic model for the 2035 horizon year, focused model runs to selected areas of the City, and analyses of numerous scenarios. A Complete Streets mobility assessment, vehicle miles traveled analysis and a technical report for incorporation into the EIR were also prepared. The Traffic study for this project won LLG the Association of Environmental Professionals *Outstanding Technical Report of the Year* in 2013.

EXHIBIT A

DISCUSSION OF SIMILAR PROJECTS

Santee General Plan Update

Client: City of Santee
Contact: Doug Williford (former Santee Planning Director), City of Irvine,
949.724.6308
Project Completion Date: 2001
Budget: \$108,000

LLG completed the Circulation Element of the City of Santee General Plan. Future traffic volumes were determined using the appropriate SANDAG Traffic Forecast Model. Several alternative network scenarios were accessed. The analysis of over 50 intersections and 50 street segments was conducted for both the existing and future time frames. All modes of transportation were addressed. Recommendations were made to ensure that the proposed roadway network could accommodate the forecasted volumes.

County of Imperial General Plan Update

Client: City of Calexico
Contact: Jurg Heuberger, County of Imperial, 760.482.4236
Project Completion Date: 2005
Budget: \$49,000

LLG completed the Circulation Element for the Imperial County General Plan update. Traffic volumes were forecasted for over 100 roadways in the County. A detailed existing conditions analysis was completed and an analysis at build-out was conducted. Street classifications were recommended to accommodate build-out traffic. Level of Service capacities and cross sections were recommended for each classification. A full traffic report was completed addressing all aspects of transportation in the County. LLG attended the Planning Commission and Board of Supervisors Hearing to discuss the project.

EXHIBIT A

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4 Rate Sheet

DUDEK
2016 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$265.00/hr
Principal Engineer III	\$235.00/hr
Principal Engineer II	\$225.00/hr
Principal Engineer I	\$215.00/hr
Program Manager	\$205.00/hr
Senior Project Manager	\$205.00/hr
Project Manager	\$195.00/hr
Senior Engineer III	\$195.00/hr
Senior Engineer II	\$185.00/hr
Senior Engineer I	\$175.00/hr
Project Engineer IV/Technician IV	\$165.00/hr
Project Engineer III/Technician III	\$150.00/hr
Project Engineer II/Technician II	\$135.00/hr
Project Engineer I/Technician I	\$120.00/hr
Project Coordinator	\$95.00/hr
Engineering Assistant	\$85.00/hr

COMPLIANCE SERVICES

Compliance Director	\$205.00/hr
Compliance Manager	\$145.00/hr
Compliance Project Coordinator	\$105.00/hr
Compliance Monitor	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal	\$260.00/hr
Principal Hydrogeologist/Engineer	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV	\$225.00/hr
Sr. Hydrogeologist III/Engineer III	\$210.00/hr
Sr. Hydrogeologist II/Engineer II	\$195.00/hr
Sr. Hydrogeologist I/Engineer I	\$180.00/hr
Hydrogeologist VI/Engineer VI	\$160.00/hr
Hydrogeologist V/Engineer V	\$150.00/hr
Hydrogeologist IV/Engineer IV	\$140.00/hr
Hydrogeologist III/Engineer III	\$130.00/hr
Hydrogeologist II/Engineer II	\$120.00/hr
Hydrogeologist I/Engineer I	\$110.00/hr
Technician	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager	\$185.00/hr
District Engineer	\$175.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$100.00/hr
Collections System Manager	\$100.00/hr
Grade V Operator	\$100.00/hr
Grade IV Operator	\$90.00/hr
Grade III Operator	\$85.00/hr
Grade II Operator	\$63.00/hr
Grade I Operator	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II	\$60.00/hr
Collection Maintenance Worker I	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services	
3D Graphic Artist	\$155.00/hr
Senior Designer	\$145.00/hr
Designer	\$135.00/hr
Assistant Designer	\$130.00/hr
GIS Programmer I	\$180.00/hr
GIS Specialist IV	\$155.00/hr
GIS Specialist III	\$145.00/hr
GIS Specialist II	\$135.00/hr
GIS Specialist I	\$125.00/hr
CADD Operator III	\$125.00/hr
CADD Operator II	\$120.00/hr
CADD Operator I	\$105.00/hr
CADD Drafter	\$95.00/hr
CADD Technician	\$85.00/hr

SUPPORT SERVICES

Technical Editor III	\$145.00/hr
Technical Editor II	\$130.00/hr
Technical Editor I	\$115.00/hr
Publications Specialist III	\$105.00/hr
Publications Specialist II	\$95.00/hr
Publications Specialist I	\$85.00/hr
Clerical Administration II	\$85.00/hr
Clerical Administration I	\$80.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.
Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.
Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprints, outside data processing and computer services etc. are charged at 1.15 times the direct cost.
Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.
Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.
Annual Increases – Unless identified otherwise these standard rates will increase 3% annually.

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager	\$160.00/hr
Construction Manager	\$150.00/hr
Project Manager	\$140.00/hr
Resident Engineer	\$140.00/hr
Construction Engineer	\$135.00/hr
On-site Owner's Representative	\$130.00/hr
Construction Inspector III	\$125.00/hr
Construction Inspector II	\$115.00/hr
Construction Inspector I	\$105.00/hr
Prevailing Wage Inspector	\$135.00/hr

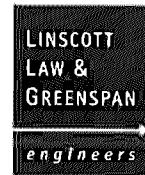
Effective January 1, 2016

EXHIBIT A

RATE SHEET

FEE SCHEDULE

Effective November 1, 2008



<u>TITLE</u>	<u>PER HOUR</u>	
<i>Principals</i>		
Principal Engineer.....	\$ 252.00	Linscott, Law & Greenspan, Engineers
Associate Principal Engineer.....	\$ 216.00	4542 Ruffner Street
Planning/Design Manager.....	\$ 201.00	Suite 100 San Diego, CA 92111 619.300.8800 r 619.300.8610 r www.llgengineers.com
<i>Transportation Engineers</i>		
Senior Transportation Engineer.....	\$ 178.00	
Transportation Engineer III	\$ 158.00	
Transportation Engineer II	\$ 133.00	
Transportation Engineer I.....	\$ 114.00	
<i>Transportation Planners</i>		
Senior Transportation Planner.....	\$ 158.00	Pasadena
Transportation Planner III	\$ 133.00	Irving
Transportation Planner II.....	\$ 114.00	San Diego
Transportation Planner I.....	\$ 102.00	Woodland Hills
<i>Technical Support</i>		
Engineering Associate II	\$ 113.00	
Engineering Associate I.....	\$ 109.00	
Engineering Computer Analyst II.....	\$ 108.00	
Engineering Computer Analyst I.....	\$ 85.00	
Senior CADD Drafter.....	\$ 109.00	
CADD Drafter III	\$ 102.00	
CADD Drafter II (GIS Specialist I).....	\$ 90.00	
CADD Drafter I.....	\$ 77.00	
Senior Engineering Technician	\$ 109.00	
Engineering Technician II.....	\$ 102.00	
Engineering Technician I	\$ 77.00	
Administrative/Marketing Assistant.....	\$ 72.00	
Engineering Aide I	\$ 55.00	

Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.

Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.

The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates. Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.

5 Scope of Work and Project Strategy

This scope of work is based on our understanding of the project given the information provided in the RFQ, as well as our conversations with David DeVries and Miranda Evans at the City. Dudek understands the City is updating their General Plan with a focus on complete streets. The City aims to provide all residences with access to neighborhood parks and bike, pedestrian and/or equestrian pathways within 0.25 mile. The City plans to rezone certain properties to park and commercial uses in order to achieve this goal. The City also wishes to create a pedestrian and bike master plan, as well as an equestrian and trails master plan as a part of the General Plan Update.

The following scope of work for preparation of the General Plan Update EIR is divided into five major tasks: Task 1: Scoping, Task 2: Technical Studies, Task 3: Draft EIR, Task 4: Final EIR, MMRP and Findings, and Task 5: Project Management, Meetings and Hearings.

The following assumptions were made in preparation of this scope of work:

- A clear description of the General Plan Update will be provided to Dudek by the project team.
- The General Plan Update does not propose substantial changes in land use or increases in density.
- The General Plan Update is anticipated to have a low level of public controversy.
- The General Plan's Housing Element was recently updated in 2010 and therefore, no changes are proposed to the Housing Element.
- In order to keep costs to a minimum, the General Plan Update EIR will build off of the 1996 General Plan Master EIR to the greatest extent possible. Dudek staff will work with the project team to obtain updated information, where necessary, for areas such as existing conditions and setting.
- The City has a separate contract with Rick Engineering to prepare an expanded Downtown Village Specific Plan, including traffic and land use analyses. The Downtown Village area will be a placeholder as a Special Treatment Area (STA) in the General Plan Update EIR, and will not be analyzed as part of this contract.
- Schedule extensions may trigger additional scope of work and cost.

Task 1: Scoping

1.1 Project Initiation

Dudek will coordinate a project kickoff meeting with City staff to initiate the EIR process. The purpose of the meeting is to identify points of contact, establish protocols for requesting information from the City or project team, discuss coordination with responsible agencies, identify available project data and environmental reports, and review the project schedule.

Dudek regards this task as a key component of the work effort, and we look forward to discussing key environmental and project processing issues. Understanding of the project at this stage will facilitate communication for the entire project team and effective and efficient completion of the work program.

EXHIBIT A

SCOPE OF WORK AND PROJECT STRATEGY

1.2 Project Description

Following project initiation, Dudek will prepare a written project description that defines the whole of the action to be evaluated in the EIR. This document will be based on the Draft General Plan prepared by the City and project team. The description will include a list of permits and other approvals required for project implementation and will identify the agencies expected to rely upon the EIR.

1.3 Public Scoping and Notice of Preparation

Dudek will prepare an initial study (IS) and assist City staff in drafting the Notice of Preparation (NOP). The IS will evaluate potentially significant environmental effects (using Appendix G of the CEQA Guidelines), and will be used to focus out any environmental issues that can be clearly demonstrated to have a less-than-significant impact, based on existing information.

Included in this IS will be a comparison of the proposed General Plan goals and policies (if available) compared to the currently adopted plan. Differences in the goals and policies are not necessarily significant environmental effects, but they should be considered in the EIR analysis (particularly the alternatives analysis).

Dudek will assist the City in posting and circulating the NOP. During the 30-day public review period for the NOP, Dudek will coordinate with the City to conduct a public scoping meeting to receive comments from responsible agencies and the public regarding the scope and content of the EIR. Dudek will assist the City in preparing public scoping meeting materials. Court transcription services are not included in this scope of work, but can be arranged at the request of City staff.

Dudek will deliver 15 copies of the NOP/IS to the State Clearinghouse for state agency review. Dudek will maintain the EIR notification mailing list for local and federal agencies and the public, and will coordinate mailings (the cost of reproduction and postage will be determined separately, and is not included in our cost estimate).

Task 2: Technical Work

Dudek determined that several technical studies listed in the RFQ – Scope of Work cover topics that can be adequately analyzed within the context of the respective EIR sections without stand-alone reports. These topics include geology and soils, hazards and hazardous materials, and hydrology and water quality. Through a robust regulatory setting and analysis of potential impacts with respect to the thresholds of significance pursuant to CEQA Guidelines, these topics can be fully evaluated in a manner sufficient to provide a legally defensible EIR. Our team includes key technical staff who will act as the primary authors of the EIR sections. A brief description of the technical approach to these topics is provided below. This approach will save the City valuable time and money.

For the topics air quality/GHG emissions, biological resources, cultural resources, noise, and traffic, stand-alone technical studies will be prepared. Each technical study will be included in the EIR as an appendix, and will be used to inform preparation of the EIR. A description of the technical studies is also provided below.

2.1 Air Quality/GHG Report

The Dudek will prepare a technical report assessing the air quality and GHG emissions impacts of the proposed project utilizing the significance thresholds in Appendix G of the CEQA Guidelines, the San Diego Air Pollution Control District's (SDAPCD) emissions-based thresholds, and the City's guidance. It is our understanding that the City has not adopted numeric thresholds or provided formal guidance to evaluate potential air quality and GHG emissions impacts under CEQA. As such, we will work with the City to determine the appropriate thresholds to apply in the project analysis. Potential options include using the City of San Diego or the County of San Diego guidance. However, both the City of San Diego and the County of San Diego are currently revising their GHG emissions thresholds in light of a recent Supreme Court decision, so we will discuss alternative methodologies with City staff.

Because the General Plan Master EIR was prepared in 1996, many components of the air quality analysis are outdated; however, Dudek will incorporate relevant information to the extent applicable to the actions proposed in the General Plan Update. As GHG emissions and climate change impacts were previously not evaluated, the technical report will include a comprehensive GHG emissions environmental and regulatory setting discussion to provide a solid background for the impact assessment. The analysis will reference the SDAPCD's rules and regulations, as appropriate.

After reviewing all available project materials, Dudek will prepare a request for any outstanding data needed to conduct the analysis. If precise information on a particular factor is not available from the City and/or its representatives, Dudek will make every effort to quantify these items using the best available information for comparable data sources, but in all cases will consult first with the City regarding the information needed. Details of the analysis (e.g., daily criteria air pollutant emission calculations and annual GHG emission calculations) will be included in an appendix to the technical report. Contents of the analysis are briefly discussed below.

Air Quality Impact Analysis

Local and regional climate, meteorology, and topography as they affect the accumulation or dispersal of air pollutants will be presented in the air quality assessment. Current air quality conditions and recent trends in the San Diego Air Basin and project area will be described on the basis of California Air Resources Board and U.S. Environmental Protection Agency annual air quality monitoring data summaries. Federal, state, and local regulatory agencies responsible for air quality management will be identified, and applicable federal, state, and local air quality policies, regulations, and standards will be summarized.

Construction Impacts. Dudek will estimate emissions associated with construction of the project using the California Emissions Estimator Model (CalEEMod) land use and air emissions model. An analysis of short-term construction emissions for the General Plan Update will be prepared to the extent that information is available regarding construction schedules of the future phases. Dudek will work with Lemon Grove General Plan Update team to obtain an anticipated schedule (e.g., overall construction duration, phasing, and phase timing), and construction activities (e.g., construction equipment type and quantity, workers, and haul trucks). We will refine our approach based on anticipated construction scheduling, considering if multiple construction phases would occur concurrently or sequentially. If construction details are too speculative to determine, CalEEMod default values will be applied based on the type of land uses (e.g., single- and multi-family residential, commercial, retail, parks, and schools) and amount of development (e.g., total residential dwelling units, square footage, acres, and students). As discussed previously, we will work with City staff to determine the appropriate construction emissions numeric thresholds to utilize for the analysis which may include emission-based thresholds established by the City of San Diego or the County of San Diego.

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Operational Impacts. The long-term operational analysis will quantify mobile source emissions created by project-generated traffic, and energy and area source emissions caused by the operation of the proposed project using CalEEMod. Operational emissions will be estimated for the first year of full operation after buildup of the General Plan Update. Estimated mobile emissions will be based on trip generation rates presented in the traffic study prepared for the project. Energy and area source emissions (e.g., natural gas combustion and consumer products) will be estimated using the default values in CalEEMod. In addition to the operational emissions estimated from buildup of the General Plan Update, Dudek will also estimate the emissions from operation of the existing land use parcels, which will be used to calculate the net change in criteria pollutants associated with the proposed rezoning associated with the General Plan Update. As explained under the construction analysis methodology, if project-specific assumptions are not available, CalEEMod default values will be applied to estimate operational emissions based on the type of land uses and amount of development. Dudek will then compare estimated project-generated emissions to the thresholds selected by City staff.

Based on the traffic study prepared for the proposed project, Dudek will evaluate whether traffic associated with the General Plan Update could lead to potential exposure of sensitive receptors to substantial localized concentrations of air pollutant emissions, specifically carbon monoxide (CO) "hot spots". Dudek proposes to address CO hotspots in a qualitative manner because increases in traffic associated with the project area expected to be minor. Dudek will base its evaluation of the potential for project traffic to cause a CO hotspot on the screening criteria recommended by the California Department of Transportation; alternatively, the City of San Diego or the County of San Diego CO hotspot screening criteria could be applied if preferable. For budgetary purposes, it is assumed that the study intersections would not exceed the screening criteria and a refined CO hotspots analysis would not be required.

The air quality analysis will discuss the project's consistency with plans and strategies to meet ambient air quality standards for ozone and particulate matter, both of which are nonattainment pollutants in the San Diego Air Basin. Growth associated with the project will be compared to the regional population forecasts upon which the SDAPCD air quality plans are based. An evaluation of the project's cumulative air quality impacts would also be included in the air quality technical study. This evaluation will be based on the project-level impacts as a measure of whether the project would result in a cumulatively considerable contribution to the San Diego Air Basin's ozone and particulate matter nonattainment status, as well as the project's consistency with underlying growth forecasts for the SDAPCD's air quality plans. Lastly, the air quality analysis will discuss the potential for project-related operational emissions to adversely affect nearby sensitive receptors, to cause objectionable odors, or to impede attainment.

Greenhouse Gas Emissions Impact Analysis

The GHG emissions assessment will include a setting and background discussion consisting of a summary of the greenhouse effect and global climate change, potential changes to the global climate system and to California, and emission inventories at the national, state, and local levels. It will also include a summary of the key federal, state, and local regulatory actions and programs to reduce GHG emissions. Dudek will estimate the GHG emissions associated with construction and operation of the project using CalEEMod. Dudek will estimate construction GHG emissions based on the same construction scenario utilized in the air quality analysis. Project-generated operational GHG emissions that will be estimated for the completed buildup of the General Plan Update will include those associated with motor vehicles, natural gas usage, electrical generation, water supply, wastewater, and solid waste disposal. Dudek will also estimate operational GHG emissions that would result from rezoning of existing land uses parcels and will calculate the net change in GHG emissions associated with the General Plan Update. When project details are not available, CalEEMod default values will be used to calculate direct and indirect source GHG emissions.

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Dudek will assess the significance of the project with respect to the Appendix G thresholds; specifically, whether the implementation of the project would generate GHG emissions that may have a significant impact on the environment or would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs. Both the City and County have previously provided guidance to prepare a business-as-usual (BAU) analysis to ensure the project's consistency with the goals of Assembly Bill 32. The BAU approach has recently been addressed by the Supreme Court in the Center for Biological Diversity v. California Department of Fish and Wildlife decision on the Newhall Ranch project, which indicated that substantial evidence is needed to demonstrate that a project-level reduction of 29 percent for new projects would be consistent with the statewide goal of 29 percent reduction from BAU. Accordingly, the use of City of San Diego's previous guidance target of 28.3 percent reduction and the County's guidance target of 16 percent reduction in GHG emissions from the BAU scenario may not be the City's preferred approach. Other performance-based thresholds, such as an efficiency metric (or service population) threshold, is potentially an option the City would use; however, information regarding the City's GHG emissions inventory and population projections (both residential and employee population) would need to be determined. Based on these considerations, we will work with City staff to determine the appropriate threshold for evaluating the project's GHG emissions. A qualitative analysis of the project's potential to conflict with an applicable plan, policy or regulation will be provided in the technical report.

2.2 Biological Resources Assessment

The City of Lemon Grove encompasses approximately 2,483 acres, almost all of which is urban with little native resources. The evaluation of potential impacts to biological resources as a result of the project will be reported within the EIR Biological Resources section. No stand-alone biological technical report will be provided. A reconnaissance-level review of the area will occur, but no focused surveys or wetland delineation will be performed due to the area's primarily developed nature. Vegetation communities will be mapped using the best available existing data, with limited ground-truthing to confirm. Additional resources will be used to define the resources present in the project area including: background information (i.e., soils, aerial photos, topographic maps, other natural resource documentation, and available data from the project area); California Natural Diversity Database report; California Native Plant Society database for rare plants; and species data from USFWS and California Department of Fish and Wildlife. Vegetation communities and special-status species will be described in terms of their regional significance and presence on site, including an estimate of observed special-status species' population size and condition. A brief description of each vegetation community mapped within the project area will include information found in a literature review, a brief description of location, and any notes pertaining to habitat quality or level of disturbance. A table summarizing the special-status plant and wildlife species that have potential to occur in the project vicinity will be included in an appendix to the EIR. Dudek will prepare maps using GIS that show the extent of each vegetation community determined through literature review. The EIR section will include an impacts analysis based on the project area, an assessment of the potential significance of the impacts that may result from implementation of future projects under the rezone, and applicable and feasible mitigation measures.

2.3 Cultural Resources Assessment

In order to inform on the development of the cultural resources element of the proposed General Plan Update, and to obtain CEQA compliance, Dudek has identified the following cultural resources tasks:

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Records Searches

Dudek will begin by conducting a California Historical Resources Information Systems records search of the General Plan area at the South Coastal Information Center, which houses cultural resource records for San Diego County. The purpose of the records search is to identify any previously recorded cultural resources (including both archaeological and built-environment resources) that may be located within the General Plan area. In addition to a review of previously prepared site records and reports, the records search will also review historical maps of the project area, ethnographies, the National Register of Historic Places, the California Register of Historical Resources, the California Historic Property Data File, and the lists of California State Historical Landmarks, California Points of Historical Interest, and Archaeological Determinations of Eligibility.

Dudek will also request a paleontological resources records search from the Vertebrate Paleontology Section of the San Diego Natural History Museum. The purpose of this records search is to determine whether there are any known fossil localities in or near to the General Plan area and to identify the geologic units present. This information will be used to determine paleontological sensitivity. Geologic maps and reports will also be reviewed to identify geologic units and establish the area's stratigraphy.

Native American Group Coordination

Because the project includes a General Plan Update, the City has a responsibility to initiate consultation with tribes/groups listed on the California Native American Heritage Commission's official Senate Bill (SB) 18 contact list for adoption of a General Plan Amendment. While SB 18 consultation is a government-to-government process, Dudek will assist the City with requesting an updated SB 18 consultation list from the Native American Heritage Commission and will provide the City with text for subsequent tribal outreach efforts.

The proposed project is also subject to compliance with Assembly Bill (AB) 52, which requires lead agencies to provide tribes (who have requested notification) with early notification of the proposed project and, if requested, consultation to inform the CEQA process with respect to tribal cultural resources. While AB 52 is a government-to-government process between the CEQA lead agency and California Native American Tribes, Dudek will assist the City with the notification process. No in-person meetings or follow-up phone calls with Native American groups are included in this scope of work.

Cultural Resources Constraints Analysis

Dudek will prepare a cultural and paleontological resources constraints analysis that will summarize the results of the records searches, and Native American coordination. As part of this task, Dudek will conduct limited archival research to update and enhance the existing prehistoric, historic, and ethnographic contexts for the General Plan area. This may include visiting local libraries, archives, and repositories as warranted. The goal of the constraints analysis is to inform the City on the existing conditions of cultural and paleontological resources, constraints, and levels of sensitivity throughout the General Plan area. This analysis does not include a cultural or paleontological resource impacts analysis in consideration of a specific project under CEQA or any other regulatory setting, nor does it include recordation or evaluation of new resources, or updates to previously recorded resources.

2.4 Geology and Soils

All buildings in California are subject to the strict requirements of the California Building Code to reduce risks from seismic activity and other geologic hazards. Dudek will briefly describe the existing geology, geologic hazards, and mineral resources in the City based on existing information available from the existing General Plan, the State Division of Mining and Geology, and other existing published reports. We will assess the potential impacts on population, development, and infrastructure from geologic hazards.

2.5 Hazards and Hazardous Materials

Dudek will identify any known hazards through literature review and using readily available information provided by the City. Dudek will provide a map using GIS to indicate location of known hazards. No stand-alone hazards report will be provided. The information will be reported within the hazards section of the EIR. The section will include an impacts analysis based on the project area, an assessment of the potential significance of the impacts that may result from implementation of future projects under the rezone, and applicable and feasible mitigation measures.

2.6 Hydrology and Water Quality

Dudek will address hydrology and hydraulics within the hydrology section of the EIR through a thorough review of receiving waters, regional water quality improvement plans, regional watershed and water quality assessment studies, and the regulatory setting. Dudek will also perform a comprehensive review of permitting requirements relevant to hydrology and water quality that would be necessary to carry out individual projects. No stand-alone hydrology report will be provided. Future projects developed under the proposed project would be subject to water quality design standards and regulations such as the Porter-Cologne Water Quality Control Act, Streambed Alteration Agreement, and local regulations such as the Stormwater Management and Discharge Control provisions of the City's Municipal Code. The EIR hydrology section will include an impacts analysis, an assessment of the potential significance of the impacts that may result from implementation of future projects under the rezone, and applicable and feasible mitigation measures.

2.7 Noise Assessment

Dudek will prepare the technical noise study in support of the City's General Plan Update. We will use the results of the General Plan Update's traffic analysis, along with available information about existing and future noise sources in the General Plan area to model potential noise impacts.

Existing ambient daytime noise levels will be measured at up to six short-term (+/-15 minute) locations in the rezone areas to establish current baseline noise levels. These locations will be selected in consultation with City Planning Division staff. The daytime noise levels will be measured using a sound level meter that satisfies the American National Standards Institute standards for a Type 1 or Type 2 sound level meter.

Existing and future horizon year 24-hour noise levels will be calculated for representative roadway segments in the rezone areas using the Federal Highway Administration Traffic Noise Model (TNM 2.5) and traffic volumes from the traffic report prepared for the General Plan Update. The model will calculate the average noise levels at specific locations based on traffic volumes, average speeds, which will be used to estimate the existing and future noise contours for noise contours ranging from 60 to 70 A-weighted decibels Community Noise Equivalent Level (dBA CNEL). Noise levels from the San Diego Trolley line as well as non-transportation related sources such as construction noise and commercial/industrial noise will also be addressed.

Dudek will establish thresholds based on the current Noise Element, the Municipal Noise Ordinance, and in consideration of federal and state guidance. For any potential impacts that could exceed identified significance thresholds, after application of noise policies, feasible mitigation measures will be identified, which may include guidelines on construction techniques or hours, changes, provision of temporary or long-term barriers to noise transmission, or limitations on outdoor nighttime activities. The results of the noise level impacts analyses will be summarized in a background technical report to the City and also included as part of the General Plan Update EIR.

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2.8 Traffic Study

A. Inventory/Existing Conditions

1. Review the current General Plan, major development traffic studies, and other applicable traffic related documents.
2. Visit the project area and document existing conditions with respect to: street widths, number of lanes, traffic signal locations and phasing, parking restrictions and any special traffic control measures.
3. Obtain the most recent available Existing ADT and peak hour traffic counts from City records and the Draft Downtown Village Specific Plan.
4. Supplement City data with new counts (intersections and street segments), which will be conducted for major City thoroughfares. New traffic count data will be collected at up to a total of up to eight (8) intersections and ten (10) street segments if existing data is unavailable.
5. Determine the existing daily Levels of Service for intersections and for street segments using the City's current and proposed (if applicable) roadway classification table.
6. Prepare the existing conditions section of the report.

B. Traffic Volume Forecast

1. Utilize the existing data collection per Task A as the baseline traffic volumes for all Mobility Element roadways. Supplement the existing data with information from the SANDAG model baseline traffic volumes and/or data from other traffic studies in the City to arrive at an existing baseline to forecast future volumes.
2. Review the SANDAG traffic model land use and network inputs for the existing and forecast "off-the-shelf" model runs. Land use and mobility network inputs are assumed to be provided by the City at the parcel level and/or Traffic Analysis Zone level.
3. Since it is not recommended that a base year model calibration effort be conducted, the future-year roadway volumes will be developed by applying the growth between the base year and future year models to the existing count data. *No traffic model runs are budgeted.*
4. Prepare colored graphics showing the forecast daily traffic volumes on all Mobility Element roadways for the proposed General Plan.

C. Mobility Element Roadway and Intersection Analysis

1. Conduct an ADT level comparative analysis of all Mobility Element roadways within the City for both the existing conditions and the Proposed General Plan to determine potential significant impacts associated with the proposed changes. Eight (8) intersections and ten (10) individual segments are anticipated to require analysis.
2. Make geometric recommendations to achieve LOS C or better operations using the Volume-to-Capacity method, consistent with current General Plan on each Mobility Element roadway. It is assumed LOS C is the target although LOS D is considered the minimum acceptable LOS.
3. Using Synchro 9 (or latest edition/updates) for the study intersections (8 intersections budgeted), the City's Synchro model shall include the skeleton of all the prime and major roadways intersecting as shown on the existing Mobility Element map for future as-needed analysis. Make recommendations for intersection treatments or geometrics to maintain a General Plan goal for LOS C. Make recommendations to address any environmental constraints and for the location of traffic signals and ultimate intersection improvements.

Traffic analysis will include the following scenarios which shall be shown in a table:

- Existing Conditions; and
- Forecast Buildout with Proposed Mobility Element Improvements Conditions *(No alternatives are scoped to be analyzed quantitatively; a qualitative discussion of alternatives is included in Task 3, Draft EIR)*

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4. Update the Mobility Element Map indicating the recommended classification of all roadways.
5. Prepare color graphics illustrating the recommended intersection treatments for all impacted intersections.

D. Prepare & Process EIR Mobility Element Transportation Study

1. Prepare Draft Transportation Study for City review.
2. Revise the traffic study once based on City comments (10 hours budgeted) and prepare a Final Transportation Study for inclusion in the Draft EIR. *No additional analysis or revisions to the analysis are budgeted.*
3. Assist in responding to public comments received on the Draft EIR (up to 10 hours).
4. Attendance at one (1) meeting with the client/City staff (three hours per meeting). Attendance at one (1) public hearing (up to four hours). Participation in up to three (3) one-hour conference calls.

Task 3: Draft EIR

Our approach to preparing the EIR will be to prepare a programmatic analysis of the whole project with the goal of establishing performance standards that will streamline future environmental review and application processing for subsequent projects within the General Plan area. More specifically, future streamlining opportunities may occur pursuant to the following: (1) Section 15183 of the CEQA Guidelines for projects that are consistent with the densities established by existing zoning, community plan, or general plan for which an EIR was certified; (2) Section 15183.3 of the CEQA Guidelines, streamlining for infill exemptions pursuant to SB226 for transit priority projects identified by SANDAG; and (3) Section 15332, categorical exemptions for in-fill development projects. Based on our understanding of the project, the following issues will be addressed in the EIR. Each technical section of the Draft EIR will describe the existing physical conditions at the project site based on planning documents (including the background report) and completed technical studies. Relevant federal, state, and local laws and regulations, including City General Plan Update goals and policies, will be summarized in the regulatory setting discussion. The methods of analysis and standards of significance used for determining impacts of the project will be clearly and explicitly described in each technical section of the EIR, including any assumptions necessary to understand the conclusions of the analysis. Additionally, the EIR will discuss the afore-mentioned CEQA streamlining opportunities (Section 15183 for projects consistent with the GP, Section 15183.3 for SB 226 transit priority projects identified by SANDAG and Section 15332 for in-fill projects) as part of the regulatory setting and will include the procedural framework as part of the analysis. Included in this effort, Dudek will evaluate the proposed land use map changes, and identify areas where future streamlining will be appropriate as it relates to these CEQA streamlining opportunities.

The standards for determining impact significance will be developed in coordination with City staff based on commonly accepted practice and prior standards used by the City.

Dudek will use input received during the NOP public comment period to prepare the screencheck draft EIR. The Draft EIR will be prepared in conformance with the criteria, standards, and provisions of CEQA of 1970, California Public Resources Code Section 21000 et seq., and the CEQA guidelines.

Discussion in the EIR will include environmental setting, project impacts, level of significance, and mitigation measures, if required. The degree of reduction of impacts due to mitigation will be qualitatively and, where possible, quantitatively identified. A clear description of the intent and the means by which the mitigation measure will be implemented, the timing and technical requirements, and identification of the party or parties who will be

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responsible for assuring effective implementation will be provided. Dudek will work closely with the City in the process of developing mitigation measures, which may also include the development of policies for the General Plan Update in an effort to create a self-mitigating EIR. The EIR will also include an assessment of a reasonable range of project alternatives (up to three (3), including the "No Project" alternative) for all identified issue area topics, and will evaluate these alternatives against the project objectives. The alternatives assessment will include coordination with LLG for a qualitative look at the traffic impacts in comparison to the proposed project.

The most recently approved state guidance on significance thresholds (Appendix G to the CEQA Guidelines) will be applied to determine if changes are potentially significant or less than significant. The EIR will aim to disclose and mitigate all potentially significant impacts, and provide a legally defensible document from which future individual projects can successfully tier. Tiering will allow subsequent environmental review to rely on the EIR for a discussion of general background and setting information for environmental topic areas, overall growth-related issues, issues that were evaluated in sufficient detail in the EIR and for which there is no significant new information or change in circumstances that would require further analysis, and long-term cumulative impacts. The EIR will also include analysis of conformance to the Sustainable Communities Strategy for SANDAG's 2050 Regional Transportation Plan (RTP).

The Draft EIR will include the issue areas that the IS determined could be potentially significant either with or without mitigation. Based on our understanding of the project so far, we anticipate that the EIR would address at least the following issue areas:

- Aesthetics
- Air quality
- Biological Resources
- Cultural resources
- Hazards/Hazardous Materials
- Energy conservation
- Geology/Soils
- GHG Emissions
- Hazards and Hazardous Materials
- Hydrology/Water Quality/Hydraulics
- Land Use/Planning
- Noise
- Population/Housing
- Public Services
- Recreation
- Traffic/Transportation
- Utilities
- Cumulative Impacts
- Alternatives (up to three)
- Growth-inducing/Irreversible Impacts

Our scope includes two (2) rounds of City review and revisions to the Screencheck Draft EIR. The final, second round of screencheck review is assumed to be the final approval of the proof copy; no substantial changes will be made. Screencheck submittals will be delivered electronically.

Upon approval of the Draft EIR to be released for public review, Dudek will prepare and provide the notice of completion and executive summary to accompany the Draft EIR for review and signature. Dudek will distribute the Draft EIR for public review, including the 15 electronic copies (CDs) to the State Clearinghouse, and 15 hard copies of the executive summary. Our budget assumes electronic copies of the Draft EIR and appendices only for the public review documents. Dudek will complete the Notice of Completion on behalf of the City. It is assumed the City will be responsible for posting the notice of completion at the County Clerk's Office as well as distributing the notice to all public review distribution list recipients. The Notice of Availability will include the website where documents can be reviewed. Our scope assumes that the City will notify the public, pursuant to CEQA Section 21092, in a newspaper of local circulation.

Task 4: Final EIR, Responses to Comments, MMRP and Findings

In preparing the Final EIR, Dudek will review and prepare a matrix of the comments received on the Draft EIR and will prepare responses to each comment. If requested, and depending on the number of comments received, Dudek will attend a meeting with City staff to review substantive comments prior to submittal of the administrative Final EIR. It is assumed that Dudek will respond to up to 20 substantive public comments on the draft EIR (note that a single comment letter may contain multiple comments). Dudek will also assemble text changes to the Final EIR, as appropriate. In order to meet the project timeline, this task assumes one round of revisions to the Final EIR based on City comments. It is assumed that no changes to technical reports would be required at this stage of EIR processing.

The Final EIR will contain an introduction chapter that reviews the CEQA process for the project and summarizes any draft EIR text edits made in response to comments. The Final EIR will also contain each comment letter with individual comments in each letter bracketed and labeled. Each comment letter will be followed by the responses to those comments. Finally, the Final EIR will present the pages of the Draft EIR on which revisions were made in response to comments.

As a part of this task, Dudek will prepare an MMRP to document the program for implementation of the mitigation measures identified in the EIR. The MMRP will be in tabular form, with each mitigation measure identified, including timing, entity responsible for implementation, and method of verifying compliance.

Dudek will also prepare the CEQA Findings of Fact and Statement of Overriding Considerations (if requested). The Findings will provide a project overview, document the project's procedural history (e.g., dates of document circulation), describe the legal requirements under CEQA for the Findings, provide definitions of key terms used in the Findings, identify the documents in the record of proceedings, and provide the location and custodian of those documents. The Findings will list impacts determined to be less than significant, will reach specific conclusions regarding impacts found to be significant, and will include the effect of the mitigation measures associated with those significant impacts. These conclusions will be consistent with the required Findings in CEQA Guidelines, Section 15091(a), and shall reference the specific substantial evidence in the record to support each conclusion.

Dudek will prepare the Findings for review and comment to the project team and City staff prior to EIR certification. Two rounds of City review of the findings are included in this scope of work.

Task 5: Project Management, Meetings and Hearings

Dudek views this task with importance and we believe that a focused, well-managed effort on the part of Dudek, the project applicant, and the project team will be a key to achieving your processing goals for this project. We have assumed a 6-month work effort for the EIR process, with up to four team meetings during the course of the work effort.

This task includes participation in monthly conference calls and progress reports to be submitted with our monthly invoice. A key element of Dudek's progress report procedures is identification of key upcoming issues and obstacles, as well as a restatement of tasks completed during the previous month. We believe this helps in identifying issues as early in the process as possible and maintaining project momentum.

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For this task, Dudek will assist City staff in presenting the Draft and Final EIR to the planning commission and city council. Up to three hearings are assumed. Dudek will assist with the preparation of presentation materials and will assist with the staff presentation.

Deliverables Summary

The following products will be submitted to the City in fulfillment of our proposed scope of work:

- NOP/IS (15 Hard Copies mailed to State Clearinghouse and 1 Electronic Copy for City)
- Administrative Draft EIR (1 Electronic Copy)
- Screencheck Draft EIR (1 Electronic Copy)
- Public Review Draft EIR (15 Hard Copies of the Executive Summary and 15 Electronic Copies (CDs) mailed to State Clearinghouse; 1 Electronic Copy and 1 Hard Copy for City)
- A web-friendly digital version of the Public Review Draft EIR
- Screencheck Final EIR, including the Screencheck Response to Comments and Findings (1 Electronic Copy)
- MMRP (1 Electronic Copy)
- Final EIR including Response to Comments, Findings, and MMRP (30 Hard Copies with technical reports on CD and 1 Electronic Copy)
- Master Final EIR, including Technical Studies, Response to Comments, Findings, and MMRP (1 Reproducible Copy)
- A web-friendly digital version of the Final EIR will also be provided to the City. The electronic version of the EIR will include a hyperlinked table of contents and will be suitable for uploading to the City website.
- The following maps prepared by Dudek's GIS staff (for inclusion in the General Plan and EIR):
 - Regional Location
 - Existing Land Use
 - Airport Influence Area (if applicable)
 - Regional Transit and Bikeways (City to provide bikeways)
 - Transportation Accident Map (City to provide data)
 - Truck routes and emergency evacuation routes (City to provide routes)
 - Regional Hydrology
 - Biological Resources
 - Parks and Open Space (City to provide data)
 - Noise Measurement Locations
 - Existing Noise Contours (City to provide data)
 - Future Noise Contours
 - Geologic Setting
 - Slope Analysis
 - Seismic Hazards (City to provide data)
 - Fire Hazard Severity Zones
 - Flood Hazard Map
 - Dam Failure Hazard Map (City to provide data)
 - Regional Active Faults (City to provide data)

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- o Soil types and locations (City to provide data)
- o School locations
- o Locations of Fire and Police Protection Facilities (City to provide data)
- o Location of Historic Properties (City to provide data)

Contingency

Dudek recommends planning for a contingency fund (typically 5% to 10% of the overall budget) to cover any unforeseen out-of-scope work that might be necessary for the project. This is built into the cost summary.

Cost Summary

Task 1: Scoping	\$6,220
Task 2: Technical Work		
Task 2.1: Air Quality and GHG Emissions Report.....		\$15,500
Task 2.2: Biological Resources Assessment.....		\$4,200
Task 2.3: Cultural Resources Assessment.....		\$9,770
Task 2.4: Geology and Soils.....	(cost included in Task 3)	
Task 2.5: Hazards and Hazardous Materials.....	(cost included in Task 3)	
Task 2.6: Hydrology and Water Quality.....	(cost included in Task 3)	
Task 2.7: Noise Assessment.....		\$10,500
Task 2.8: Traffic Study.....		\$28,000
Task 3: Draft EIR		\$36,590
Task 4: Final EIR, Responses to Comments, MMRP and Findings		\$15,010
Task 5: Project Management, Meetings and Hearings		\$8,500
Contingency Fund		\$5,500
TOTAL COST:		\$139,790

As summarized above, a total labor cost of **\$139,790** will be necessary to complete the outlined scope of work. All work will be billed in accordance with our 2016 Standard Schedule of Charges, a copy of which is attached to this proposal. For this assignment, direct costs will include such items as volume reproduction, photographs, mileage, and deliveries, and are not expected to exceed \$2,500, for a grand estimated total of **142,290**.

Optional Additional Tasks

Complete Streets Assessment

This proposal outlines and defines the following five (5) components that are required to complete a Complete Streets assessment:

- A. Complete Streets Vision Statement and Goals
- B. Existing Conditions Assessment
- C. Complete Streets Policies
- D. Strategic Implementation Plan
- E. Complete Streets Concepts Plans

EXHIBIT A

SCOPE OF WORK AND PROJECT STRATEGY

The tasks that are proposed to be completed within each of the above components are included in this proposal. The following Scope of Work was developed based on information provided, review of the Complete Streets guidelines, Complete Streets Implementation experiences from other jurisdictions and our recent experiences within the City. Given the above, and our overall sense and understanding of the issues, we propose the following tasks to complete the required assessment for the initial submittal to the City

A Complete Streets Vision Statement and Goals

Complete Streets Vision provides the basis and foundation for the Complete Streets Initiative for Lemon Grove. We propose the following tasks to establish a Complete Streets Vision.

1. Discuss the City's vision on elements related to Complete Streets, Active/Healthy Living and Child Obesity preventive measures.
2. Development of the Complete Streets Vision will also include a review and assessment of other City of Lemon Grove planning efforts such as the completed Main Street Promenade extension, bike and pedestrian master plans.
3. The Complete Streets Vision Statement and Goals development will include an assessment of the existing roadway network and the challenges of providing complete streets. Revising existing policies and standards will be discussed.
4. Establish a vision and policy framework for development of complete streets policies and assessments.
5. Submit a draft white paper with Vision Statement and Goals
6. Prepare a final Complete Streets Vision Statement that will establish a long-range policy direction and basis for future roadway design and operation and is ultimately intended to be effectively integrated into the General Plan and other suitable documents.

B Existing Conditions Assessment

Conduct Existing Conditions Assessments for the colored street segments in the attached map

1. Document the existing roadway's non-motorized transportation's routes and facilities, traffic control measures, trails, classifications and other pertinent non-motorized transportation features.
2. Conduct field analysis and data collection effort. Field-data collection efforts will document physical opportunities and challenges along the identified streets, with the goal of identifying the types of improvements that would be needed to ensure the comfort, safety and appeal of the route to an average bicyclist and pedestrian.
3. Conduct pedestrian/bike volume counts at up to five (5) critical locations, if suitable counts are not available at the study locations. This data will be utilized in analysis for the project.
4. Assess existing street design features to evaluate their effectiveness in providing safe, efficient and aesthetically pleasing access to all modes of transportation. Evaluate the following key principles in the project area.
 - Build for Everyone
 - Scale For People
 - Create Many Linkages
 - Streets have Multiple Uses
 - Sidewalks Must be Comfortable
 - Streets Must be Crossed with Ease
 - Keep Urban Traffic Dispersed and Low Speed

EXHIBIT A

SCOPE OF WORK AND PROJECT STRATEGY

- Build Bike Lanes
- Build Compact Intersections
- Provide ADA Access
- Build Public Space
- Build With Proper Size and Scale

5. Review all transportation and land use planning studies and plans which may be relevant to pedestrian and bicycling circulation in the Lemon Grove. A thorough understanding of previous recommendations and studies, as well as upcoming public and private development projects is essential to determine opportunities and challenges associated with the Plan's future recommendations. This will give our Team a full picture of upcoming changes that could impact the proposed routes, as well as previous data that may have already been collected along each route (such as pedestrian and bicycle counts).

C Complete Streets Policies

Complete Streets Policies provide a clear and consistent guidance for its residents, decision makers, planners, engineers and designers to ensure that multimodal elements are incorporated into all projects. We propose the following tasks, which is entirely included within the scope of work, to establish Complete Streets Policies

1. Review Existing Circulation/transportation polices.
2. Coordinate with other planning efforts and review other completed plans in the jurisdiction
3. Based on the Complete Streets Vision Statement, establish policies to enable context sensitive solutions based on the general plan land uses. This will also enable future transportation and land use projects to consistently evaluate the opportunities to provide complete streets. These policies will comply with AB 1358 (California's Complete Streets Act).
4. If required, provide added policies to enable additional development
5. Submit a draft white paper with Complete Streets Policies
6. Prepare final Complete Streets Policies that will establish a long-range policy direction and basis for future roadway design and operation and is ultimately intended to be effectively integrated into the General Plan and other suitable documents. The paper will also define context-sensitive policies associated with these facility types to guide transportation operation and land development decisions regarding the use of public right-of-way.

D Strategic Implementation Plan

Strategic Implementation Plan will articulate a clear strategy for implementation of the Complete Streets Vision through an approach that includes an incremental combination of short-term and long-term actions such as regulatory changes, administrative changes, and capital improvements. We propose the following tasks to establish Complete Streets Strategic Implementation Plan.

1. Propose a strategic plan for implementing the Complete Streets Vision into reality. The Strategic Implementation Plan will define and recommend regulatory and procedural/administrative changes needed to facilitate implementation of the complete streets vision, including cost estimates for recommendations. This will give particular consideration to a phased or incremental approach to implementation in order to manage transition. The Strategic Implementation Plan will identify and prioritize roadway improvement projects in coordination with the Pedestrian Master Plan, Bicycle Master Plan, current capital improvement and other relevant projects.

EXHIBIT A

SCOPE OF WORK AND PROJECT STRATEGY

2. Develop a funding program that would help develop and maintain the prioritized roadway projects through a combination of the Capital Improvement Program, State and Federal funds. Formulate a process to apply for grants to get additional funds for these programs.
3. The Strategic Implementation Plan will also recommend a monitoring program that would measure the impacts and effectiveness of the Complete Streets Initiative. This will be designed to inform and improve the street planning, design and operation process over time.
4. Strategy for phased or incremental implementation of the Complete Streets Vision, Design Principles, Guidelines and standards into the current regulatory, administrative and procedural framework.
5. Prioritize schedule of short-term and long-term projects and programs for implementation of the Complete Streets Vision. This will define brief scopes, schedules, implementation roles and responsibilities, and rough costs.

E Complete Streets Concept Plan (30% design plans)

Based on the Strategic Implementation Plan identify a preferred project and prepare a Concept Plan for the project. Complete Streets Concept Plan will provide clear, consistent and context-sensitive guidance for the project corridor. 30% design plans are also critical for future grant opportunities. We propose the following tasks.

1. Based on the previous tasks, recommend cross-sections at several locations along the identified study area in the project vicinity.
2. Prepare conceptual schematic plan for the preferred priority project. The plans will include a depiction of existing conditions and the recommended proposed improvements. These plans will be designed to complement, integrate or replace as appropriate the existing regulatory framework guiding roadway design. Plans will be reflective of contextual land development patterns (existing and envisioned) and will balance the needs of all users. The plans will provide sufficient flexibility and guidance to enable detailed design to respond to site-specific constraints and to deal with challenging transitions from existing conditions to desired future development patterns
3. Assess the impact of the improvements on other elements such as travel time, emergency response times, noise, street diversion etc.
4. Provide a planning level cost estimate for the proposed alternative
5. Identify appropriate grants for the project.
6. Provide a project description that can be utilized for the grants

Optional Complete Streets Task.....\$26,000

Vehicle Miles Traveled and SB 743

SB 743 Compliance

On September 27, 2013, Senate Bill (SB) 743 was signed and adopted. SB 743 creates a process to change the way transportation impacts under the California Environmental Quality Act (CEQA) are assessed. Currently, environmental review of transportation impacts focuses on the delay that vehicles experience at intersections and on roadway segments. That delay is usually measured using a metric known as "level of service," or LOS. Mitigation for increased delay often involves increasing capacity (i.e. the width of a roadway or size of an intersection), which may increase auto use and emissions and discourage alternative forms of transportation. Under SB 743, the focus of CEQA-prepared transportation analyses will shift from driver delay to reduction of greenhouse gas emissions, creation of multimodal networks and promotion of a mix of land uses that reduces the incentive to drive.

EXHIBIT A

SCOPE OF WORK AND PROJECT STRATEGY

SB 743 does allow local agencies to utilize LOS in their General Plans as the metric for which transportation impact fees and/or capital improvement projects are implemented. However, Vehicle Miles Traveled (VMT) will be the primary means of measuring significant transportation-related environmental impacts for new development projects under CEQA.

Draft guidelines have been published by the Office of Planning and Research (OPR) and will be effective by late 2016/early 2017 and will be optional for at least a two-year period. Agencies are being encouraged to establish VMT policies, however, the information available describing this process is not yet clearly defined. In preparation of the opt-in period for SB 743, the following scope has been prepared based on our understanding of SB 743 and its planned implementation:

1. Utilize the City's General Plan, upcoming Bicycle/Pedestrian Master Plan, 2014 Health Element and LLG-prepared Complete Streets Assessment to develop VMT-reducing objectives, policies, and goals consistent with SB 743 targets.
2. Research and review other agency guidelines using VMT transportation analysis thresholds as means of determining a project's level of impact on the transportation system (local agencies that have adopted the draft SB 743 guidelines: City of San Francisco, City of Pasadena).
3. Suggest measures of effectiveness for all proposed mitigation measures, e.g. SB 743 recommends measuring VMT per capita, per employee, or per person-trip.
4. Based on the reviewed information, suggest a City-wide VMT reduction target for future development compliance with the City's Environmental Policy Guidelines. (Current SB 375 Sustainable Communities Strategies achievement level set at 15% reduction over "regional" VMT).
5. Research creative mitigation measures to reduce VMT and recommend the implementation of multi-modal plans and Transportation Demand Management (TDM) plans reflective of the City's Mobility Element, Complete Streets Assessment, and SANDAG's Sustainable Communities Strategy.
6. Summarize the recommended VMT thresholds and mitigation measures, and make recommendations for furthering the City's goals in reducing VMT through the use of other planning documents (e.g. Standards and Practices, Transportation Impact Fee Program, etc.).

Optional Vehicle Miles Traveled Task\$16,000

EXHIBIT A

SCOPE OF WORK AND PROJECT STRATEGY

Project Timeline

Dudek proposes the following timeline (Table 1) to complete the tasks associated with this scope of work. This schedule is based on project milestones and will be continually updated throughout the EIR process with specific dates once the start date is determined.

TABLE 1. PROPOSED EIR SCHEDULE

	Apr-16	May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16
Project Initiation								
Project Description								
NOPI/Initial Study								
Public Scoping Period								
Technical Reports								
Administrative Draft EIR								
City Review								
Screencheck & Final Review								
Prepare Draft EIR								
Draft EIR Public Review								
Responses to Comments/Final EIR								
City Review								
Prepare Final EIR, MMRP								
Publish Final EIR								
Council adopts GP and certifies EIR								

6 Additional Funding

The California Strategic Growth Council and Sustainable Communities's programs have funding for planning projects that support the sustainable communities goal. The program aims to implement the vision of the People of California to foster the development of sustainable communities throughout California. It is designed to help local governments meet the challenges of adopting land use plans and integrating strategies in order to transform communities and create long term prosperity. Sustainable communities promotes equity, strengthen the economy, protect the environment and promote healthy, safe communities.

Website: <https://www.sgc.ca.gov/>

EXHIBIT A

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EXHIBIT A

7 Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone (360) 598-3700 Fax (360) 598-3703	CONTACT NAME Kiera Maciel
MICHAEL J. HALL & COMPANY A/E INSURANCE SERVICES 19660 10TH AVENUE N.E. POULSBO WA 98370	PHONE (360) 598-3700 FAX (360) 598-3703 E-MAIL kmaciel@hallandcompany.com ADDRESS
INSURER(S) AFFORDING COVERAGE	
INSURER A American Automobile Insurance Co. 21849	
INSURER B Greenwich Insurance Company 22322	
INSURER C	
INSURER D	
INSURER E	
INSURER F	

COVERAGE CERTIFICATE NUMBER: 166052 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LNB	TYPE OF INSURANCE	COIN INSR WWD	POLICY NUMBER	POLICY INCEPTION 08/28/13	POLICY EXPIRY 08/28/14	LIMITS	
A	GENERAL LIABILITY		MZG80950804			EACH OCCURRENCE \$ 1,000,000 HARMFUL TO PERSON & PREMISES (Each occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>						
	X OCP, XCU, BFD						
	X Separation of Insureds						
GENERAL AGGREGATE LIMIT APPLIES PER:							
	POLICY <input checked="" type="checkbox"/> PRO PTN <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY		MZG80950804	08/28/13	08/28/14	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	X All AUTO All OWNED AUTOS						
	X HIRED AUTOS						
	X Non-Own AUTOS						
	X Non-Own AUTOS Deductible \$1,000						
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR CLAIMS-MADE	CGU32044109	08/28/13	08/28/14	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$	
	EXCESS LIAB						
	DED <input checked="" type="checkbox"/> RETENTION \$						
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY		WZC81014322	08/28/13	08/28/14	X W/C STATUS <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTI \$ E/L EACH ACCIDENT \$ 1,000,000 E/L DISEASE-EA EMPLOYEE \$ 1,000,000 E/L DISEASE-POLICY LIMIT \$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						
B	Professional Liability Claims Made Form Contractors Pollution Liability: Occurrence		PEC002403106	08/28/13	08/28/14	\$1,000,000 Per Claim \$2,000,000 Per Aggregate	Retro Date: Jan. 01, 1970
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
For Information Only	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attention:	AUTHORIZED REPRESENTATIVE  Kiera Maciel

ACORD 25 (2010/05)

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EXHIBIT A

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DUDEK
2016 STANDARD SCHEDULE OF CHARGES

EXHIBIT A

ENGINEERING SERVICES

Project Director.....	\$265.00/hr
Principal Engineer III.....	\$235.00/hr
Principal Engineer II.....	\$225.00/hr
Principal Engineer I.....	\$215.00/hr
Program Manager.....	\$205.00/hr
Senior Project Manager.....	\$205.00/hr
Project Manager.....	\$195.00/hr
Senior Engineer III.....	\$195.00/hr
Senior Engineer II.....	\$185.00/hr
Senior Engineer I.....	\$175.00/hr
Project Engineer IV/Technician IV.....	\$165.00/hr
Project Engineer III/Technician III.....	\$150.00/hr
Project Engineer II/Technician II.....	\$135.00/hr
Project Engineer I/Technician I.....	\$120.00/hr
Project Coordinator.....	\$95.00/hr
Engineering Assistant.....	\$85.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$135.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist VI.....	\$185.00/hr
Environmental Specialist/Archaeologist V.....	\$165.00/hr
Environmental Specialist/Archaeologist IV.....	\$155.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Paleontologist III.....	\$165.00/hr
Environmental Specialist/Paleontologist II.....	\$145.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Archaeologist Technician II.....	\$75.00/hr
Archaeologist Technician I.....	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

<i>Technical/Drafting/CADD Services</i>	
3D Graphic Artist.....	\$155.00/hr
Senior Designer.....	\$145.00/hr
Designer.....	\$135.00/hr
Assistant Designer.....	\$130.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$125.00/hr
CADD Operator II.....	\$120.00/hr
CADD Operator I.....	\$105.00/hr
CADD Drafter.....	\$95.00/hr
CADD Technician.....	\$85.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$85.00/hr
Clerical Administration I.....	\$80.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75

times the normal rate

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost

Travel Expenses – Mileage at current IRS allowable rates Per diem where

overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually

EXHIBIT A

EXHIBIT A

EXHIBIT A

OFFICES

San Diego
800 450 1813

Orange County
949 450 2525

Inland Empire
951 300 2100

Los Angeles
626 204 9800

Coachella Valley
760 341 6660

Central Coast
805 963 0551

Bay Area
415 758 9833

Sacramento
916 443 8335

Sierra Foothills
530 887 8500

ONLINE

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facebook.com/dudeknews

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 2)
Mtg. Date April 19, 2016
Dept. Development Services Department

Item Title: **Public Hearing to Consider Planned Development Permit PDP150-0003, Tentative Map TM0-000-0062, General Plan Amendment GPA-150-0003, and Zoning Amendment ZA1-500-0004 Authorizing a 25-Lot Subdivision and Construction of 22 Dwelling Units on 2.064 Acres at the Southwest Corner of Palm Street and Camino De Las Palmas.**

Staff Contact: **David De Vries, Development Services Director**

Recommendation:

- 1) Conduct the public hearing;
- 2) Adopt a resolution (**Attachment B**) approving General Plan Amendment GPA-150-0003 and certifying Mitigated Negative Declaration ND16-02;
- 3) Introduce and conduct first reading of Ordinance No. 440 (**Attachment C**) approving Zoning Amendment (ZA1-500-0004);
- 4) Adopt a resolution (**Attachment D**) approving Tentative Map TM0-000-0062; and
- 5) Adopt a resolution (**Attachment E**) approving Planned Development Permit PDP-150-0003.

Item Summary:

The proposed project is located on the southwest corner of Palm Street and Camino De Las Palmas on a 2.064 acre vacant site in the Residential Low and Residential Low/Medium Zones. The request is to: 1) amend the General Plan Land use designation from Transportation to Medium Density Residential (up to 14 dwelling units per acre); 2) amend the Zoning District from Residential Low (RL) and Residential Low/Medium (RL/M) to Residential Medium (RM); 3) approve a Tentative Subdivision Map to authorize a 25-lot subdivision, including 22 residential lots, one private street lot (0.310 acres), and two common area lots; and approve a Planned Development Permit for development of the site. The attached staff report (**Attachment A**) describes the project in detail. The project, as proposed and conditioned in the resolutions (**Attachments D & E**), complies with the Municipal Code.

Fiscal Impact:

No fiscal impact.

Environmental Review:

<input type="checkbox"/> Not subject to review	<input type="checkbox"/> Negative Declaration
<input type="checkbox"/> Categorically Exempt	<input checked="" type="checkbox"/> Mitigated Negative Declaration

Public Information:

None Newsletter article Notice to property owners within 500 ft.
 Notice published in local newspaper Neighborhood meeting

Attachments:

A. Staff Report F. Mitigated Negative Declaration ND16-02
B. Resolution (GPA-150-0003) G. Vicinity Map
C. Ordinance 440 (ZA1-500-0004) H. General Plan Tables CD-1 & 2
D. Resolution (TM0-000-0062) I. Letter from the Applicant
E. Resolution (PDP-150-0003) J. Exhibit "A"—Project Plans |

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 2

Mtg. Date April 19, 2016

Item Title: Public Hearing to Consider Planned Development Permit PDP-150-0003, Tentative Map TM0-000-0062, General Plan Amendment GPA-150-0003, and Zoning Amendment ZA1-500-0004 Authorizing a 25-Lot Subdivision and Construction of 22 Dwelling Units on 2.064 Acres at the Southwest Corner of Palm Street and Camino De Las Palmas.

Staff Contact: David De Vries, Development Services Director

Application Summary:

APPLICANT/OWNER:	Chris Dahrling, Vista Azul, LLC, 8109 Santaluz Village Green South, San Diego, CA 92127
PROPERTY LOCATION:	The site is located on the southwest corner of Palm Street and Camino De Las Palmas (APN: 503-252-42-00).
PROJECT AREA:	2.064 acres (89,908 square feet) gross and 1.757 acres (76,542 square feet) net
EXISTING ZONE:	Residential Low (RL) & Residential Low/Medium (RL/M)
GENERAL PLAN LAND USE DESIGNATION:	Transportation (Special Treatment Area VII, Troy Street/SR-125 Planning Area)
SURROUNDING PROPERTIES:	North: Single-family residential South: Single-family residential East: Vacant Caltrans property and State Route 125 West: Liberty Charter High School and single-family residential
ENVIRONMENTAL IMPACT:	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 identified potential impacts with appropriate mitigations associated with: Cultural Resources, Hydrology & Water Quality, and Noise. A draft MND was filed with the County Clerk prior to the City Council public hearing.

Attachment A

Discussion:

Site and Project Description

Chris Dahrling, Vista Azul, LLC filed a complete application on February 10, 2016.

The property is a vacant 89,908 square foot (2.064 gross acre) parcel, which is a former Caltrans right-of-way that remained after construction of State Route (SR) 125. The proposed project is a request to: 1) amend the General Plan Land Use Designation from Transportation to Medium Density Residential (up to 14 dwelling units per acre); 2) amend the Zoning District from Residential Low (RL) and Residential Low/Medium (RL/M) to Residential Medium (RM); 3) approve a Tentative Subdivision Map to authorize a 25-lot subdivision, including 22 residential lots, one private street lot, and two common area lots; and 4) approve an associated Planned Development Permit. This staff report provides a description of the existing site, the proposed project and the conformance to the regulatory framework.

The project proposes six single-family units and eight twin-homes (two attached single-family units on separate legal lots) for a total of 22 dwelling units. It is designed to provide three detached single-family residences along the Palm Street cul-de-sac and three additional detached single-family residences at the northwest end of the project site on Palm Street adjacent to Liberty Charter High School. The remaining 16 dwelling units are composed of eight twin-homes, which are located along the remainder of the site that is adjacent to Palm Street, along Camino De Las Palmas, and in the center of the site. The subdivision proposes 22 residential lots ranging in size from 1,351 square feet to 9,674 square feet and three additional lots, including a lot for the private street, a lot providing open space (Lot B), and a common private parking lot (Lot C). The open space lot will provide 2,268 square feet of common usable open space directly accessible from the private street, including a toddler play structure, turf, picnic table, bench, and a barbecue. The open space lot will also include a public art element, up-lighting, and enhanced landscaping at the intersection of Palm Street and Camino De Las Palmas. Additionally, each unit has private open space ranging from 156 to 336 square feet, or a total of 5,425 square feet. Total net area of the development (excluding the private street) is 1.754 acres. The maximum density for the proposed Medium Residential land use designation is 14 dwelling units per acre, or a maximum of 24 dwelling units. The proposed density is 12.5 dwelling units per acre, 22 total dwelling units.

The proposed private street will take access from the cul-de-sac portion of Palm Street at two locations. The private street provides sidewalks on both sides and rolled curb and gutters with increased widths in various areas to provide an enhanced pedestrian environment. Required guest parking will be provided by one on-street parallel parking space and a common parking area with five parking spaces and a bike rack. Other improvements for the project include a project monument sign on the cul-de-sac portion of Palm Street, hardscape, landscaping and irrigation, lighting, a detention basin at the southeast corner of the site, a six-foot high sound wall behind the proposed units on Lots 1 through 9 and the open space area, and stairs and a walkway that provide access from the project to Palm Street to the north.

The State has established Regional Housing Needs Allocation (RHNA) targets for each city in order to ensure adequate housing stock. The RHNA targets create a threshold for cities in order to obtain grant and transportation funding. This project works towards the City's goals of meeting its RHNA figures. Staff projects that these homes will be available to households of above-moderate income level. The project also meets housing policies of the Housing Element as it relates to promoting a mix of housing types and encouraging a balanced mix of housing.

Attachment A

Land Use Designation

The existing General Plan land use designation is Transportation, which provides for transportation facilities and associated rights-of-way. The proposed project includes a General Plan Amendment to redesignate the site from Transportation to Medium Density Residential (up to 14 dwelling units per acre). The General Plan Special Treatment Area overlay acknowledged that a future general plan amendment would be required after Caltrans sold excess right-of-way subsequent to construction of SR-125, and anticipated the same designation as the designation of adjacent properties. The residential properties directly across the Palm Street cul-de-sac to the south of the project are designated Low/Medium Density Residential (up to 7 du/ac). The properties across Palm Street to the north have a Transportation land use designation and further north and northwest have a Low Density Residential designation (up to 4 du/ac). The site is conducive to a higher density due to its location, which is on a high trafficked collector street, it is directly adjacent to a school on the west, and it is within a quarter mile of a bus stop which is located at Sweetwater Road and Troy Street. There is vacant Caltrans right-of-way across Camino De Las Palmas to the east.

Zoning District Amendment and Regulations

The property is currently zoned Residential Low and Residential Low-Medium (up to 7 du/ac). The project proposes a Zoning Amendment to Residential Medium (up to 14 du/ac).

The Lemon Grove Municipal Code allows applicants to request deviations from development standards through the Planned Development Permit process where it can be found that the project provides equivalent benefits and/or achieves efficiencies in use, structures, transportation and/or utility systems. The applicant proposes a pedestrian-oriented infill development with a mix of housing types (single-family homes and twin-homes); large setbacks from Palm Street and Camino De Las Palmas; bicycle racks for each residence and sited throughout the development; an enhanced common open space that provides a recreational area for the project; enhanced landscaping throughout the site; a public art feature; and residences that exceed energy efficiency standards. In order to accomplish this project design, the applicant requests various deviations from the Zoning and Subdivision Codes, including deviations to the building envelope, setbacks, lot size and dimensions, open space, building height, and public street requirements.

The following table describes the development standards of the Residential Medium Zone

Criteria	Residential Medium (RM) Zone Development Standard	Proposed Development Standard and Deviations
Open Space	12,000 sq. ft. total common usable open space	2,268 sq. ft. common usable open space, plus 5,425 sq. ft. private open space
Min. Lot Area	6,000 SF (allows multi-family units on one lot)	Lot size ranges from 1,351 square feet to 9,674 square feet
Min. Lot Width/Depth	60-feet by 90-feet	24-feet by 45-feet minimum provided
Setbacks	25-feet (front) 5-feet (side) 20-feet (rear)	3-feet (front)* 0-feet (side)* 5-feet (rear)* *Minimum provided.

Attachment A

Building Height	25-feet maximum; height extensions up to 10 feet high allowed if all setback are increased 5 feet.	33'-8" maximum; two and three stories. Increased setbacks are not proposed.
Max. Building Coverage	None established.	Approximately 22%
Bicycle Parking	Five required.	Bike racks provided in the common parking area and the common open space. Each unit provides a ceiling-mounted bike rack within the garage.

Building Design

A total of six detached single-family residences are proposed. The single-family residences are positioned along the Palm Street cul-de-sac and adjacent to the school providing a density transition buffer between the existing single-family neighborhoods to the south and west (transitions from single-family residences to twin homes). Five different floor plans are provided for the single-family dwellings, which range in size from 1,753 to 2,226 square feet of living area. Two units are two-story and the remaining units are three stories. All the single-family units have four bedrooms and between two and one-half to four bathrooms. The remaining 16 dwelling units consist of eight twin-homes. Two different floor plans are provided for the twinhomes, which range in size from 1,803 to 1,834 square feet of living area. All the twinhomes have three bedrooms and three bathrooms and are three stories.

In total, there are seven different floor plans for the 22 units. The elevations show each floor plan varies in roof and siding materials, window treatments, doors, garage doors, decks, pop outs, and covered patio areas, as well building massing. The neighboring properties to the south are single-family residences with varying forms and sizes and largely have stucco siding with asphalt shingle roofing with varying window treatments and siding accents consisting of stone or vertical or horizontal wood siding. All of the proposed plans have varying earth tone colors. The project proposes roof and siding and window treatments as follows:

Plan Type (# of units)	Description
1A (1 unit)	Two-story single-family residence with concrete Spanish style tile roof, stucco siding, and shutter window treatments.
1B and 1X-B (2 units)	Two (1B) and three (1X-B) story single-family residences with concrete flat style tile roof, stucco and board and batten siding, and an alternative shutter window treatment.
1X-C (1 unit)	Three story single-family residence with an alternative concrete flat style tile roof, stucco and horizontal wood siding, and a planter style window treatment.
2A (2 units)	Three story single-family residence with concrete Spanish style tile roof, stucco siding, and shutter window treatments.
3A (8 units)	Three story twin homes with concrete Spanish style tile roof, stucco siding, and shutter window treatments.

Attachment A

3B (8 units)	Three story twin homes with concrete flat style tile roof, stucco and shingle siding, and an alternative shutter window treatment.
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All the units have attached two-car garages with varying styles and colors.

Grading

The site is vacant and consists of a relatively flat pad bounded almost entirely by descending slopes that allows for view lots to be created. The slopes vary in gradient from 2:1 (horizontal to vertical) above Palm Street and Camino De Las Palmas, to gentler slopes at gradients of approximately 3:1 to 4:1 above the southernmost frontage of Camino De Las Palmas and along the Palm Street cul-de-sac. Existing slope heights vary up to approximately 30 feet, with the tallest slopes near the intersection of Palm Street and Camino De Las Palmas. The entire site is proposed to be graded to provide lots that step down gradually along Palm Street from west to east and along Camino De Las Palmas from north to south. Three- to six-foot retaining walls will be provided to accomplish the changes in grade (approximately 13.4 feet change in finished pad elevations).

Landscaping/Screening

Projects located in residential zones are required to landscape 15 percent of the total lot area. The project proposes a total of 42,123 square feet of landscaping or approximately 47 percent of the gross lot area. Proposed landscaping includes 33 street trees on Palm Street, Camino De Las Palmas, and the cul-de-sac portion of Palm Street. The 17 existing palm trees along the public streets will be retained, with 16 new street trees installed along the three adjoining public streets. An additional 78 trees will be planted on the property including five citrus and plum trees as required by the new landscape provisions. All landscaping along the street and on-site will be maintained by a private Home Owners Association (HOA).

Traffic

The Trip Generation Analysis that was prepared for this project estimates the project will generate approximately 220 average daily trips (ADT) per day. Based on the San Diego Traffic Engineers' Council (SANTEC) and the Institute of Transportation Engineers (ITE) document *SANTEC/ITE Guidelines for Traffic Impact Studies in the San Diego Region*, a traffic impact study is not required because the project's trip generation is calculated to be less than 1,000 ADT and less than 100 peak hour trips. Additionally, the Trip Generation Analysis determined that the ADT and number of peak hour trips generated by the proposed project does not trigger Caltrans' threshold for a requirement to analyze State highway facilities.

Approximately 90 percent of the trips generated by the proposed project are expected to be distributed onto Palm Street Street, with approximately 50 percent heading west into Lemon Grove and 40 percent heading east toward Spring Valley (County of San Diego). Palm Street is designated as a Class II Collector in the Mobility Element of the General Plan, and the addition of approximately 220 vehicle trips is not expected to have any significant traffic impacts.

Off-Street Parking

The off-street parking requirements for projects in the Residential Medium zone are noted in the table below. The project proposes a mix of six detached single-family residences and eight twin-homes (duplexes, for the purpose of the City's parking requirements). Single-family residences require two parking spaces per dwelling unit, with the spaces required to be garaged. Duplexes of one bedroom or more require two parking spaces per unit, one of which must be covered. Duplexes also require guest parking at the rate of one space per four dwelling units.

Attachment A

PARKING REQUIREMENTS			
Use (RM Zone Proposed)	Number of Units	Parking Ratio	Spaces Required
Single-Family Residential	Six Single-Family Residences	2/Unit, Garaged	12
Duplex (1+ Bedrooms)	16 Units	2/Unit, One of which must be Covered	32 (16 must be covered)
Guest Parking (Duplex)	16 Units	1/Four Units	4
Total Required			48
Parking Provided On-site	22 Units	2.27/Unit	50

The project proposes two-car garages for all units, plus a total of six guest parking spaces, including one parallel space on the private street and five spaces within the private parking area located on the north side of the property. A ceiling-mounted bicycle parking space is provided within each garage, and bike racks will be provided in the common open space area and the private parking area.

Noise

State Route 125 and Palm Street are the primary noise sources within close proximity of the project. A noise study was conducted for this project. It shows that predicted exterior noise levels at the proposed building façades and outdoor of the several lots generally along Camino De Las Palmas would all exceed the maximum 65 dB CNEL. As a mitigation measure, a six-foot sound wall will be constructed adjacent to these lots. In addition, the noise study showed that a "windows open" condition will not provide adequate interior noise mitigations at all units. Therefore, a "closed window" condition is required for all units subject to noise levels above 60 dBA CNEL to reduce interior noise levels to comply with the City of Lemon Grove requirements. The "windows closed" condition requires that mechanical ventilation be installed to move air within the structure. As a mitigation measure, specific construction assemblies and mechanical ventilation are required to ensure that the interior levels are reduced below 45 dBA CNEL. These mitigation measures have been included as conditions in the Draft Resolution of Approval.

Public Street Dedication and Improvement Requirements

There is existing curb, gutter, and sidewalk along the frontages of Palm Street, Camino De Las Palmas and the Palm Street cul-de-sac. Additional street trees and landscape are proposed within the four to five foot wide landscape parkway behind the sidewalk.

Appropriate street dedication is already provided on Palm Street and Camino De Las Palmas. There is an existing 52 foot right-of-way width on the Palm Street cul-de-sac where a 56 foot right-of-way width could be required. Staff felt the existing street width was adequate to provide on-street parking, sufficient vehicle travel lanes, and sidewalk and landscape parkway to not warrant additional right-of-way dedication.

Appropriate requirements have been included in the Draft Resolution of Approval.

Undergrounding of Overhead Utility Lines

Existing overhead utility lines located within the boundaries of the property or within the one-half right-of-way abutting the subject property are required to be placed underground. There is

Attachment A

existing power poles located on the property. The service on these poles is to be placed underground, as well as any new services to the project. A condition has been included in the Draft Resolution of Approval requiring the undergrounding of all new services to the proposed project.

Drainage/Water Quality

The applicant prepared a Hydrology Report, a Hydro Modification Plan (HMP), and a Major Stormwater Management Plan (Major SWMP) for this project. Low impact design, including permeable pavers in driveways and a detention basin will be used to minimize new stormwater created from this project. According to the Hydrology Report prepared for this project, the increase in flow is not anticipated to have significant impacts on the downstream storm drain facilities. The Hydromodification Plan prepared for this project determined that the post-construction hydrologic characteristics of the project simulate the pre-development hydrologic characteristics at the point of compliance, and the project is not required to manage Hydromodification impacts.

The implementation, construction and on-going maintenance of the project components recommended in these reports are included as conditions in the Draft Resolution of Approval.

Expiration Date of the Planned Development Permit

The Tentative Map and Planned Development Permits will expire within two (2) years if the final map has not been recorded. This requirement has been included in the Resolution of Approval. The General Plan Amendment will be effective after approval and Zoning Amendment will be effective upon second reading of the zoning amendment ordinance.

Public Information:

The Notice of Public Hearing was published in the March 24, 2016 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property.

A Native American Tribal Government Consultation was conducted pursuant to Government Code Sections 6540.2, 65092, 65351, 65352.3, 65352.4, 65562.5 et. seq.

Additionally, the applicant did conduct a neighborhood meeting to answer questions of nearby property owners.

The City received no comments in response to the Notice of Public Hearing and Environmental Analysis at the time this staff report was prepared. Staff will provide the Council at the time of the public hearing with any comments that may come in past the distribution of the staff report.

Conclusion:

Staff recommends that the City Council conduct the public hearing, introduce and conduct first reading of the Ordinance (**Attachment C**) and approve the resolutions (**Attachments B, D, and E**).

Attachment B

RESOLUTION NO.:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING GENERAL PLAN AMENDMENT GPA-150-003 AMENDING THE GENERAL PLAN LAND USE DESIGNATION FROM TRANSPORTATION TO MEDIUM DENSITY RESIDENTIAL FOR A PROPERTY LOCATED AT THE SOUTHWEST CORNER OF PALM STREET AND CAMINO DE LAS PALMS, LEMON GROVE, CALIFORNIA

WHEREAS, the applicant, Chris Dahrling, Vista Azul, LLC, filed a complete application for approval of a General Plan Amendment (GPA-150-0003) and a Zoning Amendment (ZA1-500-0004) on February 10, 2016 to amend the General Plan from Transportation to Medium Density Residential (up to 14 dwelling units per acre) and to amend the Zoning District from Residential Low and Residential Low/Medium to Residential Medium as part of a request for approval of a Tentative Map (TM0062) and Planned Development Permit (PDP150-0003) to authorize the subdivision of 2.064 acres of land into 25 parcels, including 22 residential lots with 22 dwelling units, a lot for a private street, a lot for common parking, and a lot for common open space; 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, Hydrology & Water Quality, and Noise 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, on April 19, 2016, a public hearing was duly noticed and held by the Lemon Grove City Council; and

WHEREAS, the City Council finds that the General Plan Amendment is in accordance with Government Code Sections 65350 to 65359 and is consistent with the goals and policies of the General Plan and Chapter 18.40 (General Plan Conformity) of the Municipal Code:

The existing General Plan land use designation is Transportation, which provides for transportation facilities and associated rights-of-way. This site was formerly Caltrans right-of-way which was sold after completion of SR-125. The proposed project includes a General Plan Amendment to redesignate the site from Transportation to Medium Density Residential. The General Plan acknowledged that a future general plan amendment would be required after Caltrans sold excess right-of-way subsequent to construction of SR-125. The site is conducive to a higher density due to its location, which is on a high trafficked collector street, it is directly adjacent to a school on the west, and it is within a quarter mile of a bus stop; 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. Certifies the adequacy of the Mitigated Negative Declaration of Environmental Impact ND16-02; and

Attachment B

SECTION 3. Approves General Plan Amendment GPA-150-0003 amending the General Plan Land Use Designation from Transportation to Medium Density Residential (up to 14 dwelling units per net acre) for property located at the southwest corner of Palm Street and Camino De Las Palmas (APN No. 503-252-42-00). |

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Attachment C

ORDINANCE NO. 440

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING ZONING AMENDMENT ZA1-500-0004 AMENDING THE ZONING DISTRICT FROM RESIDENTIAL LOW (RL) AND RESIDENTIAL LOW/MEDIUM (RL/M) TO RESIDENTIAL MEDIUM (RM) FOR PROPERTY LOCATED AT THE SOUTHWEST CORNER OF PALM STREET AND CAMINO DE LAS PALMAS, LEMON GROVE, CALIFORNIA

WHEREAS, the applicant, Chris Dahrling, Vista Azul, LLC, filed a complete application for approval of a General Plan Amendment (GPA-150-0003) and a Zoning Amendment (ZA1-500-0004) on February 10, 2016 to amend the General Plan from Transportation to Medium Density Residential and to amend the Zoning District from Residential Low and Residential Low/Medium to Residential Medium as part of a request for approval of a Tentative Map (TM0062) and Planned Development Permit (PDP150-0003) to authorize the subdivision of 2.064 acres of land into 25 parcels, including 22 residential lots with 22 dwelling units, a lot for a private street, a lot for common parking, and a lot for common open space; 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, Hydrology & Water Quality, and Noise 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, on April 19, 2016, a public hearing was duly noticed and held by the Lemon Grove City Council; and

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

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

The existing General Plan land use designation is Transportation, which provides for transportation facilities and associated rights-of-way. This site was formerly Caltrans right-of-way which was sold after completion of SR-125. The proposed project includes a General Plan Amendment to redesignate the site from Transportation to Medium Density Residential. As a part of the Special Treatment Area overlay, the General Plan acknowledged that a future general plan amendment would be required after Caltrans sold excess right-of-way subsequent to construction of SR-125.

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

The site is conducive to a higher density due to its location, which is on a high trafficked collector street, it is directly adjacent to a school on the west, and it is within a quarter mile of a bus stop.

THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA DOES ORDAIN AS FOLLOWS:

Attachment D

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

SECTION 2. Approve Zoning Amendment ZA1-500-0004 amending the Zoning District from Residential Low and Residential Low/Medium to Residential Medium for property located at the southwest corner of Palm Street and Camino De Las Palmas (APN No. 503-252-42-00).

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Attachment D

RESOLUTION NO.

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-TWO RESIDENTIAL LOTS, ONE COMMON LOT FOR A PRIVATE STREET, ONE COMMON LOT FOR PARKING, AND ONE COMMON LOT FOR OPEN SPACE ON AN UNDEVELOPED SITE AT THE SOUTHWEST CORNER OF PALM STREET AND CAMINO DE LAS PALMAS, LEMON GROVE, CALIFORNIA.

WHEREAS, the applicant, Chris Dahrling, Vista Azul, LLC, filed a complete application for a Tentative Map (TM0-000-062) on February 10, 2016 to authorize the subdivision of 2.064 acres of land into 22 residential lots, a lot for a private street, a lot for common parking, and a lot 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, 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, Hydrology & Water Quality, and Noise 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 April 19, 2016; and

WHEREAS, the City Council finds that the tentative map is consistent with the Lemon Grove General Plan because it proposes lots for 22 dwelling units at a density of 12.5 dwelling units per acre on a 1.757 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

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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 February 10, 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 22 planned development lots with areas ranging from 1,351 square feet to 9,674 square feet.
2. Section 16.12.220C (Lots Shall Front on Dedicated Street) to allow 22 planned development lots to not front on a dedicated street.

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3. Section 16.12.220D (Minimum Lot Width and Depth of 60 feet by 90 feet) to allow 22 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 February 10, 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 22 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 SUBDIVIDER/APPLICANT SHALL COMPLY WITH THE FOLLOWING:**
 1. All physical elements of the proposed project shown on the approved plans dated February 10, 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.

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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 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.
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. Grading plans shall be prepared and submitted with the grading permit application in accordance with the city engineering standards and the requirements of the City Engineer.
18. All grading plans shall be signed by a registered civil engineer and by the soil engineer.
19. Conditions imposed by the city engineer shall be shown on the grading plans under the heading "General Notes."

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20. 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 drainage structures or facilities, including standard terrace drains, slope planting, irrigation system, erosion control devices, retaining walls and similar facilities authorized by the permit.
21. Submit improvement plans and enter into a secured agreement for public street improvements to the satisfaction of the City Engineer.
22. 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.
23. 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.
24. 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.
25. 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.
26. Obtain written letter of conditional approval from FEMA for development within Flood Plan 'X'.

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27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.
35. 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.
36. Improvements, where applicable, shall conform to the San Diego Regional Standard Drawings unless otherwise specified by the City Engineer.
37. 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 required such other diameter of water supply pipe as may be recommended by Helix Water District.

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38. 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.
39. The subdivider shall provide the City Engineer with letters from the serving utility companies stating that arrangements satisfactory to the utility have been made to serve all parcels created. No letter will be required from the Pacific Bell Telephone Company.
40. 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.
41. The Sewer main for this project shall be designated as private, not public.
42. Each dwelling unit of the proposed subdivision shall be connected to a sewer of the Lemon Grove Sanitation District.
43. Provide the City with a final drainage/hydrology report indicating that the site design is in accordance with the report and the National Pollutant Discharge Elimination System (NPDES) permit. On-site drainage shall be in compliance with the NPDES permit.
44. 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.
45. 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.
46. 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.
47. 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.
48. All land development work shall be performed by a contractor licensed by the state to perform the types of work required by the permit.
49. 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

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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.

50. 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.
51. 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.
52. Submit street improvement plans with roadway cross-sections with rolled curb configuration to the Fire Marshal for review and approval. Minimum 20 foot fire lane for emergency access required.
53. 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.
54. 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 jurisdiction. When any portion of the facility or building protected is in excess of 400 feet (122 mm) 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.
55. 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 paleontological techniques and procedures.

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- 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. 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.
- e. 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.
- f. The paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall clean, repair and sort salvaged fossils and artifacts for eventual donation.
- g. 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.
- h. 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.

56. One temporary on-site sign legible from the major vehicle travel lanes adjacent to the project shall be 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.

57. 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.

58. 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.

59. 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

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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.

60. 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.
61. Fire apparatus access roads (all roads in the project) shall be paved, 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.
62. 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.
63. 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.

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 February 10, 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 22 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

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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. 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. 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 annunciations, and RTU/HVAC detectors.

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

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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, bioretention areas, underground storage pipes, and outlet structures identified in the Standard Water Quality Management Plan (SWQMP) shall be installed. Any modifications to the bioretention 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

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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. 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.
21. 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.
22. 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.
23. The Developer and Current and Future Property Owners shall adhere to the recommendations of the requirements of the Storm Water Quality Management Plan

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(SWQMP) prepared for this project to the satisfaction of the Water Quality Program Coordinator.

24. 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.

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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. Each parcel shall be subject to inclusion into the Lemon Grove Roadway Lighting District which includes an annual assessment.
5. 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.
6. 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 1/2 ports and must be an approved fire hydrant type.
7. Backflow prevention devices for private building sewers shall be required pursuant to Section 710.0 of the CBC (2000 UPC).
8. Pay \$85 for the preparation and recordation of each document as required for the subject permit.
9. 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.
10. 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.

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- 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. Sewer and water lines shall not be laid in the same trench in any part of this subdivision.
- e. 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.

11. 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-two (22) dwelling units.
- c. The final map shall include the signature of the Development Services Director prior to recording.
- 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. The subdivider shall provide a public access easement for the proposed pedestrian access way through the site from the Palm Street Cul-de-sac to Palm Street.
- f. A note shall be placed on the final map indicating that domestic water supplied for this project shall come from Helix Water District.

12. 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

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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.
- 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.

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- 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.

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-two (22) 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, barbeques, 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 April 19, 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

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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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RESOLUTION NO.:

RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING PLANNED DEVELOPMENT PERMIT PDP-150-0003 AUTHORIZING THE DEVELOPMENT OF A TWENTY-TWO UNIT PLANNED DEVELOPMENT ON A 2.064 ACRE UNDEVELOPED SITE AT THE SOUTHWEST CORNER OF PALM STREET AND CAMINO DE LAS PALMAS, LEMON GROVE, CALIFORNIA.

WHEREAS, the applicant, Chris Dahrling, Vista Azul, LLC, filed a complete application for a Planned Development Permit (PDP-150-0003) and a Tentative Subdivision Map (TM0062) on February 10, 2016 to authorize the subdivision of 2.064 acres of land into 25 parcels, including 22 residential lots, a lot for a private street, a lot for common parking, and a lot for common open space, and construction of 22 dwelling units, as part of a request for approval of a General Plan Amendment (GPA-150-0003) and a Zoning Amendment (ZA1-500-0004) to amend the General Plan Land Use Designation from Transportation to Medium Density Residential and to amend the Zoning District from Residential Low and Residential Low/Medium to Residential Medium; 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, Hydrology & Water Quality, and Noise 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 April 19, 2016; and

WHEREAS, the City Council has determined that the following Planned Development Permit findings of fact, as required by Section 17.28.030(C), can be made as follows:

1. That the development is not detrimental to the public interest, health, safety, or general welfare.
 - a. The City Council finds that the design of the proposed project complies, or will be made to comply with all of the applicable requirements of the City Zoning Ordinance relating to public safety and no such detriment should occur.
2. That the development complies with applicable provision of the Zoning Ordinance (Title 17) and/or deviations that comply with applicable provisions in subsection D of the Planned Development Permit regulations (Section 17.28.030).
 - a. The City Council finds that the proposed project complies with, or conditions have been included for this project to require it comply with the Zoning Ordinance requirements relating to off-street parking, screening, and landscaping and waivers or modifications to the minimum lot area, width, and depth, setbacks, usable open space, and landscape requirements are offset by the provision of enhanced pedestrian and bicycle improvements and recreational/outdoor amenities.
3. That the development is consistent with general plan policies and standards and other applicable plans or policies adopted by the City Council.

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- a. The City Council finds that the Planned Development is consistent with the General Plan policies and standards because the project includes a General Plan Amendment to Residential Medium which allows the residential development at the form and scale proposed; and
4. That the development density or intensity does not exceed general plan limitations.
 - a. The City Council finds that the Planned Development is consistent with the Lemon Grove General Plan because it proposes 22 dwelling units at a density of 12.5 dwelling units per acre on a 1.757 net acre parcel of land in the Medium Density Residential land use designation of the Lemon Grove General Plan which allows a residential development with a maximum of 14 dwelling units per net acre; and
5. That the existing infrastructure such as utilities, transportation systems, and communications networks adequately serve the development or will be upgraded to efficiently accommodate the additional burdens imposed.
 - a. The City council finds that appropriate public services (e.g., sewer, water, gas, and electricity) exist to the subject property and that improvements proposed for the project allow for safe circulation of pedestrian, bicyclists, and motor vehicles and improve the general welfare of the community; and

WHEREAS, the City Council has determined that the following deviations as permitted by the Planned Development Permit regulations (Section 17.28.030D) are adequately offset by equivalent benefits associated with enhanced pedestrian, landscape, bicycle, and public art improvements and recreational/outdoor amenities:

1. A deviation of Section 16.16.291A (Residential Lot Design Standards) to allow the reduction of the minimum building envelope (minimum 28' wide by 50' deep is required, 25'-11" wide by 35'-6" is provided); and
2. A deviation of Section 17.16.030D3 (Minimum Yards) to allow reduced setbacks (minimum 25' front, 3' side, and 20' rear is required, minimum 3' front, 0' side, 5' rear is provided); and
3. A deviation of Section 17.16.030D1 (Minimum Site Area) to allow reduced lot size (minimum 6,000 sq. ft. required, minimum 1,367 sq. ft. provided); and
4. A deviation of 17.16.030D2 (Minimum Site Width and Depth) to allow reduced lot dimensions (minimum 60' wide by 90' deep required, minimum 25' wide by 45' deep provided); and
5. Deviations of Section 16.12.220 related to all units fronting on a dedicated public street, where instead a private street is provided with pedestrian paths on both sides as follows:
 - a. Minimum 56' wide public street right-of-way required; 29.5' private street lot width provided; and
 - b. Minimum 5' landscaped parkways required; no landscaped parkways provided; and
 - c. Parking on both sides of street required; no parking on private street provided except one parallel space; and
6. A deviation of Section 17.16.030D5 (Minimum Usable Open Space) to allow reduced open space (12,000 common usable open space required, 2,268 sq. ft. provided); and
7. A deviation of Section 17.16.030D4a (Maximum Building Height) to allow increase in building height (maximum 25' allowed, maximum 33'-8" provided); and

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8. A deviation of Section 16.12.230E to allow reduced street entrance separation (200' required, 190' provided); and
9. A deviation of Section 16.12.220I to exceed the maximum depth to width lot ratio (3:1 maximum required, 5.2:1 provided); and
10. A deviation of Section 17.24.010F to allow a reduced parking aisle (24' required, 22.5' provided); and

WHEREAS, the City Council has considered Tentative Subdivision Map TM-000-0062, associated with Planned Development Permit (PDP150-0003); 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. Approves the following deviations of Development Standards in accordance with Section 17.28.030D (Deviations):

1. A deviation of Section 16.16.291A (Residential Lot Design Standards) to allow the reduction of the minimum building envelope (minimum 28' wide by 50' deep is required, 25'-11" wide by 35'-6" is provided); and
2. A deviation of Section 17.16.030D3 (Minimum Site Width and Depth) to allow reduced setbacks (minimum 25' front, 3' side, and 20' rear is required, minimum 3' front, 0' side, 5' rear is provided); and
3. A deviation of Section 17.16.030D1 (Minimum Site Area) to allow reduced lot size (minimum 6,000 sq. ft. required, minimum 1,367 sq. ft. provided); and
4. A deviation of 17.16.030D2 (Minimum Site Width and Depth) to allow reduced lot dimensions (minimum 60' wide by 90' deep required, minimum 25' wide by 45' deep provided); and
5. Deviations of Section 16.220 related to all units fronting on a dedicated public street, where instead a private street is provided with pedestrian paths on both sides as follows:
 - a. Minimum 56' wide public street right-of-way required; 29.5' private street lot width provided; and
 - b. Minimum 5' landscaped parkways required; no landscaped parkways provided; and
 - c. Parking on both sides of street required; no parking on private street provided except on parallel space; and
6. A deviation of Section 17.16.030D5 (Minimum Usable Open Space) to allow reduced open space (12,000 common usable open space required, 2,268 sq. ft. provided); and
7. A deviation of Section 17.16030D4a (Maximum Building Height) to allow increase in building height (maximum 25' allowed, maximum 33'-8" provided); and
8. A deviation of Section 16.12.230E to allow reduced street entrance separation (200' required, 190' provided); and
9. A deviation of Section 16.12.220I to exceed the maximum depth to width lot ratio (3:1 maximum required, 5.2:1 provided); and
10. A deviation of Section 17.24.010F to allow a reduced parking aisle (24' required, 22.5' provided); and

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SECTION 3. Conditionally approves Planned Development Permit PDP-150-0003 in conjunction with Tentative Map TM-000-0062 and the grading, site, landscape, and architectural plans dated received February 10, 2016 (incorporated herein by reference as Exhibit A), except as noted herein. This approval authorizes the development of a 2.064 acre parcel into 22 dwelling units with associated common area improvements and a private street on an undeveloped site at the southwest corner of Palm Street and Camino De Las Palmas, Lemon Grove, California (APN No. 503-252-42-00). Except as amended, the approval of this project shall be subject to the following conditions:

- A. PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE CONSTRUCTION AUTHORIZED BY PLANNED DEVELOPMENT PERMIT PDP-150-0003:
 1. All physical elements shown on the approved plans shall be located substantially where they are shown and shall be constructed in accordance with the Municipal Code. The Development Services Director has the authority to allow modifications to the approved plans when the modifications are found to be in substantial conformance (minor deviations in colors, roof and siding material acceptable) and in compliance with the Municipal Code and General Plan.
 2. Pay parkland fees, school fees, Helix Water District Capacity fees, Regional Transportation Congestion Improvement Program (RTCIP) fees, sewer connection fees, and other applicable development fees.
 3. Record the Final Map for TM-000-0062 unless otherwise determined by the Development Services Director.
 4. A two-car garage is required for each single-family residence with appropriate access.
 5. An 18 foot wide by 19 foot clear space is required within all required two-car garages.
 6. All garage doors shall be equipped with an automatic roll-up garage door and remote control.
 7. Show the location, height, and materials of all fencing.
 8. Submit a landscape documentation package for landscape on-site and within the public right-of-way. The documentation package shall include a detailed landscape and irrigation plan for the entire project. 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.
 9. The building plans for the proposed residential units shall include a color and materials board to the satisfaction of the Development Services Director.
 10. 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.
 11. Vehicular sight distance of all driveway entrances shall be to the satisfaction of the City Engineer.
 12. Each dwelling unit in the development shall be protected with an approved automatic fire suppression sprinkler system to the satisfaction of the Fire Marshal.

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13. The private driveway is to be designated as a Fire Lane. Fire lanes (20-foot clear with no parking) and fire lane markings shall be provided to the satisfaction of the Lemon Grove Fire Department along the private vehicular driveway within the project. The fire lane will be designated per City Fire Department standards and shall be marked and posted "No Parking-Fire Lane" and the curb shall be painted red to the satisfaction of the City of Lemon Grove Fire District. A final inspection by the Fire Department shall be required to confirm compliance with this requirement prior to the construction with combustible materials and final occupancy.
14. All access roadways and driveways shall maintain a minimum vertical clearance of 13'-6" to the satisfaction of the Fire Marshal.
15. Install only high efficiency appliances, use only high-efficiency watering technologies, and landscape using low-water-use plants as follows:
 - a. Install the following indoor fixtures:
 - i. High-efficiency toilets (1.28 gallons or less per flush);
 - ii. High-efficiency dishwashers (Energy Star, WaterSense or equivalent);
 - iii. High-efficiency clothes washers (3.7 water factor or lower); and
 - iv. Low-flow shower heads (2.0 gallons per minute or less).
 - b. Install dedicated meters for common area outdoor water use. Enroll all new irrigation meters (except those at single-family residences) in the Helix Water Budget Program and provide documentation of irrigated landscape area at the time of meter purchase.
 - c. Install automatic irrigation controllers with a rain sensor that utilize either evapotranspiration (weather-based) or soil moisture data and install high-efficiency, matched-precipitation rate sprinkler nozzles at all residential landscapes and common areas.
16. The project shall comply with all applicable provisions of the California Fire Code and the California Building Code.

B. PRIOR TO FINAL APPROVAL OF A BUILDING PERMIT FOR THE CONSTRUCTION AUTHORIZED BY PLANNED DEVELOPMENT PERMIT PDP-150-0003:

1. All physical elements of the project shown on the approved building, landscape, and related plans shall be located substantially where they are shown and shall be constructed in accordance with appropriate Lemon Grove City Codes to the satisfaction of the Development Services Director.
2. The color palette shall be consistent with the conceptual drawing on the approved plans dated February 10, 2016 and the color and materials board to the satisfaction of the Development Services Director.
3. Schedule a Helix Water District inspection for compliance with water efficiency requirements.
4. E-file FAA Form 7460-2 to the Federal Aviation Administration, Notice of Actual Construction or Alteration within five days after the construction reaches its greatest height.

C. UPON ESTABLISHMENT OF USE IN RELIANCE WITH TENTATIVE MAP REVISION:

1. Comply with all of the Conditions of this resolution and the requirements of Tentative

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Map TM-000-0062, as applicable.

2. All physical elements of the project shown on the approved grading, improvement, building, landscape, and related plans shall be maintained and located substantially where they are in accordance with appropriate City Codes.
3. The City approved CC&Rs shall be abided by at all times.
4. All landscaping shall be well maintained and adequately watered at all times. The landscaping located on the subject property shall be maintained in a healthy and growing condition at all times. All on-site & off-site landscaped areas shall be planted and irrigated by a permanent irrigation system.
5. The proposed facility shall fully comply with the requirements of the California Fire Code to the satisfaction of the Fire Chief.
6. All screening fences/walls and retaining and sound walls on the subject property shall be maintained in good condition at all times.
7. 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.
8. All graffiti shall be removed or painted over with a paint that closely matches the color of the exterior of the building within 48 hours of the discovery of the graffiti.
9. Provide water-use efficiency data upon request to the Helix Water District for six years following installation/development.
10. Any deviations proposed from the approved plans relating to the construction of facilities and maintenance of improvements shall substantially conform to the approved plans dated February 10, 2016 to the satisfaction of the Development Services Department.

D. This approval of this Planned Development Permit will expire two (2) years from the date of approval or such longer period as may be extended by State Law (the Planned Development Permit will be extended automatically with any extensions required of Tentative Map TM-000-0062 in accordance with State Law).

E. The terms and conditions of the Planned Development Permit 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.

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ENVIRONMENTAL CHECKLIST FORM
CITY OF LEMON GROVE
DEVELOPMENT SERVICES DEPARTMENT
ENVIRONMENTAL ASSESSMENT NO. ND16-02

1. **Project Title:** PDP-150-0003, TM0-000-0062, GPA-150-0003, ZA1-500-004
2. **Lead Agency Name and Address:** City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945
3. **Contact Person and Phone Number:** David De Vries, Development Services
Director
(619) 825-3812
4. **Project Location:** Southwest corner of Camino De Las Palmas and Palm Street
Lemon Grove, CA 91945
Assessor's Parcel Number: 503-252-42-00
5. **Project Sponsor's Name and Address:** Christopher Dahrling, Vista Azul LLC, 8109
Santaluz Village Green South, San Diego, CA 92127
6. **General Plan Designation:** The subject property is located in the Transportation Land
Use Designation in the Community Development Element of the General Plan. It is also
located within the Special Treatment Area (STA) VII, Palm Street/SR-125 Planning Area.
7. **Zoning:** The subject property is located in the Residential Low (RL) and Residential
Low/Medium (RL/M) zones. It is also located within the Special Treatment Area (STA)
VII, Palm Street/SR-125 Planning Area.
8. **Description of the Project:** The project site is former Caltrans right-of-way from
the State Route (SR) 125. The proposed project is a request to amend the General Plan
Land Use Designation from Transportation to Medium Density Residential; to amend the
Zoning District from Residential Low (RL) and Residential Low-Medium (RLM) to
Residential Medium (RM); a Tentative Subdivision Map to authorize a 25-lot subdivision
on an 89,908 square foot (2.064 gross acre) parcel, including 22 residential lots, one
private street lot (0.310 acres), and two common area lots; and a Planned Development
Permit. Total net area excluding the private street is 1.754 acres. The maximum density
for the Medium Residential land use designation is 14 dwelling units per acre, or a
maximum of 24 dwelling units for this 1.754 net acre site. The project proposes a total of
22 dwelling units, including six single-family units and eight twin-homes, and common
open space with a play structure and benches. The proposed private street would take
access from the cul-de-sac portion of Palm Street at two locations. Required guest
parking will be provided by on-street parallel parking and a common parking area.
Private street improvements include sidewalks on both sides of the street, rolled curb
and gutter, and decorative street lights. A detention basin is proposed at the southeast
corner of the site. A total of 13,620 cubic yard of grading is proposed, including 3,850
cubic yards of fill and 9,770 cubic yards of export. Proposed landscaping includes street
trees on Palm Street and Camino De Las Palmas; landscaping on the project's

perimeter slope areas, and internal landscaping on all private Home Owners Association areas. A public art feature with enhanced landscaping is proposed on the corner of Palm Street and Camino De Las Palmas.

9. **Surrounding Land Uses and Setting:** The project site is in a developed urban residential area. It is a roughly triangular shaped undeveloped lot located on the southwest corner of the intersection of Palm Street and Camino De Las Palmas, west of State Route 125 (SR-125). Properties to the south and north are developed with single-family residences; property to the east is vacant Caltrans right-of-way; and property southwest of the site is a school (Liberty Charter High School).
10. **Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement):** None known.

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ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors highlighted below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Hazards & Hazardous Materials		Public Services
	Agricultural Resources		Hydrology/Water Quality		Recreation
	Air Quality		Land Use/Planning		Transportation/Traffic
	Biological Resources		Mineral Resources		Utilities/Service Systems
X	Cultural Resources	X	Noise		Mandatory Findings of Significance
X	Geology/Soils		Population/Housing		

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

 I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

XX I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

 I find that the proposed project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.

 I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

 I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

David De Vries, Development Services Director, City of Lemon Grove
Printed Name

March 23, 2016
Date

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on the project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particularly physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact". The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).
5. Earlier analysis may be used where, pursuant to the tiering, program EIR or other CEQA process, and effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
 - a. Earlier Analysis used. Identify and state where they are available for review.
 - b. Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effect were addressed by mitigation measures based on the earlier analysis.
 - c. Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated" describe the mitigation measures which were incorporated or refined from the earlier document and extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances, etc.). Reference to a previously prepared or outside document should where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: a source list should be attached and other sources used or individuals contacted should be cited in the discussion.

Attachment F

8. This is only a suggested form and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that relevant to the project's environmental effects in whatever format is selected.
9. The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ISSUES AND SUPPORTING INFORMATION

1. **AESTHETICS.** Would the Project:
 - a) Have a substantial adverse effect on a scenic vista?
 - b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic?
 - c) Substantially degrade the existing visual character or quality of the site and its surroundings?
 - d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

Potentially Significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The site is located in a developed urbanized area. The subject property is not located in or near a scenic vista or scenic highway. It is undeveloped and previously graded, with a few shrubs on a portion of the south property line that will be removed. Landscaping is proposed on the project's perimeter slope areas, and internal landscaping will be provided on all private Home Owners Association areas. A public art feature with enhanced landscaping is proposed on the corner of Palm Street and Camino De Las Palmas. The project will be required to comply with the City's landscape requirements. The two existing overhead utility distribution lines are required to be placed undergrounded prior to approval of the final map. The project proposes construction of 22 two- and three-stories residences, which, since the site is currently vacant, will change the look of the property. Night time lighting of new residences may occur as a result of this project. Glare onto adjacent public-rights-of-ways is required to be reduced to a level of no impacts. Aesthetic impacts are expected to be less than significant.

Source: 1, 2, 3, 10

2. **AGRICULTURE RESOURCES:** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:
 - a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?
 - b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?
 - c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code

section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

- d) Result in the loss of forest land or conversion of forest land to non-forest use?
- c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

The project is located within a developed urban residential area. The property is not located in an area used for agricultural purposes and no such impacts will occur.

Source: 1, 2

3. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- c) Results in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under any applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors?)
- d) Expose sensitive receptors to substantial pollutant concentrations?
- e) Create objectionable odors affecting a substantial number of people?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

The project may result in a slight increase in traffic and no significant impact on air resources is likely to occur. While the proposed project may result in a slight increase in vehicular traffic and a slight increase in air quality impacts to the region, the Master Environmental Impact Report (MEIR) for the City of Lemon Grove's General Plan anticipates air quality impacts associated with the build out of Lemon Grove but not to a level of significance. The cumulative air quality impacts will remain significant and unmitigated. However, this project is not considered to result in a cumulatively considerable net increase of any criteria pollutant. Standard conditions of project approval will require the control of dust during site grading and construction.

Source: 1, 2, 10

4. **BIOLOGICAL RESOURCES.** Would the project:

- a) Have a substantial adverse effect either directly or through habitat modifications on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Attachment F

- b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plan, policies, regulations or by the California Department of Fish and Game or U.S. Wildlife service?
- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
- d) Interfere substantially with the movement of any resident, migratory wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan and other approved local, regional, or state habitat conservation plan?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The subject is located in a developed urban area with surrounding single-family residential and school land uses. This site is a former Caltrans right-of-way and the entire site was previously graded as part of construction of SR-125. The MEIR for the City of Lemon Grove's General Plan confirms there are no known sensitive biological resources, riparian habitat, or wetlands on the subject property. No impact is expected.

Source: 1, 2

5. CULTURAL RESOURCES. Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?
- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?
- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
- d) Disturb any human remains, including those interred outside of formal cemeteries?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The subject property is currently vacant. There are no known cultural resources located on the property. There are no known human remains or those interred outside of formal cemeteries on the subject property or in the surrounding area. Two prehistoric sites were recorded by Caltrans within STA VII during the evaluation of the "Area of Potential Effect" for the proposed SR-125. Neither site was determined to be eligible for inclusion on the National Register of Historic Places. The presence of prehistoric resources within a portion of this STA indicates there may be the potential for additional resources. In addition, the site is underlain by Tertiary (Eocene)-age sedimentary bedrock, belonging to the Mission Valley formation, which has a medium to

high potential to contain paleontologic resources. This formation typically contains a rich middle Eocene molluscan fauna. The geotechnical investigation prepared for this project determined that grading and trenching of the project site is expected to impact the Mission Valley formation. In order to mitigate any impacts that grading may cause to paleontologic and archaeological resources the following conditions will be included in the project approval requiring: 1) The project proponent 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. 2) 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 paleontological techniques and procedures. 3) 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. 4) 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. 5) 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. 6) The paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall clean, repair and sort salvaged fossils and artifacts for eventual donation. 7) Prior to final inspection a report shall be prepared summarizing the results of the mitigation program and submitted to the City of Lemon Grove 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. 8) 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. With implementation of the mitigation measures specified above, potential impacts to cultural resources would be less than significant.

Source: 1, 2, 5, 10

6. GEOLOGY AND SOILS. Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area based on the other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (ii) Strong seismic ground shaking? (iii) Seismic-related ground failure, including liquefaction? (iv) Landslides?
- b) Result in substantial soil erosion or the loss of topsoil?
- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- d) Locate on the expansive soil, as defined in Table 18-I-b of the Uniform Building Code (1997), creating substantial risks to life or property?

Attachment F

e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

New structures on the subject property will be required to comply with the current seismic requirements of the California Building Code. Like most urban areas in Southern California, Lemon Grove is subject to earthquakes. The project site is not located in an Earthquake Fault Zone according to the Alquist-Priolo Earthquake Fault Zoning Act and no active faults or ground ruptures have been mapped underlying the site or within the City of Lemon Grove. Active regional faults may cause ground shaking in Lemon Grove.

There are no known unstable soils in the area of the subject property. According to the Geotechnical Evaluation, the site appears to be underlain with Eocene-age sedimentary bedrock, consisting of interbedded sandstone and claystone belonging to the Mission Valley Formation. Thin, surficial deposits of colluvium and undocumented fill overlie bedrock locally, within the southern and southwestern portions of the site. Due to the relatively compressible nature of undocumented fill, colluvium, and weathered bedrock, these materials are considered unsuitable for the support of the settlement-sensitive improvements (i.e., residential foundations, concrete slab-on-grade floors, site walls, exterior hardscape, etc.) and/or engineered fill in their existing state. As such, the Geotechnical Evaluation recommends that these materials be removed (removal depths are estimated at two to seven feet, with variation), moisture conditioned, and recompacted prior to foundation and improvements.

According to the Geotechnical Evaluation, site soils are considered erosive. Thus, properly designed site drainage is necessary in reducing erosion damage to the planned improvements. Typical erosion control measures will be required during site grading.

The subject project will be required to be connected to the Lemon Grove municipal sewer system.

Incorporation of the recommendations presented in the Geotechnical Evaluation into the design and construction considerations of the project would reduce the mitigation to below a level of significance.

Source: 1, 2, 5, 10

7. GREENHOUSE GAS EMISSIONS. Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Potentially Significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The City of Lemon Grove is located within the San Diego County Air Basin. The six greenhouse gases are carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. The project will not generate significant GHG emissions. During grading and project construction, a temporary increase in operational emissions may occur. Operational emissions include mobile source emissions and building emissions. The San Diego Air Pollution Control District Rule 55 requires compliance with standard fugitive dust control best management practices which will be required as a part of normal practices. The impact is expected to be less than significant.

Source: 1, 2, 3, 10

8. HAZARDS AND HAZARDOUS MATERIALS. Would the project:

- a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?
- b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?
- c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?
- d) Be located on a site which is included on a list of hazardous material sites complied pursuant to Government Code Section 65962.5 and , as a result would it create a significant hazard to the public or the environment?
- e) For a project located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the area?
- f) For a project within the vicinity of a private airstrip would the project result in a safety hazard for people resident or working in the project area?
- g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas, or where residences are intermixed with wildlands?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 X No Impact

Discussion:

The site is to be developed as a residential project and will not create a hazardous environment through the use or transport of hazardous materials. There are no known hazardous material sites within the City.

The site is not located within an airport land use plan or within two miles of a public airport or public use airport and no such detriment should occur.

The proposed project will not impair implementation of or physically interfere with any emergency response plan or evacuation plan because the project design and access has been reviewed and approved by the Fire Department.

Attachment F

The project is located within an urbanized area and there are no wildlands located within the vicinity of the subject property.

Source: 1, 2, 10

9. **HYDROLOGY AND WATER QUALITY.** Would the project:

- a) Violate any water quality standards or waste discharge requirements?
- b) Substantially degrade groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the groundwater table level ((e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?
- c) Substantially alter existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?
- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate of surface runoff in a manner which would result in flooding on- or off-site.
- e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?
- f) Otherwise substantially degrade water quality?
- g) Place housing within a 100-year floodplain on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?
- h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?
- i) Expose people or structures to significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?
- j) Inundation by seiche, tsunami, or mudflow?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The project does not substantially degrade groundwater supplies or interfere substantially with groundwater recharge. Low impact design, including permeable pavers in driveways and a detention basin will be used to minimize new stormwater created from this project by proposed impervious roof surfaces. According to the Hydrology Report prepared for this project, under conditions proposed by the project, the increase in flow is not anticipated to have significant impacts on the downstream storm drain facilities. The design of the project has been reviewed by the City of Lemon Grove Engineering Department in order to assess the need for drainage improvements, which have been included into the design of the project. The subject property is not located within a flood zone and is not subject to flooding.

The Major Stormwater Management Plan (Major SWMP) concluded that the project does not pose an "exceptional threat to water quality" and is not required to use Advanced Treatment BMPs. The Hydromodification Plan prepared for this project determined that the post-construction hydrologic characteristics of the project simulate the pre-development hydrologic characteristics at the point of compliance, and the project is not required to manage

Hydromodification impacts. The Major SWMP determined that it is a "priority development project" and requires a standard urban storm water mitigation plan (SUSMP). Standard best management practices will be adhered to.

Drainage patterns will be altered as a result of the project, but not to a level of significance, and the project to be designed and constructed consistent with the conceptual grading plan and drainage study.

Source: 1, 2, 4, 5, 6, 7, 8, 10

10. LAND USE PLANNING. Would the project:

- a) Physically divide an established community?
- b) Conflict with an applicable land use plan, policy or regulation of agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating environmental effect?
- c) Conflict with any applicable habitat conservation plan or natural communities' conservation plan?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

The project is proposed to be constructed on an existing parcel and will not divide the community. The surrounding land uses include single-family residential across Palm Street to the north and across Palm Street (cul-de-sac) to the south of the site, vacant property and SR-125 to the east, and a high school to the southwest of the site, with driveway access off the Palm Street cul-de-sac. The existing General Plan designation for this property is Transportation, which provides for rights-of-way for transportation facilities. This site was formerly Caltrans right-of-way which was sold after completion of SR-125. The proposed project includes a General Plan Amendment to redesignate the site from Transportation to Medium Density Residential. The General Plan acknowledged that a future general plan amendment would be required after Caltrans sold excess right-of-way subsequent to construction of SR-125, and anticipated the same designation as the designation of adjacent properties. The project proposes a residential land use designation of Residential Medium (up to 14 du/ac). The residential properties directly across Palm Street to the south of the project are designated Residential Low-Medium (up to 7 du/ac). The properties across Palm Street have a Transportation land use designation and Residential Low designation (up to 4 du/ac). The project is adjacent to a school, within a quarter mile of a bus stop and is adjacent to a high trafficked collector street; factors which are more conducive to higher density residential development. The project is designed to provide detached single-family residences along Palm Street cul-de-sac across from the existing single-family residences to the south, and three additional detached single-family residences at the northwest end of the project site across from the single-family residences on the north side of Palm Street. The remaining 16 dwelling units are composed of eight twin-homes, which are located along the remainder of Palm Street, along Camino De Las Palmas, and in the center of the site. Impact is expected to be less than significant.

Source: 1, 2, 10

Attachment F

11. MINERAL RESOURCES. Would the project:

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
- b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

There are no known mineral resources of value located within the City of Lemon Grove. No impact to mineral resources is expected.

Source: 1, 2, 5

12. NOISE. Would the project:

- a) Expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- b) Expose persons to or generate excessive ground borne vibration or ground borne noise levels?
- c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?
- d) Result in a substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?
- e) For a project located within an airport land use plan or where such a plan has not been adopted, within two miles of a public use airport, would the project expose people residing or working in the area to excessive noise levels?
- f) For a project within vicinity of a private airstrip would the project expose people residing or working in the project area to excessive noise levels?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The proposed project which is single-family residential in nature will not introduce significant noise sources in the vicinity that are inconsistent with the existing residential development of the area. State Route 125 and Palm Street are the primary noise sources within close proximity of the project. Figure N-2 (2015 Noise Contours) in the General Plan indicates that the subject property is located within an area of 70 dB CNEL or less noise levels. The MEIR for the General Plan states that projects with existing noise levels below 60 dB CNEL are normally acceptable or satisfactory for the area and no conditions are required, but that noise studies are required for projects exceeding 60 dB CNEL. A noise study was conducted for this project. It shows that predicted exterior noise levels at the proposed building façades and outdoor of the units adjacent to Palm Street and Camino De Las Palmas would be between 64 and 68 dB CNEL. Proposed lots 1 through 7, which are adjacent to Camino De Las Palmas and directly parallel to Sr-125, Lot B, which is the open/recreation space, and Lots 8 and 9, which are on Palm Street just west of the intersection of Palm Street and Camino De Las Palmas, all exceed the maximum 65 dB CNEL. As a mitigation measure, a six-foot sound wall will be constructed

adjacent to these lots. The noise study showed that a "windows open" condition will not provide adequate interior noise mitigations at all units. Therefore, a "closed window" condition is required for all units above 60 dBA CNEL to reduce interior noise levels to comply with CCR Title 24 and the City of Lemon Grove requirements. The "windows closed" condition requires that mechanical ventilation be installed to move air within the structure. As a mitigation measure, the noise study determined that a Sound Transmission Class (STC) rating of 31 will be needed for the glass assemblies (windows, fixed windows, and glass doors) of the perimeter units having direct line of sight to SR 125 to reduce the interior noise levels below 45 dBA CNEL. The remainder of the proposed units will have noise levels that are 5 dBA CNEL lower and STC ratings of 28 for those glass assemblies would reduce the noise levels below the 45 dBA CNEL threshold. Conformance with the City's Noise Abatement and Control ordinance (Chapter 9.24 of the Lemon Grove Municipal Code) is required for operation of any single or combination of powered construction equipment at any construction site. With implementation of the mitigation measures specified above, potential noise impacts would be less than significant.

The subject property is not located within the vicinity of a private airstrip or public airport.

Source: 1, 2, 9, 10

13. POPULATION AND HOUSING. Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?
- b) Displace substantial numbers of existing housing units, necessitating the construction of replacement housing units elsewhere?
- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 X Less Than Significant Impact
 No Impact

Discussion:

The project is considered in a minor increase in potential population that will not induce substantial population growth. The site is undeveloped and the project does not displace existing housing units or numbers of people. The population and housing impact would be less than significant.

Source: 1, 2, 8

14. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, and the construction which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- a) Fire protection?
- b) Police protection?
- c) Schools?
- d) Parks?
- e) Other public facilities?

Potentially significant Impact

Attachment F

Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The proposed project will not result in a significant increase in the demand for public services and facilities. The Fire Department, San Diego Gas & Electric, EDCO disposal service, Helix Water District, the Lemon Grove Sanitation District, School Districts, and the Sheriff's Department have reviewed the proposed project and determined that existing services are adequate to serve the increase in households proposed by the project.

Source: 1, 2, 10

15. RECREATION. Would the project:

- Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?
- Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The proposed project will not likely cause a significant increase in the demand on recreational services in the community. Standard conditions of approval require the developer to pay a Parkland dedication in lieu fee for each proposed dwelling unit. In addition, the project proposes an on-site common open space with play equipment and seating areas.

Source: 1, 2, 10

16. TRANSPORTATION/TRAFFIC. Would the project:

- Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?
- Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?
- Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?
- Substantially increase hazards to a design feature (e.g. sharp curves or dangerous intersection) or incompatible uses (e.g. farm equipment)?
- Result in inadequate emergency access?
- Conflict with adopted policies plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact

No Impact

Discussion:

The Trip Generation Analysis that was prepared for this project estimates it would generate approximately 220 average daily trips (ADT) per day. Based on the San Diego Traffic Engineers' Council (SANTEC) and the Institute of Transportation Engineers (ITE) document *SANTEC/ITE Guidelines for Traffic Impact Studies in the San Diego Region*, a Traffic Impact Study is not required because the project's trip generation is calculated to be less than 1,000 ADT and less than 100 peak hour trips. Additionally, the Trip Generation Analysis determined that the ADT and number of peak hour trips generated by the proposed project does not trigger Caltrans' threshold for a requirement to analyze State highway facilities.

Approximately 90 percent of the trips generated by the proposed project are expected to be distributed onto Palm Street/Troy Street, with approximately 50 percent heading west on Palm Street into Lemon Grove and 40 percent heading east on Troy Street toward Spring Valley (County of San Diego). Palm Street/Troy Street is designated as a Class II Collector in the Mobility Element of the General Plan and is forecasted to carry 9,000-10,000 trips per day. The addition of approximately 220 vehicle trips is found to not have an impact on adjacent roadway segments and intersections.

Project access is proposed from two private driveways on the southerly cul-de-sac segment of Palm Street. The Fire Department and Engineering Department have determined that access is adequate for emergency vehicles. The proposed project meets the City's parking requirements. The project as designed complies with standard private street design requirements as it relates to the travel lanes. A sight distance analysis was provided and indicates there are no potential sight distance issues that will result from project improvements. The subject property is not located within the vicinity of a private airstrip or public airport. Transportation and traffic impacts are expected to be less than significant.

Source: 1, 2, 10

17. UTILITIES AND SERVICE SYSTEMS. Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- c) Require or result in the construction of new storm drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?
- e) Result in a determination by the wastewater treatment facilities which services or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?
- g) Comply with the federal, state, and local statutes and regulations related to solid waste?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

Attachment F

No Impact

Discussion:

The subject property is served by the City of Lemon Grove Sanitation District. The proposed project will not result in a substantial increase in the demand for sanitary services. Standard conditions of project approval will require that the project obtain sewer permits, pay sewer service and connection fees, and connect to the Sanitation District.

The existing site is a dirt pad with steep areas sloping down toward the existing streets. A larger pad will be graded to construct the proposed project which will require retaining walls in various locations within the project site. The proposed dwelling units will drain onto the proposed permeable paver driveway (the private internal street), where the runoff will be conveyed via curb and gutter on both sides of the street and will enter an on-site storm drain system. The storm drain will discharge into the proposed on-site detention basin with an outlet structure, which is connected via storm drain to the existing curb inlet on the corner of Palm Street and Camino De Las Palmas where it enters the existing storm drain system. Runoff from the rooftops will be directed to the landscaped areas before being conveyed onto the permeable paver driveway. The graded slopes will be planted and irrigated and flat areas will be landscaped to help reduce runoff from the site. The Major SWMP prepared for this project determined that it is a "priority development project" and requires a standard urban storm water mitigation plan (SUSMP). The project is not within the environmentally sensitive areas as defined on the maps in Appendix A of the *County of San Diego Standard Urban Storm Water Mitigation Plan for Land Development and Public Improvement Projects*. Temporary construction Best Management Practices (BMPs) will be implemented during construction of the project. Standard conditions of approval will require that the project constructs improvements consistent with City Engineering requirements.

The proposed project will not result in a significant increase in demand for domestic water supplies. Standard conditions of project approval will require that the project obtain water service permits, pay the water service and connection fees, and connect to the Helix Water District.

The proposed project will not result in a substantial increase in the generation of solid waste. The project will be required to comply with all federal, state, and local statutes and regulations regarding solid waste. Impacts to utilities and service systems are expected to be less than significant.

Source: 1, 2, 5, 6, 7, 8, 10

18. MANDATORY FINDINGS OF SIGNIFICANCE.

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

The site was previously disturbed as a part of the State Route-125 construction. The proposed project will not degrade the quality of the environment because it is located in an area that is developed with single-family residential land uses in an urban community. The development of the site does not support or influence critical habitat or sensitive vegetation or wildlife and there is no evidence of California history or prehistory on-site.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively Considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The project will result in a slight increase in the number of residents located within an urban community, but will not have significant impacts that are cumulatively considerable.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The proposed project will not cause a substantial adverse effect on human beings.

Source: 1, 2, 10

Attachment F

In view of the above analysis, it is determined that the project will not have a significant impact on the environment and an environmental impact report is not required.

EARLIER ANALYSIS

Earlier analyses may be used where, pursuant to tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c)(3)(D).

Earlier Documents prepared and utilized in this analysis are listed below. All of the documents are available at the City of Lemon Grove, Development Services Department, 3232 Main Street, Lemon Grove.

<u>Reference #</u>	<u>Document Title</u>
1.	City of Lemon Grove General Plan
2.	Master Environmental Impact Report for the Lemon Grove General Plan
3.	City of Lemon Grove Municipal Code
4.	Firm Insurance Rate Map Community Panel No. 06073C1910G May 16, 2012
5..	Geotechnical Evaluation, by GeoSoils, Inc. (10/2/2015)
6.	Hydrology Report, by Landmark Consulting (09/23/2015)
7.	Major Stormwater Management Plan, prepared by Landmark Consulting (02/04/2015)
8.	Hydro Modification Plan (HMP), prepared by Landmark Consulting (09/18/2015)
9.	Exterior and Interior Noise Evaluation, by LDn Consulting, Inc. (11/10/2015)
10.	PDP-150-0003/TM0-000-0062/GPA-150-0003/ZA1-500-004 Application Packet

Individuals and Organizations Consulted

David De Vries, Development Services Director, City of Lemon Grove

Jeremiah Harrington, Assistant Engineer, City of Lemon Grove

Chris Jensen, Fire Marshal, Heartland Fire and Rescue

Kurt Culver, President and CEO, Esgil

Patricia Bluman, City Place Planning

Attachment G

VICINITY MAP AND AERIAL PHOTOGRAPH



Attachment H

TABLE CD-1
PROPOSED LAND USE CATEGORIES AND DENSITIES/INTENSITIES

Land Use Categories	Maximum Development Per Net Acre (a, b, c)	Expected Development Per Net Acre (d)	Land Use Category Description
Low Density Residential	4 DU/acre	3 DU/acre	Detached houses. Typical uses include uses such as accessory dwelling units, churches, day care, open space, public facilities, home businesses and others which are compatible with the surrounding neighborhood.
Low/Medium Density Residential	7 DU/acre	5.25 DU/acre	Detached houses. Typical uses include uses such as accessory dwelling units, churches, day care, open space, public facilities, home businesses and others which are compatible with the surrounding neighborhood.
Medium Density Residential	14 DU/acre	14 DU/acre	Detached and attached houses, including duplexes and town houses, and limited condominiums and apartments. Typical uses include uses such as accessory dwelling units, churches, day care, open space, public facilities, home businesses and others which are compatible with the surrounding neighborhood.
Medium/High Density Residential	29 DU/acre	24.5 DU/acre	Duplexes, town houses, condominiums and apartments. Typical uses include uses such as accessory dwelling units, churches, day care, open space, public facilities, home businesses and others which are compatible with the surrounding neighborhood.
Mixed Use	43 DU/acre and 2.0:1 FAR	20 DU/acre; 1.25:1 FAR	Mix of residential (condominiums and apartments), retail and office uses within the same building, lot or area, with the intent of creating lively, pedestrian-oriented villages near the trolley stations. Retail includes entertainment and neighborhood-serving businesses. Where mixes of uses occur within the same building, locate retail uses on the street level.
Retail Commercial	1.0:1 FAR	0.5:1 FAR	Retail operations providing a broad range of goods and services, catering to both local and regional customers. Includes shopping centers, department stores, grocery stores, professional services and other compatible retail businesses that are auto-oriented.
General Business	1.2:1 FAR	0.6:1 FAR	Professional office, wholesale businesses, research and development, high technology production, and sales. Includes commercial uses that support business uses.

Land Use Categories	Maximum Development Per Net Acre (a, b, c)	Expected Development Per Net Acre (d)	Land Use Category Description
Industrial	0.7:1 FAR	0.5:1 FAR	Mixture of manufacturing, processing, warehousing and storage uses that do not generate appreciable air and water pollutants, noise, hazardous materials and odors that might be offensive to residents and other businesses.
Public/Institutional Facilities	1.0:1 FAR	0.4:1 FAR	Public uses and service facilities, such as government offices and facilities, schools, public utilities, post office, libraries, fire and law enforcement stations, social service facilities and churches.
Parks/Recreation	0.5:1 FAR	0.1:1 FAR	Community and neighborhood parks, public recreation and community centers.
Transportation	N/A (e)	N/A	Streets, freeway and bicycle corridors and stations, bus facilities, "park-and-ride" lots and associated rights-of-ways. If Caltrans permits development within the right-of-way after SR-125 freeway is constructed, the development must conform to the following designations: east and west of SR-125 - Retail Commercial, and south of the Broadway commercial corridor - same designation as the designation of adjacent properties.
Special Treatment Areas - Overlays			
I	Downtown Village		
II	Massachusetts Station		
III	Regional Commercial		
IV	Western Central Avenue Residential		
V	Federal Boulevard Automobile Sales District		
VI	Central Lemon Grove Avenue		
VII	Troy Street/SR-125 Planning Area		
VIII	Eastern Central Avenue Residential		

- (a) The density of residential development is expressed in dwelling units per acre (DUs/acre). The intensity of non-residential development is measured in floor area ratio (FAR), which is the ratio of building floors area to the land area.
- (b) The maximum development represents the greatest level of development that can occur on individual parcels of land.
- (c) The maximum density within the residence categories may be exceeded for projects providing affordable housing in accordance with the density bonus provisions of Section 55815 of the California Government Code.
- (d) The expected development reflects the fact that the development which has occurred to date has not reached the maximum allowed density or intensity, and future development is also expected to be less dense/intense than the permitted maximum. The expected development provides a more realistic picture of future development within the land use categories, and is therefore used to project population and building data.
- (e) In general, development will not occur within transportation rights-of-way. Through negotiations with Caltrans, development may occur in the future SR-125 freeway right-of-way, near the SR-94 transector. Such development will be subject to Caltrans lease requirements, and must be consistent with the Lemon Grove General Plan.

TABLE CH-2
LAND USE PLAN DEVELOPMENT POTENTIAL

LAND USE CATEGORY	ACRES	MAXIMUM DEVELOPMENT (b)	EXPECTED DEVELOPMENT (b)	DWELLINGS UNITS	THOUSAND SQUARE FEET	POPULATION (b)
<i>Lower Density Residential</i>	140.9	Up to 4 stories	3 stories	462		1,224
<i>Low/Medium Density Residential</i>	1,160.3	4.1 - 7 stories	5 to 6 stories	6,034		16,151
<i>Medium Density Residential</i>	67.8	7.1 - 14 stories	12 stories	812		2,288
<i>Medium/High Density Residential</i>	175.0	14.1 - 23 stories	20 stories	1,876		5,191
<i>Mixed Use</i>	27.7	Up to 35, 2.0-1 FAR	20 stories, 1.25-1 FAR	864		1,503.3
<i>Retail/ Commercial</i>	130.2	1.0-1 FAR	0.5-1 FAR			2,835.8
<i>General Business</i>	46.4	1-2-1 FAR	0.5-1 FAR			1,212.3
<i>Industrial</i>	32.2	0.7-1 FAR	0.5-1 FAR			841.7
<i>Public Institutions</i>	146.0	1.0-1 FAR	0.4-1 FAR			25,433.0
<i>Parks/Recreation</i>	36.6	0.5-1 FAR	0.1-1 FAR			1,534
<i>Transportation</i>	638.9	N/A	N/A			
Total	2,508.0			9,777		28,048

(a) This represents the maximum or ideal maximum development or density on each acre.

(b) Maximum stories are based on 27 stories per acre for the residential areas based on 1995 population and the maximum stories for the non-residential areas based on 1995 population and the maximum stories for the non-residential areas based on 2015 and 2040 future projections.

Attachment I

**VISTA AZUL PROJECT
LETTER TO CITY COUNCIL
FEBRUARY 17, 2016**

Our development group, Vista Azul, LLC, has been working closely with the City Staff over the past year to develop our proposed Vista Azul project located at the intersection of Palm Street and Camino de las Palmas. Vista Azul is a pedestrian oriented community clustering a total of 22 homes with beautiful views of Mt. Miguel and the hills of South Bay. This project will promote resident interaction within the community as well as resident connectivity outside the community. The combination of single family detached homes and twin-homes will be designed with front porches, covered stoops, patios, balconies and decks. A pleasant and expanded sidewalk will be sweep along both sides of the internal road connecting the homes along that roadway. In the center of the neighborhood will be a common area greenspace with benches and tot lot equipment. Bike racks will be located in the common greenspace as well.

The community will have broader setbacks from the public streets with enhanced landscaping. The setbacks will vary to create a more interesting building edge along the public streets including over thirty street trees and landscaped slope areas. There will be an elaborate public art feature cascading down the landscaped slope at the intersection of Palm Street and Camino de las Palmas. In addition, there will be a public sidewalk that connects the current Palm Street cul de sac to Palm Street along the western boundary of the Liberty Charter School.

The homes will have articulated elevations with appropriate and consistent details that reflect the varied design styles of the elevations on all sides of the homes. These details include shutters, siding, out-lookers, knee braces and glass balcony guardrails.

The homes will have three (3) different elevation styles including Spanish Revival, Craftsman and light Contemporary each with varying materials and five (5) distinct color schemes. The roofs are varied with both flat and barrel tile. The intent is to have our new community blend into the existing fabric of the surrounding neighborhood yet with a fresh and updated appeal.

The building elevations also have varying heights from two stories at 24 feet and three stories at 33 feet. These heights are in concert with the expanded street setbacks and are offset from many of the building planes. In addition, the homes have an abundance of covered front porches, patios, covered and uncovered decks and balconies that create additional outdoor living space for the homeowners to enjoy.

To accommodate additional bicycle storage, each home will be equipped with bicycle racks or hooks in the private two car garages. To keep the neighborhood common area free from large, unsightly trash dumpsters, all of the trash and recycling bins will have a storage space within the confines of each garage.

The homes will exceed the minimum green standards with energy efficient materials such as windows, roof materials and insulation. The heating and air-conditioning units will be high efficiency meeting or exceeding the Title 24 requirements. High efficiency plumbing fixtures and fittings, Energy Star appliances and lighting fixtures will be included as standard features for resource conservation.

The landscape is designed with drought tolerant plants and trees with efficient irrigation systems. The streetscape will be enhanced along the three (3) public streets abutting the community with a significant number of tree canopies.

There are a total of five (5) Equivalent Benefits per Code 17.28.030 and four (4) Additional and Enhanced Benefits included with in our project submittal. Most of these benefits have been articulated in this narrative. A complete list is located on the front page of the Tentative Map.

In addition, three (3) significant power poles and approximately 400 feet of overhead electric lines will be undergrounded as a part of the overall project design enhancing the view for all the residents in this area of the City.

We look forward to the Vista Azul project being approved by the Lemon Grove City Council and becoming a beautiful addition to the Palm Street and Camino de las Palmas neighborhoods. Thank you.

Sincerely,



Chris Dahrling
Vista Azul, LLC - Member

Attachment J

EXHIBIT “A” – PROJECT PLANS

LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

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

Item Title: **Public Hearing to Consider Planned Development Permit PDP-150-0002 and Tentative Map TM0-000-0061 to Authorize a 14-lot Subdivision with 12 Single-Family Homes on a 1.59-Acre Parcel at 6800 Mallard Street.**

Staff Contact: **David De Vries, Development Services Director**

Recommendation:

- 1) Conduct the public hearing; and
- 2) Adopt a resolution (**Attachment B**) approving Tentative Map TM-000-0061 and certifying Negative Declaration ND16-03; and
- 3) Adopt a resolution (**Attachment C**) approving Planned Development Permit PDP150-0002.

Item Summary:

The proposed project is located at 6800 Mallard Street on a 1.59 acre vacant lot. The project is requesting a Tentative Subdivision Map and a Planned Development Permit to authorize a 14-lot subdivision on a 1.59 acre parcel, including 12 residential lots, one private street lot and one common area lot, with a total of 12 detached single-family dwelling units (four restricted to moderate-income households as a part of a density bonus request), common open space, pedestrian paths, all-ages play equipment, lighting, landscaping, and other improvements. The attached staff report (**Attachment A**) describes the project in detail. The project, as proposed and conditioned in the resolutions (**Attachment B & C**), complies with the Municipal Code.

Fiscal Impact:

No fiscal impact.

Environmental Review:

<input type="checkbox"/> Not subject to review	<input checked="" type="checkbox"/> Negative Declaration
<input type="checkbox"/> Categorically Exempt	<input type="checkbox"/> Mitigated Negative Declaration

Public Information:

<input type="checkbox"/> None	<input type="checkbox"/> Newsletter article	<input checked="" type="checkbox"/> Notice to property owners within 500 ft.
<input checked="" type="checkbox"/> Notice published in local newspaper		<input type="checkbox"/> Neighborhood meeting

Attachments:

A. Staff Report	E. Vicinity Map
B. Resolution (TM0-000-0061)	F. Applicant Letter
C. Resolution (PDP-150-0002)	G. Exhibit "A" – Project Plans
D. Negative Declaration (ND16-03)	

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 3

Mtg. Date April 19, 2016

Item Title: **Public Hearing to Consider Planned Development Permit PDP150-0002 and Tentative Map TM-000-0061 Authorizing Construction of a 14-lot subdivision with 12 Single Family Homes on 1.59 Acres at 6800 Mallard Street.**

Staff Contact: David De Vries, Development Services Director

Application Summary:

APPLICANT/OWNER:	Lorraine Weiland, Infill Development Company, 771 Jamacha Rd., # 516, El Cajon, CA 92019
PROPERTY LOCATION:	The site is located at 6800 Mallard Street, north of Mallard Street and west of 69 th Street (APN: 479-402-23-00)
PROJECT AREA:	1.59 acres (69,438 square feet) gross and 1.24 acres (53,794 square feet) net
EXISTING ZONE:	Residential Low/Medium (RL/M)
GENERAL PLAN LAND USE DESIGNATION:	Low/Medium Density Residential (up to 7 dwelling units per net acre)
SURROUNDING PROPERTIES:	North: Single-family residential (City of San Diego) South: Single-family residential (City of San Diego) East: Single-family residential (City of Lemon Grove) West: Single-family residential (City of San Diego)
ENVIRONMENTAL IMPACT:	A Negative Declaration 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 proposed project could not have a significant impact on the environment. A draft Negative Declaration was filed with the County Clerk prior to the City Council public hearing.

Attachment A

Background:

The property is a 69,438 square foot vacant parcel (1.59 gross acre) located on the north side of Mallard Street directly across from the intersection of Springfield Street and Mallard Street, approximately 140 feet west of 69th Street. To the north, south, east and west are detached single-family residential land uses. The site is rectangular, with the exception of a 140-foot long, seven-foot wide strip to the east that connects the main portion of the site to 69th Street.

In 2008, the City Council approved a request from a different applicant to authorize the subdivision of the property into nine condominiums and a common lot to include a club house, off-street parking, and associated improvements (Tentative Map TM0057 and Planned Development Permit PDP07-005). After the project's approval by City Council, the project was never pursued.

In June 2015, Infill Development Company purchased the proposed project and thereafter applied for a new tentative subdivision map and planned development that would allow 12 single-family detached homes. Since the project did not substantially conform to previous approvals, new applications were required.

This staff report provides a description of the existing site, the proposed project and the conformance to the regulatory framework.

Discussion:

Project Description

Lorraine Weiland, Infill Development Company, filed a complete application on March 17, 2016.

The proposed project is a request for approval of a Tentative Subdivision Map and a Planned Development Permit to authorize a 14-lot subdivision, including 12 lots with 12 detached single-family homes, one private street lot, and one common area lot.

The subdivision proposes 12 residential lots ranging in size from 2,715 to 4,307 square feet, a lot for a private street, and a lot providing common open space and storm water detention facilities. The proposed project consists of 12 detached single-family dwelling units, four of which will be restricted to moderate-income households as a part of a density bonus request. All the proposed dwelling units are two-story and have an attached two-car garage and a two-car driveway (allowing for four cars per lot) consistent with the surrounding single-family homes in the area.

The 15,254 square foot open space lot is located along the east side of the site and includes three bio-retention areas, decomposed granite (dirt trail style) walking paths around the detention area and out to 69th Street, site furnishings, natural climbing structures allowing for all-ages passive and active recreational uses, benches, site lighting, and gathering spaces. The common open space area is accessed from the development via a walkway along the southern property line of Lot 12 or via 69th Street along the seven foot wide property strip. Additionally, each unit has private open space (back yard) ranging from 759 to 2,248 square feet, providing an additional 13,132 square feet of private usable open space.

The proposed private street will be accessed from Mallard Street. Along the main entry portion, the private street provides four-foot wide sidewalks and a four-foot wide planted parkway with enhanced street lighting, parking is not allowed on either side of the private street. The project requires a 30-foot dedication along the Mallard Street frontage and a three-foot dedication along 69th Street.

The State has established Regional Housing Needs Allocation (RHNA) targets for each City in order to ensure adequate housing stock. This project works towards the City's goals of meeting

Attachment A

its RHNA figures by providing four housing units to moderate income households (restricted covenant required) and eight units affordable to above-moderate income households (market rate).

Land Use Designation and Density Bonus

The General Plan Land Use designation for this site is Low/Medium Density Residential which allows detached single-family homes (up to seven (7) dwelling units per net acre). The property is a 69,438 square foot vacant parcel (1.59 gross acre). After subtracting the required street dedication along Mallard Street to allow for a 60 foot right-of-way width and the area of the private street and adjoining sidewalks and landscape parkways, the net area of the site is 1.24 acres. Based on the maximum allowable density of the Land Use designation, a maximum of 8.68 units would be allowed. With the proposed density bonus allowed through the City's Density Bonus Ordinance and required by State Density Bonus Law, 12 units are allowed, four of which will be required to be restricted to moderate income households as a part of the density bonus provisions. The proposed density for this project is 9.7 dwelling units per acre, which includes the proposed density bonus. This project is consistent with the City's General Plan because it works toward the Housing Element goals of providing detached single-family homes and provides housing towards the City's Regional Housing Needs Allocation (RHNA) goals.

Zoning District Regulations and Equivalent Benefits

The property is zoned Residential Low/Medium which allows single-family homes, parks, schools, and related uses. Generally, lots in this zone are required to be larger with homes setback from the streets and related provisions for back yards, fencing, and landscape. The Municipal Code allows applicants to request deviations from development standards through the Planned Development Permit process where it can be found that the project provides equivalent benefits and/or achieves efficiencies in use, structures, transportation and/or utility systems. The applicant proposes a pedestrian-oriented single-family residential development with an enhanced common open space area that provides open space, gathering and recreational opportunities into a needed storm water retention area. The common open space area includes enhanced drought-tolerant landscaping that exceeds minimum requirements, as well as five citrus trees, decomposed granite walking paths, benches with dog bag waste stations, play equipment, an all-ages natural climbing and seating area consisting of large boulders and logs; and homes that exceed energy efficiency standards. In addition, a community library kiosk will be provided adjacent to the private street. In order to accomplish this project design, the applicant requests various deviations from the Zoning and Subdivision Codes, including deviations to the private usable open space (back yard), building envelope, setbacks, lot area, lot dimensions, and public street requirements. The following table describes the development standards of the Residential Low/Medium Zone and the project's proposal.

Criteria	Residential Low/Medium (RL/M) Zone	Mallard Court
Open Space	1,500 sq. ft. of private usable open space per unit 18,000 sq. ft. total usable open space	15,254 sq. ft. provided as common open space, plus a total of 13,132 sq. ft. of private open space
Min. Lot Area	6,000 SF	2,715 to 4,307 SF (3,212 SF average)

Attachment A

Min. Lot Width/Depth	60-feet x 90-feet	34-feet minimum width 67-feet minimum depth
Setbacks	25-feet (front) 5-feet (side) 20-feet (rear)	17- to 20-feet (front) 4-feet (interior side) 10-feet (exterior side along Mallard Street) 15- to 35-feet (rear)
Building Height	25-feet maximum	Plan 1: 24'-2" Plan 2: 24'-11"
Bicycle Parking	Two required.	One ceiling mounted bike rack within the garage (per PDP condition of approval for "Equivalent Benefit")

Building Design

A total of 12 detached single-family residences are proposed, with two different floor plans, both of which are two-story. Floor Plan 1 provides 1,430 square feet of living area, including three bedrooms and two-and-one-half bathrooms, and a 479 square foot two-car garage/laundry area. Floor Plan 2 provides 1,619 square feet of living area with either three bedrooms plus a loft area or four bedrooms and two-and-one-half bathrooms, and a 446 square foot two-car garage/laundry area. Both plans are Mission style and the materials are a combination of stucco, painted wood siding, plaster columns with stone bases, and asphalt composition shingle roofing. Plan 1 is designed with a gable roof style, while Plan 2 is designed with a hipped roof style on the front and side elevations, and a gable roof viewed from the rear elevation.

The majority of the residences that abut the site on the west and north (on Madroncillo Street) are two stories, while those to the south (across Mallard Street) and the east (on 69th Street) are one story. The majority of the surrounding structures have exterior stucco siding and asphalt shingle roofing materials.

Grading

The site is vacant and generally slopes to the east and north, with a shallow valley on the east side. Elevations range from 442 feet above Mean Sea Level (MSL) in the northeast portion of the site to 466 feet above MSL at the south end of the site. Proposed earthwork includes 1,000 cubic yards of cut, and 5,000 cubic yards of fill, requiring 4,000 cubic yards to be imported. The site will be graded to provide building pads that gently slope down the lots towards the private street, with an overall change in finished pad elevation of 3.5 feet. Storm water will flow from the private street and Mallard Street into the storm water retention common open space area to the east. Retaining walls are proposed along portions of Mallard Street, along the west and south property lines of the site, between the rear property lines of proposed Lots 8 through 11 and the open space area, and within the common open space just west of the middle storm water retention area.

Landscaping and HOA

Projects located in residential zones are required to landscape a minimum of 15 percent of the total lot area. The landscaping proposed for the 12 residential lots ranges from 16.9 to 44.4 percent per lot. The total amount of landscaping proposed for the entire project, excluding the area to be dedicated, is 29,762 square feet, or approximately 48 percent. Landscaping will be

Attachment A

provided and maintained by the Home Owners Association (HOA) for the parkway of the private street and along Mallard Street at the property's frontage, within the front yards of the residential lots, and throughout the common area. All private street and open space facilities will also be maintained by an HOA. Seventeen trees are proposed on the 12 residential lots; eight street trees are proposed in the landscaped parkway of the private street; 10 street trees are proposed in the landscaped parkway of Mallard Street; and 22 trees are proposed within the common open space areas including five citrus trees as required by the new landscape ordinance. All existing on-site trees will be removed to accommodate the change in grade (11 total).

Fencing and Screening

The project proposes five-foot high wood fences on top of the retaining walls along the west and south property lines and between each proposed residential lot. Five-foot "view" fences are proposed along the rear lot lines of proposed Lots 8 through 12 to provide views from the residences onto the common open space area to allow for Crime Prevention Through Environmental Design (CPTED).

Traffic

The project is located on the north side of Mallard Street on the westerly boundary of the City of Lemon Grove. Areas directly south, west, and north of the project area are located in the Community of Encanto in the City of San Diego. The project includes a private street which will provide access to the residential lots. The project will generate approximately 120 average daily trips (ADT) based on a trip generation rate of 10 ADT for a single-family residence, or 120 trips for 12 single-family residences. Based on the San Diego Traffic Engineers' Council (SANTEC) and the Institute of Transportation Engineers (ITE) document *SANTEC/ITE Guidelines for Traffic Impact Studies in the San Diego Region*, a Traffic Impact Study is not required because the project's trip generation is calculated to be less than 1,000 ADT and less than 100 peak hour trips. The project does not increase the volume-to-capacity ratio by more than 0.02 per the significance threshold of both the jurisdictions and therefore would not have an impact on adjacent roadway segments. The 69th Street/Mallard Street intersection is projected to operate at Level of Service (LOS) C or better with and without project conditions; therefore, the proposed project would not have a significant traffic impact under future conditions.

Parking and Bicycle Storage

Single-family residences require two parking spaces per dwelling unit, with the spaces required to be garaged. The project proposes two-car garages for all units, which meets Code requirements. In addition, each unit is designed with an 18-foot wide by 20-foot long driveway capable of providing off-street parking for two additional vehicles (4 spaces per unit). There will also be eight additional on-street parking spaces provided along Mallard Street.

One rack or other secure device for at least one bicycle is required for every 10 parking spaces, or two for this project. A condition of approval has been included in the Planned Development Permit resolution to require a minimum of one ceiling-mounted bike rack within each garage. This condition is considered an additional equivalent benefit toward providing a pedestrian- and bicycle-friendly infill development.

Public Street Dedication and Improvement Requirements

The subject property has approximately 246 feet of frontage along Mallard Street and approximately 14 feet of frontage along 69th Street. Mallard Street is located within the City of San Diego. The City of San Diego designates Mallard Street as requiring a 30-foot one-half right-of-way width, similar to Lemon Grove's Class III Collector Street with a required 30-foot one-half right-of-way width. The Mallard Street frontage of the subject property is currently not

Attachment A

dedicated to the required City of San Diego standard of 30-foot one-half right-of-way width. The Mallard Street frontage is proposed to be dedicated with the required 30-foot one-half right-of-way width and improved with new curb, gutter, sidewalk, a five foot wide landscaped parkway, 10 street trees, paving improvements, and the undergrounding of public utilities. A street light exists at the southeast corner of Springfield Street and Mallard Street and no additional street lights are required by the San Diego Lighting District. Current public improvements along the Mallard Street frontage of the subject property include street paving improvements and utility poles only. There is no existing curb, gutter, or sidewalk.

The City of Lemon Grove Engineering Department is requiring a three-foot dedication along the 69th Street frontage of the subject property. The Engineering Department is not requesting public street improvements within the 14 feet fronting on 69th Street because the improvements may create a safety hazard installed in such a small area.

Undergrounding of Overhead Utility Lines

The Municipal Code requires that all of the overhead utility distribution facilities located within the boundaries of the subdivision or within any half-street width abutting the subdivision be placed underground. There is one overhead utility pole located within the half-street width of Mallard Street abutting the property. A condition has been included in the Resolution which requires that the overhead utilities along Mallard Street and 69th Street abutting the subject property be placed underground. A condition has also been included requiring that the utility connections to the proposed single family dwellings be placed underground.

Sanitation District

The existing project site is within the Lemon Grove Sanitation District, but is not connected to the City's sewer system. The City requires that all new dwelling units of the proposed subdivision be connected to a sanitary sewer system. Since the site is surrounded by the City of San Diego on three sides and by Lemon Grove along the 69th Street frontage, the project could either connect to the City of Lemon Grove's or the City of San Diego's sewer system. The applicant opted to connect to San Diego's sewer system. Conditions in the Resolution require that the subdivider obtain a sewer permit prior to the issuance of a building permit for the new residences. The onsite sewer main is required to be private.

Drainage/Water Quality

The applicant prepared a Drainage Study and a Stormwater Management Plan for this project. The site runoff will be collected within the private street and conveyed to storm water retention areas within the open space area along the east side of the site. According to the Drainage Study prepared for the project, there are no major diversions of drainage that will create nuisances downstream. The project will detain the proposed runoff so that the amount leaving the site will be equal to or less than the amount leaving the site in the existing condition. This will be accomplished by the proposed storm water retention areas on the east side of the project site. The implementation, construction and on-going maintenance of the project components recommended in these reports are included as conditions in the Draft Resolution of Approval.

Expiration Date of the Planned Development Permit

The Tentative Map and Planned Development Permits will expire within two (2) years if the tentative map is not recorded. This requirement has been included in the Resolution of Approval.

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Public Information:

The Notice of Public Hearing was published in the March 24, 2016 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property.

The City received no comments in response to the Notice of Public Hearing and Environmental Analysis at the time this staff report was prepared. Staff will provide the Council at the time of the public hearing with any comments that may come in past the distribution of the staff report.

Conclusion:

Staff recommends that the City Council conduct the public hearing and approve the resolutions (**Attachments B & C**).

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RESOLUTION NO.

RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING TENTATIVE MAP TM0-000-0061 AUTHORIZING THE SUBDIVISION OF A 1.59 ACRE PARCEL INTO TWELVE RESIDENTIAL LOTS, ONE COMMON LOT FOR A PRIVATE STREET, AND ONE COMMON OPEN SPACE LOT ON AN UNDEVELOPED SITE AT 6800 MALLARD STREET, LEMON GROVE, CALIFORNIA.

WHEREAS, the applicant, Lorraine Weiland of Infill Development Company, filed a complete application for a Tentative Map (TM0-000-0061) on March 17, 2016 to authorize the subdivision of 1.59 acres of land into 12 single-family residential lots, a lot for a private street, and a lot for common open space as part of an application for a Planned Development Permit (PDP-150-0002; and

WHEREAS, a Negative Declaration of Environmental Impact (ND16-03) will be filed subsequent to its adoption and the approval of the proposed project. The Initial Environmental Study prepared for this project found that the project would have no significant effect on the environment. A notice of intent to adopt a 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 April 19, 2016; and

WHEREAS, the City Council finds that the project qualifies for a 35 percent density bonus in exchange for four of the 12 units restricted to Moderate Income households in accordance with the Density Bonus Ordinance and Government Code Section 65915 (Density Bonus Law) and therefore the Subdivision and Planned Development are consistent with the Lemon Grove General Plan (density calculations round up as a part of bonus calculations). The proposed density for this project is 9.7 dwelling units per acre, which includes the proposed density bonus. The maximum density in the Low/Medium Residential Land Use Designation is 7 dwelling units per net acre absent a density bonus. This project assists the City in meeting Housing Element goals of providing detached single-family homes and provides housing towards the City's Regional Housing Needs Allocation (RHNA) goals; and

WHEREAS, the applicant has requested no incentives in accordance with the Density Bonus Ordinance or the State Density Bonus Law, only modifications and deviations in accordance with the Subdivision Ordinance and Planned Development Permit provisions; 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 5 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 or as allowed to be modified; 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

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WHEREAS, the City Council has considered Planned Development Permit PDP-150-002 including site, architectural, and landscape plans dated received March 17, 2016 associated with Tentative Map TM0-000-061; 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 Negative Declaration; and
2. The proposed Tentative Subdivision Map (TM0-000-0061) is consistent with the Low/Medium Density Residential (up to seven (7) dwelling units per net acre) Land Use Designation of the General Plan because of density bonuses allowable through the Density Bonus Ordinance and State Density Bonus Law; and
3. The site is physically suitable for the proposed density of development because public utilities will be available to serve the proposed density; and
4. The design of the subdivision or the type of improvements will not cause serious public health problems because public services (e.g., sewer, water, gas, and electricity) will be provided to the subdivision; and
5. The design of the subdivision or type of improvements do not conflict with easements, acquired by the public at large, for access through, or use of property within the proposed subdivision as defined under Section 66474 of the Government Code, State of California; and
6. The design and improvements of the proposed subdivision map complies 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:

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

SECTION 2. Certifies the adequacy of the Negative Declaration of Environmental Impact ND16-03; and

SECTION 3. 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 12 single-family residential lots with areas ranging from 2,715 sq. ft. to 4,307 sq. ft.
2. Section 16.12.220C (Lots Shall Front on Dedicated Street) to allow 12 single-family residential lots to not front on a dedicated street.

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3. Section 16.12.220D (Minimum Lot Width and Depth of 60 feet by 90 feet) to allow 12 lots with minimum dimensions of less than sixty feet by ninety feet.

SECTION 4. Approves Tentative Map TM0-000-0061 in association with Planned Development Permit PDP-150-0002 and the grading, site, landscape, and architectural plans dated received March 17, 2016 (incorporated herein by reference as Exhibit A) pursuant to the City of Lemon Grove Subdivision Ordinance (Title 16 of the Municipal Code). The approval conditionally authorizes the development of a vacant site with a 12 unit planned development with an associated private street and common area located at 6800 Mallard St., Lemon Grove, California (APN: 479-402-23-00). 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 ND 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 SUBDIVIDER/APPLICANT SHALL COMPLY WITH THE FOLLOWING:
 1. All physical elements of the proposed project shown on the approved plans dated March 17, 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.

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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 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.
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. Grading plans shall be prepared and submitted with the grading permit application in accordance with the city engineering standards and the requirements of the City Engineer.
18. All grading plans shall be signed by a registered civil engineer and by the soil engineer.
19. Conditions imposed by the city engineer shall be shown on the grading plans under the heading "General Notes."
20. 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 or 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

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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 drainage structures or facilities, including standard terrace drains, slope planting, irrigation system, erosion control devices, retaining walls and similar facilities authorized by the permit.

21. Submit improvement plans and enter into a secured agreement for public street improvements to the satisfaction of the City Engineer.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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. The SWQMP must be revised to incorporate all comments presented within the March 25, 2016 letter from DMax Engineering. 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.

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27. 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.
28. 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.
29. 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 (frontages on 69th Street and Mallard Street will be considered to be a part).
30. 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 (frontages on 69th Street and Mallard Street will be considered to be a part).
31. 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.
32. 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.
33. 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.
34. Improvements, where applicable, shall conform to the San Diego Regional Standard Drawings unless otherwise specified by the City Engineer.
35. 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.
36. 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.
37. The subdivider shall provide the City Engineer with letters from the serving utility companies stating that arrangements satisfactory to the utility have been made to serve all parcels created. No letter will be required from the Pacific Bell Telephone Company.
38. 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.
39. The Sewer main for this project shall be designated as private, not public.
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

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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.
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. 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.
48. 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.
49. Submit street improvement plans with roadway cross-sections with rolled curb configuration to the Fire Marshal for review and approval. Minimum 20 foot fire lane for emergency access required.

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50. 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.
51. 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 jurisdiction. When any portion of the facility or building protected is in excess of 400 feet (122 mm) 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 2-1/2 inch NST outlet or greater as required by the Fire Code official.
52. The subdivider/applicant shall conduct 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. Additional mitigation measures may be required as a result.
53. 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.
54. The geotechnical engineer shall monitor and inspect cuts into the soil. If cuts are found to impact the Mission Valley Formation (currently not anticipated), then, in order to mitigate any impacts that grading may cause to paleontological and archaeological resources, the following conditions shall be complied with:
 - a. 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 paleontological techniques and procedures.
 - b. 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.
 - c. 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.
 - d. 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.

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- e. The paleontologist, archaeologist, and culturally affiliated Native American with cultural resource knowledge shall clean, repair and sort salvaged fossils and artifacts for eventual donation.
- f. 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.
- g. 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.

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

60. Fire apparatus access roads (all roads in the project) shall be paved, 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.

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61. 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.
62. 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.

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 March 17, 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. Pay appropriate school, parkland, diversion deposit, and other fees as applicable.
5. 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.
6. Water supply, access, and fire protection system requirements shall meet City of Lemon Grove Fire Department standards.
7. An 18 foot wide by 19 foot clear space is required within all required two-car garages. Driveways shall be a minimum of 18 feet wide by 19 feet deep.
8. Future development shall comply with all applicable California Building Codes.
9. The project shall comply with applicable provisions of the current California Building and Fire Codes.
10. 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

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Engineer. All proposed structures on the subject property shall connect to the utility system via underground system.

11. 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.
12. 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.
13. 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.
14. 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.

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, bioretention areas, underground storage pipes, and outlet structures identified in the Standard Water Quality Management Plan (SWQMP) shall be installed. Any modifications to the bioretention areas shall require modifications to the SWQMP and review and approval by the City Engineer.

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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 1,000 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 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

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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. 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.
21. 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.
22. 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.
23. 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.
24. 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.

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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. All dwelling units shall comply with the interior noise level requirements of California Code Title 24.
6. 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. The property owner shall execute an agreement imposing restrictions on real property within the development in which the Owner agrees to reserve four (4) parcels with dwelling units as provided in Tentative Map TM0-000-0061 in association with Planned Development Permit PDP-150-0002 (hereafter called the "affordable units") in the Project exclusively for sale and/or occupancy by moderate-income households whose annual income does not exceed 80 to 120 percent of the San Diego area median income (AMI) as determined by the California Department of Housing and Community Development (HCD). The affordable units shall be maintained for 45 years for owner-occupied dwelling units and 55 years for rentals. The moderate income households occupying the affordable units shall expend no more than 30 percent of the gross household income on all housing costs related to their designated affordable unit as determined by the Development Services Department. These covenants or restrictions shall be recorded in the office of the County Recorder for each unit of real property subject to this subdivision in a form acceptable to the City Attorney. Notwithstanding any other provision of the law, these covenants or restrictions shall run with the land and shall be enforceable against the original owner and successors in interest by the City or the community. The affordable units shall be dispersed so that no two affordable units are directly adjacent to one another. Certification of household income shall be established by the Director.
3. Street right-of-way shall be dedicated to the City prior to recordation of the final map. Specifically, the dedication shall include the 30-foot frontage along Mallard Street and the 3-foot frontage on 69th Street. The City will prepare the dedication documents for signature.
4. 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.
5. The subdivider shall provide the City Engineer with one reproducible Mylar copy of the final map for recordation.

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6. Each parcel shall be subject to inclusion into the Lemon Grove Roadway Lighting District which includes an annual assessment.
7. 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.
8. 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.
9. Backflow prevention devices for private building sewers shall be required pursuant to Section 710.0 of the CBC (2000 UPC).
10. Pay \$85 for the preparation and recordation of each document as required for the subject permit.
11. 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.
12. 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 (proposed to connect to City of San Diego sewer system). Appropriate sewer permits shall be obtained with payment of capacity and related fees.
 - c. The project shall comply with applicable provisions of Title 15 (Buildings and Construction).
 - d. Sewer and water lines shall not be laid in the same trench in any part of this subdivision.
 - e. 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.

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13. 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 twelve (12) dwelling units.
- c. The final map shall include the signature of the Development Services Director prior to recording.
- 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 TM0-000-0061 in association with Planned Development Permit PDP-150-0002, including but not limited to private sewer, utility, drainage, 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.

14. 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 fronting the property) 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

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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.
- 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.
- 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.

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- 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 twelve (12) 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, barbeques, 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-150-0002 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 April 19, 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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RESOLUTION NO.:

RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING PLANNED DEVELOPMENT PERMIT PDP-150-0002 AUTHORIZING THE DEVELOPMENT OF A TWELVE UNIT SINGLE-FAMILY PLANNED DEVELOPMENT PROJECT ON A 1.59-ACRE UNDEVELOPED SITE AT 6800 MALLARD STREET, LEMON GROVE, CALIFORNIA.

WHEREAS, the applicant, Lorraine Weiland of Infill Development Company, filed a complete application for a Planned Development Permit Modification PDP-150-0002 in association with and a Tentative Map TM0-000-0061 on March 17, 2016 to authorize development of a 12 unit single-family planned development in association with the subdivision of 1.59 acres of land into 12 residential lots, a lot for a private street, and an open space lot on an undeveloped site located at the 6800 Mallard Street, Lemon Grove, California; and

WHEREAS, a Negative Declaration of Environmental Impact (ND16-03) will be filed subsequent to its adoption and the approval of the proposed project. The Initial Environmental Study prepared for this project found that the project would have no significant effect on the environment. A notice of intent to adopt a 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 April 19, 2016; and

WHEREAS, the City Council has determined that the following Planned Development Permit findings of fact, as required by Section 17.28.030(C), can be made as follows:

1. That the development is not detrimental to the public interest, health, safety, or general welfare.
 - a. The City Council finds that the design of the proposed project complies, or will be made to comply with all of the applicable requirements of the City Zoning Ordinance relating to public safety and no such detriment should occur.
2. That the development complies with applicable provision of the Zoning Ordinance (Title 17) and/or deviations that comply with applicable provisions in subsection D of the Planned Development Permit regulations (Section 17.28.030).
 - a. The City Council finds that the proposed project complies with, or conditions have been included for this project to require it comply with the Zoning Ordinance requirements relating to off-street parking, screening, and landscaping and waivers or modifications to the minimum lot area, width, and depth, setbacks, and usable open space requirements are offset by the provision of enhanced pedestrian oriented design and a direct pedestrian connection to 69th Street, open space and recreational/outdoor amenities, and the provision of four affordable housing units..
3. That the development is consistent with general plan policies and standards and other applicable plans or policies adopted by the City Council.
 - a. The City Council finds that the planned development is consistent with the General Plan policies and standards because the General Plan allows residential development at the form and scale proposed; and
4. That the development density or intensity does not exceed general plan limitations.

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- a. The City Council finds that the planned development of 12 single-family dwelling units at a density of 9.7 dwelling units per acre in the Low/Medium Density Residential land use designation of the General Plan, including the requested density bonus to allow four affordable dwelling units pursuant to California State law, is consistent with the General Plan because it complies with density bonus regulations and provides affordable housing pursuant to the goals of the City's Housing Element; and
5. That the existing infrastructure such as utilities, transportation systems, and communications networks adequately serve the development or will be upgraded to efficiently accommodate the additional burdens imposed.
 - a. This Commission finds that public improvements proposed on Mallard Street allow for safe circulation of pedestrian, bicyclists, and motor vehicles and improves the general welfare of the community; and

WHEREAS, the City Council has determined that the following deviations as permitted by the Planned Development Permit regulations (Section 17.28.020D) are adequately offset by equivalent benefits associated with enhanced pedestrian and bicycle improvements, landscape, open space and recreational/outdoor amenities:

1. A deviation of Section 17.16.020D3 (Minimum Yards) to allow reduced front setbacks (minimum 25' is required, 17' to 20' is proposed); the side setback (minimum 5' is required, 4' is proposed); and the rear setback (minimum 20' is required, 17' to 35' is proposed); and
2. A deviation of Section 17.16.020D1 (Minimum Site Area) to allow reduced lot size (minimum 6,000 sq. ft. is required, minimum 2,715 sq. ft. is proposed); and
3. A deviation of 17.16.020D2 (Minimum Site Width and Depth) to allow reduced lot dimensions (minimum 60' wide by 90' deep required, minimum 34' wide by minimum 67 feet deep provided); and
4. A deviation of Section 17.16.020D5 (Minimum Usable Open Space) to allow reduced open space (minimum 1,500 sq. ft. per dwelling unit or 18,000 common usable open space required, 12,771 sq. ft. of common usable open space for the project or an average of 1,064 sq. ft. per lot provided); and
5. A deviation of Section 16.16.291A (Residential Lot Design Standards) to allow the reduction of the minimum building envelope (minimum 28' wide by 50' deep is required, minimum 26' wide by 37' deep provided); and
6. Deviations of Section 16.12.220 related to all units fronting on a dedicated public street, where instead a private street is provided with pedestrian paths on both sides as follows:
 - a. Minimum 56' wide public street right-of-way required; 20' and 36' private street lot width provided; and
 - b. Minimum 5' wide landscaped parkways required; 4' wide landscaped parkways provided; and
 - c. Parking on both sides of street required; no parking on private street provided except one parallel space; and

WHEREAS, the City Council has considered Tentative Map TM0-000-0061 associated with Planned Development Permit PDP-150-0002; and

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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. Modifies the following Development Standards in accordance with Section 17.28.020D (Deviations):

1. A deviation of Section 17.16.020D3 (Minimum Yards) to allow reduced front setbacks (minimum 25' is required, 17' to 20' is proposed); the side setback (minimum 5' is required, 4' is proposed); and the rear setback (minimum 20' is required, 17' to 35' is proposed); and
2. A deviation of Section 17.16.020D1 (Minimum Site Area) to allow reduced lot size (minimum 6,000 sq. ft. is required, minimum 2,715 sq. ft. is proposed); and
3. A deviation of 17.16.020D2 (Minimum Site Width and Depth) to allow reduced lot dimensions (minimum 60' wide by 90' deep required, minimum 34' wide by minimum 67 feet deep provided); and
4. A deviation of Section 17.16.020D5 (Minimum Usable Open Space) to allow reduced open space (minimum 1,500 sq. ft. per dwelling unit or 18,000 common usable open space required, 12,771 sq. ft. of common usable open space for the project or an average of 1,064 sq. ft. per lot provided); and
5. A deviation of Section 16.16.291A (Residential Lot Design Standards) to allow the reduction of the minimum building envelope (minimum 28' wide by 50' deep is required, minimum 26' wide by 37' deep provided); and
6. Deviations of Section 16.12.220 related to all units fronting on a dedicated public street, where instead a private street is provided with pedestrian paths on both sides as follows:
 - a. Minimum 56' wide public street right-of-way required; 20' and 36' private street lot width provided; and
 - b. Minimum 5' wide landscaped parkways required; 4' wide landscaped parkways provided; and
 - c. Parking on both sides of street required; no parking on private street provided except one parallel space; and

SECTION 3. Conditionally Approves Planned Development Permit PDP-150-0002 in conjunction with Tentative Map TM0-000-0061 and the grading, site, landscape, and architectural plans dated received March 17, 2016 (incorporated herein by reference as Exhibit A), except as noted herein. This approval authorizes the development of a 1.59 acre parcel into 12 single-family residential units with associated common area improvements on an undeveloped site at 6800 Mallard Street, Lemon Grove, California. Except as amended, the approval of this project shall be subject to the following conditions:

A. PRIOR TO ISSUANCE OF A BUILDING PERMIT FOR THE CONSTRUCTION AUTHORIZED BY PLANNED DEVELOPMENT PERMIT PDP-150-0002:

1. All physical elements shown on the approved plans dated March 17, 2016 shall be located substantially where they are shown, except as noted herein, and shall be constructed in accordance with the Municipal Code. The Development Services Director has the authority to allow modifications to the approved plans when the modifications are

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found to be in substantial conformance (minor deviations in colors, roof and siding material acceptable) and in compliance with the Municipal Code and General Plan.

2. Pay parkland fees, school fees, Helix Water District Capacity fees, Regional Transportation Congestion Improvement Program (RTCIP) fees, and other applicable development fees.
3. Record the Final Map for TM0-000-0061 unless otherwise determined by the Development Services Director.
4. A two-car garage is required for each single-family residence with appropriate access.
5. An 18 foot wide by 19 foot clear space is required within all required two-car garages.
6. All garage doors shall be equipped with an automatic roll-up garage door and remote control.
7. Note a minimum of one ceiling-mounted bike rack shall be provided within each garage.
8. Show the location, height, and materials of all fencing.
9. Submit a landscape documentation package in compliance with Chapter 18.44. The documentation package shall include a detailed landscape and irrigation plan for the entire project. 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.
10. The building plans for the proposed condominium units shall include a color and materials board to the satisfaction of the Development Services Director. A minimum of four color schemes shall be provided for proposed wood siding, lower roofs, and composite shingle roofing; three schemes shall be provided for stone columns; and two color schemes shall be provided for garage doors and wood trims.
11. All dwelling units shall comply with the interior noise level requirements of California Code Title 24.
12. 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.
13. Vehicular sight distance of all driveway entrances shall be to the satisfaction of the City Engineer.
14. Each dwelling unit in the development shall be protected with an approved automatic fire suppression sprinkler system to the satisfaction of the Fire Marshal.
15. The private driveway is to be designated as a Fire Lane. Fire lanes (20-foot clear with no parking) and fire lane markings shall be provided to the satisfaction of the Lemon Grove Fire Department along the private vehicular driveway within the project. The fire lane will be designated per City Fire Department standards and shall be marked and posted "No Parking-Fire Lane" and the curb shall be painted red to the satisfaction of the City of Lemon Grove Fire District. A final inspection by the Fire Department shall be required to confirm compliance with this requirement prior to the construction with combustible materials and final occupancy.

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16. All access roadways and driveways shall maintain a minimum vertical clearance of 13'-6" to the satisfaction of the Fire Marshal.
17. Install only high efficiency appliances, use only high-efficiency watering technologies, and landscape using low-water-use plants as follows:
 - a. Install the following indoor fixtures:
 - i. High-efficiency toilets (1.28 gallons or less per flush);
 - ii. High-efficiency dishwashers (Energy Star, WaterSense or equivalent);
 - iii. High-efficiency clothes washers (3.7 water factor or lower); and
 - iv. Low-flow shower heads (2.0 gallons per minute or less).
 - b. Install dedicated meters for common area outdoor water use. Enroll all new irrigation meters (except those at single-family residences) in the Helix Water Budget Program and provide documentation of irrigated landscape area at the time of meter purchase.
 - c. Install automatic irrigation controllers with a rain sensor that utilize either evapotranspiration (weather-based) or soil moisture data and install high-efficiency, matched-precipitation rate sprinkler nozzles at all residential landscapes and common areas.
18. The project shall comply with all applicable provisions of the California Fire Code and the California Building Code.

B. PRIOR TO FINAL APPROVAL OF A BUILDING PERMIT FOR THE CONSTRUCTION AUTHORIZED BY PLANNED DEVELOPMENT PERMIT MODIFICATION PDP-150-0002:

1. All physical elements of the proposed project shown on the approved plans dated March 17, 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. The color palette shall be consistent with the conceptual drawing on the approved plans dated March 17, 2016 and the color and materials board to the satisfaction of the Development Services Director.
3. A minimum of one ceiling-mounted bike rack shall be provided within each garage.
4. Schedule a Helix Water District inspection for compliance with water efficiency requirements.
5. E-file FAA Form 7460-2 to the Federal Aviation Administration, Notice of Actual Construction or Alteration within five days after the construction reaches its greatest height.

C. UPON ESTABLISHMENT OF USE IN RELIANCE WITH TENTATIVE MAP REVISION:

1. Comply with all of the Conditions of this resolution and the requirements of TM0-000-0061, as applicable.
2. All physical elements of the project shown on the approved grading, improvement, building, landscape, and related plans shall be maintained and located substantially where they are in accordance with appropriate City Codes.
- 3.

Attachment C

4. The City approved CC&Rs shall be abided by at all times.
5. All landscaping shall be well maintained and adequately watered at all times. The landscaping located on the subject property shall be maintained in a healthy and growing condition at all times. All on-site & off-site landscaped areas shall be planted and irrigated by a permanent irrigation system.
6. The proposed facility shall fully comply with the requirements of the California Fire Code to the satisfaction of the Fire Chief.
7. All fences and walls on the subject property shall be maintained in good condition at all times.
8. 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.
9. All graffiti shall be removed or painted over with a paint that closely matches the color of the exterior of the building within 48 hours of the discovery of the graffiti.
10. Any deviations proposed from the approved plans relating to the construction of facilities and maintenance of improvements shall substantially conform to the approved plans dated March 17, 2016 to the satisfaction of the Development Services Department.

D. This approval of this Planned Development Permit will expire two years from the date of approval or such longer period as may be extended by State Law (the Planned Development Permit will be extended automatically with any extensions required of Tentative Map TM0-000-0061 in accordance with State Law).

E. The terms and conditions of the Planned Development Permit 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. |

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ENVIRONMENTAL CHECKLIST FORM
CITY OF LEMON GROVE
COMMUNITY DEVELOPMENT DEPARTMENT
ENVIRONMENTAL ASSESSMENT NO. ND16-03

1. **Project Title:** Tentative Subdivision Map (TM0-000-0061), Planned Development Permit (PDP-150-0002)
2. **Lead Agency Name and Address:** City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945
3. **Contact Person and Phone Number:** David De Vries, Development Services Director
(619) 825-3812
4. **Project Location:** 6800 Mallard Street, Lemon Grove, CA 91945
Assessor's Parcel Number: 479-402-23-00
5. **Project Sponsor's Name and Address:** Lorraine Weiland, Infill Development Company, 771 Jamacha Rd., # 516, El Cajon, CA 92019 **Phone:** (619) 334-5200
6. **General Plan Designation:** The subject property is designated as Low/Medium Density Residential (4.1 to 7 dwelling units per acre) on the Land Use Element of the General Plan.
7. **Zoning:** The subject property is located in the Residential Low/Medium (RL/M) zone.
8. **Description of the Project:** The proposed project is a request for a Tentative Subdivision Map and a Planned Development Permit to authorize a 14-lot subdivision on a 1.59 acre parcel, including 12 residential lots, one private street lot and one common area lot, and a Planned Development Permit with a total of 12 single-family dwelling units (four restricted to moderate-income households), including common open space, pedestrian paths, all-ages play equipment, lighting, landscaping, and other improvements. The project site is a vacant lot located at 6800 Mallard Street, Lemon Grove, CA.
9. **Surrounding Land Uses and Setting:** The subject vacant parcel is located on the north side of Mallard Street directly across from the intersection of Springfield Street and Mallard Street approximately 140 feet west of 69th Street. To the north, south, east and west are single-family residential land uses.
10. **Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement):** None known.

Attachment D

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors highlighted below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

Aesthetics	Greenhouse Gas Emissions	Population/Housing
Agricultural Resources	Hazards & Hazardous Materials	Public Services
Air Quality	Hydrology/Water Quality	Recreation
Biological Resources	Land Use/Planning	Transportation/Traffic
Cultural Resources	Mineral Resources	Utilities/Service Systems
Geology/Soils	Noise	Mandatory Findings of Significance

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

I find that the proposed project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.

I find that the proposed project MAY have a "potential significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards and (b) have been avoided or mitigated to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

David De Vries, Development Services Director
Printed Name

City of Lemon Grove
For

March 24, 2016

EVALUATION OF ENVIRONMENTAL IMPACTS

1. A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on the project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project).
2. All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project level, indirect as well as direct, and construction as well as operational impacts.
3. Once the lead agency has determined that a particularly physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
4. "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact". The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis", may be cross-referenced).
5. Earlier analysis may be used where, pursuant to the tiering, program EIR or other CEQA process, and effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effect were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated" describe the mitigation measures which were incorporated or refined from the earlier document and extent to which they address site-specific conditions for the project.
6. Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances, etc.). Reference to a previously prepared or outside document should where appropriate, include a reference to the page or pages where the statement is substantiated.
7. Supporting Information Sources: a source list should be attached and other sources used or individuals contacted should be cited in the discussion.
8. This is only a suggested form and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to the project's environmental effects in whatever format is selected.

Attachment D

9. The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ISSUES AND SUPPORTING INFORMATION

1. **AESTHETICS.** Would the Project:

- a) Have a substantial adverse effect on a scenic vista?
- b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic?
- c) Substantially degrade the existing visual character or quality of the site and its surroundings?
- d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The subject property is not located in or near a scenic vista or scenic highway. The site is currently vacant. Eleven mature trees exist onsite that are proposed to be removed. Forty-nine new trees are proposed to be planted. The project is proposed to be built at a height permitted by the General Plan and the development standards of the Zoning Ordinance. The project proposes 12 single-family residences, which, since the site is currently vacant, will change the look of the property. Night time lighting of new residences may occur as a result of this project. Glare onto adjacent public-rights-of-ways is required to be reduced to a level of no impacts. Aesthetic impacts are expected to be less than significant.

Source: 1, 2, 10

2. **AGRICULTURE RESOURCES:** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

- a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?
- b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?
- c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The project is located within a developed suburban residential area. The property is not located in an area used for agricultural purposes and no such impacts will occur.

Source: 1, 2

Attachment D

3. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- a) Conflict with or obstruct implementation of the applicable air quality plan?
- b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?
- c) Results in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under any applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?
- d) Expose sensitive receptors to substantial pollutant concentrations?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The project may result in a very slight increase in traffic and no significant impact on air resources is likely to occur. While the proposed project may result in a slight increase in vehicular traffic and a slight increase in air quality impacts to the region, the MEIR for the City of Lemon Grove's General Plan anticipates air quality impacts associated with the build out of Lemon Grove but not to a level of significance. The cumulative air quality impacts will remain significant and unmitigated. However, this project is not considered to result in a cumulatively considerable net increase of any criteria pollutant. Potential temporary impacts could occur due to grading, building construction, and paving. Standard conditions of project approval consistent with the San Diego Air Pollution Control District's Rule 55 will require the control of fugitive dust during site grading and construction.

Source: 1, 2

4. **BIOLOGICAL RESOURCES.** Would the project:

- a) Have a substantial adverse effect either directly or through habitat modifications on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife service?
- b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plan, policies, regulations or by the California Department of Fish and Game or U.S. Wildlife service?
- c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including but not limited to marsh vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?
- d) Interfere substantially with the movement of any resident, migratory wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?
- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?
- f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan and other approved local, regional, or state habitat conservation plan?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Attachment D

Discussion:

The subject property is currently vacant and located in a developed suburban area consisting of single family residential land uses. The MEIR for the City of Lemon Grove's General Plan confirms there are no known sensitive biological resources, riparian habitat or wetlands on the subject property.

Source: 1, 2

5. CULTURAL RESOURCES. Would the project:

- a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?
- b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?
- c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?
- d) Disturb any human remains, including those interred outside of formal cemeteries?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

The subject property is currently vacant. There are no known cultural resources located on the property. There are no known human remains or those interred outside of formal cemeteries on the subject property or in the surrounding area. The site is underlain by the San Diego formation which has a very high potential to contain paleontological resources. This formation typically contains important marine mammal and invertebrate fossils. Grading will occur on-site, but will not impact the San Diego Formation.

A standard condition of approval will require the project proponent to 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. Potential impacts to cultural resources will be less than significant.

Source: 1, 2, 5

6. GEOLOGY AND SOILS. Would the project:

- a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving: (i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area based on the other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42. (ii) Strong seismic ground shaking? (iii) Seismic-related ground failure, including liquefaction? (iv) Landslides?
- b) Result in substantial soil erosion or the loss of topsoil?
- c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?
- d) Locate on the expansive soil, as defined in Table 18-I-b of the Uniform Building Code (1997), creating substantial risks to life or property?
- e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

Attachment D

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The subject property is currently vacant. Site development will consist of removal and compaction of the upper three feet of the soil in the area of proposed construction. The proposed structures will be required to comply with the current seismic requirements of the California Building Code. Like most urban areas in Southern California, Lemon Grove is subject to earthquakes. The project site is not located in an Earthquake Fault Zone according to the Alquist-Priolo Earthquake Fault Zoning Act and no active faults or ground ruptures have been mapped underlying the site or within the City of Lemon Grove. Active regional faults may cause ground shaking in Lemon Grove. Liquefaction is considered unlikely at this site. Landslide and earth movement is not a likely hazard to the site. There are no known unstable soils in the area of the subject property. Typical erosion control measures will be required during site grading. No significant geotechnical or geologic constraints exist. New structures on the subject property will be required to comply with the current seismic requirements of the California Building Code (CBC). The subject property will be connected to the Lemon Grove municipal sewer system. Compliance with the CBC and the City's building permit process and inspection would result in less than significant impacts.

Source: 1, 2, 5

7. **GREENHOUSE GAS EMISSIONS.** Would the project:

- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
- Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?

Potentially Significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The City of Lemon Grove is located within the San Diego County Air Basin. The six greenhouse gases are carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. The project will not generate significant GHG emissions. During grading and project construction, a temporary increase in operational emissions may occur. Operational emissions include mobile source emissions and building emissions. The San Diego Air Pollution Control District Rule 55 requires compliance with standard fugitive dust control best management practices. The impact is expected to be less than significant.

Source: 1, 2, 3

8. **HAZARDS AND HAZARDOUS MATERIALS.** Would the project:

- Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?
- Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?
- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Attachment D

- d) Be located on a site which is included on a list of hazardous material sites complied pursuant to Government Code Section 65962.5 and , as a result would it create a significant hazard to the public or the environment?
- e) For a project located within an airport land use plan, or where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the area?
- f) For a project within the vicinity of a private airstrip would the project result in a safety hazard for people resident or working in the project area?
- g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?
- h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas, or where residences are intermixed with wildlands?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 X No Impact

Discussion:

The site is to be developed as a residential project and will not create a hazardous environment through the use or transport of hazardous materials. There are no known hazardous material sites within the city.

The site is not located within an airport land use plan or within two miles of a public airport or public use airport and no such detriment should occur.

The proposed project will not impair implementation of or physically interfere with any emergency response plan or evacuation plan because the project design and access has been reviewed and approved by the Fire Department.

The project is located within an urbanized area and there are no wildlands located within the vicinity of the subject property. There will be no impact regarding hazards and hazardous materials.

Source: 1, 2

9. HYDROLOGY AND WATER QUALITY. Would the project:

- a) Violate any water quality standards or waste discharge requirements?
- b) Substantially degrade groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the groundwater table level ((e.g. the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?
- c) Substantially alter existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?
- d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate of surface runoff in a manner which would result in flooding on- or off-site?
- e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?
- f) Otherwise substantially degrade water quality?

Attachment D

- g) Place housing within a 100-year floodplain on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?
- h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?
- i) Expose people or structures to significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?
- j) Inundation by seiche, tsunami, or mudflow?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The proposed project consists of 12 single-family units served by a private street accessing Mallard Street. The private street is proposed to utilize rolled curb and gutter. The site runoff will be collected within the private street and conveyed to bioretention areas along the easterly property line. The design of the project has been reviewed by the City of Lemon Grove Engineering Department in order to assess the need for drainage improvements which have been included into the design of the project. According to the Drainage Study prepared for the project, there are no major diversions of drainage that will create nuisances downstream. The project will detain the proposed runoff so that the amount leaving the site will be equal to or less than the amount leaving the site in the Existing Condition. This will be accomplished by the proposed bioretention areas on the east side of the project site. The bioretention areas will also allow the runoff time to infiltrate into the soil stratum, providing an opportunity for cleansing of pollutants. The bioretention areas have been sized to accommodate the amount of proposed impervious surface attributed to them.

The subject property is not located within a flood zone and is not subject to flooding. Hydrology and water quality impacts would be less than significant.

Source: 1, 2, 4, 5, 6, 7

10. LAND USE PLANNING. Would the project:

- a) Physically divide an established community?
- b) Conflict with an applicable land use plan, policy or regulation of agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating environmental effect?
- c) Conflict with any applicable habitat conservation plan or natural communities' conservation plan?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The project will not divide the community. The General Plan Land Use designation for this site is Residential Low/Medium (RL/M), which allows up to seven dwelling units per net acre (du/ac). The gross area of the site is 1.59 acres. After required dedications and subtracting the area of the private street, the net area would be 1.24 acres. Based on the allowable density of up to seven du/ac for the RL/M designation, a maximum of 8.68 units would be allowed. With the density bonus, a maximum of 12 units would be allowed. The project proposes a density bonus to allow the construction of four dwelling units that are restricted to moderate income households, which is consistent with the General Plan. There would be no land use planning impacts.

Source: 1, 2

Attachment D

11. MINERAL RESOURCES. Would the project:

- a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
- b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

There are no known mineral resources of value located within the City of Lemon Grove. There will be no impact to mineral resources.

Source: 1, 2, 5

12. NOISE. Would the project:

- a) Expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?
- b) Expose persons to or generate excessive ground borne vibration or ground borne noise levels?
- c) Result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?
- d) Result in a substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?
- e) For a project located within an airport land use plan or where such a plan has not been adopted within two miles of a public use airport, would the project expose people residing or working in the area to excessive noise levels?
- f) For a project within vicinity of a private airstrip would the project expose people residing or working in the project area to excessive noise levels?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

The proposed project is single-family residential in nature and will not introduce significant noise sources in the vicinity that are inconsistent with the existing residential development of the area. The MEIR prepared for the 1996 General Plan indicates that the subject property is located within an area encompassing 60 dB CNEL noise levels or less. The MEIR states that projects with existing noise levels below 60 dB CNEL is normally acceptable or satisfactory for the area and no conditions are required. The General Plan requires noise studies only for projects exceeding 60 dB CNEL. This project proposes to maintain interior noise levels at 45 dB CNEL or less as required by Title 24 of the California Building Code and the Lemon Grove General Plan. The project is expected to generate temporary construction noise during site preparation and grading, building construction, and paving. Conformance with the City's Noise Abatement and Control ordinance (Chapter 9.24 of the Lemon Grove Municipal Code) is required for operation of any single or combination of powered construction equipment at any construction site. The subject property is not located within the vicinity of a private airstrip or public airport. The noise impact would be less than significant.

Source: 1, 2

Attachment D

13. **POPULATION AND HOUSING.** Would the project:

- a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?
- b) Displace substantial numbers of existing housing units, necessitating the construction of replacement housing units elsewhere?
- c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The project will not induce substantial population growth because the project is consistent with the Land use Plan of the Community Development Element of the Lemon Grove General Plan and has been evaluated under the MEIR for the General Plan. Four of the proposed units will be restricted to moderate-income households, which assists the City in meeting its State-mandated affordable housing goals. The site is currently vacant; therefore, the project does not displace existing housing units or numbers of people. The impact to population and housing would be less than significant.

Source: 1, 2

14. **PUBLIC SERVICES.** Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- a) Fire protection?
- b) Police protection?
- c) Schools?
- d) Parks?
- e) Other public facilities?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 No Impact

Discussion:

The proposed project will not result in a significant increase in the demand for public services and facilities. The Fire Department, EDCO disposal service, Helix Water District, the Lemon Grove Sanitation District and the Sheriff's Department have reviewed the proposed project and determined that existing services are adequate to serve the increase in households proposed by the project. The impact to public services would be less than significant.

Source: 1, 2

Attachment D

15. RECREATION. Would the project:

- a) Would the project increase the use of existing neighborhood or regional parks or other recreation facilities such that substantial physical deterioration of the facility would occur or be accelerated?
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

The proposed project will not likely cause a significant increase in the demand on recreational services in the community. Standard conditions of approval require the developer to pay a Parkland dedication in lieu fee for each proposed dwelling unit. The project includes a 15,254 square foot biofiltration area along the east side of the site that will be incorporated into common area for the residents with a decomposed granite walking path, an all-ages play structure, site furnishings, lighting, and numerous gathering spaces. The impact to recreation would be less than significant.

Source: 1, 2, 10

16. TRANSPORTATION/TRAFFIC. Would the project:

- a) Cause an increase in the traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., resulting a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections?)
- b) Exceed, either individually or cumulatively, a level of service standard established by the County Congestion Management Agency for designated roads or highways?
- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that result in substantial safety risks?
- d) Substantially increase hazards to a design feature (e.g. sharp curves or dangerous intersection) or incompatible uses (e.g. farm equipment)?
- e) Result in inadequate emergency access?
- f) Result in inadequate parking capacity?
- g) Conflict with adopted policies or programs supporting alternative transportation (e.g. bus turnouts, bicycle racks)?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

The project is located on the north side of Mallard Street in the City of Lemon Grove. It should be noted that Mallard Street and 69th Street south of Mallard Street are located in the Community of Encanto in the City of San Diego. The project includes a private street which will provide access to the residential lots. The private street is designed with rolled curb and gutter, four-foot wide sidewalks, four-foot planted parkways, and enhanced lighting on each side. The project will generate approximately 120 average daily trips (ADT) based on a trip generation rate of 10 ADT for a single-family residence, or 120 trips for 12 single-family residences. Based on the San Diego Traffic Engineers' Council (SANTEC) and the Institute of Transportation Engineers (ITE) document *SANTEC/ITE Guidelines for Traffic Impact Studies in the San Diego Region*, a Traffic Impact Study is not required because the project's trip generation is calculated to be less than 1,000 ADT and less than 100 peak hour trips. The project does not increase the volume-to-

Attachment D

capacity ratio by more than 0.02 per the significance threshold of both the jurisdictions and therefore would not have an impact on adjacent roadway segments. The 69th Street/Mallard Street intersection is projected to operate at Level of Service (LOS) C or better with and without project conditions; therefore, the proposed project would not have an impact under future conditions.

The Fire Department and Engineering Department have determined that the private road is adequate to provide access for the proposed project and emergency vehicles. The proposed project meets the City's parking requirements and provides required bike racks. There are no hazardous street design features proposed. A sight distance analysis was provided and indicates there are no potential sight distance issues that will result from project improvements. The project will be responsible for frontage improvements along Mallard Street, including a 30-foot street dedication along the length of the property on Mallard Street, and construction of curb, gutter, and sidewalk along the south property line. The subject property is not located within the vicinity of a private airstrip or public airport. Transportation and traffic impacts would be less than significant.

Source: 1, 2, 8, 9, 10

17. **UTILITIES AND SERVICE SYSTEMS.** Would the project:

- a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?
- b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- c) Require or result in the construction of new storm drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?
- d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?
- e) Result in a determination by the wastewater treatment facilities which services or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?
- f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?
- g) Comply with the federal, state, and local statutes and regulations related to solid waste?

Potentially significant Impact

Less than Significant with Mitigation Incorporated

Less Than Significant Impact

No Impact

Discussion:

Best Management Practices (BMPs) will be implemented towards overall water quality. According to the Drainage Study prepared for the project, there are no major diversions of drainage that will create nuisances downstream. The project will detain the proposed runoff so that the amount leaving the site will be equal to or less than the amount leaving the site in the Existing Condition. This will be accomplished by the proposed bioretention areas on the east side of the project site. The bioretention areas will also allow the runoff time to infiltrate into the soil stratum, providing an opportunity for cleansing of pollutants. The bioretention areas have been sized to accommodate the amount of proposed impervious surface attributed to them.

The subject property is served by the City of Lemon Grove Sanitation District. The proposed project will not result in a substantial increase in the demand for sanitary services. Standard conditions of project approval will require that the project obtain sewer permits, pay sewer service and connection fees and connect to the Sanitation District.

Attachment D

The proposed project will not result in a significant increase in demand for domestic water supplies. Standard conditions of project approval will require that the project obtain water service permits, pay the water service and connection fees and connect to the Helix Water District.

The proposed project will not result in a substantial increase in the generation of solid waste. The project will be required to comply with all federal, State and local statutes and regulations regarding solid waste.

Source: 1, 2, 6, 7, 10

18. MANDATORY FINDINGS OF SIGNIFICANCE.

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 X No Impact

Discussion:

The proposed project will not degrade the quality of the environment because it is located in an area that is built out with single-family residential land uses in a developed suburban community. The development of the site does not support or influence critical habitat or sensitive vegetation or wildlife and there are no examples of California history or prehistory onsite.

b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively Considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 X Less Than Significant Impact
 No Impact

Discussion:

The project will result in a slight increase in the number of residents located within a suburban community and will not have impacts that are cumulatively considerable.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Potentially significant Impact
 Less than Significant with Mitigation Incorporated
 Less Than Significant Impact
 X No Impact

Discussion:

The proposed project will not cause a substantial adverse effect on human beings.

Source: 1, 2, 3, 4, 5, 6, 7, 8, 10

Attachment D

In view of the above analysis, it is determined that the project will not have a significant impact on the environment and an environmental impact report is not required.

EARLIER ANALYSIS

Earlier analyses may be used where, pursuant to tiering, program EIR, or other CEQA process, one or more effects have been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c)(3)(D).

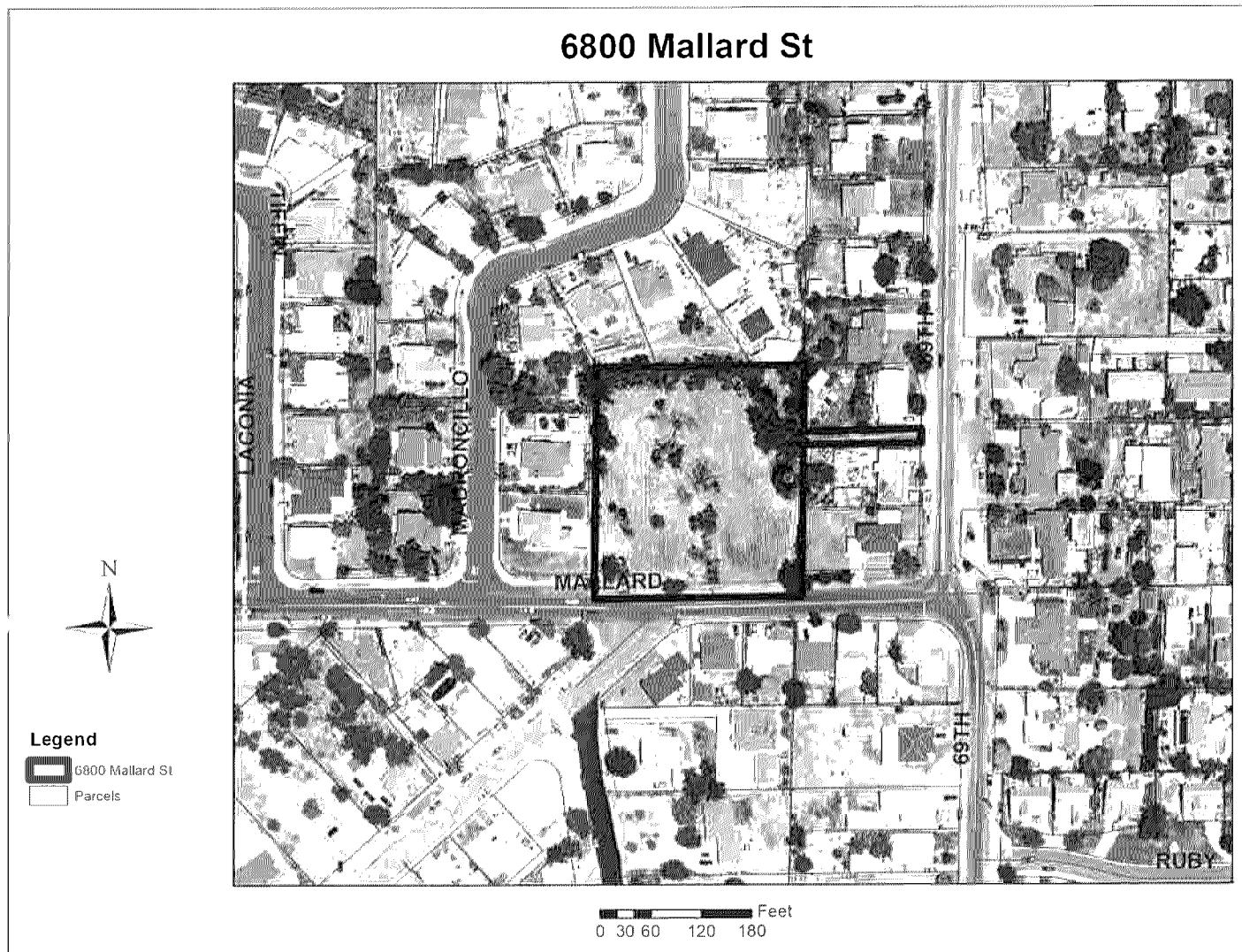
Earlier Documents prepared and utilized in this analysis are listed below. All of the documents are available at the City of Lemon Grove, Development Services Department, 3232 Main Street, Lemon Grove.

<u>Reference #</u>	<u>Document Title</u>
1.	City of Lemon Grove General Plan
2.	Master Environmental Impact Report for the Lemon Grove General Plan
3.	City of Lemon Grove Municipal Code
4.	Firm Insurance Rate Map Community Panel No. 06073C1910G May 16, 2012
5.	Geotechnical Investigation, TM0061/PDP150-002, by Applied Consultants (11/18/2015)
6.	Drainage Study, TM0061/PDP150-002, by Polaris Development Consultants (1/26/2016)
7.	Storm Water Management Plan, TM0061/PDP150-002, by Polaris Development Consultants (1/26/2016)
8.	Traffic Study for Mallard Court, prepared by Darnell & Associates (3/11/2008)
9.	Brief Guide of Vehicular Traffic Generation Rates for the San Diego Region, SANDAG (April 2002)
10.	TM0-000-0061/PDP-150-0002 application package

Individuals and Organizations Consulted

David De Vries, Development Services Director, City of Lemon Grove
Jeremiah Harrington, Assistant Engineer, City of Lemon Grove
Chris Jensen, Fire Marshal, Heartland Fire and Rescue
Kurt Culver, President and CEO, Esgil
Patricia Bluman, City Place Planning

VICINITY MAP AND AERIAL PHOTOGRAPH



Attachment F

LETTER FROM THE APPLICANT



September 17, 2015

David De Vries
City of Lemon Grove
Community Development Department
3232 Main Street
Lemon Grove, CA 91945

RE: Mallard Court Project - Development Submittal

CITY OF LEMON GROVE

SEP 21 2015

DEVELOPMENT SERVICES

Dear David,

We are pleased to present to you this 'Development Submittal' for the Mallard Court Project in the City of Lemon Grove. The project will ultimately consist of 12 affordable single family homes for first time/entry level homebuyers.

Infill Development Company has been developing small, affordable infill projects throughout the areas of San Diego County for over 23 years. In doing this, we have been very successful and have become a leader in infill development with a special emphasis on entry level housing. Our success is based on a strong foundation of partnering with cities, investors, non-profits, and land owners, offering superior architectural design, utilizing top notch construction practices, and servicing our homeowners with excellent customer service.

In our Company Mission Statement, Infill Development Company is committed to providing homes of the highest quality while always striving for improvement. We also know that our actions are our opportunity to express our abilities and our intentions. In striving for these qualities, our projects are always planned, designed, constructed, and serviced with the utmost concern for the customer and the community.

Therefore, in order to improve on our projects and to enhance, build, strengthen, and beautify the community, we are providing you with this package for your review to see how we addressed the site design. We went through numerous design schemes to arrive at a design that worked best for the site as well as for the community, the surrounding neighborhood, and the future residents.

As a result, you can see that a project such as this can achieve great housing opportunities for the community. Infill Development will again spend a considerable amount of time and energy on the smallest details in order to provide the City of Lemon Grove and its residents with a superior entry level infill project that everyone can benefit from.

If you have any questions or need more information please call and we look forward to working with you on this project.

Sincerely,
Infill Development Company

David L. Weiland

771 Jamacha Road #516 El Cajon, CA 92019
p.619.334.5200 f.619.334.5800
e.infilldevelopment@yahoo.com

Attachment G

EXHIBIT “A” – PROJECT PLANS

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 4

Mtg. Date April 19, 2016

Dept. Development Services Department

Item Title: Public Hearing to Consider an Appeal AA1-600-0001 of the Development Services Director Determination Regarding the Denial of a Home Occupation Permit Application for General Gunsmithing.

Staff Contact: Dave DeVries, Development Services Director
Miranda Evans, Assistant Planner

Recommendation:

1. Conduct the public hearing; and
2. Either adopt a Resolution (**Attachment B**) upholding the Development Services Director determination to deny the home occupation permit or adopt a Resolution (**Attachment C**) reversing the decision of the Development Services Director conditionally approving the home occupation permit for general gunsmithing.]

Item Summary:

On February 16, 2016, Mr. James Woods applied for a home occupation permit to perform general gunsmithing (which includes firearm service, repair, and restoration) from his single-family home located at 8204 Blossom Hill Court. Upon submission of his home occupation permit, Mr. Woods was informed that gunsmithing is not shown as a permitted use or a conditionally permitted use within the City of Lemon Grove. For this reason, the Home Occupation permit was denied. Mr. Woods is appealing this determination prohibiting general gunsmithing in his home. The staff report outlines Mr. Wood's administrative appeal request in more detail.

Fiscal Impact:

None.

Environmental Review:

Not subject to review
 Exempt, Section _____

Negative Declaration
 Mitigated Negative Declaration

Public Information:

None Newsletter article
 Notice published in local newspaper

Tribal Government Consultation Request
 Notice to property owners within 500 ft.

Attachments:

- A. Staff Report
- B. Resolution of Denial
- C. Resolution of Conditional Issuance
- D. Home Occupation Permit Application
- E. Applicant's Letter
- F. Director Determination
- G. Appeal Application
- H. Aerial and Vicinity Map

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 4

Mtg. Date April 19, 2016

Item Title: Public Hearing to Consider an Appeal AA1-600-0001 of the Development Services Director Determination Regarding the Denial of a Home Occupation Permit Application for General Gunsmithing.

Staff Contact: Dave DeVries, Development Services Director
Miranda Evans, Assistant Planner

Background:

On February 16, 2016, James Woods applied for a home occupation permit for general gunsmithing under the business name CJ's Custom Shop. Gunsmithing relates to firearm repair, modification and manufacturing. Mr. Woods was informed by staff that the term "gunsmithing" is not specified as a permitted use in any zone in the City and therefore would not be allowed as a home occupation in the Residential Low/Medium Zone. Staff met with Mr. Woods and suggested that a zoning amendment be applied for to allow the City Council to consider gunsmithing and related restrictions as a home occupation or permitted use in commercial zones in the City and the applicant opted for an appeal of the decision to deny the home occupation application. The same day, Mr. Woods was issued an official letter of denial for his home occupation permit from the Development Services Department.

On February 25, 2016, Mr. Woods filed an appeal application stating that the denial of a home occupation permit was unwarranted because it is an acceptable accessory use and in compliance with home occupation provisions, that all required Federal and State permits will be obtained, and other reasons (**Attachment G**).

The applicant has submitted a letter identifying the justification for the home occupation (**Attachment E**). Staff has no additional response to the applicants justification, except that a garage is not allowed to be converted into an office or workshop in a single-family home unless a new two-car garage is provided.

Discussion:

The process for land use decisions begins with the General Plan. The General Plan Land Use Designation for this property is Low/Medium Density Residential which allows for detached houses primarily and accessory dwelling units, day care, open space, public facilities, and home businesses which are compatible with the surrounding neighborhood. The corresponding zones are established to prevent conflicting land uses from being located next to each other or within the vicinity, specifically: to promote, protect and preserve the public health, safety, peace, comfort and general welfare.

The Municipal Code is constructed as a restrictive code and it identifies only the uses that are allowed by right or by discretionary permit. Where the Municipal Code is silent or a particular use does not meet the functional and/or operational characteristics of an identified allowable use, that use is prohibited. Should the Council wish to continue to categorize the business solely as gunsmithing, a term not found in the LGMC, the Council may uphold the decision of the Development Services Director, further denying the home occupation permit (**Attachment B**). Should the Council wish to categorize gunsmithing as maintenance and repair of consumer goods, a permitted use in the General Commercial Zone, the Council may reverse the decision of the Development Services Director and approve the home occupation permit (**Attachment**

Attachment A

C). Under the approval scenario, the home occupation permit would be conditionally issued and, in accordance with the Bureau of Alcohol, Tobacco, and Firearms (ATF) provisions, the home occupation permit for gunsmithing would require a Federal Firearm Licensing (FFL) Level 1 (no selling, only service) license to perform the requested firearm repairs. Additionally, Sheriff licensing requires review and approval. |

Public Information:

The Notice of Public Hearing for this item was published in the April 7, 2016 edition of the East County Californian and mailed to all property owners within 500 feet of the subject property.

The City received no comments in response to the Notice of Public Hearing as of April 13, 2016. Staff will provide the Council at the time of the public hearing with any comments that may come in past the distribution of the staff report.

Conclusion:

Staff recommends that the City Council conduct a public hearing and either adopt a Resolution (**Attachment B**) upholding the Development Services Director determination to deny the home occupation permit or adopt a Resolution (**Attachment C**) reversing the decision of the Development Services Director conditionally approving the home occupation permit for general gunsmithing at 8204 Blossom Hill Ct. |

Attachment B

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE UPHOLDING THE DECISION OF THE DEVELOPMENT SERVICES DIRECTOR DENYING A HOME OCCUPATION PERMIT FOR GENERAL GUNSMITHING AT 8204 BLOSSOM HILL COURT, LEMON GROVE, CALIFORNIA

WHEREAS, on February 16, 2016, Mr. John Woods applied for a home occupation permit for general gunsmithing at 8204 Blossom Hill Ct. in the Residential Low/Medium Zone (APN: 577-720-07-00); and

WHEREAS, gunsmithing is defined as the service, repair, restoration, modification, and customization of firearms; and

WHEREAS, on February 16, 2016, the Development Services Department denied the home occupation permit because gunsmithing is not a permitted home occupation use within the Residential Low/Medium zone; and

WHEREAS, on February 25, 2016, Mr. John Woods filed an appeal application (AA1-600-0001); and

WHEREAS, the City Council duly noticed and held a public hearing on April 19, 2016 to consider the appeal of the Development Services Director determination; and

WHEREAS, the City Council finds that gunsmithing is not shown a permitted use within the City, and

WHEREAS, the appeal of this determination is not a project and is not subject to the environmental review requirements of the California Environmental Quality Act (CEQA); and

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

1. Upholds determination of the Development Services Director denying a home occupation permit for gunsmithing at 8204 Blossom Hill Ct.

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Attachment C

RESOLUTION NO.:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE REVERSING THE DECISION OF THE DEVELOPMENT SERVICES DIRECTOR CONDITIONALLY APPROVING A HOME OCCUPATION PERMIT FOR GENERAL GUNSMITHING AT 8204 BLOSSOM HILL COURT, LEMON GROVE, CALIFORNIA

WHEREAS, on February 16, 2016, Mr. John Woods applied for a home occupation permit for general gunsmithing 8204 Blossom Hill Ct. in the Residential Low/Medium Zone (APN: 577-720-07-00); and

WHEREAS, gunsmithing is defined as the service, repair, restoration, modification, and customization of firearms; and

WHEREAS, on February 16, 2016, the Development Services Department denied the home occupation permit because gunsmithing is not a permitted use with the City; and

WHEREAS, on February 25, 2016, Mr. John Woods filed an appeal application (AA1-600-0001); and

WHEREAS, the City Council duly noticed and held a public hearing on April 19, 2016 to consider the appeal of the Development Services Director determination; and

WHEREAS, the City Council finds that gunsmithing is a permissible use within the City and is categorized as a use, that provides maintenance, cleaning and repair services for consumer goods within applicable commercial zones, and

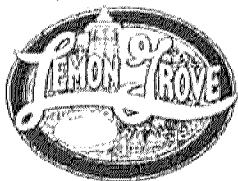
WHEREAS, the project is found to be categorically exempt from the California Environmental Quality Act (CEQA); and

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

1. Reverses the determination of the Development Services Director and conditionally approves the home occupation permit allowing for gunsmithing at 8204 Blossom Hill Court with conditions that appropriate Sheriff and Federal licenses for gunsmithing are obtained.

/////
/////

Attachment D



HOME OCCUPATION PERMIT APPLICATION

Community Development Department / Planning Division
3232 Main Street, Lemon Grove, CA 91945
Phone: 619-825-3805 Fax: 619-825-3818
www.ci.lemon-grove.ca.us

A City of Lemon Grove Business License is required for all Home Occupation Permits. Please fill out the following application, answering all the questions completely and accurately.

NAME OF BUSINESS: CVS Custom Shop PHONE: _____
ADDRESS: 8204 BLOSSOM HILL ST FAX: _____
LEMON GROVE, CA, 91945 EMAIL: _____

APPLICANT(S) NAME: James Woods

PROPOSED BUSINESS DESCRIPTION: General Government

ARE YOU THE PROPERTY OWNER AT THIS ADDRESS YES NO

If you are not the Property Owner, please have the property owner answer the following questions, including a written statement that the property owner is aware that you propose to conduct a business out of this residence.

PROPERTY OWNER NAME: _____

PHONE NUMBER: _____

STATEMENT FROM PROPERTY OWNER: _____

PROPERTY OWNER SIGNATURE: _____ DATE: _____

I HEREBY AGREE TO ABIDE BY THE REGULATIONS STATED ABOVE.

BUSINESS NAME: _____

ADDRESS: _____

APPLICANT'S SIGNATURE: _____ DATE: 7-12-2016

TO BE COMPLETED BY PLANNING STAFF

APPLICATION PROCESSING:

ZONE: <u>20M</u>	LAND USE: _____
APN: <u>577-720-07-00</u>	<input type="checkbox"/> APPROVED <input checked="" type="checkbox"/> DISAPPROVED
DATE: <u>2/14/16</u>	<input type="checkbox"/> CONDITIONALLY APPROVED (See Below)
FEES: _____	RECEIPT #: _____

COMMENTS and/or CONDITIONS:

Attachment D



CITY OF LEMON GROVE

3232 Main Street • Lemon Grove, CA 91945
Attn: Business License • (619) 825-3800

BUSINESS LICENSE APPLICATION

New Application
 Change of Business Name

Business Name	CJ's Custom Shop			Enter number of Employees	Enter number of Vehicles														
Business Location (Not P.O. Box)	8204 Blossom Hill Ct			8	1														
Mailing Address (If Different)	Lemon Grove, CA 91945																		
Bus. Phone (619)	City	State	Zip																
E-Mail Address																			
Start Date	Description of Business July 01, 2010 (Gunsmiting - general)																		
Ownership	<input type="checkbox"/> Corporation <input type="checkbox"/> Ltd Liability Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Trust																		
State Lic. No.	License Type			Expiration Date															
Resale No.	Federal I. D. No.			State I. D. No.															
Information of Owners, Partners or Corporations																			
Owner Name	James Woods			Title	Mr.														
Home Address	8204 Blossom Hill Ct			Phone	(619)														
City	Lemon Grove	State	CA	Zip	91945														
Owner Name				Phone	()														
Home Address				Cell Phone	()														
City	State	Zip																	
Information of Owners, Partners or Corporations																			
Name	James Woods			Title	Mr.														
Address	8204 Blossom Hill Ct			Phone	(619)														
Name	Cox Home Security			Phone No.	777-464-2563														
Address				License No.															
I declare under penalty of perjury that to the best of my knowledge and belief the statements made herein are true and correct.																			
Date: 7-16-2010	Signature of Owner or Representative:																		
* OFFICIAL USE ONLY *																			
Business License No.	Planning Dept	DENIED																	
Receipt #	Code Enforcement	/																	
Date Paid	Fire Dept.	/																	
<input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> MC / VISA	COMMENTS:	RJM 577-720-0702																	
Name as it appears on Credit Card:																			
Account #																			
Expiration Date:																			
Amount Authorized: \$																			
Authorized Signature:																			
<table border="1"> <tr> <td>Base Fee</td> <td>\$</td> </tr> <tr> <td>Employee Fee</td> <td>\$</td> </tr> <tr> <td>Per Item Fee</td> <td>\$</td> </tr> <tr> <td>Processing Fee</td> <td>\$ 30.00</td> </tr> <tr> <td>Storm Water Fee</td> <td>\$</td> </tr> <tr> <td>Fire Fee</td> <td>\$</td> </tr> <tr> <td colspan="2">TOTAL AMOUNT DUE</td> </tr> </table>						Base Fee	\$	Employee Fee	\$	Per Item Fee	\$	Processing Fee	\$ 30.00	Storm Water Fee	\$	Fire Fee	\$	TOTAL AMOUNT DUE	
Base Fee	\$																		
Employee Fee	\$																		
Per Item Fee	\$																		
Processing Fee	\$ 30.00																		
Storm Water Fee	\$																		
Fire Fee	\$																		
TOTAL AMOUNT DUE																			
MAKE CHECK PAYABLE TO THE CITY OF LEMON GROVE																			

Attachment D

CITY OF LEMON GROVE SCHEDULE OF ANNUAL BUSINESS LICENSE FEES																																																																																													
FIXED LOCATION IN CITY (IN-CITY) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Base Fee</td> <td style="width: 50%;">\$ 15.00</td> </tr> <tr> <td>Employee Charge</td> <td>\$ 2.00 each</td> </tr> <tr> <td colspan="2">(Maximum Employee Charge = \$100.00)</td> </tr> </table> APARTMENTS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Per Unit (Min. fee = \$10)</td> <td style="width: 50%;">\$ 3.00 each</td> </tr> </table> NO FIX LOCATION IN CITY (OUT-OF-CITY) <table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="width: 100%;">Wholesalers/Licensed Contractors</td> </tr> <tr> <td style="width: 50%;">Base Fee</td> <td style="width: 50%;">\$ 15.00</td> </tr> <tr> <td>Employee Charge</td> <td>\$ 2.00 each</td> </tr> <tr> <td colspan="2">(Maximum Employee Charge = \$100.00)</td> </tr> <tr> <td colspan="2">All Other Services</td> </tr> <tr> <td style="width: 50%;">Base Fee</td> <td style="width: 50%;">\$ 40.00</td> </tr> <tr> <td>Employee Charge</td> <td>\$ 2.00 each</td> </tr> <tr> <td colspan="2">(Maximum Employee Charge = \$100.00)</td> </tr> </table> RETAIL ROUTE DELIVERIES <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Base Fee Per Vehicle</td> <td style="width: 50%;">\$ 40.00</td> </tr> </table> AMUSEMENT/MECHANICAL/MUSIC <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Each Machine</td> <td style="width: 50%;">\$ 25.00</td> </tr> </table> AUCTION <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">\$ 150.00</td> <td style="width: 50%;"></td> </tr> </table> ACTIONEER <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">\$ 75.00</td> <td style="width: 50%;"></td> </tr> </table>		Base Fee	\$ 15.00	Employee Charge	\$ 2.00 each	(Maximum Employee Charge = \$100.00)		Per Unit (Min. fee = \$10)	\$ 3.00 each	Wholesalers/Licensed Contractors		Base Fee	\$ 15.00	Employee Charge	\$ 2.00 each	(Maximum Employee Charge = \$100.00)		All Other Services		Base Fee	\$ 40.00	Employee Charge	\$ 2.00 each	(Maximum Employee Charge = \$100.00)		Base Fee Per Vehicle	\$ 40.00	Each Machine	\$ 25.00	\$ 150.00		\$ 75.00		BILLBOARD ADVERTISING <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Base Fee</td> <td style="width: 50%;">\$ 100.00</td> </tr> <tr> <td>Three (3) or more</td> <td>\$ 10.00 each</td> </tr> </table> BOWLING ALLEY <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Base Fee</td> <td style="width: 50%;">\$ 15.00</td> </tr> <tr> <td>Per Lane</td> <td>\$ 10.00</td> </tr> </table> CIRCUS/CARNIVAL <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">\$ 250.00</td> <td style="width: 50%;"></td> </tr> </table> COIN OPERATED VENDING MACHINES <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Base Fee</td> <td style="width: 50%;">\$ 25.00</td> </tr> <tr> <td>Per Machine</td> <td>\$ 2.00</td> </tr> </table> ICE CREAM CARTS, WAGONS/FOOD VENDING VEHICLES <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Per Vehicle</td> <td style="width: 50%;">\$ 200.00</td> </tr> </table> PAWNBROKERS <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">\$ 100.00</td> <td style="width: 50%;"></td> </tr> </table> PEDDLERS, SOLICITORS, TRANSIENT MERCHANT <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Fixed Location On Tax Roll</td> <td style="width: 50%;">\$ 10.00</td> </tr> <tr> <td>No Fixed Location On Tax Roll</td> <td>\$ 15.00</td> </tr> </table> POOL ROOMS, BILLARD <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Base Fee</td> <td style="width: 50%;">\$ 15.00</td> </tr> <tr> <td>Per Table</td> <td>\$ 10.00</td> </tr> </table>		Base Fee	\$ 100.00	Three (3) or more	\$ 10.00 each	Base Fee	\$ 15.00	Per Lane	\$ 10.00	\$ 250.00		Base Fee	\$ 25.00	Per Machine	\$ 2.00	Per Vehicle	\$ 200.00	\$ 100.00		Fixed Location On Tax Roll	\$ 10.00	No Fixed Location On Tax Roll	\$ 15.00	Base Fee	\$ 15.00	Per Table	\$ 10.00	PROFESSION <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Base Fee</td> <td style="width: 50%;">\$ 25.00</td> </tr> <tr> <td>Employee Charge</td> <td>\$ 2.00 each</td> </tr> <tr> <td colspan="2">(Maximum Employee Charge = \$100.00)</td> </tr> </table> REAL ESTATE BROKER <table style="width: 100%; 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Description of Proposed Business: <p>a) Describe any product to be manufactured or assembled. <i>Type of business is manufacturing of recreational vehicles</i></p> <p>b) Describe materials or supplies to be stored in or at your home. <i>None</i></p> <p>c) Describe any service you will provide. <i>See attached</i></p> <p>d) Describe any machinery or equipment to be used (type, size, number, horsepower). <i>See attached</i></p> <p>e) Please give any additional details to fully describe the nature of the proposed business. Attach an additional page if necessary. <i>See attached</i></p> <p>f) Approximately what percentage of the floor area of your home will be used in the home occupation. <i>20% of Garage</i></p> <p>g) During what hours of the day will the home occupation be conducted. <i>9:00 AM - 5:00 PM</i></p> <p>h) If any vehicles will be used in the conduct of your home occupation, please describe them (number, size, capacity, intended use, etc.) <i>I plan several vehicles for transportation in terms of delivery/leasing/warehousing</i></p> <p>i) If you anticipate commercial deliveries or pick-up of items produced on the premises, please describe the type of commercial carrier and the frequency of deliveries and pick-ups. <i>USPS, FEDEX, UPS, and LTL lines for example</i></p>																																																																																													
<p>Do all the persons who are employed in the home occupation live in your home? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>Will there be any visible evidence that you are conducting a home occupation which can be seen from a public street, sidewalk or adjoining nearby properties? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Will the home occupation generate sounds which can be heard outside the walls of your home? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>If the answer to the above question is yes, will such sounds be audible between the hours of 8 PM and 8 AM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>IF YOU ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, PLEASE EXPLAIN IN DETAIL YOUR REASONS FOR YOUR AFFIRMATIVE RESPONSE(S). PLEASE USE AN ADDITIONAL PAGE</p> <p>I declare under the penalty of perjury that the foregoing information is true and correct.</p>																																																																																													
Signature of Applicant		Date																																																																																											

Attachment E

February 16, 2016

To: From:

Planning Board of Lemon Grove

James N. Woods

3232 Main Street

8204 Blossom Hill Ct

Lemon Grove, CA 91945

Lemon Grove, CA 91945

619-825-3800

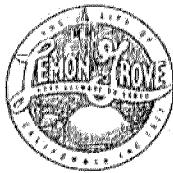
My name is James Woods and I would like to run a small business from my home. My mission is to provide top notch quality service to San Diego for firearms service, repair and preservation. I appreciate your consideration in the following:

- 1.) Business to Business. I plan on working with area businesses to provide service to their customers for all their repair needs. I will pick up and return, to the company, any client firearms that I have serviced. This will allow me to **not** have any "walk-in" clients.
- 2.) Low Key Operations. All of my equipment is no louder than an average air compressor in your garage. I plan on conducting work between 9:00 am and 3:00 pm. The work to be completed will usually be completed by hand with non-power tools.
- 3.) Services to Provide. I plan on providing the following services: general cleaning services, general repairs, light machine work, customization of legal firearms and firearms appraisals
- 4.) Security of the Property. I have contacted BATFE and CAL DOJ in regards to my security plan. As soon as the planning board of Lemon Grove approves my "Sole Proprietor" business application, I will finish the security plan. I wish to build a workshop in my garage, which will be turned into a secure space. I will need to add a deadbolt lock to the side walk-in door to the garage, add an additional security point to my home security system, and install a security camera for extra measure. I have an eight (8) gun security cabinet and a pistol security cabinet that will be installed on the premises for additional security, as well.

Respectfully,

James Woods

Attachment F



CITY OF LEMON GROVE

"Best Climate On Earth"

Development Services Department

February 16, 2016

James Woods
8204 Blossom Hill Ct
Lemon Grove, CA 91945

**Subject: Home Occupation Permit Application received February 16, 2016 at
8204 Blossom Hill Ct, Lemon Grove, CA**

Dear Mr. Woods,

The City of Lemon Grove ("City") is in receipt of your application for a Home Occupation Permit Application for "Gunsmithing: Firearms repair, modification and manufacture" at 8204 Blossom Hill Ct.

City staff has determined that your business for gunsmithing, as proposed, is not a permitted use in the City of Lemon Grove and is inconsistent with the purpose and general provisions of the Lemon Grove Municipal Code and the Residential Low Medium zone and is therefore denied.

The denial of your Home Occupation Permit Application is based on the information you submitted and the following conclusions:

The Home Occupation Permit application states that the proposed home occupation business is "Gunsmithing: Firearms repair, modification and manufacture". This use is not listed as a permitted use or a conditionally permitted use within the City of Lemon Grove and is inconsistent with the purpose and general provisions of any of the City of Lemon Grove's commercial or residential zones (LGMC § 17.16.070.)

City records indicate that uses related to "firearms" were previously identified in the LGMC, but were specifically removed in 1995. In 1995 and 1996, the City Council was deliberating on a proposed Ordinance to allow firearm sales and gunsmithing during the course of three meetings. The Ordinance was not adopted.

The Lemon Grove Municipal code is constructed as a restrictive code and identifies only those uses that may be allowed by right or by discretionary permit. Where the Municipal Code is silent or a particular use does not meet the functional and/or operational characteristics of an identified allowable use, that use is prohibited.

The Development Services Director is responsible for determinations regarding the appropriate classification for any proposed use (LGMC 17.12.070). Any application made in conflict with the provisions of the LGMC, state law, or federal law shall be denied.

Attachment F

The City Council is the body that establishes the rules and regulations under Title 17 and may, on its own motion, interpret the scope and meaning of any provision under this title, including the applicability of any provision to a particular person or property. The City Council may request the advice on any interpretation from the development services director or any other advisory body it has formed, or chooses to form, for this purpose.

If you disagree with the denial of your home occupation permit application, you may request the City Council's review of the Development Director's determination and interpretation of the regulations. The filing fee for this application is \$75.00.

Sincerely,



David De Vries
Acting Development Services Director

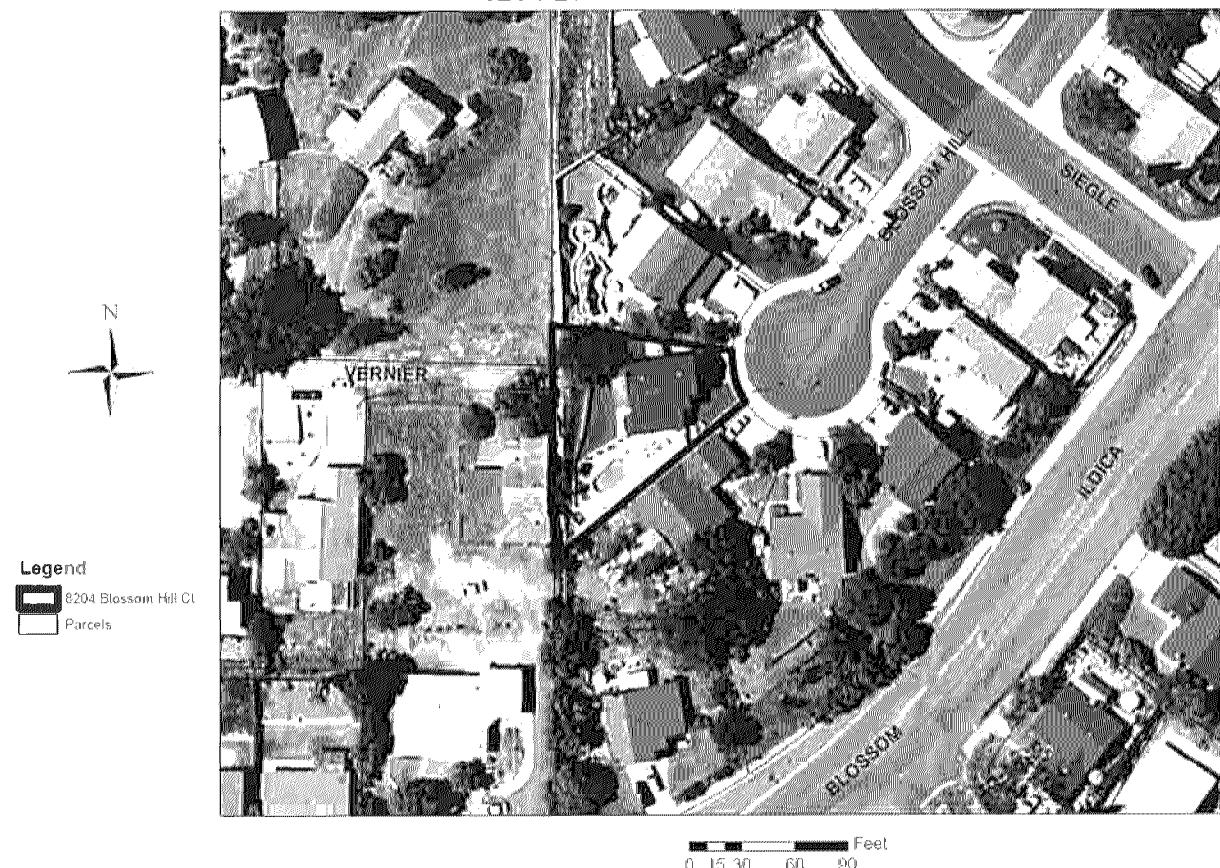
cc: City Manager
City Attorney

Attachment G

CITY OF LEMON GROVE	
	FEB 25 2016
APPEAL APPLICATION & REQUEST FOR PUBLIC HEARING	
DEVELOPMENT SERVICES	
Community Development Department / Planning Division	
3232 Main Street, Lemon Grove, CA 91945	
Phone: 619-825-3805 Fax: 619-825-3818	
www.ci.lemon-grove.ca.us	
APPLICANT:	James Woods, dba CT's Custom Shop (prospectively)
ADDRESS:	8204 Blossom Hill Ct, Lemon Grove, CA 91945
PHONE:	
FAX:	
EMAIL:	n
CASE/PROJECT NUMBER:	None given; APN 577-720-07-00 RI/M
DECISION / CONDITIONS OF APPROVAL BEING APPEALED (INCLUDE CONDITION ITEM NUMBERS):	
Denial of Home Occupation Permit Application; Denial of Planning Department Approval; Denial of Zoning Clearance; Denial of Business License Application; all at above address.	
* * *	
SPECIFIC REASON(S) FOR APPEAL OR REQUEST FOR PUBLIC HEARING:	
Proposed Use/Home Occupation is an acceptable Accessory Use under LGMC section 17.24.060 D. 5. (Accessory Uses in Residential Zones/Home Occupations); Proposed Use is in compliance with the definition and limitations of LGMC 18.20.020 ("Home Occupation"). The Proposed Use will not give "any indication of other than residential use, and will not be detrimental . . . by virtue of traffic flow, noise, odor or other adverse conditions."	
The Proposed Use is not violative of any restriction in LGMC section 18.20.030. No firearms sales, manufacturing nor discharge will occur. All federal and State permits will be in place but are subject to this City approval.	
Attach additional sheets if necessary Original Applications and supporting documents attached.	
C Applicant's Signature	
25 FEB 2016 Date	
TO BE COMPLETED BY PLANNING STAFF	
FILE #(s)	1A1-600 0001
DATE:	2/25/16
FEES:	15
RECEIPT #:	2320
COMMENTS and/or CONDITIONS:	
* * *	

Attachment H

8204 Blossom Hill Ct



LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY

Item No. 5
Mtg. Date April 19, 2016
Dept. City Attorney

Item Title: Authorization to Recruit Three Members of the Community Advisory Commission pursuant to Lemon Grove Municipal Code Chapter 2.08.

Staff Contact: James P. Lough, City Attorney

Recommendation:

- 1) Discuss options and give direction on selection process; and
- 2) Adopt a Resolution establishing the recruitment process (**Attachment B**).

Item Summary:

In September 2015, the City Council established the Community Advisory Commission ("CAC"). This Agenda item asks the City Council to establish a recruitment and appointment process. The recommended process follows procedures used by the City Council in the past for other permanent advisory committees. There are three permanent positions on the CAC to be filled by this process. The Council, on an assignment-by-assignment basis, will add members based on the complexity of the task.

Fiscal Impact:

No fiscal Impact.

Environmental Review:

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

Public Information:

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

Attachments:

- A. Staff Report
- B. Resolution No.
- C. Draft Application Form

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 5

Mtg. Date April 19, 2016

Item Title: Authorization to Recruit Three Permanent Members of the Community Advisory Commission pursuant to Lemon Grove Municipal Code Chapter 2.08.

Staff Contact: [James P. Lough, City Attorney]

Background:

On September 15, 2015, the City Council adopted an Ordinance to assign Planning Commission jurisdiction to the City Council. (Ordinance No. 431.) The Ordinance also established the Community Advisory Commission ("CAC"). The CAC is made up of three permanent and a variable number of temporary members. The number and makeup of the temporary membership would change based upon the need for citizen-members as determined on an issue-to-issue basis by the City Council.

The CAC would serve the role as either a Committee or Focus Group with the permanent members serving in the leadership positions for the Committee (i.e. Chair and Vice Chair of the overall committee or focus group and chairs of any sub-groups formed). The purpose would be to provide more stability to the Committee/Group with less reliance on staff to assume a leadership role.

The Community Advisory Commission consists of three permanent members who shall be residents of the City. By resolution, the City Council can appoint additional members that serve for a limited duration (temporary) to assist the permanent members in the study of issues assigned to the Community Advisory Commission by the City Council. Limited duration members can be residents, business owners or property owners within the City.

Permanent positions on the Commission shall be appointed by the City Council and shall serve for a period of three years, or until reappointment or appointment of a successor. Temporary members of the Commission shall be appointed for a limited duration by resolution of the City Council that establishes the task to be studied by the Commission or by subsequent resolution. The temporary Commission members shall serve for the length of time designated in the Resolution of the City Council establishing the matter to be studied or as amended by subsequent resolution of the City Council.

The Commission shall have all of the powers and duties established by state law, ordinances and resolutions, which the Council may enact. The City Council, acting as the Planning Commission in all matters, may delegate to the Commission advisory functions on a case-by-case basis by Resolution. It is the duty of the Commission to advise the City Council upon the amendment or revision of the General Plan when requested by the City Council.

The CAC will operate under the spirit of the Brown Act and comply with all public noticing and open meeting requirements. Permanent CAC members will be required to submit conflict of interest forms and complete ethics training.

Attachment A

Discussion and Analysis:

Since the adoption of the Ordinance establishing the CAC, the City Council has been making changes in the code to reflect the changes in authority. Most of the necessary changes have been made with some held in abeyance to make sure they do not conflict with changes reflected in the General Plan update. This Agenda Item establishes the recruitment process to fill the three permanent positions of the CAC. Each position will eventually have a three-year term. It is recommended that the three members be appointed for staggered terms of one, two and three years. A staggered appointment will help ensure continuity of leadership on the Committee

Attachment C is the draft application. It is a modified application previously used by the City to recruit candidates for permanent advisory committees. It lists the Second and Fourth Mondays at 7:00 P.M. as the likely date for meetings.

Attachment B is the Resolution. It contains the deadlines for the recruitment process as follows:

April 28, 2016	Public Notices
June 2, 2016	Deadline for Applications
June 21, 2016	City Council Appointment

It is recommended that the Announcement be published once in a newspaper of general circulation; posted on the City's Website and a notice be sent to all persons on the City's electronic mailing list. The deadline for these notices would be April 28, 2016. In addition to adopting the recruitment process, the City Council is asked to give direction to Staff on how it wishes to set up the procedures for the June 21st appointment process. In the past, the City Council has used a variety of methods. It has held interviews of either each candidate or the candidates that have been recommended participate in the interview process by at least two council members. This second process is used when a large number of candidates have applied. Other times, the Council has appointed from the application without interviews. The Resolution does not require any particular method for choosing the three appointees. It is asked that the Council either give direction to Staff at this meeting or wait until June 2nd and decide the process based on the number of applicants.

Conclusion:

Staff recommends that the City Council: 1) Give direction to Staff regarding Appointment Process procedures and 2) Adopt Resolution No. , establishing a recruitment process for the three permanent members of the Community Advisory Commission (**Attachment B**).

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
ESTABLISHING A RECRUITMENT PROCESS TO APPOINT THE INITIAL THREE
PERMANENT MEMBERS OF THE COMMUNITY ADVISORY COMMISSION.**

WHEREAS, on September 15, 2015, the Lemon Grove City Council adopted an Ordinance establishing the Community Advisory Commission; and

WHEREAS, the City Council, after having made implementing changes in the municipal code to set the general parameters for the Community Advisory Commission, desires to appoint the three permanent members of the Commission through a recruitment process established hereunder; and

WHEREAS, the City Council authorizes the City Manager and city staff to advertise for the appointment of three permanent members of the Community Advisory Commission in the manner set out below.

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

1. The foregoing recitals are true and correct.
2. The City Council authorizes the City Manager, and her designees, to advertise the recruitment of citizens to serve in three permanent offices on the Community Advisory Commission as follows:

April 28, 2016	Public Notice Deadline
June 2, 2016	Deadline for Applications
June 21, 2016	City Council Appointment

3. The appointment process shall be posted and advertised at least once in a newspaper of general circulation within the City of Lemon Grove. Further notices shall be given through electronic mail and on the City's Website.

4. The City Council intends to appoint three members to initial terms of one, two and three years.

ADOPTED by the City Council on April 19, 2016.

Attachment C



APPLICATION FOR COMMUNITY ADVISORY COMMISSION

CONTACT INFORMATION

Name: _____ Address: _____

Phone: _____ Email Address: _____

WORK & COMMUNITY EXPERIENCE

Employer: _____ Title: _____

Statement of Occupational Experience: _____

List any past or current community or public service appointments with dates served: _____

What experience or special knowledge can you bring to the Community Advisory Commission?

It is anticipated that the Community Advisory Commission will meet on a periodic basis as determined by the City Council. It is likely that the meetings will be on the second Monday of each month at 7:00 p.m. Does your schedule allow you to attend on this day at this time?
(Circle one)

Yes No

Comment: _____

PERSONS HOLDING THIS POSITION ARE REQUIRED TO FILE CONFLICT OF INTEREST STATEMENTS IN ACCORDANCE WITH THE POLITICAL REFORM ACT AND THE CITY OF LEMON GROVE CONFLICT OF INTEREST CODE.

Signature: _____ Date: _____

CITY OF LEMON GROVE COMMUNITY ADVISORY COMMISSION

Purpose:

The Community Advisory Commission acts as a resident advisory/focus group to the Lemon Grove City Council on myriad of topics and issues.

Membership:

The Community Advisory Commission (CAC) consists of three permanent Lemon Grove residents that are appointed to by the City Council to and serve three-year terms.

Ad hoc members will be added depending on topic/issue specified by Resolution of the Lemon Grove City Council. Ad hoc members are open to Lemon Grove residents, business owners and property owners.

Meeting Time/Location:

Tentatively scheduled for the second Monday of each month at 7:00 p.m. Additional meetings may be called on an as needed basis. Meeting will be held at the Lemon Grove Community Center, 3146 School Lane.

Compensation:

None

Financial Disclosure:

Permanent Members - Must submit a Conflict of Interest statements (FPPC Form 700)

Responsible Department:

City Manager's Department/Administration