LA MESA CITY COUNCIL

AGENDA

A Regular Meeting

Tuesday, September 8, 2015

4:00 p.m.

City Council Chambers
La Mesa City Hall
8130 Allison Avenue
La Mesa, California

The purpose of a Council meeting is to accomplish the public’s business as productively, efficiently and professionally as possible.

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Welcome to the La Mesa City Council meeting.

The City of La Mesa is a community working together toward a common goal which includes a safe and healthy environment, state-of-the-art resources and technology, unsurpassed quality of life and an efficient and effectively run government organization.

✓ Agenda reports for items on this agenda are available for public review at the City Clerk's Office, 8130 Allison Avenue, and at the La Mesa library reference desk, 8074 Allison Avenue, during normal business hours.

✓ Materials related to an item on this agenda submitted to the Council after distribution of the agenda packet are available for public inspection in the City Clerk's Office, 8130 Allison Avenue, during normal business hours.

✓ As a courtesy to others, PLEASE TURN OFF, OR PLACE IN SILENT MODE, all cell phones, pagers and other communication devices while in the Council Chambers.

✓ If you wish to speak concerning any item on the agenda, please complete a “Request to Speak” card and submit it to the Council Hostess. When the Mayor calls your name, step to the podium and state your name for the record. In order that all who wish to speak may be heard, it is requested that you limit your presentation to three minutes.

✓ Should you wish to speak concerning an item that is not listed on the agenda, you may be heard during that part of the agenda listed as "Public Comments." Please complete a “Request to Speak” card and submit it to the Council Hostess. When the Mayor calls your name, step to the podium and state your name for the record. NOTE: If appropriate, the item may be referred to staff or placed on a future agenda.

✓ Citizens who wish to make an audio/visual presentation pertaining to an item on the agenda, or during Public Comments, should contact the City Clerk’s office at 619.667.1120, no later than 12:00 noon, one business day prior to the start of the meeting. Advance notification will ensure compatibility with City equipment and allow Council meeting presentations to progress smoothly and in a consistent and equitable manner. Please note that all presentations/digital materials are considered part of the maximum time limit provided to speakers.

✓ For more specific information about the City Council meetings, please take a Welcome to Your City of La Mesa City Council Meeting brochure located at the back of the Council Chambers, or call the City Clerk’s office at 619.667.1120.

✓ Individuals with disabilities who require reasonable accommodation in order to participate in City of La Mesa services, activities, programs and/or attendance at City Council meetings, Commission meetings, or any Public Hearings should contact the City's Americans with Disabilities Act (ADA) Coordinator, Rida Freeman, Human Resources Manager, 48 hours prior to the meeting at 619.667.1175, fax 619.667.1163, or rfreeman@ci.la-mesa.ca.us.

✓ Hearing assisted devices are available for the hearing impaired. A City staff member is available to provide these devices upon entry to City Council meetings, commission meetings or public hearings held in the City Council Chambers. A photo i.d. or signature will be required to secure a device for the meeting.

✓ This meeting can be viewed live on Cox Cable Channel 24 (within La Mesa City limits) and on AT&T U-Verse Channel 99 (in the San Diego Region).

✓ Information about the services and programs offered by the City of La Mesa can be found on our website at www.cityoflamesa.com.
AGENDA

SEPTEMBER 8, 2015  4:00 P.M.

ROLL CALL

INVOCATION – COUNCILMEMBER McWHIRTER

PLEDGE OF ALLEGIANCE

CITY MANAGER COMMENTS

COMMUNITY BULLETIN REPORTS

PRESENTATIONS

PRESENTATION REGARDING THE CALTRANS SR94/125 CONNECTOR PROJECT

PROCLAIMING SEPTEMBER AS NATIONAL PREPAREDNESS MONTH

ADDITIONS AND/OR DELETIONS TO THE AGENDA

PUBLIC COMMENTS – (TOTAL TIME – 15 MINUTES)

NOTE: In accordance with state law, an item not scheduled on the agenda may be brought forward by the general public for comment; however, the City Council will not be able to discuss or take any action on the item at this meeting. If appropriate, the item will be referred to Staff or placed on a future agenda.

CONSENT CALENDAR
(Items 1 through 8)

The Consent Calendar includes items previously considered by the Council. Unless discussion is requested by members of the Council or audience, all Consent Calendar items may be approved by one motion.

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

2. APPROVAL OF MINUTES OF A REGULAR MEETING HELD JULY 28, 2015 AND A REGULAR MEETING HELD AUGUST 11, 2015

3. RATIFICATION OF THE DESIGN REVIEW BOARD’S APPROVAL OF DRB-15-07 (CHABRA) – A PROPOSAL TO CONVERT AN EXISTING PARKING AREA IN A SHOPPING CENTER INTO A NEW JACk IN THE BOX FAST-FOOD RESTAURANT WITH DRIVE-THRU AND OUTDOOR SEATING AT 6120 LAKE MURRAY BOULEVARD IN THE CN-D (NEIGHBORHOOD COMMERCIAL/URBAN DESIGN OVERLAY) ZONE

   Staff Reference: Mr. Jacobs
CONSENT CALENDAR – Continued

4. RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO COUNTY SHERIFF’S DEPARTMENT AND THE LA MESA POLICE DEPARTMENT FOR THE REGIONAL REALIGNMENT RESPONSE (R3) GROUP

   Staff Reference: Chief Vasquez

5. RESOLUTION APPROVING THE FINAL MAP FOR LA MESA TRACT NO. 13-01 (RAZAVI) – A ONE-LOT SUBDIVISION OF A 1.1-ACRE SITE FOR 18 RESIDENTIAL CONDOMINIUM UNITS AT 5502 SHASTA LANE IN THE R3 ZONE

   Staff Reference: Mr. Humora

6. RESOLUTION ACCEPTING BID 15-10 AND AWARDING A CONSTRUCTION CONTRACT FOR THE ALVARADO CHANNEL REMOVAL OF INVASIVE VEGETATION PROJECT TO ANTON TREE SERVICES

   Staff Reference: Mr. Humora

7. RESOLUTION AMENDING SECTION 12.44.130 OF THE LA MESA MUNICIPAL CODE ADDING A DISABLED PERSONS PARKING SPACE AT 8479 PORTER HILL TERRACE

   Staff Reference: Mr. Humora

8. RESOLUTION AMENDING SECTION 12.44.130 OF THE LA MESA MUNICIPAL CODE ADDING A DISABLED PERSONS PARKING SPACE AT 4844 73RD STREET

   Staff Reference: Mr. Humora

STAFF REPORTS

9. CONSIDERATION OF ADOPTING A RESOLUTION AUTHORIZING A STANDARD PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA MESA AND MJE MARKETING FOR STRATEGIC BRANDING, MARKETING AND COMMUNITY ENGAGEMENT SERVICES

   Staff recommends the Council approve the Standard Agreement for Specialized Professional Services between the City of La Mesa and MJE Marketing for strategic branding, marketing and community engagement services, and adopt the resolution.

   Staff Reference: Ms. Garrett

10. OBLIGATIONS REGARDING THE PURCHASE OF COUNTY LAND FOR THE SITING OF THE INTERIM LIBRARY FACILITY AND LIBRARY OPERATIONS (FOR BOTH AN INTERIM AND PERMANENT LIBRARY)

   Staff Reference: Mr. Sabine
COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)

AB 1234 REPORTS (GC 53232.3(d))

COUNCIL INITIATED

11. CONSIDERATION OF THE LEAGUE OF CALIFORNIA CITIES RESOLUTIONS THAT WILL BE VOTED ON AT THE ANNUAL CONFERENCE IN SAN JOSE ON SEPTEMBER 30 – OCTOBER 2, 2015 – VICE MAYOR BABER

CITY ATTORNEY REMARKS

ADJOURNMENT
<table>
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<tr>
<th>EVENT DATE</th>
<th>MEMBER NAME</th>
<th>Airfare</th>
<th>PURPOSE (Reason for attendance)</th>
<th>PAYMENT TO: (Host of event)</th>
<th>ALESSIO</th>
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<th>MCWHIRTER</th>
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<td>9/30/15</td>
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<td>League of CA Cities Annual Conference, San Jose, CA, Sept 30 - Oct 2, Registration &amp; Airfare</td>
<td>Designated Voting Delegate</td>
<td>League of CA Cities, Southwest Airlines</td>
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## CITY COUNCIL - FY 15-16
### PERSONAL EXPENSES

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<th>EVENT DATE</th>
<th>MEMBER NAME</th>
<th>DESCRIPTION AND ATTENDEES (Explanation of expense: lunch, parking, educational seminar, business expense), name of attendees</th>
<th>PURPOSE (Reason for expenditure)</th>
<th>PAYMENT TO: (Vendor's Name)</th>
<th>ALESSIO</th>
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<th>BABER</th>
<th>MCWHIRTER</th>
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| BUDGETED AMOUNT | 1.000.00 | 1.000.00 | 1.000.00 | 1.000.00 | 1.000.00 | 5.000.00 |
| TOTAL EXPENSES   | 0.00     | 0.00     | 0.00     | 0.00     | 0.00     | 0.00     |
| AVAILABLE BALANCE| 1.000.00 | 1.000.00 | 1.000.00 | 1.000.00 | 1.000.00 | 5.000.00 |

### CITY COUNCIL MEMBERSHIPS
- Arbor Day Foundation
- East County Economic Development Council
- League of CA Cities
- League of CA Cities-San Diego Division
- National League of Cities

### COUNCIL REPRESENTATIVE FOR OUTSIDE ORGANIZATION
- Harry Griffen Park JPA
- Heartland Communications Facility Authority
- Heartland Fire Training Facility Authority
- La Mesa-Spring Valley School District/City Joint Steering Committee
- Metro Wastewater JPA/Commission
- MTS
- Mission Trails Regional Park Task Force
- SANDAG
Minutes of a Regular Meeting of the La Mesa City Council
Tuesday, July 28, 2015 at 6:00 p.m.
City Council Chambers, 8130 Allison Avenue, La Mesa, California

Mayor Arapostathis called the meeting to order at 6:00 p.m.

ROLL CALL

PRESENT: Mayor Arapostathis; Vice Mayor Sterling; Councilmembers Alessio, Baber and McWhirter.

ABSENT: None.

STAFF: City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

INVOCATION – COUNCILMEMBER ALESSIO

PLEDGE OF ALLEGIANCE

CITY MANAGER COMMENTS

City Manager Witt announced the Caltrans meeting concerning the SR125 to SR94 connection project was being held in the Police Department Community Room. City Manager Witt said Caltrans had been invited to make a presentation on the project at a future Council meeting.

COMMUNITY BULLETIN REPORTS

The Mayor and Council made announcements and reported on various events taking place in the City. No action was taken.

PRESENTATION

STATUS REPORT ON THE CONSTRUCTION OF THE DOWNTOWN STREETSCAPE PROJECT AND FINAL TREE RECOMMENDATIONS

Public Works Director Humora briefly mentioned the previous Council discussion on the selection of street trees. Mr. Humora said, at the direction of the Council, the palm trees had been removed from the plans and the tree selections had been approved by the Environmental Sustainability Commission. Public Works Director Humora said following Council’s approval, staff would secure the trees and they would be planted following Oktoberfest. Public Works Director Humora also provided an update on the construction project in the Downtown area.

Council questions and comments ensued.

Mr. Greg Yeatter asked how he could find out what trees had been selected and spoke in opposition to the planting of palm trees. Mr. Yeatter also asked whether there would be any public input on the tree selection.
PRESENTATION – Continued

City Manager Witt responded.

ACTION: Following discussion, it was the consensus of the Council to approve the final tree selection for the project.

ADDITIONS AND/OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

PUBLIC COMMENTS

Mr. David Smyle, La Mesa, spoke about the need to update the recreational vehicle parking ordinance. Mr. Smyle also complained about Helix Water District’s electric message sign located in the center median on University near the District’s office being on public property.

CONSENT CALENDAR
(Items 1 through 6)

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

2. APPROVAL OF MINUTES OF A REGULAR MEETING HELD JULY 14, 2015


Resolution No. 2015-069 was adopted.

4. RESOLUTION TO APPROVE THE QUITCLAIM OF THE PUBLIC SEWER EASEMENT OVER PARCEL 1 OF PARCEL MAP 21035, DOCUMENT NO. 2013-0148287 DATED MARCH 7, 2013 OF OFFICIAL RECORD

Resolution No. 2015-070 was adopted.

5. RESOLUTION AUTHORIZING SUBMITTAL OF A GRANT APPLICATION FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM FOR UPGRADING THE FIBER OPTIC TRAFFIC SIGNAL COMMUNICATION SYSTEM CITY WIDE, ACCEPTING SAID GRANT IF AWARDED, AND APPROPRIATING FUNDS FOR THE PROJECT

Resolution No. 2015-071 was adopted.

6. RESOLUTION AUTHORIZING A STANDARD PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA MESA AND ARTISTS - JESUS, MARY LYNN, AND AMY DOMINGUEZ FOR CONSTRUCTION OF THE LOOKOUT AT LEGACY PARK

Resolution No. 2015-072 was adopted.
CONSENT CALENDAR – Continued

ACTION: Motioned by Councilmember Baber and seconded by Councilmember McWhirter to approve Consent Calendar items 1 through 6.

Vote: 5-0

Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember Baber, Councilmember McWhirter.

No: None

Abstained: None

Absent: None

Motion passed.

STAFF REPORT

7. CONSIDERATION OF THE SPECIAL EVENT PERMIT APPLICATION FOR THE 2015 OKTOBERFEST

Assistant City Manager Garrett explained the issues and reviewed the Council’s directions regarding Oktoberfest from the May 26th Council meeting. Ms. Garrett presented an overview of the changes to the current permit application, discussed the cost recovery for the past due balance, the deposit requirements for this year’s event, and reviewed the recommended event conditions. Assistant City Manager Garrett said staff recommended: 1) approval of the La Mesa Village Merchants Association’s application for the 2015 Oktoberfest Special Event Permit, subject to conditions, and adoption of the resolution temporarily closing portions of La Mesa city streets for the event; and 2) the Council give direction to the City Manager as to whether the proposed financial agreement outlined in the staff report meets the Council direction for a secured method of recovery for outstanding cost recovery and demonstrate that adequate resources for public safety and logistics have been met for the 2015 event.

Council questions and comments ensued.

Mr. John Vigil, event organizer, briefly spoke about the event application and explained the Merchant’s request for staggered closing times.

Mr. Joe Dyke, entertainment organizer, provided a short history of Oktoberfest and discussed the German music and dancing that was planned for the 2015 event.

Council questions and comments continued.

Ms. Jessica McElfresh, Attorney for the La Mesa Village Merchants Association, said the rumors about the current non-profit status of the organization, pending litigation, and financial issues were unfounded and untrue. Ms. McElfresh also said the organization would abide by the financial standards and plan, as well as the operational conditions of the City.

Ms. Anna Sanfillipo spoke about the benefits of the Oktoberfest in the past, but spoke in opposition to the proposed event being held only on the east side of Spring Street this year. Ms. Sanfillipo also expressed her concerns about the potential for parking problems in front of her restaurant and requested there be no portable facilities near the restaurant either.
STAFF REPORT – Continued

Mr. David Smyle, La Mesa, spoke about the Merchants Association’s lack of experience in operating the large beer garden. He also spoke about his concerns regarding the financial stability of the organization.

Mr. Jim Wieboldt, La Mesa, spoke in opposition to the approval of the permit and also voiced his concerns about the financial status of the Merchants Association.

Ms. Lynn McCrae Woodson also spoke in opposition to the approval of the permit and expressed her concerns about the Merchants Association’s financial stability and organizational skills to successfully operate the event.

Mr. Peter Carzis spoke against the Merchants Association and encouraged the City to get its money in advance of the event.

Council questions and comments continued.

ACTION: Motioned by Councilmember Baber and seconded by Councilmember Alessio to approve staff’s recommendations with the understanding that if any one payment was not made by the specified time, the event would be cancelled and any payments already made were non-refundable. Council also directed staff to restrict parking on La Mesa Boulevard, west of Spring Street, for the use of the businesses that are adjacent to the parking spaces.

Vote: 4-1

Yes: Mayor Arapostathis, Councilmember Alessio, Councilmember Baber, Councilmember McWhirter.
No: Vice Mayor Sterling
Abstained: None
Absent: None

Motion passed. Resolution No. 2015-073 was adopted.

Council discussion continued.

ACTION: Motioned by Councilmember McWhirter and seconded by Councilmember Baber, for the sake of discussion, to approve the staggered closing for Oktoberfest as proposed by the event organizer, Mr. Vigil.

Following further discussion, Mayor Arapostathis called for the vote.

Vote: 2-3

Yes: Councilmember Baber, Councilmember McWhirter.
No: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio.
Abstained: None
Absent: None

Motion failed.
Mayor Arapostathis moved item 8 forward for discussion at this time.

7:00 P.M.

HEARING

8. ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA CONFIRMING THE REPORT WITH THE FINAL DETERMINATION OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2016 TO BE COLLECTED ON THE COUNTY PROPERTY TAX ROLL AND DIRECTING THE CITY CLERK TO FORWARD A CERTIFIED COPY OF THIS RESOLUTION, TOGETHER WITH A COPY OF THE REPORT TO THE OFFICE OF THE SAN DIEGO COUNTY AUDITOR

Notice of the hearing was given in accordance with legal requirements, and the hearing was held on the date and at the time specified in the notice.

Public Works Director Humora explained the process to place sewer service charges on the property tax bills, discussed the customer outreach efforts and the appeal process. Public Works Director Humora said staff recommended the Council adopt the resolution approving the sewer charge amount for each parcel as described in the fiscal year 2016 sewer charge report and authorize the City Clerk to submit the sewer charge for each parcel to the County Auditor for collection on the 2015-2016 property tax bills.

Following Council questions, Mayor Arapostathis opened the hearing and asked if anyone from the audience wished to speak.

ACTION: Motioned by Mayor Arapostathis and seconded by Councilmember McWhirter to close the hearing since there was no one in the audience who wished to speak.

Vote: 4-1

Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember McWhirter.
No: Councilmember Baber.
Abstained: None
Absent: None

Motion passed.

ACTION: Motioned by Vice Mayor Sterling and seconded by Mayor Arapostathis to approve staff’s recommendations and adopt the resolution.

Vote: 4-1

Yes: Mayor Arapostathis, Vice Mayor Sterling, Councilmember Alessio, Councilmember McWhirter.
No: Councilmember Baber.
Abstained: None
Absent: None

Motion passed. Resolution No. 2015-074 was adopted.
COUNCIL COMMITTEE REPORTS

The Mayor and Council reported on various outside board, commission and committee meetings they attended. No action was taken.

AB 1234 REPORTS (GC 53232.3(d))

There were no reports.

CITY ATTORNEY REMARKS

There were no remarks.

ADJOURNMENT

Mayor Arapostathis adjourned the meeting at 7:40 p.m.

Mary J. Kennedy, CMC
City Clerk
Minutes of a Regular Meeting of the La Mesa City Council,
a Special Meeting of the City of La Mesa Successor Agency and
a Special Meeting of the La Mesa Public Financing Authority
Tuesday, August 11, 2015 at 4:00 p.m.
City Council Chambers, 8130 Allison Avenue, La Mesa, California

Mayor Arapostathis called the meeting to order at 4:00 p.m.

ROLL CALL:  CITY COUNCIL

PRESENT:  Mayor Arapostathis; Vice Mayor Baber; Councilmembers Alessio, McWhirter and Sterling.

ABSENT:  None.

STAFF:  Assistant City Manager/Community Services Director Garrett; City Attorney Sabine; City Clerk Kennedy.

ROLL CALL:  CITY OF LA MESA SUCCESSOR AGENCY

PRESENT:  Chairman Arapostathis; Agencymembers Alessio, Baber, McWhirter and Sterling.

ABSENT:  None.

STAFF:  Assistant City Manager/Community Services Director Garrett; City Attorney Sabine; City Clerk Kennedy.

ROLL CALL:  LA MESA PUBLIC FINANCING AUTHORITY

PRESENT:  Chairman Arapostathis; Authority Members Alessio, Baber, McWhirter and Sterling.

ABSENT:  None.

STAFF:  Assistant City Manager /Community Services Director Garrett; General Counsel Sabine; Secretary Kennedy.

INVOCATION – VICE MAYOR BABER

PLEDGE OF ALLEGIANCE

ANNUAL ROTATION OF THE VICE MAYOR

Mayor Arapostathis thanked Councilmember Sterling for her service as Vice Mayor and announced Councilmember Baber would be Vice Mayor for the next year.

CITY MANAGER COMMENTS

There were no comments.
COMMUNITY BULLETIN REPORTS

The Mayor and Council made announcements and reported on various events taking place in the City. No action was taken.

PRESENTATIONS

BUDGET MONITORING REPORT

Finance Director Waller-Bullock reported on the national, state and local economic outlook, state budget issues, the performance of the City’s General Fund and Proposition L benchmarks for quarter ending June 30, 2015.

Following Council questions and comments, no action was taken.

CITY TREASURER’S QUARTERLY REPORT AND APPROVAL OF THE INVESTMENT POLICY

City Treasurer Vogt made a presentation regarding the investment earnings for the quarter ending June 30, 2015. City Treasurer Vogt also presented the annual update of the City’s Investment Policy and discussed the status of the investment portfolio.

Council questions and comments ensued.

ACTION: Motioned by Vice Mayor Baber and seconded by Councilmember McWhirter to approve the report and adopt the investment policy.

Vote: 5-0
Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter, Councilmember Sterling
No: None
Abstained: None
Absent: None

Motion passed.

POLICE CHIEF’S QUARTERLY CRIME REPORT

Chief Vasquez presented the crime statistics for quarter ending June 30, 2015, explained the statistics in the various crime categories, and highlighted recently solved cases. Chief Vasquez briefly discussed the passage of Proposition 47 that reduced certain felonies to misdemeanors and said it was too early to detect the effect of the legislation on the crime rates. Chief Vasquez also spoke regarding the Police Department’s annual Youth Leadership Camp.

Following Council questions and comments, no action was taken.

ADDITIONS AND/OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.
PUBLIC COMMENTS

There were no comments.

CONSENT CALENDAR – CITY COUNCIL
(Items 1 through 4)

1. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

Approved.

2. RESOLUTION APPROVING THIRD AMENDMENT TO THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM SAN DIEGO REGIONAL STORM WATER COPERMITTEES MEMORANDUM OF UNDERSTANDING

Resolution No. 2015-075 was adopted.

3. RESOLUTION AUTHORIZING THE FIRST AMENDMENT TO THE EXCLUSIVE NEGOTIATING AGREEMENT TO POSSIBLY LEASE REAL PROPERTY BETWEEN THE CITY OF LA MESA AND WESTMONT DEVELOPMENT, LP

Resolution No. 2015-076 was adopted.


Resolution No. 2015-077 was adopted.

ACTION: Motioned by Councilmember Sterling and seconded by Councilmember Alessio to approve Consent Calendar items 1 through 4.

Vote: 5-0
Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter, Councilmember Sterling
No: None
Abstained: None
Absent: None

Motion passed.

CONSENT CALENDAR – CITY OF LA MESA SUCCESSOR AGENCY
(Items 5 through 6)

Vice Mayor Baber asked a series of questions regarding the Oversight Board and its purpose.

Finance Director Waller-Bullock responded.
5. APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING

Approved.

6. A. RESOLUTION OF THE SUCCESSOR AGENCY TO THE LA MESA COMMUNITY REDEVELOPMENT AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE SIX-MONTH PERIOD FROM JANUARY 1, 2016 THROUGH JUNE 30, 2016 (ROPS 15-16B PERIOD) AND APPROVING RELATED ACTIONS; AND

Resolution No. 2015-022 SA was adopted.

B. RESOLUTION OF THE SUCCESSOR AGENCY TO THE LA MESA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 15-16B) FOR THE SIX-MONTH PERIOD FROM JANUARY 1, 2016 THROUGH JUNE 30, 2016 AND APPROVING RELATED ACTIONS

Resolution No. 2015-023 SA was adopted.

ACTION: Motioned by Vice Mayor Baber and seconded by Mayor Arapostathis to approve Consent Calendar items 5, 6A and 6B.

Vote: 5-0
Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter, Councilmember Sterling
No: None
Abstained: None
Absent: None

Motion passed.

ORDINANCE: SECOND READING – CITY COUNCIL

7. AN ORDINANCE OF THE CITY OF LA MESA ADDING CHAPTER 14.30 TO THE MUNICIPAL CODE RELATING TO EXPEDITED PERMITTING PROCEDURES FOR SMALL BUILDING ENERGY CONSERVATION SYSTEMS

City Attorney Sabine read the title of the Ordinance.

ACTION: Motioned by Vice Mayor Baber and seconded by Councilmember McWhirter to approve the second reading and adoption of the Ordinance.

Vote: 5-0
Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter, Councilmember Sterling
No: None
Abstained: None
Absent: None

Motion passed. Ordinance No. 2015-2842 was adopted.
8. CONSIDERATION OF ADOPTING THE FINAL BIENNIAL BUDGET FOR FISCAL YEAR 2015-2016 AND FISCAL YEAR 2016-2017

Finance Director Waller-Bullock presented the Final Biennial Budget and explained several changes that were made. Finance Director Waller-Bullock said staff recommended the Council accept the recommended changes to the preliminary budget and adopt the final budgets for 2015-2016 and 2016-2017 as proposed.

**ACTION:** Motioned by Councilmember Sterling and seconded by Mayor Arapostathis to approve staff’s recommendations.

**Vote:** 5-0
Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter, Councilmember Sterling
No: None
Abstained: None
Absent: None

Motion passed. Resolution No. 2015-078 was adopted.

**ACTION:** Motioned by Agencymember Sterling and seconded by Chair Arapostathis to approve staff’s recommendations.

**Vote:** 5-0
Yes: Chairman Arapostathis, Agencymember Alessio, Agencymember Baber, Agencymember McWhirter, Agencymember Sterling
No: None
Abstained: None
Absent: None

Motion passed.

**ACTION:** Motioned by Authority Member Sterling and seconded by Chair Arapostathis to approve staff’s recommendations.

**Vote:** 5-0
Yes: Chairman Arapostathis, Authority Member Alessio, Authority Member Baber, Authority Member McWhirter, Authority Member Sterling
No: None
Abstained: None
Absent: None

Motion passed.
9. CONSIDERATION OF A RESOLUTION AUTHORIZING A STANDARD PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA MESA AND KEYSER MARSTON ASSOCIATES FOR THE PREPARATION OF A CIVIC CENTER/OLD POLICE STATION SITE FEASIBILITY STUDY AND MASTER PLAN

Assistant City Manager/Community Services Director Garrett provided background about the Civic Center property, which includes the parking lot along Date Avenue and the old Police Station site, and provided information about Keyser Marston Associates and its partner, Gruen Associates. Assistant City Manager/Community Services Director Garrett also reviewed four potential scenarios that would be part of the feasibility study and analysis. Assistant City Manager/Community Services Director Garrett said staff recommended the Council adopt a resolution authorizing a Standard Professional Services agreement with Keyser Marston Associates for the preparation of a Civic Center/Old Police Station Site Feasibility Study and Master Plan.

Council questions and comments ensued.

Mr. John Schmitz, Friends of the La Mesa Library, asked the Council to include a permanent and larger library in the plan. He said the current library had difficulty accommodating the large groups of people who participate in the various activities at the library. Mr. Schmitz suggested working with the County for assistance with funding a new library.

Council questions and comments continued.

ACTION: Motioned by Councilmember Sterling and seconded by Vice Mayor Baber to adopt the resolution authorizing a standard professional services agreement between the City of La Mesa and Keyser Marston Associates for the preparation of a Civic Center/Old Police Station Site Feasibility Study and Master Plan.

Vote: 5-0
Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirter, Councilmember Sterling
No: None
Abstained: None
Absent: None

Motion passed. Resolution No. 2015-079 was adopted.

10. CONSIDERATION OF A REQUEST FOR THE CITY COUNCIL TO APPROVE AN EXTENSION OF AMPLIFIED SOUND FROM 10:00 P.M. TO 11:00 P.M. IN ACCORDANCE WITH LA MESA MUNICIPAL CODE 10.80.170(b) FOR THE LA MESA CHAMBER EVENT ON OCTOBER 16 AND 17, 2015

Lieutenant Bell presented an overview of the event and explained the request to extend the amplified sound to 11:00 p.m. Lieutenant Bell said staff recommended the Council adopt a resolution extending the use of amplified sound from 10:00 p.m. to 11:00 p.m. for the La Mesa Chamber of Commerce event to be held October 16 and 17, 2015.
Council questions and comments ensued.

Ms. Mary England, President/CEO, La Mesa Chamber of Commerce, spoke in support of the event and the request to extend the amplified sound. Ms. England also mentioned that other activities and events were being planned for Grossmont Center.

Council questions and comments continued.

ACTION: Motioned by Councilmember Sterling and seconded by Mayor Arapostathis to approve the request and adopt the resolution.

Vote: 5-0
Yes: Mayor Arapostathis, Vice Mayor Baber, Councilmember Alessio, Councilmember McWhirtter, Councilmember Sterling
No: None
Abstained: None
Absent: None

Motion passed. Resolution No. 2015-080 was adopted.

COUNCIL COMMITTEE REPORTS

The Mayor and Council reported on various outside board, commission and committee meetings they attended. No action was taken.

AB 1234 REPORTS (GC 53232.3(d))

There were no reports.

CITY ATTORNEY REMARKS

There were no remarks.

ADJOURNMENT

Mayor Arapostathis adjourned the meetings of the City Council, the City of La Mesa Successor Agency and the La Mesa Public Financing Authority at 5:31 p.m.

Mayor Arapostathis announced the next meeting of the City Council would be held on Tuesday, September 8th at 4:00 p.m.

Mary J. Kennedy, CMC
City Clerk
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: September 8, 2015

SUBJECT: Ratification of the Design Review Board's approval of DRB-15-07 (Chabra) – A proposal to convert an existing parking area in a shopping center into a new Jack in the Box fast-food restaurant with drive-thru and outdoor seating at 6120 Lake Murray Boulevard in the CN-D (Neighborhood Commercial/Urban Design Overlay) zone.

ISSUING DEPARTMENT: Community Development

SUMMARY:

Issues:

1. Does the proposal meet the intent of the Urban Design Program policies?

2. Is the project consistent with the policies and objectives of the General Plan?

Recommendation:

Staff recommends that the City Council ratify the Design Review Board’s approval of DRB-15-07 as set forth in the Certification of Action (Attachment C).

Fiscal Impact:

There would be no impact to the General Fund related to this project. City of La Mesa policy is to recover 100% of the cost of staff time through discretionary application and building permit fees. The City would collect increased property tax revenue from the project upon completion.

Environmental Review:

This project is Categorically Exempt from review under the California Environmental Quality Act Section 15303, Class 3. Class 3 exemptions apply to new construction of small structures such as a restaurant not involving the use of hazardous substances and not exceeding 2,500 square feet in floor area.
BACKGROUND:

The subject 0.28 acre (12,197 square feet) parcel, addressed as 6120 Lake Murray Boulevard with Assessor Parcel Number 675-010-06-00, is currently used as a portion of the parking lot area of a neighborhood shopping center located on the northwest corner of Lake Murray Boulevard and El Paso Street, south of the City of San Diego city limits (Attachment A). The 4.8 acre shopping center, called the Village Shopping Center, has approximately 50,000 square feet of building area (Attachment B). Most of the site is fairly level and paved with surface parking including existing landscaping at the parking lot perimeter and ends of parking aisles. The Chabra Trust owns two existing parcels totaling 3.9 acres, which includes the Ross Dress For Less store. The Mark Elbert Trust owns the adjacent 0.9 acre parcel northeast of the Ross Store, which includes other in-line commercial tenants. The existing Jack in the Box at 6140 Lake Murray Boulevard to the northeast of the shopping center has an expiring lease and will be closed this fall. There are three driveway curb openings on the shopping center site, two fronting Lake Murray Boulevard and one on El Paso Street. Lake Murray Boulevard is designated as an Arterial and El Paso Street a Local Collector according to the La Mesa General Plan.

The surrounding properties fronting the intersection of Lake Murray Boulevard and El Paso Street are zoned Neighborhood Commercial and include a range of retail, office and service commercial uses. The surrounding areas to the east, west and south are predominantly single family residential. Along El Paso Street to the southeast is the United States Postal Office and the Murray Manor Elementary School. Northwest of the site along El Paso Street is a San Diego Gas and Electric substation.

The applicant proposes to replace existing parking lot improvements and re-grade a new building pad with a restaurant to include a drive-thru and outdoor seating. Surface parking would be shared with the shopping center tenants. On July 27, 2015, the Design Review Board held a meeting to consider the new Jack in the Box fast-food restaurant with drive-thru and outdoor seating. Upon consideration of the proposal, the Design Review Board continued the project to allow the applicant time to address screening and shading the parking lot and outdoor seating area, as well as other site and architectural design issues raised at the meeting. The applicant revised the plans and the Design Review Board approved the project on August 10, 2015.

DISCUSSION:

COMMUNITY IMAGE:

The purpose of design review is to ensure that development is based upon proven urban design principles and contributes to La Mesa’s unique identity. The Urban Design Program maintains that good design considers both site and architectural design and places an emphasis on compatibility with neighboring development. The Lake Murray Boulevard corridor is identified in the Urban Design Program as a Major Circulation Corridor, a highly visible area that contributes greatly to the character of the City.
Guidelines pertaining to site design, including building orientation, parking lot layout, and landscaping are found on pages 31-45 of the Urban Design Program. Architectural guidelines are found on pages 51-60. Relevant guidelines are summarized below:

- **Off-street parking areas** should be designed and landscaped to minimize the visual impact of large paved areas. Dense landscaping for perimeter and interior shading, along with berming, are recommended for perimeter screening and interior shading.

- **Service and refuse areas** should be well screened from public view and designed to be easily maintained and durable. These areas should also be screened from adjacent residential, office or commercial developments.

- **Architectural form** should incorporate variety in surface planes, forms, and textures. Offsetting, sculpturing, recessing, or projecting significant portions of the building mass can be employed to avoid planar surfaces.

- **Architectural details** should be restrained, with a prevalent use of natural materials and a color palette that is compatible with the surrounding neighborhood. Colors, materials, and detailing should be applied consistently to all building elevations; elevations that do not directly face a street should not be ignored or expected to receive minimal architectural treatment.

- **Site utilities** including locations of meters and electrical transformers, telephone junction boxes, utility poles, light standards, and other above ground utility equipment should be screened and located to reduce visual impact.

**DESIGN ANALYSIS:**

**Site Design:**

As shown on the submitted plans (Attachment D), the drive-thru restaurant would be situated toward the east side of the site. A centrally located shared parking lot allows the new building to be placed near Lake Murray Boulevard. The proposed building is generally rectangular in form, with the long side facing the street. Entrances are proposed to be oriented toward the street, the interior parking lot and the proposed outdoor seating area. The restaurant's drive thru aisle would wrap around to the north side of the building, with a drive entrance oriented from east to west.

The new building pad would be re-graded over an existing, relatively flat interior parking area. The proposed building pad would be at the 623 foot elevation and would include minor grading for drainage purposes. Estimated cut/fill quantities are 100 cubic yards of cut and 250 cubic yards of fill.

Shopping centers that have 50,000 square feet or more of gross leasable area have a minimum parking requirement ratio of one parking space per every 250 square feet of gross leasable area. Therefore, the 2,159 square foot fast-food restaurant would require
nine parking spaces. The proposed parking area has nine spaces, interior landscaping, and walkways. The DRB evaluated the visual impact of the parking lot and of the drive-thru, particularly the circulation pattern along the parking lot drive aisle.

The concept landscape plan provides for 3,821 square feet of landscape area. The planting palette includes a variety of low maintenance and drought tolerant trees, shrubs, and ground cover. Additional landscaping would be planted along the street frontage of the subject property to help screen the parking areas. Plantings are proposed around the drive-thru and would replace existing landscaped turf medians.

**Architectural Design:**

The proposed building has been designed to incorporate similar building forms and materials with a combination of the Jack in the Box corporate colors, aluminum, and earth tones. The building can be characterized by rectangular elements, offset walls, and flat parapets. Shared details include metal canopies and roof cornices. Varying and stepped building heights would provide increased visual relief and interest to the building. Architectural elements include a stone veneer building base applied on both the restaurant and the trash enclosure. The restaurant building would utilize stucco finishes and reveal joints across horizontal rectangular patterns. The electrical cabinet is integrated as part of the building architecture.

The Jack in the Box corporate color scheme includes: red “fireweed” primary tone, white accents, metal awnings and aluminum trim, and earth tone accent walls. Along the roof parapet would be aluminum coping painted white.

**CONCLUSION:**

Staff recommends that the City Council ratify the Design Review Board's approval of DRB-15-07, as shown on the attached Certification of Action (Attachment C).

Reviewed by:  
David E. Witt  
City Manager

Respectfully submitted by:  
Chris Jacobs  
Interim Director of Community Development

Attachments:  
A – Location map/aerial photograph  
B – Site Photographs  
C – Design Review Board Certification of Action  
D – Proposed development plans
The Village Shopping Center at Lake Murray Boulevard and El Paso Street

The Partners Urgent Care Monument Sign at the northeast vehicle entry to the site.

Street frontage along Lake Murray Boulevard facing northeast.
Interior parking area where the fast-food restaurant would be located.

Existing shopping center tenants from the parking area facing northwest.

Existing shopping center tenants from the parking area facing north.
Existing shopping center parking along the easterly street frontage.

Existing Jack in the Box to the northeast of the subject site.
CERTIFICATION OF
DESIGN REVIEW BOARD ACTION

FILE: DRB 15-07 (Chabra)
MEETING DATE: August 10, 2015

SUBJECT: Review and recommendation to the City Council of a request to convert an existing parking area in a shopping center into a new 2,159 square foot fast-food restaurant with drive-thru and outdoor seating addressed as 6120 Lake Murray Boulevard in the CN-D (Neighborhood Commercial/Urban Design Overlay) zone.

DETERMINATION: After reviewing the proposal, the Board made a motion to recommend approval of DRB 15-07 based on plans dated August 5, 2015 and a finding that the project is consistent with the City's Urban Design Program.

The vote on the motion was as follows:

AYES: Hulitt, Jacobs, Lee, and Podeswik.
NOES: None.
ABSENT: McCullough.
ABSTAIN: None.

ATTEST:

Howard Lee
Associate Planner
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL  
From the CITY MANAGER

DATE: September 8, 2015

SUBJECT: Approval of a Memorandum of Understanding between the San Diego County Sheriff's Department and the La Mesa Police Department for the Regional Realignment Response (R3) Group

ISSUING DEPARTMENT: Police Department

SUMMARY:

Issues:

1. Should the City Council adopt a resolution to approve the Police Department's continued participation with the San Diego County Sheriff's Department in the Regional Realignment Response (R3) Group's enforcement efforts and funding allocation?

2. Should the City Council authorize the Chief of Police to sign an MOU with the San Diego County Sheriff's Department for the Regional Realignment Response (R3) Group funding allocation, which will reimburse personnel overtime expenses related to AB 109 enforcement?

Recommendations:

Staff recommends that the City Council:

1. Adopt a resolution to approve the Police Department's continued participation with the San Diego County Sheriff's Department in the Regional Realignment Response (R3) Group's enforcement efforts and funding allocation.
2. Authorize the Chief of Police to sign an MOU with the San Diego County Sheriff’s Department for the Regional Realignment Response (R3) Group funding allocation, which will reimburse personnel overtime expenses related to AB 109 enforcement.

Fiscal Impact:

There will be no fiscal impact for the City of La Mesa. This funding allocation will allow the Police Department to receive full reimbursement for the cost of overtime up to $76,411. Staff work to oversee the funding allocation will not result in added expenditures.

BACKGROUND:

Public Safety Realignment, also known as AB109 or prison realignment, was approved by the California State Legislature and became effective as of October, 2011. This law has mandated the release from state prison of approximately 30,000 convicted felons into local communities to become the responsibility of local jurisdictions. The released prisoners are to be classified as non-serious, non-violent, and non-sexual offenders by the state. Since then, the City of La Mesa and other San Diego County cities have been directly impacted by the large number of prisoners being released to the custody and supervision of our local communities. Currently there are approximately 32 realigned offenders who are known to reside in the City of La Mesa, with another 2,161 living within San Diego County.

In order to formulate a coordinated plan and response to the mandated release of these prisoners, the San Diego County Community Corrections Partnership was formed. In July 2013, the San Diego County Sheriff’s Department received state funds to support the San Diego County Community Corrections Partnership's primary goal—that of public safety. The funding has been allocated to create a Regional Realignment Response (R3) Group to develop and implement a targeted, proactive, intelligence-based approach to control and counteract the risks associated with realigned offenders released into the San Diego County community.

From July 2014 to July 2015, the La Mesa Police Department participated in ten R3G “central group” operations in East County. LMPD hosted three of the operations. During these operations, local law enforcement agencies consisting of LMPD, El Cajon Police Department, San Diego Sheriff’s Department, San Diego Police Department and San Diego County Probation utilize intelligence analysts, to identify high-risk offenders.
LMPD officers made a total of eighty-two arrests during the ten operations. During the three operations hosted by LMPD, a total of fifty-two arrests were made by officers and deputies in the City of La Mesa. LMPD officers seized a total of ten ounces of methamphetamine and a ½ ounce of heroin during the operations.

The continued funding will allow a multi-agency partnership within San Diego County to monitor, track, and combat the effects of prison realignment within San Diego County. This partnership will allow neighboring agencies to work together in a more global and proactive approach. The Group’s goal is to reduce criminal activity by these released criminals by increasing the law enforcement presence and special, targeted operations in La Mesa and in the surrounding communities. The Police Department will work in conjunction with state, local, and federal agencies in partnership during multiple special enforcement operations.

These special enforcement operations will not enforce Title 8 (US Immigration law). The Police Department will enforce state law and local ordinances against violators in San Diego County. The Police Department will utilize R3 funding for overtime to support operations as follows:

- Conduct multiple and ongoing operations targeting criminal offenses, crime trends, and realignment offenders both in La Mesa and surrounding communities.

- Staffing will typically consist of one sergeant, four officers and one communications dispatcher one day per month in support of special/targeted operations, with further operations as needed.

The City Attorney has reviewed and approved the MOU as to content and form.

CONCLUSION:

Staff recommends that the City Council approve the acceptance and appropriation of this grant.

Staff Reference: Captain David Bond
Report to Mayor and Councilmembers
Date: September 8, 2015
Page: 4 of 4

Reviewed by:                              Respectfully submitted by:

[Signature]
David E. Witt
City Manager

[Signature]
Walt Vasquez
Chief of Police

Attachments: A. La Mesa Grant Fund Allocation
             B. MOU
             C. Resolution
             D. Post Release Offender Fact Sheet
RESOLUTION NO. 2015--

RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN DIEGO COUNTY SHERIFF'S DEPARTMENT AND THE LA MESA POLICE DEPARTMENT FOR THE REGIONAL REALIGNMENT RESPONSE (R3) GROUP

WHEREAS, the Public Safety Realignment Act became effective October 1, 2011, resulting in the release of approximately 30,000 convicted felons into local communities;

WHEREAS, currently La Mesa has 32 of these offenders residing in the City with an additional 2,161 residing in San Diego County;

WHEREAS, a recent increase in property crime has coincided with the release of these prisoners;

WHEREAS, the San Diego County Community Correction Partnership was created to formulate a coordinated plan and law enforcement response to the mandated release of these prisoners, with subsequent funding by the State to pay for law enforcement's response; and

WHEREAS, the La Mesa Police Department desires to enter into a partnership with local agencies coordinated by the San Diego County Sheriff's Department to conduct proactive law enforcement operations within the terms of a Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of La Mesa authorizes the Chief of Police to sign the Memorandum of Understanding with the San Diego County Sheriff's Department to use State allocated funds to participate in partnership with local agencies to target special enforcement operations related to the impact of the mandated release of State prisoners.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 8th day of September 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2015-- , duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
**Exhibit A**

Agency Allocations for Regional Realignment Response Group (R3G)

<table>
<thead>
<tr>
<th>Agency</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>San Diego Probation Department</td>
<td>$113,369</td>
</tr>
<tr>
<td>Carlsbad Police Department</td>
<td>$40,213</td>
</tr>
<tr>
<td>Chula Vista Police Department</td>
<td>$161,507</td>
</tr>
<tr>
<td>Coronado Police Department</td>
<td>$41,200</td>
</tr>
<tr>
<td>El Cajon Police Department</td>
<td>$80,865</td>
</tr>
<tr>
<td>Escondido Police Department</td>
<td>$261,283</td>
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<tr>
<td>La Mesa Police Department</td>
<td>$76,411</td>
</tr>
<tr>
<td>National City Police Department</td>
<td>$78,539</td>
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<tr>
<td>Oceanside Police Department</td>
<td>$98,995</td>
</tr>
<tr>
<td>San Diego Police Department</td>
<td>$292,054</td>
</tr>
<tr>
<td>San Diego Sheriff's Department</td>
<td>$555,564</td>
</tr>
<tr>
<td><strong>Total R3G Allocation</strong></td>
<td><strong>$1,800,000</strong></td>
</tr>
</tbody>
</table>
AMENDMENT No. 3
AGREEMENT FOR THE
2013 REGIONAL REALIGNMENT RESPONSE (R3)

PARTIES TO THE AGREEMENT

This Agreement is between the COUNTY OF SAN DIEGO ("COUNTY"), the CITY OF CARLSBAD, the CITY OF CHULA VISTA, the CITY OF CORONADO, the CITY OF EL CAJON, the CITY OF ESCONDIDO, the CITY OF LA MESA, the CITY OF NATIONAL CITY, the CITY OF OCEANSIDE, the CITY OF SAN DIEGO ("CITIES"), collectively the "PARTIES", for program support of the Regional Realignment Response Group ("R3"). For the COUNTY, participating agencies are the Sheriff's Department and the Probation Department. For the CITIES, participating agencies are the police departments.

AMENDMENT RECITALS

AR.1 In early 2014 the Parties executed the Agreement for the 2013 Regional Realignment Response (R3) ("R3 Agreement"). R3 Agreement Paragraph 3.1 provides that "(t)he term of this Agreement shall be December 31, 2013 and shall continue in effect through and terminate at midnight on December 31, 2014 subject to the termination provision in sections 3.2..." R3 Agreement Paragraph 3.2 (Option to Extend) provides as follows: "Renewal or extension of the Agreement beyond December 31, 2014 shall be subject to available funding."

AR.2 In early 2015, the Parties executed Amendment No.1 where Paragraph 3.1 provides that "(t)he term of this Agreement shall be December 31, 2013 and shall continue in effect through and terminate at midnight on December 31, 2015 subject to the termination provision in sections 3.2..."

AR.3 Additional funding is available and the Parties desire to extend the R3 Agreement through June 30, 2016.

AMENDMENT AND EXTENSION

A. The Parties agree that the R3 Agreement shall be extended through June 30, 2016 and that Paragraph 3.1 is hereby amended to read as follows:

3.1 Term

The term of this Agreement shall be December 31, 2013 and shall continue in effect through and terminate at midnight on June 30, 2016, subject to the termination provisions in sections 3.2 and 3.3 below.
B. The Agreement's "RECITALS" are amended to add the following:

R.8 COUNTY, by action of the Board of Supervisors on May 5, 2015 (3), established additional appropriations to fund overtime for the Regional Realignment Response Group and to support participating agencies’ costs based on unanticipated revenue from the State of California, Local Revenue Fund 2011 allocated to the County Local Revenue Fund 2011, Community Corrections Subaccount.

R.9 The R3 allocation for the COUNTY OF SAN DIEGO Probation Department, CITY OF CARLSBAD, CITY OF CHULA VISTA, CITY OF CORONADO, CITY OF EL CAJON, CITY OF ESCONDIDO, CITY OF LA MESA, CITY OF NATIONAL CITY, CITY OF OCEANSIDE, and the CITY OF SAN DIEGO will be increased by the amount as specified below. The participating agencies, by and through their respective police departments or law enforcement agencies, have agreed to continue to provide basic services as described in the AGREEMENT, in Section 4.

(a) The Probation Department's allocation will be increased by $49,625 from $63,744 to $113,369 which will be used for personnel overtime;
(b) The City of Carlsbad's allocation will be increased by $15,000 from $25,213 to $40,213 which will be used for personnel overtime;
(c) The City of Chula Vista's allocation will be increased by $70,000 from $91,507 to $161,507 which will be used for personnel overtime;
(d) The City of Coronado's allocation will be increased by $15,000 from $26,200 to $41,200 which will be used for personnel overtime;
(e) The City of El Cajon's allocation will be increased by $30,000 from $50,865 to $80,865 which will be used for personnel overtime;
(f) The City of Escondido's allocation will be increased by $85,000 from $176,283 to $261,283 which will be used for personnel overtime;
(g) The City of La Mesa's allocation will be increased by $30,000 from $46,411 to $76,411 which will be used for personnel overtime;
(h) The City of National City's allocation will be increased by $30,000 from $48,539 to $78,539 which will be used for personnel overtime;
(i) The City of Oceanside's allocation will be increased by $40,000 from $58,995 to $98,995 which will be used for personnel overtime;
(j) The City of San Diego's allocation will be increased by $109,664, from $182,390 to $292,054 which will be used for personnel overtime;

C. The existing Exhibit A, Budget Worksheet, is replaced with the attached new Exhibit A, reflecting increased allocations.

D. Except as otherwise provided by this AMENDMENT No. 3, the Agreement, and each and every other term and condition therein, shall remain in full force and effect. Terms and conditions of the AGREEMENT not specified herein remain unmodified.

This AMENDMENT No. 3 may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
IN WITNESS WHEREOF, the parties hereto approve and agree to the terms of this AMENDMENT No. 3 to the original Agreement as amended by Amendment No. 2, such AMENDMENT No. 3 being effective July 1, 2015.

COUNTY OF SAN DIEGO
SHERIFF'S DEPARTMENT

William D. Gore
Sheriff

COUNTY OF SAN DIEGO
PROBATION DEPARTMENT

Mack Jenkins
Chief

CARLSBAD POLICE
DEPARTMENT

Gary W. Morrison
Chief

CHULA VISTA
POLICE DEPARTMENT

David Bejarano
Chief

CORONADO POLICE
DEPARTMENT

Jon Froomin
Chief

CITY OF EL CAJON

ESCONDIDO POLICE
DEPARTMENT

Craig Carter
Chief

LA MESA POLICE
POLICE DEPARTMENT

Walt Vasquez
Chief
NATIONAL CITY
POLICE DEPARTMENT

Manuel Rodriguez
Chief

SAN DIEGO POLICE
DEPARTMENT

Shelley Zimmerman
Chief

Approved as to form and legality:
SAN DIEGO COUNTY COUNSEL

Mark Day
Senior Deputy

OCEANSIDE POLICE
DEPARTMENT

Frank McCoy
Chief

CITY OF SAN DIEGO

Mayor Kevin L. Faulconer
or Designee

Approved as to form and legality:
JAN GOLDSMITH, CITY ATTY.,
CITY OF SAN DIEGO

Linda L. Peter
Deputy City Attorney
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: September 8, 2015

SUBJECT: Approval of the Final Map for La Mesa Tract 13-01 (Razavi), a one-lot subdivision for 18 residential units on a 1.1-acre site at 5502 Shasta Lane in the R3 (Multiple Unit Residential) zone.

ISSUING DEPARTMENT: Community Development/Public Works Engineering

SUMMARY:

Issue:
Is the Final Map consistent with Tentative Tract Map 13-01 and the conditions of approval, and does it meet the City's regulations and requirements?

Recommendation:
Adopt the resolution to approve the Final Map and authorize the Mayor and City Clerk to endorse the Final Map for La Mesa Tract No. 13-01.

Fiscal Impact:
There would be no impact to the General Fund related to the proposed residential project. City of La Mesa policy is to recover 100% of the cost of staff time through discretionary application and building permit fees. The City would collect increased property tax revenue from the development upon completion.

BACKGROUND:

A tentative tract map and site development plan was conditionally approved by the Planning Commission on March 5, 2014 for a one-lot, 18-unit subdivision at the south end of Shasta Lane (Attachment C). On April 8, 2014 the City Council ratified the Planning Commission and Design Review Board approvals.

At that time, the project was reviewed in accordance with the California Environmental Quality Act (CEQA) and a Negative Declaration was adopted based on a determination that the project would not have the potential to create significant adverse impacts to the environment.
DISCUSSION:

The subject property is an easement-access site located 300 feet south of the south end of Shasta Lane (Attachment A). An easement road runs north/south through the adjacent apartment development to the north. Surrounding uses consist of single-family residences to the east, south, and west, and multi-family residences to the north.

The project consists of four residential buildings surrounding Shasta Court, a private street. On the map, an easement for emergency access, sewer, and public utilities will be recorded over the length of Shasta Court. A fire apparatus turnaround will be provided within the westernmost portion of the easement. The development will include guest parking, sidewalks, and common open recreation space in landscaped areas around the site. Each of the 18 residential units will have a two-car garage at ground level, living and dining on the second story, and bedrooms on the upper level. There will be 16 two-bedroom units (975 sf.) and two (2) three-bedroom units (1,175 sf.). An existing single-family residence on the site will be removed.

A homeowner’s association will be established by covenants (CC&Rs) recorded concurrently with the final map. The homeowner’s association will be responsible for maintaining common area improvements, including landscaping and storm drainage facilities. The approved site plan is provided as Attachment D.

All conditions of the tentative tract map have been satisfied. The final map meets the required findings for approval set forth in the Subdivision Ordinance and is consistent with the La Mesa General Plan and Zoning Ordinance.

RECOMMENDATION:

Adopt the resolution (Attachment E) to approve the Final Map and authorize the Mayor and City Clerk to endorse the Final Map for La Mesa Tract No. 13-01 (Attachment B).

Reviewed by:

Gregory P. Humora
Director of Public Works/City Engineer

Attachments: A. Vicinity Map and Aerial Photo
B. La Mesa Tract No. 13-01
C. Planning Commission Resolution 2014-04 with conditions of approval
D. Approved site plan
E. Draft City Council Resolution
LMT [SHASTA HOMES] NO. 13-01


SUBDIVISION GUARANTEE:

SIGNATURE:

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO


GREGORY P. HUMARA
CITY ENGINEER, CITY OF LA MESA
LS 8723, EXP. 12/31/2018

PLANNING DIRECTOR'S CERTIFICATE

APPROVED AND RECOMMENDED THIS OF

CRAIG B. JONES, DIRECTOR OF PLANNING AND COMMUNITY DEVELOPMENT, CITY OF LA MESA

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE:

THOMAS J. PANTENSCHER, CLERK OF THE BOARD OF SUPERVISORS, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (SECTION 66488.201/2) OF THE SUBDIVISION MAP ACT.

THOMAS J. PANTENSCHER
CLERK OF THE BOARD OF SUPERVISORS

FILE NO.

FILED THIS DAY OF

AMOUNT OF DEPOSIT.

$12,000.00

DEPUTY COUNTY RECORDER

DEPUTY COUNTY RECORDER
RESOLUTION NO. PC-2014-04

RESOLUTION APPROVING TENTATIVE TRACT MAP TTM-13-01 AND SITE DEVELOPMENT PLAN DAB-13-07 (RAZAVI) – A ONE-LOT SUBDIVISION FOR AN 18-UNIT RESIDENTIAL CONDOMINIUM DEVELOPMENT AT 5502 SHASTA LANE IN THE R3 ZONE

WHEREAS, the Planning Commission of the City of La Mesa did hold a duly noticed public hearing on March 5, 2014, and accepted public testimony in considering Tentative Tract Map TTM-13-01 and Site Development Plan DAB-13-07 for a one-lot subdivision for an 18-unit residential condominium development on a 1.1-acre site at 5502 Shasta Lane in the R3 (Multiple Unit Residential) zone;

WHEREAS, the Design Review Board considered the proposed development for consistency with the Urban Design Program and issued a Certificate of Action recommending approval of the project on February 10, 2014;

WHEREAS, the Planning Commission did consider an Initial Study and Draft Negative Declaration prepared in accordance with the California Environmental Quality Act;

WHEREAS, the Planning Commission did receive and consider a staff report for the proposal;

WHEREAS, the site is accessed from a shared private access drive that extends south from the south end of Shasta Lane;

WHEREAS, the site is developed with a single-family residence that will be demolished as a part of this project;

WHEREAS, parcels in the vicinity of the subject property are developed with multi-family and single-family residences;

WHEREAS, the project has been reviewed for consistency with the La Mesa General Plan and related zoning ordinances;

WHEREAS, the proposed subdivision and site development plan will create a building site suitable for construction of residences which will help satisfy demand for needed housing in the City of La Mesa;

WHEREAS, the proposed project will not violate regional water quality requirements for waste discharge because the development will be required to connect into the public sanitary sewer system, and the future development will be required to observe all City ordinance requirements during project construction;

WHEREAS, all public facilities are in place and available to serve the proposed project for the tentative tract map; and

WHEREAS, the proposed map does provide for future natural heating and cooling opportunities as required by the Subdivision Map Act, because the lots and the development on them will receive sunlight and natural breezes as configured.

ATTACHMENT C
THE PLANNING COMMISSION FINDS AND DETERMINES AS FOLLOWS:

Tentative Tract Map findings:

1. That the proposed map is consistent with the City of La Mesa General Plan, which designates the property for "Multiple Unit Residential" land use, which is assigned to moderately high-density residential development consisting of apartments and condominiums at a density of 18 dwelling units (d.u.) per acre. The proposed map would create 18 residential condominiums on a 1.1-acre site.

2. That the design or improvement of the proposed subdivision is consistent with the La Mesa General Plan because the project will be required to comply with safety requirements, including building and fire codes, accessibility standards, and crime prevention techniques, and also because the project would fit within the context of the neighborhood and would provide adequate parking and circulation.

3. That the site is physically suitable for the type of development because it is large enough to accommodate the proposed buildings and related private road, parking, sidewalks, and open space. It is not steeply sloped where development is proposed and all public utilities and services are available. Access is provided by an existing private easement. There are no physical constraints that would hinder construction of three-story multi-family residences as designed. The site can be developed as proposed without the need for retaining walls or significant drainage alterations. Required maintenance covenants for landscape, utility, roadway, and fire lane will ensure suitability of the site for the residential use.

4. The site is physically suitable for the proposed density of development, which is 18 units per acre. There are no known site constraints that would prohibit this density, which is allowed by the La Mesa General Plan and zoning ordinance. The site can accommodate parking, open space, and other improvements required by the proposed density of development without the need for retaining walls or significant drainage alterations.

5. That the design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or not likely to injure fish or wildlife or their habitat because the site is located in an urban setting surrounded by other residential development and has no environmentally significant vegetation, fish or wildlife habitat where development is proposed.

6. That the design of the subdivision or the type of improvements is not likely to cause serious public health problems because any future development would be required to connect to the public sewer system.

7. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. Private access, fire lane, and utility easements are proposed. New construction will be subject to review and
approval by the Community Development Department, City Engineer, and Fire Marshal. All appropriate utilities have been requested to comment, and no conflicts have been identified.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF LA MESA AS FOLLOWS:

1. The foregoing findings of fact and determinations are true and hereby made a part hereof.

2. The Planning Commission hereby approves Tentative Tract Map TTM-13-01 for a one-lot subdivision, and Site Development Plan DAB-13-07 for an 18-unit residential condominium development located at 5502 Shasta Lane in the R3 (Multiple Unit Residential) zone as shown on the plans dated February 20, 2014, subject to the conditions listed in Exhibit A.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of La Mesa, California, held the 5th day of March, 2014, by the following vote, to wit:

AYES: Chair Levy, Vice Chair Bailey, Commissioners Hawkins, Hottel, Hurd Glenn, Alvey, and Keene.

NOES: None.

ABSENT: None.

ABSTAIN: None.

I, Allyson Kinnard, Deputy Secretary of the City of La Mesa Planning Commission, do hereby certify the foregoing to be a true and exact copy of Resolution PC-2014-04, duly passed and adopted by the Planning Commission.

Allyson Kinnard, Deputy Secretary
La Mesa Planning Commission
EXHIBIT A

TENTATIVE TRACT MAP 13-01
SITE DEVELOPMENT PLAN DAB 13-07
Conditions of Approval

Description: Tentative tract map for a one-lot, 18-unit residential condominium development on a 1.1-acre site at 5502 Shasta Lane in the R3 (Multiple-Unit Residential) zone.

The approval process for this project consists of the following actions:


b. Design Review Board approval of design review application DRB-13-07.

c. City Council ratification of the Design Review Board’s approval of DRB-13-07, tentative tract map TTM-13-01, and approval of a Negative Declaration.

d. City Council approval of a Final Map and recordation.

A. The following conditions must be satisfied prior to recordation of the Final Map related to TTM 13-01:

1. The applicant shall submit a Final Map prepared by a Licensed Land Surveyor or Registered Civil Engineer authorized to practice land surveying. The Final Map shall be prepared in accordance with the approved Tentative Map, the Subdivision Map Act and La Mesa Development Code titled Major Subdivisions, Chapter 22.02.030, and shall be subject to approval by the Director of Community Development and the City Engineer.

2. The applicant shall get the final map signed by all individuals or parties with record title interest in the property.

3. The applicant shall provide an updated Title report, Subdivision Map Guarantee and Tax Clearance Certificate from the County of San Diego before the final map is released for recordation.

4. All easements of record shall be plotted on the Final Map. The applicant shall provide plat and legal descriptions to prepare any easement documents and lien agreements. The documents shall be recorded and recording information shall be shown on the Final Map.

5. Landscaping plans for trees, shrubs, walls, fences or other structures at or near driveway and street intersections must conform to the sight distance standards. These plans must be submitted to and approved by the City Engineer prior to the approval of the Final Map, for any such structures or the implementation of landscape improvements.

6. Private Street “Shasta Court”; shall be designed with a 32-foot right-of-way, improved with 24-foot wide curb to curb street section. The improvements shall be full width with AC paving, G-4 rolled concrete curb and gutter, and a 4-foot sidewalk, with adequate overlay to match and tie into adjacent street improvements. The entire street shall be dedicated as an emergency access, sewer, and public utility easement.
7. The applicant shall grant an easement for the Fire Lane on the Tentative Tract Map.

8. The applicant shall provide letters from the utility companies for the availability of utilities for the proposed development and/or that the financial arrangements have been made to extend or install new services for the proposed development.

9. The applicant shall provide a monumentation bond for deferred monumentation. The engineer or land surveyor shall provide a letter stating the cost of monumentation.

10. The applicant shall make a cash deposit of $1,000 to be released after the applicant provides the City with a photo Mylar of the recorded map within thirty (30) days after its recordation. The City reserves the right to use the deposit to purchase a photo Mylar of the recorded map including a $100 administrative fee which will be charged against the deposit.

11. The applicant shall submit covenants or CC&R’s for review and approval by the Community Development Department, Engineering Division and Fire Department. The covenants or CC&R’s shall be recorded concurrently with the Final Map, and shall provide for the following:

   a. The establishment of a homeowner’s association or similar mechanism for the joint use and maintenance, with equitable share of responsibility by all the property owners, of private common facilities throughout the project for the mutual benefit of the owners, including any common driveways and parking spaces, open space and common recreational facilities, common area lighting and fencing, utilities, on and off-site drainage facilities, storm water pollution prevention facilities, on-site sanitary sewer, Best Management Practices (BMPs), landscaping/irrigation, fire hydrants and monument signage.

   b. Provision requiring a "Declaration of Covenant and Restrictions for Storm Water Pollution Prevention and Maintenance" for the maintenance of the private drainage system, and any storm water pollution prevention facilities, to include the following:

      1) **Storm Drain Facilities:** The Owner(s) shall be responsible for operation and maintenance of the on site storm drain, trench drains, inlet boxes, local area drains, drainage swales and water quality basins located on this property to ensure proper function and no adverse conditions are imposed on downstream properties; i.e. increased erosion, flooding, etc.

      2) **Paved surfaces:** Shall be swept at a minimum frequency of once each month. Trash, heavy metals and sediments will be collected and properly disposed off. Inlets and grates shall be cleared of all obstructions to provide unobstructed flows. Silt deposit, rocks, and leaves shall be removed. Discharge of wash water from cleaning or hosing impervious surfaces is prohibited.

      3) **Landscaping:** Shall be inspected on the first of October and April of every year at a minimum. Healthy growth shall be maintained. Dead plants are to be replaced. Irrigation systems shall operate properly.

   c. A minimum of eight open parking spaces shall be reserved for guest parking within the common area.
d. The garages for each dwelling unit shall be maintained for the off-street parking of vehicles at all times, and shall not be used for storage.

e. The maintenance of the required fire lane, with no obstructions, within an area that is a minimum of 20-feet wide and 13.5-feet in height. Designated fire apparatus roads, streets, cui-de-sacs and turn-around (hammerhead) and/or any other emergency access within the development shall be maintained accessible and usable by emergency vehicles. Usable conditions include but are not limited to the following:

1) An all-weather road surface shall be maintained.
2) Road shall support imposed loads of fire apparatus.
3) No parking-fire lane signs shall be repaired or replaced as needed.
4) A monument entry sign with required address numbers shall be provided.
5) Fire lanes, streets and roads or other areas designated no parking-fire lane at time of development shall remain free at all times of any obstruction including but not limited to: vehicles, storage, debris, etc.

f. The provision and maintenance of fire resistive trees for the project. Trees shall not overhang or grow into the fire lane or hammerhead turn-around. Trees shall not grow within five feet of any proposed chimneys.

g. Dwellings constructed with required fire and life safety features including fire sprinklers, ignition resistant construction, smoke and carbon monoxide detectors and fire resistive landscaping shall maintain these features in accordance with state and local codes in use and applicable at the time of construction or installation. These codes include the California Fire Code, California Building Code, California Vehicle Code (fire lanes) City of La Mesa Municipal and any other applicable codes.

B. The following conditions related to Site Development Plan DAB 13-07 must be satisfied prior to the issuance of building and grading permits:

1. The applicant shall complete all conditions of the Tentative Tract Map, and a complete Final Map shall be submitted for review and approval and be recorded prior to issuance of any building or grading permits for new structures. All easements of record shall be plotted on the Final Map. A photo mylar of the recorded subdivision map shall be provided.

2. The applicant’s engineer shall ensure that the design and construction of all improvements shall be in accordance with standard plans and specifications of the City of La Mesa, and subject to the approval of the City Engineer.

3. The applicant shall submit plans as required for all sewer, water, street, and sidewalk improvements. Plans shall be prepared by a Registered Civil Engineer and approved by the City Engineer. All street dedications, alignments, widths, and geometrics shall be as approved by the City Engineer.
4. A precise grading, drainage and erosion control plan shall be prepared by a Registered Civil Engineer in accordance with the City of La Mesa Grading Ordinance Title 14.05 showing all buildings, access roads, parking, driveways, landscaping, and drainage. The grading and erosion control plans shall be submitted for plan check and approval of the City Engineer and Planning Division prior to approval of the Grading and Building Permits.

5. Where off-site improvements are proposed to be constructed (including, but not limited to, slopes, public utility, and drainage facilities); the applicant shall obtain all necessary easements or other interest in real property, at their own expense and shall dedicate the same to the City as required.

6. Off-site improvements within the public right of way beyond the parcel boundary may be required to be installed as determined by the City Engineer to provide proper transition to the street and sidewalk, and to address drainage.

7. Sight distance requirements at all street, common drive, and/or driveway intersections shall conform to the intersectional sight distance criteria provided in the California Department of Transportation (CalTrans) Highway Design Manual and section 24.05.030.N of the City of La Mesa Municipal Code.

8. Fences, walls or cut banks running parallel with a driveway which exceed a height of thirty-six (36) inches shall not be permitted within a distance of five (5) feet from the property line at the street.

9. This project site is subject to the Statewide General Storm Water Permit (Order No. 2007-0001, NPDES No. CAS0108758). The applicant shall show evidence that a Notice of Intent (NOI) has been applied for and fees paid to the State Water Resources Control Board prior to issuance of a grading permit.

10. This project shall comply with the City of La Mesa hydromodification management requirements. For more information please refer to the City of La Mesa website at http://www.cityoflamesa.com/stormwater, on the Development Requirements tab.

11. Prior to grading of any part of the project, a comprehensive soils and geologic investigation shall be conducted of the geologic formations, soils, and slopes of the site. A soils investigation report verifying that the site is suitable for the proposed development shall be prepared by a licensed civil or geotechnical engineer. All necessary measures shall be taken and implemented to ensure slope stability, erosion control, and soil integrity.

12. The applicant/developer shall provide adequate erosion control devices at the completion of each phase of grading. This shall include landscaping and temporary irrigation systems on exposed slopes. Such temporary measures shall be subject to the approval of the City Engineer.

13. The method of disposing of surface water from the site shall be submitted and approved to assure that the site will drain to the street or to a natural watercourse. New drainage facilities, and private maintenance agreements or covenants may be required.

14. A hydrology report prepared by a registered Civil Engineer shall be furnished to establish the adequacy of the drainage system and the base flood elevation of the
100-year storm. Report must support the design and sizing of any water quality BMPs to treat the 85th percentile storm in perpetuity.

a. Hydrologic and Hydraulic analyses shall be based on the County of San Diego Hydrology and Drainage Design Manuals, most current editions.

b. Report must clearly address pre-development and post development offsite discharge, and erosion potential. Any post-development increases in offsite discharge, and erosion potential must be minimized, justified and mitigated to the satisfaction of the City Engineer.

15. Site operations shall comply with City of La Mesa Municipal Code Chapter 7.18 Storm Water Management and Discharge Control Program. A completed City of La Mesa storm water management permit application shall accompany the grading plan submittal.

16. The development plan(s) shall clearly show compliance with the criteria of the City of La Mesa Storm Water Standards Manual for Priority Development Projects. Each component requiring maintenance shall be perpetually maintained by the property owner and located on private property. These include the following:

a. A post-construction Water Quality Management Plan and recorded maintenance agreement pursuant to Title 7.18 of the La Mesa Municipal Code shall be required. Compliance requires post-development BMPs. Each (BMP) component requiring maintenance shall be properly sized to treat the 85th percentile storm, perpetually maintained by the property owner and located on the private property.

b. Creation of off-street parking in excess of the minimums set forth in the City Zoning ordinance shall utilize porous pavement alternatives. All parking areas shall drain to a dry well filter which filters runoff through sand and crushed rock or a cyclone type filter before infiltration.

c. Drain impermeable rooftops, sidewalks, walkways, and patios through adjacent landscaping or other pervious surfaces to maximize infiltration and provide vegetative filtration.

d. Trash enclosures shall be covered to prevent rainwater intrusion or otherwise designed to prevent offsite migration of contaminants.

17. Water improvements are separately approved by and bonded with the Helix Water District prior to approval of the grading plan. Please submit with Helix Water District concurrently to avoid project delays.

18. The applicant shall show the following information on the site plan and/or add a note to the plans:

a. The sanitary sewer main, sewer service lateral and property line clean out shall be identified. A clean out and back water valve shall be installed if one does not exist.

b. The rim elevation of the nearest upstream sewer manhole on the sewer main and
the lowest finish floor or lowest waste water fixture unit shall be identified. If the
lowest finish floor elevation or lowest waste water fixture unit is less than or equal
to the top of the manhole elevation PLUS two feet, then a backwater valve shall
be installed.

19. The applicant shall pay the current Sanitary Sewer Connection Fee as determined by
the City's current fee structure.

20. The applicant shall obtain an Encroachment Permit prior to beginning any proposed
work within the City right of way.

21. Prior to obtaining a Building Permit, the applicant shall pay the Regional Transportation
Congestion Improvement Program (RTCIP) development impact fee, as determined by
the City's current fee structure, for each newly constructed residential unit.

22. Improvement and/or grading security shall be posted with the City of La Mesa prior to
improvement and/or grading plan approval to guarantee the construction of all the
required street improvements, drainage, grading, erosion control, monumentation,
landscaping, irrigation, and sewer improvements. The security shall include all onsite
and offsite grading and improvements. The amount of security shall be determined by
the City Engineer based upon an estimate furnished to the City taken from approved
plans submitted by the engineer of work. The engineer's cost estimate should include an
estimate of utility relocation, if applicable.

23. The applicant shall pay "Parkland Dedication In-Lieu Fee", according to Chapter 9.20, of
the La Mesa Municipal Code. This "Parkland Dedication In-Lieu Fee", is in addition to
the Park Improvement Impact Fee to be paid with the Building Permit Fees.

24. The applicant shall provide a letter from Edco showing that trash service is available to
serve each proposed residence. The applicant shall provide an area for the storage of
trash receptacles outside the front setback area. All trash shall be stored in weather-
protected containers and screened from view. If a dumpster is proposed to serve
common areas, it shall be enclosed to the satisfaction of the Community Development
Director.

25. The applicant shall provide a letter from the US Postal Service approving the mailbox
location. The letter shall state whether or not dedicated parking for mail delivery will be
required.

26. The applicant shall submit for review and approval landscape and irrigation plans in
conformance with City standards and Ordinance 2009-2805 regarding water efficiency
regulations.

27. The applicant shall prepare and submit plans in conformance with the approved exhibits
and conditions of approval for DAB 13-07 and DRB 13-07. A note shall be placed on the
building plans stating that prior to final inspection sign off and release of electrical
service, the site and buildings shall be inspected for substantial conformance to the
approved exhibits and conditions. The exact materials and colors of all proposed
structures shall be prominently noted on all plans and exhibits.

28. A note shall be placed on the building plans stating that should any archeological
(cultural) resources or human remains be discovered during construction-phase ground-
disturbing activities, all work in the immediate vicinity must stop and the project applicant shall notify the City of La Mesa immediately. A qualified professional shall be retained to evaluate the finds and recommend appropriate action. For human remains, the applicant shall notify the County Coroner. For human remains determined to be of Native American origin, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed. The applicant shall ensure, to the satisfaction of the City and the Native American Heritage Foundation, if applicable, that appropriate measures are undertaken prior to resuming any project activities that may affect such resources.

29. A note shall be placed on the building plans stating that nesting bird existing plant material shall not be removed from the site during bird breeding season (February 15 to August 31) unless nesting bird surveys have first been completed to ensure compliance with the Migratory Bird Treaty Act and California Department of Fish and Game Code Section 3503, which protect nesting birds.

30. The applicant shall submit for review and approval a construction phasing plan, for review and approval by the Community Development Director, for any proposed model homes and related temporary improvements such as temporary parking lot areas, fencing, signs and sales trailers.

31. Plans must be complete before the Building Division will accept plans into the plan review process. Complete plans include architectural, structural, plumbing, mechanical and electrical design. The Building Division will provide a list of all plan check comments and corrections upon submittal of complete building plans.

32. Plans shall show compliance with all applicable disabled regulations as contained in Chapter 11A, California Building Code. Note that a path for the disabled must be provided from the public sidewalk to any accessible units.

33. Building and grading permits for the development of the project shall be issued concurrently.

34. A completed Building Location Verification, prepared by a registered civil engineer or land surveyor, must be submitted to the Building Division, prior to the foundation inspection of each building and any site retaining walls.

35. All applicable school facilities fees, as determined by the school districts, shall be paid prior to permit issuance.

36. The applicant shall obtain a demolition permit from the Community Development Department prior to the demolition of existing structures.

37. The project must comply with City's Construction and Demolition Ordinance regulating recycling of construction materials.

C. The following conditions must be satisfied prior to the issuance of the Final occupancy permit for the first dwelling unit to be constructed or in accordance with an approved phasing plan:

1. Traffic control during the construction of streets which have been opened to public travel shall be in accordance with construction signing, marking and other protection as required by the State Department of Transportation (CalTrans) Traffic Manual.
2. All street and drainage improvements shall be completed and accepted by the engineering inspector prior to occupancy.

3. The applicant shall construct the project in substantial conformance to the approved exhibits and conditions set forth herein. The project shall utilize the architectural styles and materials as shown in the exhibits approved by the City for this project.

4. The applicant shall install landscaping and irrigation for each unit as shown on the approved plans.

5. The applicant shall provide a fire alarm system for the project. A C-10 licensed electrical contractor shall submit plans for approval prior to installation and perform all work.

6. The applicant shall provide an automatic fire sprinkler system for the buildings. Separate plans for fire sprinklers and underground shall be submitted to the fire department for approval prior to installation. A C-16 licensed fire protection contractor shall perform all work.

7. Separate zones for fire sprinkler system may be required. Contact the fire department for specific details.

8. Fire Department Connection (FDC's) for sprinklers and/or standpipes shall be located within 50 feet of fire hydrant(s) and may be combined for sprinkler and wet standpipe systems. The FDC shall be attached to a backflow device or free standing, mounted at a maximum height of 42 inches above finished grade and equipped with Knox locking caps. Final location shall be determined by fire department. Contact fire dept. for Knox application.

9. Standpipes may be required for this project depending on available fire department access. Contact the fire department for specific details.

10. Provide a Knox key box with master keys to building for fire dept. use. Number, type and mounting location of Knox boxes shall be determined by the fire department.

11. The applicant shall provide address numbers that are visible and contrasting in color to background. Numbers shall be at least 4" high with a ½" stroke and mounted in a location determined by the fire department.

12. All required fire apparatus access roads, fire lanes, fire department turn-around and entry/exit drives shall meet the minimum turning radius for fire apparatus depending on size, location and type of project. Contact the fire department for specific requirements.

13. Provide a fire department apparatus turn-around for the project. Contact La Mesa Fire Department for exact specifications.

14. Inspections of all fire protection piping, both above ground and under ground are required for sprinklers, standpipes, and fire hydrant installations. Hydrostatic tests and thrust block inspections are also required. All work shall remain accessible for inspection. Contact the fire department a minimum of five business days in advance to schedule all inspections.
15. The applicant shall provide “No Parking—Fire Lane—Tow Away” signs for the fire lane in compliance with the CA Vehicle Code. Contact the fire department for exact wording and size of signs. Number, location, and size of signs shall be as required by the fire department and the CA Vehicle Code.

16. The applicant shall provide a monument sign at front entry, listing all addresses in project. Also, provide address numbers that contrast to background and are visible from the street on all units.

17. The applicant shall consider incorporating the following crime prevention measures into the development:
   a. Use deadbolts with one inch throw on the front door and on the door leading from the garage to the living spaces. The garage pedestrian door should be solid core.
   b. Install secondary locks on sliding glass doors and windows.
   c. Front doors should have a wide angled peep hole.
   d. Allow unit porch lights to be controlled by the property owner.
   e. Landscaping should be planted and maintained to eliminate hiding places on the property. Trees should be trimmed up to 6 feet and bushes and shrubs trimmed downed to 2 or 3 feet.
   f. The property should be well-lit at night to prevent loitering and eliminate hiding places.
   g. Install wire cages or industrial strength shatter resistant lenses over lights within reach of pedestrians, especially above the covered parking spaces.
   h. Use a Crime Free Lease Addendum, as provided in the Crime Free Multi-Housing program packet, or similar, and discuss with tenants during the application process.
   i. Include a no smoking policy in the lease agreement.
   j. Set up a point of contact from property management with the Crime Prevention Specialist, at (619) 667-7545 to allow for crime related communications, including arrest alerts to more effectively enforce the Crime Free Lease Addendum.
   k. On site management is strongly recommended given the number of units.

D. The following conditions must be satisfied prior to the acceptance of improvements and filing of the Notice of Completion.

1. The applicant shall install street trees according to the approved landscaping plan.

2. Street name signs, street lighting, and traffic control devices shall be built to City standards and as required and approved by the City Engineer and the Traffic Engineer. The applicant shall pay all applicable fees, energy charges, and/or assessments and shall privately maintain said lights.

3. Certification of the as-built elevations of the structures shall be furnished to the City Engineer prior to release of bonds.

4. All monumentation shall be verified in the field by the Engineering Inspector to ensure conformance to the Final Map. Any survey monuments removed or damaged as a result
of construction shall be replaced at the owner’s expense.

5. The exact limits of pavement and sidewalks shall be approved by the City Engineer. Street structural sections shall have a gravel equivalent of a minimum of 4” AC over 8” CL-2AB with a T.I. of 6.0. Geotechnical tests of the existing pavement are subject to approval of the City Engineer in the field during project inspection. Existing public improvements will be repaired to good condition and proper alignment, as may be required for proper tie-in.

6. Landscaping for trees, shrubs, walls, fences, cut/fill slopes or other structures at or near driveway and street intersections shall conform to the intersectional sight distance criteria as provided by the California Department of Transportation (CalTrans) Highway Design Manual. Any obstructions which exceed a height of thirty-six (36) inches shall not be permitted within a distance of five (5) feet from the property line at the street.

7. The applicant shall place one ornamental street light (100 Watt Broad Spectrum Lighting) along the private street, interior to the development at a location designated by the City Engineer. All lighting fixtures shall be ornamental and shielded.

8. The applicant shall complete grading in one operation. All Best Management Practices (BMPs) and improvements shown on grading and site development plans shall be installed.

9. The developer, contractor or landscape architect shall provide a letter to the Community Development Department stating that all landscaping, irrigation, drainage, and hardscape was installed according to City standards. A Certificate of Completion for landscape improvements shall be submitted, along with an irrigation schedule and soils management report as required by Municipal Code Chapter 14.29, Water Efficient Landscape Regulations.
RESOLUTION NO. 2015-

RESOLUTION APPROVING THE FINAL MAP FOR LA MESA TRACT NO. 13-01 (RAZAVI) — A ONE-LOT SUBDIVISION OF A 1.1-ACRE SITE FOR 18 RESIDENTIAL CONDOMINIUM UNITS AT 5502 SHASTA LANE IN THE R3 ZONE

WHEREAS, on March 5, 2014, the Planning Commission of the City of La Mesa considered and approved Tentative Tract Map TTM 13-01 and Site Development Plan DAB 13-07, a one-lot subdivision of a 1.1-acre site for 18 residential condominiums at 5502 Shasta Lane in the R3 (Multiple Unit Residential) zone;

WHEREAS, on April 8, 2014, the City Council of the City of La Mesa ratified the Planning Commission’s approval of TTM 13-01;

WHEREAS, a Negative Declaration prepared in conformance with the California Environmental Quality Act was previously considered and approved for the project;

WHEREAS, a final map for the project has been submitted to the City Council, on file in the office of the City Clerk; and

WHEREAS, the City Council has duly considered the applicant’s submission of the final map.

THE CITY COUNCIL FINDS AND DETERMINES AS FOLLOWS:

1. That the proposed subdivision conforms to the provisions of the City of La Mesa Subdivision Ordinance and the Subdivision Map Act, California Code section 66410 et seq.

2. That the final map is in substantial compliance with the approved Tentative Tract Map No. 13-01.

3. That the final map, including its provisions for design and improvement, is consistent with the City of La Mesa General Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA MESA AS FOLLOWS:

1. The foregoing findings of fact and determinations are true and hereby made a part hereof.

2. The final map for La Mesa Tract No. 13-01 of the City of La Mesa is hereby approved.

3. The Mayor and City Clerk are hereby authorized and instructed to execute for and on behalf of said City the final map for Tract 13-01.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 8th day of September 2015, by the following vote, to wit:

ATTACHMENT E
AYES:
NOES:
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be true and exact copy of Resolution No. 2015-____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: September 8, 2015

SUBJECT: Resolution Accepting Bid 15-10 and Awarding a Construction Contract for Alvarado Channel Removal of Invasive Vegetation Project to Anton Tree Services

ISSUING DEPT.: Public Works

SUMMARY:

Issues:
Should the City of La Mesa award a construction contract for Bid 15-10, Alvarado Channel Removal of Invasive Vegetation Project, to Anton Tree Services for $98,401?

Recommendation:
Adopt the attached resolution awarding a construction contract for Bid 15-10, for Alvarado Channel Removal of Invasive Vegetation Project for $98,401.

Fiscal Impact:
Funds for the project are available in the capital improvement project account 301141OT. No general fund money will be used for this project.

City’s Strategic Goals:
Continue to improve high quality municipal services

Environmental Review:
This project received a Notice of Exemption from the California Environmental Quality Act (CEQA) on 1/14/2014.

BACKGROUND:

This project will clear 900 linear feet of invasive vegetation for the Alvarado Channel Restoration Project. Future phases of the project include an environmental restoration which will involve the establishment of native vegetation for the channel segment.

The work will include clearing invasive vegetation, trash removal, the establishment of a
chain link fence along the MTS Trolley right-of-way, and hydroseeding for erosion control protection.

The project is being conducted as part of a 2013 settlement with the San Diego Regional Water Quality Control Board regarding sewer spills within the City of La Mesa. The City was able to mitigate half of the monetary penalty by completing this restoration project.

DISCUSSION:

On August 7 2015, a notice inviting bids was advertised and the bid documents were distributed to 23 plan holders. On August 27, 2015, three bids were received electronically. The low bidder was Anton Tree Services with a bid of $98,401. The selection was based on the lowest responsive and responsible bidder for the base bid. A summary of bid results is shown in Attachment B. The engineering estimate for the base bid was $70,000 to $90,000.

Contract time for completion of the project is 40 working days. The work is expected to begin in September 2015 and be completed by December 2015.

CONCLUSION:

Staff recommends that the City Council adopt the attached resolution awarding a construction contract for Bid 15-10, Alvarado Channel Removal of Invasive Vegetation Project, to Anton Tree Services for $98,401.

Reviewed by:  
David E. Witt  
City Manager

Respectfully Submitted:  
Gregory P. Humora  
Director of Public Works/City Engineer

Joe Kuhn  
Storm Water Program Manager

Attachments:  
A. Resolution  
B. Bid Tabulation
RESOLUTION NO. 2015—____

RESOLUTION ACCEPTING BID 15-10 AND AWARDING A CONSTRUCTION CONTRACT FOR THE ALVARADO CHANNEL REMOVAL OF INVASIVE VEGETATION PROJECT TO ANTON TREE SERVICES

WHEREAS, the City of La Mesa is required to perform a restoration of Alvarado Channel as part of settlement R9-2013-0137 with the San Diego Regional Water Quality Control Board;

WHEREAS, the clearing of invasive vegetation is the first phase of the overall restoration project; and

WHEREAS, the City received three bids on the bid opening date of August 27, 2015 and Anton Tree Services was the lowest responsive and responsible bidder.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that:

The bid of Anton Tree Services in the amount of $98,401 for Bid 15-10, Alvarado Channel Removal of Invasive Vegetation Project, was determined to be the lowest responsive and responsible bid. Said bid is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to accept and execute a contract with Anton Tree Services to perform the work at the prices set forth in said bid.

BE IT FURTHER RESOLVED that the Director of Public Works is authorized to approve the substitution of subcontractors.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 8th day of September, 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2015—____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

ATTACHMENT A
<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Anton Tree Services</td>
<td>$98,401.00</td>
</tr>
<tr>
<td>2 Blue Pacific Engineering and Construction</td>
<td>$187,210.00</td>
</tr>
<tr>
<td>3 Natures Image Inc</td>
<td>$239,903.00</td>
</tr>
</tbody>
</table>

Engineer's Estimate: $70,000 - $90,000
CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount $ ________________ Fund ________________________________

Purpose _______________________________________________________

__________________________
Director of Finance
City of La Mesa

Date _____________________ By ________________________________

Unappropriated Reserves Available Balance $ _____________________

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed $98,401.00

__________________________
Director of Finance
City of La Mesa

Date: 09/02/15 By: Greg Humora

Fund: Dept./Activity: 301141OT-6830 301141OT

$98,401.00 from account 301141OT-6830 (available $416,419.20)

Purpose: Resolution Accepting Bid 15-10 and Awarding a Construction Contract for Alvarado Channel Removal of Invasive Vegetation Project to Anton Tree Services

CERTIFICATE NO. 1468
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: September 8, 2015

SUBJECT: Resolution Amending Section 12.44.130 of the La Mesa Municipal Code
Adding a Disabled Persons Parking Space at 8479 Porter Hill Terrace

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issue: Should the City Council approve adding a disabled persons parking space at 8479 Porter Hill Terrace?

Recommendation: The Traffic Commission recommends that the City Council approve adding a disabled persons parking space at 8479 Porter Hill Terrace.

Fiscal Impact: The cost to add one parking space should be less than $1,000 and can be covered by the Public Works Traffic Operations maintenance budget (3107-6431).

City’s Strategic Goals:
• Effective and efficient traffic circulation and transportation

Environmental Review: This project is categorically exempt from the environmental review process under Section 15301 Class 1 (c) of Title 14 of the California Code of Regulations, which exempts projects which involve negligible or no expansion of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

BACKGROUND:
The property at 8479 Porter Hill Terrace has a driveway; however, it is not accessible by sidewalk directly to the front door. The applicant would like to park the shortest distance to the residence, which is directly in front of the house.

DISCUSSION:
The property owner at 8479 Porter Hill Terrace states that when vehicles are parked in front of her residence she cannot access her vehicle, because there is no path from the porch to the driveway. The difference in elevation between the porch and the driveway makes it difficult to create a path. She has asked the neighbors not to park in front of her home, but either they do not comply, or other people park there who aren’t aware of her need.
The resident has lived at this address for over 20 years and has a valid disabled persons parking license plate. She is requesting a disabled persons parking space in front of the home's sidewalk at 8479 Porter Hill Terrace.

The following conditions exist at this location that meet the requirements of the “Guidelines for Designation of Disabled Persons Parking Spaces Within the Public Right-of-Way for Residential Uses”:

1. The applicant has a valid “disabled persons” license plate issued by the California Department of Motor Vehicles.

2. The proposed disabled persons parking space is located in front of the disabled persons place of residence.

3. The residence does not have useable off-street parking available to access the front of the property.

4. The resident submitted an application to the City Engineer including verification of the need.

Staff recommends approval of the installation of an on-street disabled persons parking space at 8479 Porter Hill Terrace.

CONCLUSION:
The Traffic Commission discussed this item at their August 5, 2015 meeting and voted to recommend to City Council that a disabled person’s parking space be installed at 8479 Porter Hill Terrace. Staff recommends that the City Council affirm the Traffic Commission decision and approve the resolution amending Section 12.44.130 of the La Mesa Municipal Code adding a disabled persons parking space at 8479 Porter Hill Terrace.

Reviewed by:

[Signature]
David E. Witt
City Manager

Respectfully submitted by:

[Signature]
Gregory P. Humora
Director of Public Works/City Engineer

[Signature]
Kathy Feilen
Engineering Project Manager

Attachments:
A. Resolution
B. Application
C. Guidelines for designation of disabled persons parking spaces within the public right of way for residential uses
RESOLUTION NO. 2015-
RESOLUTION AMENDING SECTION 12.44.130 OF THE LA MESA MUNICIPAL CODE ADDING A DISABLED PERSONS PARKING SPACE AT 8479 PORTER HILL TERRACE

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, as follows:

Section 12.44.130 of the La Mesa Municipal Code is hereby amended to add the following:

<table>
<thead>
<tr>
<th>Street</th>
<th>Side of Street</th>
<th>Location Description or Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porter Hill Terrace</td>
<td>South</td>
<td>One parking space located at 8479 Porter Hill Terrace</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 8th day of September 2015, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2015---, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
CITY OF LA MESA
APPLICATION
DISABLED PERSONS ON-STREET PARKING IN RESIDENTIAL AREAS

Applicant's Name Yvonne Merrill
Address 8479 Porter Hill Drive
City La Mesa Ca Zip Code 91942
Telephone No. (619) 861-9225

1. Is the above address the proposed location for the disabled persons parking space?  
Yes  No
If not, please indicate the appropriate address below:
Address
City Zip Code

2. Do you own the property at this address or are you renting it?  
I own the property  I am renting it How long at this address? 20 +
If other, explain

3. Is the applicant the disabled person?  
Yes  No
If not, what is the relationship to the disabled person?  
Spouse Parent Guardian Relative Other
Name of disabled person:

4. Do you have a valid "disabled persons" license plate (DP or VT plates) issued by the California Department of Motor Vehicles on your vehicle?  
Yes  No
Please indicate vehicle license number 264JK P

5. Is there a driveway or other off-street space available at this address that may be used for off-street parking?  
Yes  No

6. Is there sufficient space in front of this address to accommodate an on-street parking space?  
Yes  No

I have read and understand the preceding instructions and have answered the above questions truthfully and to the best of my ability. I understand that the City will contact the person as noted in this application each year to verify the continued need for an on-street disabled parking space, and that failure to contact the City in a timely fashion could result in removal of the space. I also understand that the disabled parking space is not exempt from street sweeping parking restrictions or other applicable part-time prohibitions at this location.

Applicant's Signature Yvonne Merrill Date 7-15-15

ATTACHMENT B
CITY OF LA MESA
Department of Public Works
Office of the Director of Public Works/City Engineer

GUIDELINES FOR DESIGNATION OF DISABLED PERSONS PARKING SPACES
WITHIN THE PUBLIC RIGHT-OF-WAY FOR RESIDENTIAL USES
April 8, 2003

The purpose of a disabled persons parking zone is to provide designated parking spaces in residential areas for the exclusive use of physically disabled persons whose vehicle displays a distinguishing license plate or placard, as authorized by the California Department of Motor Vehicles. All on-street parking is considered public parking and it is not the intention of the City to provide personal reserved parking on the public right-of-way.

The City Council may, upon recommendation of the City Traffic Committee, provide an on-street parking space(s) for disabled persons on residential streets if adequate off-street parking is not available and cannot be made available. This should in no way preclude any new or redeveloping facilities from meeting requirements to provide disabled persons parking.

General Requirements

Each disabled persons parking space shall be indicated by blue paint and a sign (white on blue) showing the international symbol of accessibility (a profile view of a wheelchair with occupant).

Where installed under the above criteria the total number of disabled persons curb parking spaces will be limited to 3% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Disabled persons parking will not be installed at locations with a full-time parking prohibition.

When a disabled persons parking space is installed where a part-time parking prohibition is in effect, the disabled persons parking space will be exempt from the time restriction per Section 22511.5. (a)(1)(B) of the California Vehicle Code.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City’s maintenance and operations costs, reduces available on-street parking for the general public, and detracts from the overall effectiveness of the disabled person parking program.
Special Hardship Cases

All on-street parking is considered public parking. It is not the intention of the city to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exist:

1. Applicant (or guardian) must be in possession of a valid license plate or placard for disabled persons or disabled veterans issued by the California Department of Motor Vehicles;

2. The proposed disabled parking space must be in front of the disabled person’s place of residence;

3. The subject residence must not have useable off-street parking available or off-street space available that could be converted to meet the property’s disabled parking requirements; and

4. Applicant (or guardian) must submit an application to the City Engineer including verification of the need. In addition, the applicant must furnish annually, a signed affidavit requesting continued use of, and verifying the need for the disabled parking space. If the affidavit is not received within 30 days of the anniversary date, the space may be removed. The City Engineer is authorized to remove these signs and curb markings when they are no longer valid to the General Requirements or Special Hardship Cases section of the Disabled Persons Parking Policy.
CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount $ ____________________ Fund ____________________

Purpose _______________________________________________________________________________________

Director of Finance
City of La Mesa

Date ____________________ By ____________________

Unappropriated Reserves Available Balance $ _____________________________________________

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed $1,000.00

[Signature]
Director of Finance
City of La Mesa

Date: 09/02/15 By: Greg Humora

Fund: 3107 Dept./Activity: 3107-6431 $1,000.00 from account 3107-6431 (available $2,235.05)

Purpose: Resolution Amending Section 12.44.130 of the La Mesa Municipal Code Adding a Disabled Persons Parking Space at 8479 Porter Hill Terrace

CERTIFICATE NO. 1469
DATE: September 8, 2015

SUBJECT: Resolution Amending Section 12.44.130 of the La Mesa Municipal Code
Adding a Disabled Persons Parking Space at 4844 73rd Street

ISSUING DEPARTMENT: Public Works

SUMMARY:

Issue: Should the City Council approve adding a disabled persons parking space at 4844 73rd Street?

Recommendation: The Traffic Commission recommends that the City Council approve adding a disabled persons parking space at 4844 73rd Street.

Fiscal Impact: The cost to add one parking space should be less than $1,000 and can be covered by the Public Works Traffic Operations maintenance budget (3107-6431).

City's Strategic Goals:
- Effective and efficient traffic circulation and transportation

Environmental Review: This project is categorically exempt from the environmental review process under Section 15301 Class 1 (c) of Title 14 of the California Code of Regulations, which exempts projects which involve negligible or no expansion of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities.

BACKGROUND:
The property at 4844 73rd Street has a driveway; however, it cannot be used for pick-up and drop-off purposes.

DISCUSSION:
The property owner at 4844 73rd Street does not drive, and needs to be transported to his appointments. He states that when vehicles are parked in front of his residence, they block the end of his sidewalk and lengthen the distance he needs to walk to where the transportation company vehicle is parked. He submitted an application for a disabled persons parking space, directly in front of his house. The resident has lived at this address for 67 years.
The following offers an explanation of the conditions that exist at this location that meet or do not meet the requirements of the “Guidelines for Designation of Disabled Persons Parking Spaces Within the Public Right-of-Way for Residential Uses”:

1. The applicant does not have a "disabled persons" license plate issued by the California Department of Motor Vehicles, but the transportation company vehicle that he uses is for transporting disabled people.

2. The proposed disabled persons parking space is located in front of the disabled persons place of residence.

3. The residence does have useable off-street parking available to access the front of the property, but the transportation company is not allowed to use it.

4. The resident submitted an application to the City Engineer including verification of the need.

Staff recommends approval of the installation of a disabled persons parking space at 4844 73rd Street.

CONCLUSION:
The Traffic Commission discussed this item at their August 5, 2015 meeting and voted to recommend to City Council that a disabled persons parking space be installed at 4844 73rd Street. Staff recommends that the City Council affirm the Traffic Commission’s decision and approve the resolution amending Section 12.44.130 of the La Mesa Municipal Code adding a disabled persons parking space at 4844 73rd Street.

Reviewed by: _______________________
David E. Witt
City Manager

Respectfully submitted by: _______________________
Gregory P. Humora
Director of Public Works/City Engineer

Kathy Fuller
Engineering Project Manager

Attachments:
A. Resolution
B. Application
C. Guidelines for designation of disabled persons parking spaces within the public right of way for residential uses
RESOLUTION NO. 2015-

RESOLUTION AMENDING SECTION 12.44.130 OF THE LA MESA MUNICIPAL CODE ADDING A DISABLED PERSONS PARKING SPACE AT 4844 73rd STREET

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, as follows:

Section 12.44.130 of the La Mesa Municipal Code is hereby amended to add the following:

<table>
<thead>
<tr>
<th>Street</th>
<th>Side of Street</th>
<th>Location Description or Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>73rd Street</td>
<td>West</td>
<td>One parking space located at 4844 73rd Street</td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED at a regular meeting of the City Council of the City of La Mesa, California, held the 8th day of September 2015, by the following vote, to wit:

AYES:  
NOES:  
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, CMC, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2015-____, duly passed and adopted by the City Council of said City on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)

ATTACHMENT A
CITY OF LA MESA
APPLICATION
DISABLED PERSONS ON-STREET PARKING IN RESIDENTIAL AREAS

Applicant’s Name: JOHN T SCHULTZ
Address: 14849 - 13 RD ST
City: LA MESA CA Zip Code: 91942
Telephone No.: (619) 465-9475

1. Is the above address the proposed location for the disabled persons parking space?
   Yes ☑ No
   If not, please indicate the appropriate address below:
   Address
   City __________________________ Zip Code __________________________

2. Do you own the property at this address or are you renting it?
   I own the property ☑ I am renting it __________ How long at this address? 67
   If other, explain __________________________________________________

3. Is the applicant the disabled person?
   Yes ☑ No __________
   If not, what is the relationship to the disabled person?
   Spouse _______ Parent _______ Guardian _______ Relative _______ Other _______
   Name of disabled person: __________________________________________________

4. Do you have a valid “disabled persons” license plate (DP or VT plates) issued by the California
   Department of Motor Vehicles on your vehicle?
   Yes __________ No ☑ Please indicate vehicle license number __________________________

5. Is there a driveway or other off-street space available at this address that may be used for off-street
   parking?
   Yes ☑ No __________

6. Is there sufficient space in front of this address to accommodate an on-street parking space?
   Yes ☑ No __________

I have read and understand the preceding instructions and have answered the above questions truthfully
and to the best of my ability. I understand that the City will contact the person as noted in this application
each year to verify the continued need for an on-street disabled parking space, and that failure to contact
the City in a timely fashion could result in removal of the space. I also understand that the disabled
parking space is not exempt from street sweeping parking restrictions or other applicable part-time
prohibitions at this location.

Applicant’s Signature: __________________________ Date: 7-6-15

ATTACHMENT B
CITY OF LA MESA
Department of Public Works
Office of the Director of Public Works/City Engineer

GUIDELINES FOR DESIGNATION OF DISABLED PERSONS PARKING SPACES
WITHIN THE PUBLIC RIGHT-OF-WAY FOR RESIDENTIAL USES
April 8, 2003

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The City Council may, upon recommendation of the City Traffic Committee, provide an on-street parking space(s) for disabled persons on residential streets if adequate off-street parking is not available and cannot be made available. This should in no way preclude any new or redeveloping facilities from meeting requirements to provide disabled persons parking.

General Requirements

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Disabled persons parking will not be installed at locations with a full-time parking prohibition.

When a disabled persons parking space is installed where a part-time parking prohibition is in effect, the disabled persons parking space will be exempt from the time restriction per Section 22511.5.(a)(1)(B) of the California Vehicle Code.

The cost of installing disabled persons parking will be assumed by the City on public streets and public off-street parking facilities.

In establishing on-street parking facilities for the disabled there shall be a reasonable determination made that the need is of an on-going nature. The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose but later are seldom used. Unjustified installation of such parking stalls unnecessarily increases the City’s maintenance and operations costs, reduces available on-street parking for the general public, and detracts from the overall effectiveness of the disabled person parking program.
Special Hardship Cases

All on-street parking is considered public parking. It is not the intention of the city to provide personal reserved parking on the public right-of-way, especially in residential areas. However, exceptions may be made, in special hardship cases, provided all of the following conditions exist:

(1) Applicant (or guardian) must be in possession of a valid license plate or placard for disabled persons or disabled veterans issued by the California Department of Motor Vehicles;

(2) The proposed disabled parking space must be in front of the disabled person’s place of residence;

(3) The subject residence must not have useable off-street parking available or off-street space available that could be converted to meet the property’s disabled parking requirements; and

(4) Applicant (or guardian) must submit an application to the City Engineer including verification of the need. In addition, the applicant must furnish annually, a signed affidavit requesting continued use of, and verifying the need for the disabled parking space. If the affidavit is not received within 30 days of the anniversary date, the space may be removed. The City Engineer is authorized to remove these signs and curb markings when they are no longer valid to the General Requirements or Special Hardship Cases section of the Disabled Persons Parking Policy.
CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.

Amount $ ___________________ Fund _____________________________

Purpose ______________________________________________________

_____________________________________________________________
Director of Finance
City of La Mesa

Date ________________ By _______________________________________

Unappropriated Reserves Available Balance $ _______________________

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed $1,000.00

[Signature]
Director of Finance
City of La Mesa

Date: 09/02/15  By: Greg Humora

Fund: 3107  Dept./Activity: 3107-6431
$1,000.00 from account 3107-6431
(available $1,235.05)

Purpose: Resolution Amending Section 12.44.130 of the La Mesa Municipal Code Adding a Disabled Persons Parking Space at 4844 73rd Street

CERTIFICATE NO. 1470
REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: September 8, 2015

SUBJECT: Resolution Approving Standard Agreement for Specialized Professional Services between the City of La Mesa and MJE Marketing for Strategic Branding, Marketing, and Community Engagement Services.

ISSUING DEPARTMENT: City Manager’s Office

SUMMARY:

Issues:
Should the City Council approve the Standard Agreement for Specialized Professional Services between the City of La Mesa and MJE Marketing for strategic branding, marketing, and community engagement services?

Recommendation:

That the City Council approve the Standard Agreement for Specialized Professional Services between the City of La Mesa and MJE Marketing for strategic branding, marketing, and community engagement services.

Fiscal Impact:

The one year contract amount for MJE Marketing’s services is $56,500. This includes a one-time amount of $6500 for the Branding Creative Brief. The contract allows for two one-year extensions by mutual consent of both parties.

The City has budgeted $50,000 for Fiscal Year 2015-2016 in account 1301-6430 for the purpose of marketing efforts. Because a portion of the work, namely the video production work, meets the criteria for use of Public Education and Government (PEG) Funds (funds derived from cable television franchise fees for public education), staff is recommending that $15,500 of the total contract be appropriated from PEG funds account 1321-6430, leaving $41,000 to come from General Funds.

City’s Strategic Goals:

• Continue to improve high quality municipal services.
BACKGROUND:

In 2014, Councilmembers Alessio and Ewin requested that the Council approve a Council initiated item to enhance the City’s marketing capability. At the January 13, 2015 meeting, the City Council approved the City’s Marketing and Communication Plan and gave direction for staff to move forward with a Request for Proposals (RFP) to select a marketing firm and create a new City website.

RFP 15-06 for a Marketing and Communications Professional Services was distributed through Planet Bids on March 11, 2015. The City received 21 proposals in April 2015. Of that number, seven where selected to interview as they most closely matched the City’s interests as outlined in the RFP. Following a very competitive interview process, MJE Marketing was selected by a team consisting of City staff from La Mesa and Chula Vista.

Since June, staff has been working with MJE to define their priorities and work plan. Out of this work effort a Strategic Marketing and Community Engagement and a Social Media Plan (Attachment B) were developed. The cost of the two plans was $5000 and $1200 respectively and paid from Purchase Order 152328 dated June 2, 2015.

As part of MJE’s research and to inform their recommendations, their staff interviewed members of the La Mesa business community, City staff and reviewed the recent resident satisfaction survey. MJE reviewed the City’s demographic information and reviewed some case studies from other cities for best practices for marketing. Out of this came a Strengths, Weakness, Opportunities and Threat Analysis (SWOT). In general they found residents were pleased with City services, but that the City needed to increase the breadth and frequency of engagement methods for both business and residents. They also discovered a lack of a strong City identity. Some of the threats to the City were a perception of crime in the City, balancing the needs of long-time residents with new resident’s expectations of services, and limited City resources.

DISCUSSION:

Marketing efforts

Development of the Strategic Marketing and Community Engagement and Social Media Plan resulted in several recommendations from MJE Marketing for increased marketing for the City. They are:

1. Improve on City’s existing outreach tools including the Guide for New Businesses and Economic Development Kit

Revised communication templates are needed to better reach out and engage residents and potential residents. MJE suggests that the City should engage with residents across multiple platforms and in multiple ways. Currently, the City focuses primarily on communication
platforms that require action on the part of the message recipient to receive messages, examples of this includes the website, notification lists, and the newsletter. MJE recommends adding a variety of other communication methods to increase information to City stakeholders.

To create and expand the City’s “business friendly” message, the current Guide for New Business, which is an overview of land use, permitting, and development standards for new construction and/or expansion of an existing business would be updated. The kit will be available in both digital and printed versions. The kit collects in one place all of the resources needed to open or expand a business in La Mesa. It would be distributed at the Front Counter, and also online. The updated Kit would be promoted utilizing digital, social media, and public relations channels.

The City has an economic development packet that has not been updated for some time. This packet is provided to brokers and to new businesses interested in relocating to La Mesa. This packet will be updated and promoted.

2. Promotions

A Shop/Dine La Mesa campaign to encourage visitors, residents to shop and eat in La Mesa will occur during the holiday season. This could be tied to the Downtown Streetscape Project completion or could be a citywide promotion. A second campaign will occur during the summer months.

3. Printed informational piece/item mailed to all addresses (residents and businesses)

The immediacy and direct nature of receiving a printed informational piece at a home or business address exposes the City’s messaging to a much wider group of people than an Online presence. Topics could include important city-wide projects, key City statistics, or other pertinent City information.

4. Increased Social Media Messaging

The City should continue to expand and activate its social media presence. Facebook along with Twitter are the primary channels to use. Since the City is already using Twitter, the City should consider adding a Facebook page. Fresh, interesting content should be created, following the City’s brand to be established. A schedule of posts should be developed and maintained with assistance from MJE.

5. Enhanced Public Relations Effort

There is an opportunity with the continuing reduction of hyper-local news outlets, for the City to reclaim the position of being the primary source of news of local interest. A concerted effort to create and distribute key, high profile news releases (in addition to the routine releases done by City staff) and media alerts should be made on an as needed basis to create topics and content
that follows the key messages. This effort could support outreach efforts for upcoming Capital Improvement Projects such as the University Avenue improvements.

6. Video

A steady stream of short videos about a variety of key message topics as well as special events or other items of interest should be created and posted, both on YouTube and across Social Media channels.

In addition to preparing video content directly, MJE will assist the City with training efforts to identify and train key City staff in the production and dissemination of video-based content.

7. Strengthen and Provide Consistency to the City’s Identity

The City’s existing identity and image would be enhanced and strengthened for a consistent look across all communication methods. The City has invested time, energy and dollars in creating and using a City slogan and logo. There is no intention to replace these.

8. Website Design Assistance and Awareness Campaign

Working with the City and their web development vendor, MJE will provide design and content review and guidance on an on-call basis for the updated City website. The goal is to carry the City brand and messaging across all parts of the updated website.

When the upgraded website is unveiled, a specific awareness campaign, positioning the website as the one stop source should be launched, utilizing City social media channels and other internal methods of promotion.

In addition, MJE could assist with the development of a retail section of the website, promoting the many shopping and dining options that La Mesa has to offer. An optional work effort that could occur at a later date could include a separate Shop La Mesa website. This is not included in the current work plan.

9. Measure Success

MJE will work with City staff to create measurement tools to monitor success of marketing efforts.

Website update

In addition to the marketing efforts, staff is moving forward on the website redesign. Our plan is to launch the new site in March 2016. Some of the new features of the website will include:

- Improved search engine optimization and response
- Interactive maps as a way for citizens to view our parks and City facilities
• Ability to report and track City infrastructure concerns via an interactive map application
• A mobile application for website access via tablets and mobile devices
• A City Facebook page
• An easy customizable messaging center to send out visually rich communications to residents
• A news center for the media to access City stories and press materials
• Fillable PDF forms to allow the public to complete standard City forms easily
• An improved agenda center so the public can view past Council meetings and find agenda items easier

CONCLUSION:

That the City Council approve a Resolution (Attachment B) for the Standard Agreement for Specialized Professional Services between the City of La Mesa and MJE Marketing for strategic branding, marketing, and community engagement services.

Reviewed by:                          Respectfully submitted by:

David E. Witt                        Yvonne Garrett
City Manager                        Assistant City Manager/Director of Community Services

Attachments: A – Marketing and Communications Plan
             B – Resolution
             C - Professional Services Agreement
Strategic Marketing and Community Engagement Plan

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Social Media and Public Relations Engagement Plan

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Introduction

The City of La Mesa was originally founded in 1869, and incorporated in 1912. Known as the Jewel of the Hills, the city is home to over 57,000 residents. La Mesa is known for its quaint downtown, its varied neighborhoods and long-time residents. The City is the gateway to East County with access to all areas of San Diego through three major freeways and five trolley stations, and its proximity to major educational institutions and a regional medical center. La Mesa has 14 parks, a variety of housing, and multiple trade areas. The community sits 15 miles east of the Pacific Ocean, directly east of the City of San Diego, and bordered on the northeast by the City of El Cajon, on the southwest by the City of Lemon Grove, and on the southeast by the County of San Diego.

In coordination with La Mesa’s elected officials, City staff is seeking to increase and improve communication with its residents and businesses, as well as promote increased economic activity within the City. The City Council approved a Marketing and Communication Plan in January 2015 which has these guiding principles:

- The City encourages public participation in City government.
- The City will efficiently use available resources.
- The City will seize on opportunities to showcase our assets through a variety of media methods.
- The City will prioritize the promotion of our assets.
- The City will develop communication channels and tools that are perceived as the most accurate source for City government information.
- The City will track and measure the outcomes of the marketing efforts.

Purpose of this Plan
The Strategic Marketing and Community Engagement Plan has been created to provide a snapshot of the current state of marketing and community engagement efforts in the City. A review of current methodology used to market to and communicate with City stakeholders was completed and summarized within this Plan.

This Plan also provides a suggested Marketing and Outreach Strategy, which is in concert with the overall Marketing and Communications Plan approved in January 2015. This Plan also details the tactics to be used and a timeline to follow, providing a complete roadmap to achieve the City’s Marketing and Community Engagement goals.

This Plan is intended to be a “living document.” If circumstances warrant, strategies and tactics may be adjusted to respond to changing environments and issues.
Section 1: Current Practices

The City of La Mesa currently strives to communicate using several different methods. Although a wide variety of communication types are utilized, most of these are “pull” in nature, meaning that the end user must take action to receive the communication. They must visit a website, sign up for a notification, or review an on-line newsletter. Contrast this with “push” communications, which can be absorbed by an end-user without a specific effort to receive them. Social media messaging and advertising messages are examples of “push” communications.

Required Communication
For legally required information, the City follows all standard practices regarding public hearing notices, noticing on the website, and public records requests.

Website and Electronic and Printed Communication
Press releases are distributed electronically for all important City events and news. A full-featured interactive website is maintained at www.cityofla Mesa.com. All notices and releases are also posted here. Links to all City departments are also available, and provide detailed information on all City issues, programs, and departments.

Through the City’s La Mesa e-gov, residents can submit a “Citizen Request Tracker” via the website to alert the City about problems or concerns such as pot holes, graffiti or park maintenance issues in the City. If a resident has a question or comment they can submit a “Contact Us” to direct inquires to the City. In an effort to provide the community with greater and easy access to the City’s financial data, the City partnered with OpenGov to create a financial transparency reporting tool that displays the City’s finances over a six year period. This tool is available on the website as well.

Users can also subscribe electronically to 10 different e-notifications, including the following:

<table>
<thead>
<tr>
<th>List</th>
<th>Topic</th>
</tr>
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<tbody>
<tr>
<td>Adult Enrichment Center News</td>
<td>Classes, news and events at the Adult Enrichment Center</td>
</tr>
<tr>
<td>City News and Events</td>
<td>Monthly digest notification of current news, meetings and events</td>
</tr>
<tr>
<td>Community Services Department</td>
<td>Current and future recreation events and Community Service and Aquatics calendars</td>
</tr>
<tr>
<td>Downtown Village Streetscape Improvement Project</td>
<td>Construction and project updates</td>
</tr>
<tr>
<td>Fire Department News</td>
<td>Fire preparedness and prevention news, as well as event schedules</td>
</tr>
<tr>
<td>FOCUS City Newsletter</td>
<td>Notification when monthly newsletter is published online</td>
</tr>
<tr>
<td>La Mesa City Council</td>
<td>Reminders when meeting agendas are published</td>
</tr>
<tr>
<td>La Mesa Police Department</td>
<td>Notifications when press releases are issued by the La Mesa Police Department</td>
</tr>
<tr>
<td>La Mesa Police News and Information Bulletin</td>
<td>Notification when weekly Police Department bulletin is published</td>
</tr>
</tbody>
</table>
The website is currently being re-developed, and a new design will be implemented within the next year.

The monthly newsletter is posted on the website, and covers general topics of interest to residents, as well as specific City updates. Elements from the newsletter are also converted to slide images, which are then broadcast on the City TV channel.

Public Safety notifications are handled through the Nixle system, providing breaking alerts when needed to all registered users.

News and announcements, special project updates such as the Downtown Village Street Improvement Project and special events are distributed via Twitter. The City also utilizes NextDoor.com to push out updated public safety messages. Constant Contact is used to provide updates on Community Services classes and activities via e-mail and e-blast.

Two City marqueses, an electronic one at the Civic Center and one at the Community Center provide brief updates to residents. Promotional flyers and brochures are printed for special events, recreational classes and topics of interest to residents such as Grey Water Use, and Emergency Preparedness for residents.

Public Outreach
In addition to the newsletter and website, City staff reaches out to the community at large through a variety of methods, including front counter in-person interactions, fielding telephone calls from the public, public meetings, information booths at special events, online surveys and Town Hall meetings. Every two years the City conducts a statistically valid community survey to garner residents' opinions on City services.

Business Outreach
The City’s outreach to the business community is primarily via the website. The City offers a Guide for New Business, which provides an overview of land use, allowable uses by zone, permitting, development standards for new construction and/or expansion of an existing business. It also contains contact information for city staff, useful links to other agencies and a checklist for getting started.

Businesses can register to become a City vendor via Planet Bid, the City’s on-line bidding system. Business license applications are also available via the website.

Twice a year the City updates its commercial and retail vacancies inventory which is posted on the website. The report provides businesses with property address, square-footage, asking rate, and lease type, and broker contact information. This report is also emailed to area brokers.

Other communication occurs via the newsletter, and direct communications with specific businesses are handled by City staff.
Agency Outreach
City staff communicates with other local cities in San Diego County on a regular basis as well as participate on various county and regional committees. Most state and federal agency communication occurs via electronic methods as well as all legally required documentation. Communication from these agencies and entities that may be of interest to local stakeholders is communicated via the newsletter, website, and the City’s marquees.
Section 2: Competitive Analysis/Case Studies

The idea of increasing Community Involvement and Engagement through marketing efforts is not a unique one to La Mesa. Presented here are four case studies of cities that utilized public engagement and marketing tactics to achieve their unique goals.

These case studies are provided as examples of these types of efforts. They are not intended as examples of specific techniques to be used by the City of La Mesa.

Case Study 1 focuses on increasing home ownership and values. Case Study 2 is an example of concerted resident and stakeholder outreach to build budgetary consensus. Case Study 3 details a business incubator project that is revitalizing a downtown area. Case Study 4 provides an example of a Park serving as an economic engine.

Case Study 1: Heart of Lincoln (Lincoln, Nebraska)  
*Public Engagement and Marketing Techniques to Increase Homeownership Rates*

At the onset of the *Heart of Lincoln* project, activities and target area were not yet identified. The general goal was to promote homeownership in the city’s core neighborhoods because the homeownership rates in these areas were sharply declining.

Ten neighborhoods were chosen to be part of the initial project area. Selections were based on the percent of low-moderate income residents in the neighborhood, the neighborhood’s proximity to Downtown (the heart of the city), and the neighborhood association’s enthusiasm for the project. Realtors, neighborhood association members and city residents living or doing business in the *Heart of Lincoln* were surveyed to assess their perceptions about the core neighborhoods and the kind of work that needed to be done.

Findings:

1. Perceptions of the neighborhoods were much more negative among those people who lived outside of the neighborhoods than those who lived within them.
2. Many neighborhood residents chose to live in the core neighborhoods because they valued the historic homes and environs located there but felt they often needed to explain to friends and family living outside the area why they chose to live “in that part of town.”
3. Realtors expressed the need for programs to promote property improvement, saying that one bad house could “ruin” the image of the whole street.
4. Among the 750 or so licensed real estate professionals in the city, many had little or no knowledge of the *Heart of Lincoln* neighborhoods because they had only sporadic listings there and lived in other parts of town.

As a result, a series of activities was undertaken.

- A home tour was conducted that showcased eight well-maintained homes in the area. The tour was designed to bring non-residents into the neighborhoods to see the area was “better than they thought” and to spur a “domino” effect among neighbors who could see the effect of property investment in homes much like their own. More than 4,000 visitors participated in the tour.
Marketing materials were designed to brand the *Heart of Lincoln* as a historic area of classic homes. A logo, a door poster, and a full-color, professionally-designed large format brochure highlighting the “Top Ten Reasons” to live in the *Heart of Lincoln* were developed and distributed to Realtors and neighborhood residents.

Fact sheets about each of the neighborhoods were created for use by Realtors listing homes for sale. Realtors were encouraged to use the fact sheets and the Top Ten list as sales tools and distribute them at open houses.

A three-credit continuing education class was developed for Realtors to acquaint them with area infrastructure improvements, the historic districts in the neighborhoods, and the goals and activities of the project.

**Project Growth**

As the years passed and the project gained momentum and community support, its scope expanded to encompass broader community revitalization goals. The purpose grew to three aims:

- Promote responsible homeownership
- Build neighborhood pride
- Encourage property improvement

Two additional neighborhoods were added to the list of *Heart of Lincoln* neighborhoods, and project activities broadened as well.

Along with the popular Realtor continuing education classes and the annual home tour which continued to draw large crowds, other interactive programs were established to involve more stakeholders. These include:

- **A website**
- **A Star Rental Program** recognizes and rewards responsible rental property owners while educating the community about good stewardship.
- **A Welcome Packet Program** helps acquaint new property owners with the neighborhood. Over 100 new homebuyers receive packets each year.
- **My Special Neighborhood**, a set of learning activities designed to help neighborhood youth value where they live, focuses on people, places, history, and community improvement. The lessons are used in five Lincoln Public School’s Community Learning Centers.
- **Home Improvement Classes** on topics like how to fix your porch, solve foundation problems, and paint exteriors help property owners learn more about maintenance and motivates them to make improvements.
Outcomes

When the Heart of Lincoln project began in 1997, the city's central core neighborhoods had little public or political support. Density had been increased through years of rezoning and overbuilt multiplexes. Rental rates hovered close to 86% in some areas. Crime had escalated in some neighborhoods, and several well-publicized stories of potential "gang" activities had contributed to a widely held public perception that the area was on a downward spiral and could not be saved. Retail merchants had moved out of the downtown, leaving some large buildings nearly empty. The surrounding neighborhoods were often the focus for street widening projects.

Today, neighborhood associations in the area have spawned active and increasingly successful leadership that has taken up the cause of historic preservation and neighborhood revitalization. When politicians and city leaders talk about the city, their words convey an appreciation for the Heart of Lincoln and its "central historic neighborhoods." More importantly, their actions reflect a commitment to protecting and preserving those neighborhoods. Road widening projects to cut through central neighborhoods resulting in the loss of single-family homes consistently meet strong opposition. Historic homes are often now moved, instead of bulldozed. Within the past two years, new design standards have been adopted for several Heart of Lincoln neighborhoods to protect the integrity of the historic neighborhoods. A major revitalization project designed to reduce flood plain danger, improve transportation and further revitalize Heart of Lincoln neighborhoods is underway, bolstered by federal, state and local funds. And homeownership rates have stabilized or risen throughout the Heart of Lincoln.

Case Study 2: Hampton, VA: Citizen Engagement Makes all the Difference
Public Engagement to Build Consensus

Like many cities across the United States during the recent economic downturn, the City of Hampton, VA, faced a huge budget shortfall of about $19 million. City Manager Mary Bunting knew it would take outside-the-box thinking to find a solution.

As a result, Hampton embarked on one its largest citizen engagement efforts ever, the "I Value" campaign, to get ideas from the community to guide the City Manager and her staff through the tough budget decisions that needed to be made.

What made Hampton residents proud of their community? Which city services did they value most? The "I Value" campaign inspired a broad cross-section of residents to share their visions for the city. Reaching out both in person and online, the campaign brought more residents into the decision-making process than ever before.

The campaign was a huge success, and the city council approved a $412 million budget without major conflicts or controversies. Although there was no way the approved budget could give everyone everything they wanted, the process ensured that everyone's opinions and thoughts were heard, carefully deliberated, and valued.
Case Study 3: Spark Growth: Redefining Business Incubator for Bradenton
Public Engagement to Revitalize Downtown

Terms like "co-working," "soft landing" and others in the realm of business incubation may not be familiar. Even when Spark Growth's Stan Schultes and Sara Hand began the process of setting up Bradenton's only business incubator more than a year ago, it was a foreign concept to many.

"The idea was so new to us in the community, and now it's embraced," says Bradenton Downtown Development Authority Chairman Vernon DeSear. "It's really quite exciting."

Schultes and Hand began looking for space to start the incubator about 18 months ago, and those in the economic development circles saw the value immediately. So much so, Bradenton offered the pair the historic firehouse at 912 Seventh Ave. E.

The building had seen better days as the former town hall in old downtown Bradenton into the 1940s, and then served as a firehouse and police station for decades. Today, renovations have transformed the old firehouse into a potential economic development gold mine for the area while retaining its historic charm.

"Most people are looking for something shiny and new, but we saw a chance to offer something charming, unique and really cool," said Schultes, Spark Growth's director of operations.

Uniqueness is the goal for the innovation center. It offers a variety of opportunities for the existing and hopeful entrepreneurs.

"In today's social media driven world, what used to work doesn't now," said Hand, Spark Growth executive director. "The whole world is completely different now. Companies that are successful are the ones that put the customers in the center and understand they exist to support their customers. It's kind of like the school system exists to support the children, and government exists to support its citizens."

That kind of success is grounded in the co-working concept, where a single idea in one person's mind can be expanded and developed by others in open discussion. Free sessions are offered at the station every Tuesday.

Traditional incubators, said Schultes, are still caught in the old way of doing things.

"They have a maze of offices and you walk in, shut the door and do your work," he said. "It's not an interactive community building process, and that's what we are working hard at here, to build a culture of community collaboration."

Privacy is offered at the Bradenton facility, but Schultes said if someone is just getting started, co-working can surprise people in how much they learn about available resources. And Hand understands it might be a new concept to some, but it doesn't cost them anything to try.
"The old world has a fixed mindset, while this world has a mindset that is more flexible and open to growth," said Hand. "That's why the millennials are so important, because their world is online -- but when you think about it, online is being networked."

Business incubators attract investors looking to be a part of great new ideas, and investors look for projects that involve multiple people -- because together, said Hand, "The project gets bigger, but leaner and more effective with better results."

This moment in history is unique, Schultes notes, because five generations are still in the workforce. The goal, he said, is to bring those generations together.

The station offers multiple ways to do that. Spark Growth puts on weekly educational series where successful entrepreneurs share the secrets to their success and holds community events. Even not at capacity yet, the center has hosted 27 community events and served 339 entrepreneurs in some capacity.

This year, a full incubation program will be offered and the station will receive its soft landing designation, where it will serve as a base for companies outside of the area looking to expand to Bradenton, but will remain headquartered elsewhere. Schultes said it can work the other way around, too, in helping local businesses expand to other areas through the soft landing network with incubators worldwide.

Five international companies have voiced interest in the station's soft landing launch, as businesses continue to look at Bradenton's potential.

"We'll look back in a couple of years and remember this part of it was hard," said Hand. "Someone said Bradenton takes a while to get something started, but once they decide to do it, they get it done. Providing education on how to grow a sustainable business is part of getting that done. Some 70 percent of businesses that start out of an incubator remain in their community."

That, says Schultes, is economic development at the ground level.

Case Study 4: Parks Generating Revenue: The Park at Post Office Square

Park Development as an Economic Development Engine

At 1.7 acres, the Park at Post Office Square in Boston, MA is barely large enough to hold all the awards it has won. Its conception and design have led it to be called "the perfect park", and it has become the focal point for the city's dense, serpentine financial district. Because the park has the feel of a comfortable living room, most visitors - and many Bostonians - have trouble believing that it hasn't always been there.

The park's centerpiece is a walk-through sculptural fountain so user-friendly that in summertime, office workers eating lunch often kick off their shoes to dip their feet in the fountain, unless an entire class of preschoolers has preempted them by stopping to splash. A couple of yards away is a 143-foot-long formal garden trellis, supported by granite columns,
draped with seven species of vines and lit internally by computer-driven mini-bulbs that perform a subtle nighttime show. The jewel-like Great Lawn, raised above the walkways by a granite curb, provides a relaxed retreat, even furnishing a ramped, grassy entryway for wheelchairs. Post Office Square includes an airy, copper-and-glass garden pavilion that houses a year-round café. Seating style fits every mood - stately teak benches, curving steel settees, movable cast-iron café chairs with tables, hundreds of linear feet of inviting polished granite wall, and half an acre of lawn. And under it all are seven floors of parking spaces for 1,400 cars.

The Park at Post Office Square is supported - both physically and financially, by a 500,000-square-foot parking garage, the largest in Boston. This relationship (“Park Above, Park Below”) works.

“The garage functions like a gusher,” wrote Boston Globe architecture critic Robert Campbell, “spuming people and activity continually upward.” The garage gushes more than the 2,000 people who enter and leave the gazebo-covered escalators daily.

It also generates the profits, about $8.6 million a year, to pay for the $76 million development of the park-and-parking-lot; its $2.9 million annual operation; its $1 million local tax bill; and, if things continue to go well, a bit extra to contribute to a maintenance fund for neighborhood parks all over Boston.

“Post Office Square Park has changed Boston forever,” mused the Globe’s Campbell. “The business district used to be an unfathomable maze of streets and buildings without a center. The park provides that center, and all around it, as if by magic or magnetism, the whole downtown suddenly seems gathered in an orderly array. It’s as if the buildings were pulling up to the park like campers around a bonfire.”

In addition, the economic value of the buildings, shops, and hotels on and near the park has risen because of the amenity of Post Office Square - raising city tax receipts and possibly inducing some firms and residents to remain downtown.
Section 3: Stakeholder Research

MJE conducted a focus group with the City of La Mesa's professional leadership team and held conversations with business owners in order to understand and learn about perceptions of the City of La Mesa. We reviewed the detailed resident survey to gather input on La Mesa residents. The knowledge gathered from these effort have informed the development of this Plan.

East County Chamber of Commerce Feedback
To better understand the perceptions of the La Mesa business community, we held informal discussions with members of the East County Chamber of Commerce. This group represents businesses throughout East County. The key findings from these discussions are listed below.

Business-Friendly Perception
The overall perception among those asked was that the City of La Mesa is business-friendly. Members felt that city staff were responsive to their needs, and that doing business in the City was not difficult.

Identity
When we asked members to describe La Mesa, the two most common words used were "family" and "neighborhood". This is in alignment with the feedback from residents and City Leadership.

Communication
When we asked Chamber members about the level of communication they receive from the City, the most common feedback was that there was not a great deal of communication between them and the City. Some were not aware of the various newsletters and lists that are available on the City website.

On June 12, 2015, MJE facilitated a Focus Group consisting of the City of La Mesa professional staff leadership team. Here are the key topics and input from the City Leadership focus group:

Present:
- David Witt, City Manager
- Yvonne Garrett, Assistant City Manager/Director Community Services
- Walt Vasquez, Chief of Police
- Rick Sitta, Fire Chief
- Greg McAlpine, Deputy Fire Chief
- Gregory Humora, Director of Public Works/City Engineer
- Bill Chopyk, Director of Community Development
- Sarah Waller-Bullock, Director of Finance
- Mary Kennedy, City Clerk

Who do you see as your stakeholders?
- Citizens
- City Council
- Each other/staff
• Businesses
• Boards and commissions
• Media
• Public agencies and water district
• Civic groups
• Neighboring municipalities, County and State

**How do you communicate now?**
• Public hearing notices
• News releases
• Email
• Mail
• Nixle - Community alert system
• Email is main source
• Website
• Blogs that provide information about various entities
• Regional meetings

**How do you reach local businesses?**
• No communication to local businesses
• Construction related notices sent
• E-newsletter has general information

**How do you reach out to public?**
• Fielding calls from public (complaints)
• Town Hall meetings
• Community survey
• Neighborhood Watch
• Maybe need Facebook page for groups
• Fire Dept. has many social media channels
• Front counter services

**What is your current service level/performance?**
• Good at customer service
• Little push communications
• Every two years City tracks how they are communicating with residents through the community survey
• 2015 survey resident’s satisfaction in this area went down
• Don’t do a good job of communicating in a way that is more relevant for those that want instant news
• Police department does a good job of reaching people who want to get involved i.e. groups like Lions Club,
• As a City we do not connect as well with average citizens working 9 to 5
• Council wants the City to tell its story, and celebrate the successes publically
How are you communicating with City constituents?
- State law requires posting of public hearing notices with in a 300 to 500 foot radius, City also notifies property owners via e-mail
- Survey on website is another way
- Good at meeting minimum requirements but not beyond that
- Sewer rates and trash rate increases are communicated as per Prop 218 requirements
- News releases are regularly mailed out.
- EDCO has a newsletter that the City can access for certain activities
- Cities that mail printed newsletter have much higher satisfaction rating, according to research company that conducts La Mesa surveys
- Demographics are skewing younger but still perceived as a city for older folks
- City newsletter used to be mailed to all residents but due to budget cuts it became electronic only

Is there anything that the City could be doing a better job with?
- New business establishment...people are coming to the front desk and have no idea about the process to get started
- City may need more visual information for new business owners
- FAQs have worked for fire
- “Putting a face to the government
- Getting face time with citizens leads to constructive conversation
- Marketing tools bridge to one on one conversations
- Personal touch eliminates many perceptions of bureaucracy

What did the Council mean by “the City needs to do marketing”?
- Marketing the ‘Jewel of the Hills’
- Celebrating successes
- Putting La Mesa on the map
- Finest small town in San Diego County
- Parks are accessible
- City staff deliver the message, but not through media

What is the perception of La Mesa now?
- Component of people who blame the city for anything (vocal)
- Satisfaction is high according to survey
- People are happy they just don’t say anything
- No change of perception campaign needed

Perception of crime?
- Majority of citizens are happy
- Homeless population is of concern
- Trolley blamed for everything
- Ebbs and flows
- Easy on easy off location for criminals
- Department is transparent about issues
- Target because they are so transparent
- Perception the City has high property crime (second to National City)
• Media outlets expanding (regional paper and community newspapers)
• Journalism morphing into blogging
• Positive side...sending a quick response that you are looking into the matter is always well received

**Prime things the city is known for?**
• Neighbor friendly
• A small town feel
• Not pretentious
• We have a ‘patina’
• Old logo had a freeway interchange...new one has palm trees (but people don't like palm trees)
• Great neighborhoods

**How do you see La Mesa ten years from now?**
• 60's and 70's was family friendly place- and it still is today
• The population will continue to age
• Families coming back to La Mesa because the City is family friendly
• More young adults
• More transit oriented developments

**Are Downtown merchants changing?**
• Slowly changing
• Some new professional offices
• City investment in streets and changes to parking requirements will bring new development

**Social media - how should the City be involved?**
• Open to instant messaging
• Recognize the demand
• Must create a better unified voice
• PIO training
• Facebook at least gives us a chance to respond
• We're going to get the questions anyway but on our own channel we have a chance to respond
• Takes resources
• Used heavily for downtown construction but it takes a lot of time
• Post to so many channels Nixle, email and social media
• Up the game on quality of content
• Use video more
Section 4: Stakeholder Analysis, Demographics and Current Satisfaction Levels

Identified Stakeholders

The City of La Mesa has a variety of stakeholders, each of whom has unique needs and concerns:

- Residents
- Local Businesses and their Employees
- Civic Groups
- Media
- City staff
- Public Safety staff
- City Council members
- Neighboring Municipalities
- Local and Regional Boards and Commissions
- Public Agencies

The two largest groups of stakeholders for La Mesa are the residents and the business community. Primary messaging and outreach efforts should be focused on these stakeholders. In addition, City and Public Safety staff should be included as targeted stakeholders, to ensure that the entire team is aware of City marketing and engagement efforts.

For external agencies, boards, commissions and neighboring municipalities, the City should continue to communicate via current channels.
Demographic Highlights

The most recent U.S. Census, conducted in 2010, measured 57,065 residents. The demographic breakdown of City residents is shown below, along with comparisons to the State of California as a whole.

<table>
<thead>
<tr>
<th>Age</th>
<th>La Mesa</th>
<th>California</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residents under 5 years old</td>
<td>6.3%</td>
<td>6.8%</td>
</tr>
<tr>
<td>Residents under 18 years old</td>
<td>19.6%</td>
<td>25.0%</td>
</tr>
<tr>
<td>Residents over 65 years old</td>
<td>14.2%</td>
<td>11.4%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Race/Ethnicity</th>
<th>La Mesa</th>
<th>California</th>
</tr>
</thead>
<tbody>
<tr>
<td>White, Not Hispanic or Latino</td>
<td>61.9%</td>
<td>40.1%</td>
</tr>
<tr>
<td>Black/African American</td>
<td>7.7%</td>
<td>6.2%</td>
</tr>
<tr>
<td>Hispanic or Latino</td>
<td>20.5%</td>
<td>37.6%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Household Information</th>
<th>La Mesa</th>
<th>California</th>
</tr>
</thead>
<tbody>
<tr>
<td>Living in same house over 1 year</td>
<td>76.9%</td>
<td>84.2%</td>
</tr>
<tr>
<td>Language other than English spoken at home</td>
<td>21.8%</td>
<td>43.7%</td>
</tr>
<tr>
<td>Homeownership Rate, 2009-2013</td>
<td>45.3%</td>
<td>55.3%</td>
</tr>
<tr>
<td>Persons per household, 2009-2013</td>
<td>2.4</td>
<td>2.9</td>
</tr>
</tbody>
</table>

The City of La Mesa reflects the general demographic trends of the State of California as a whole, with several key differences: The percentage of white, English-speaking residents is significantly higher than the State as a whole. Residents 18 or younger are significantly lower than the State as a whole, and residents over the age of 65 are slightly higher than the State average. Finally, homeownership is 10% lower than the State average.

The City demographics seem to be trending towards a younger population. Comparing the U.S. Census data from 2000 U.S., La Mesa's population under age 5 was 5.6%. In 2010 it was 6.3%. The percentage of residents over age 65 decreased from 20% to 14.2% between 2000 and 2010. The percentage of residents under age 18 decreased slightly from 21% in 2000 to 19.6% in 2010.

Current Opinions

The City of La Mesa conducts regular statistically valid Community Opinion Surveys. The most recent survey, conducted in early 2015, used a combination of mailed invitations, e-mailed invitations, and telephone research to recruit participation in the survey from 825 randomly-selected adult residents. The City was divided into four quadrants, and roughly the same number of surveys were completed in each quadrant.

Overall Satisfaction
An overwhelming majority of residents (90%) shared favorable opinions of the overall quality of life in La Mesa. More than a quarter of residents could not think of anything that city government should do to change or improve the quality of life. 86% percent of residents indicated that they were satisfied with City services.
Safety, Traffic and Parks
Nearly all residents (95%) indicated they felt safe walking along in business and retail areas and in their neighborhood during the day. After dark, percentages lowered, with 66% feeling safe to walk alone at night in business or retail areas, and 73% feeling safe to walk alone at night in their own neighborhood.

83% of residents rated traffic circulation in residential areas as excellent or good. Major streets had a slightly lower percentage of favorable opinions at 61%.

Parks and Recreation garnered high levels of approval, with 81% pleased with the overall quality of local parks and recreation facilities.

Staff Interactions
Only 28% of respondents indicated that they had contact with City staff in the prior 12 months. However, of those, 97% indicated that the staff was professional, 94% indicated that the staff was helpful, and 93% indicated that the staff was responsive.

Communication
69% of respondents indicated they were satisfied with the City’s efforts to communicate with residents. Just under half of the residents indicated that they had visited the City website in the past 12 months.

Conclusions

The City has admirable levels of satisfaction expressed by its residents. Overwhelming numbers indicate feelings of satisfaction with the quality of life, as well as high levels of satisfaction with safety, traffic, and parks.

Staff interactions, among those that had them, were rated highly, but the majority of residents had no interactions within the last 12 months. A majority of residents did indicate satisfaction with the City's communication efforts, but 31% were either unaware of the efforts or not satisfied with them.

The City needs to build on the current outreach and engagement efforts to increase the number of residents who are aware of and participate in these efforts. The majority of residents (72%) had no direct interactions with the City and its staff in a 12 month period. This shows that there is great untapped potential for increased engagement.
Section 5: Strengths, Weaknesses, Opportunities and Threats (SWOT Analysis)

After reviewing current engagement methods, demographic information, and satisfaction survey results, the following SWOT analysis has been developed:

<table>
<thead>
<tr>
<th>STRENGTHS</th>
<th>WEAKNESSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Very satisfied residents - no change in perception needed</td>
<td>• Transparency by Police Department to let residents know about crime via media outlets leads to a perception of increasing crime</td>
</tr>
<tr>
<td>• Residents who are engaged are very involved in City efforts</td>
<td>• Limited engagement with business community</td>
</tr>
<tr>
<td>• Perception of &quot;neighbor friendly&quot;</td>
<td>• Large percentage of residents not directly engaged with City</td>
</tr>
<tr>
<td>• Multi-generational residents</td>
<td>• Lack of a strong City identity</td>
</tr>
<tr>
<td>• Motivated City staff</td>
<td>• No strong hyper-local media source</td>
</tr>
<tr>
<td>• Engaged City Council</td>
<td></td>
</tr>
<tr>
<td>• Strong communication foundation is in place</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPPORTUNITIES</th>
<th>THREATS</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Increase engagement with all residents</td>
<td>• Perception of crime in City</td>
</tr>
<tr>
<td>• Focus on business and retail</td>
<td>• Balance needs of long-time residents with new residents' expectations</td>
</tr>
<tr>
<td>• Promote the small town feel that La Mesa provides</td>
<td>• Limited resources</td>
</tr>
<tr>
<td>• Increase identification and branding of individual neighborhoods</td>
<td>• Built-out community</td>
</tr>
<tr>
<td>• Promote family-friendliness</td>
<td></td>
</tr>
<tr>
<td>• Add new channels of communication - social media, direct outreach, geo- targeting, etc.</td>
<td></td>
</tr>
</tbody>
</table>
Section 6: Branding and Messaging Overview

Positioning
The City of La Mesa is well-positioned to engage residents and visitors with a strong brand message. The City is well-managed, well-situated, and well-developed. The element that is missing is a clear City brand. With careful development, La Mesa can become the true jewel of East County, as well as an oasis of creative culture.

The City has invested time, energy and dollars in creating and using a City slogan and logo. There is no intention to replace these. The existing identity would be supplemented by the creation of a brand identity and creative brief.

Brand positioning should be developed that informs messaging across all platforms. It would build and enhance the current City branding, and create the over-arching story for the City.

La Mesa as a Place for the Creative Class
American economist and social scientist Richard Florida, in his seminal work, The Rise of the Creative Class identified a new core of workers, described as the Creative Class. Comprising about 40% of our workforce, this class includes people “whose economic function is to create new ideas, new technology, and/or creative content.” The Creative Class members are a key driving force for economic development.

La Mesa is positioned to become a mecca for creative class individuals and businesses, attracting creative workers, bohemians, and hipsters looking to set down roots. Furthermore, La Mesa is already an example of the Smart City/Live Work Play environment that is a key element of the SANDAG San Diego Forward Regional Plan.

Brand Development
The crucial next step for the City team is to invest the time and effort in creating a brand for La Mesa that promotes its unique environment and attractiveness to creative class residents and businesses. The current City branding is fairly generic. MJE recommends a brand development effort to work in conjunction with new engagement and messaging efforts. This effort would involve working with the City team to develop a new brand identity for the City that is forward-focusing, and aimed at attracting creative individuals and businesses.

The City should also identify its key resources, such as the business district, its parks, and other amenities, and ensure that these resources are maintained, managed and developed as a top priority.
Key Messages

The City of La Mesa is looking to increase the engagement of all their residents and businesses. Key messages for the City to promote through this increased engagement and marketing are:

- La Mesa’s small town feel
- La Mesa as the creative hub of East County
- La Mesa as a City of Neighborhoods
- Promotion of retail and dining to increase sales tax revenue
- La Mesa as a business friendly city
- Reduce perception of crime
- Develop branding to market La Mesa as a safe, family-friendly city
- Position the City as the source of the most accurate and detailed local information
- Ease and completeness of City website as single-source information destination
Section 7: Messaging Platforms & Tactics

MJE recommends the following tactics to increase engagement with its citizens and businesses.

Develop a Brand

Branding can do two things: define a personality for your company (i.e., Apple, Nike, Merrill Lynch) or make your name/product/service synonymous with the function (i.e., Facebook, Google, Xerox). For the City of La Mesa, branding is also a way to build on the City’s existing assets and reputation. Creating a brand for La Mesa that is emotional and personal creates a pride of place and elevates the reputation of the City. The City has invested time, energy and dollars in creating and using a City slogan and logo. There is no intention to replace these. The existing identity would be supplemented by the creation of a brand identity and creative brief.

MJE recommends development of a Creative Brief for the City of La Mesa to include:

- Overall brand identity and brand story
- Brand objectives
- Brand inspiration
- Graphic identity and treatments (utilizing the existing logo)
- Brand guidelines - fonts, colors, usage

Additional Optional Elements:

- Rollout materials to showcase brand to internal and external stakeholders

Update City Templates

Revised communication templates to better reach out and engage residents and potential residents, the City should engage with them across multiple platforms and in multiple ways. Currently, the City focuses primarily on “Pull” communication platforms, including its website, notification lists, and a posted newsletter. These all require action on the part of the message recipient to receive the messages. In addition to keeping all of these in place, it is our recommendation to add a variety of “Push” communications into the mix, to cast a wider net and reach out across multiple platforms to engage more stakeholders.

Printed informational piece/item mailed to all addresses (residents and businesses)
Although we live in a digital age, nothing can replace the personal nature of printed communication. The immediacy and direct nature of receiving a printed informational piece at a home or business address exposes the City’s messaging to a much wider group of people than an on-line only newsletter. It is also helps keep the City top of mind, which increases
the feeling of engagement amongst recipients. Topics could include important city-wide projects, key City statistics, or other pertinent City information.

**Increased Social Media Messaging**
The City should continue to expand and activate its social media presence. Facebook along with Twitter are the primary channels to use. Since the City is already using Twitter, the City should consider adding a Facebook page. Fresh, interesting content should be created, following the City’s established voice and positioning. A schedule of posts should be developed and maintained with assistance from MJE.

Police and Fire should maintain their own feeds, and these should be linked to the City’s feed.

**Enhanced Public Relations Effort**
There is an opportunity with the continuing reduction of hyper-local news outlets, for the City to reclaim the position of being the primary source of news of local interest. A concerted effort to create and distribute regular news releases and media alerts should be made, creating topics and content that follows the key messages.

**Video**
While the City maintains a YouTube channel, content has not been updated in some time. A steady stream of short videos about a variety of Key Message topics as well as special events or other items of interest should be created and posted, both on YouTube and across Social Media channels.

In addition to preparing video content directly, MJE could also assist the City with training efforts to identify and train key City staff in the production and dissemination of video-based content.

**Business Resource Kit and Economic Development Packet Update**
To create and expand the City’s “business friendly” message, the current Guide for New Business, which is an overview of land use, permitting, and development standards for new construction and/or expansion of an existing business would be updated. The kit will be available in both digital and printed versions. The kit collects in one place all of the resources needed to open or expand a business in La Mesa. It would be distributed at the Front Counter, and also on-line. The updated Kit would be promoted utilizing digital, social media, and public relations channels.

The City has an economic development packet that has not been updated for some time. This packet is provided to brokers and to new businesses interested in relocating to La Mesa. This packet will be updated and promoted.

**Website Design Assistance and Awareness Campaign**
Working with the City and their web development vendor, MJE will provide design and content review and guidance for the updated City website. The goal is to carry the City brand and messaging across all parts of the updated website, so that it both serves as a portal to all things La Mesa, and enhances the City’s marketing and engagement efforts.
In addition, MJE could assist with the development of a retail section of the website, promoting the many shopping and dining options that La Mesa has to offer.

When the upgraded website is unveiled, a specific awareness campaign, positioning the website as the one stop source of all things La Mesa should be launched, utilizing City social media channels and other internal methods of promotion.

Photo Contest
To further the idea of La Mesa as a city of neighborhoods, the City could sponsor a photo contest, via Facebook or Instagram, asking residents to take pictures of their neighborhood. This would not only encourage direct participation from residents, it would also promote neighborhood pride.

Measure Success
MJE will work with City staff to create measurement tools to monitor success of marketing efforts.

Future Phase Options:

Retail Website
To help drive retail, food and beverage sales throughout the City, a specific retail website should be created focused solely on the wide variety of retail offerings. It can serve as both a directory of options and a promotional tool for merchants, with the ability to provide customized, business-specific messaging.

Retail Promotion:
Building on the successful results MJE has provided to the City of Chula Vista, with their Shop Chula Vista Now promotion, a complete promotional program promoting local shopping and dining should be developed. This program will provide branded display items, such as store signage and window clings to be used in the retail stores, and promotional tools and handouts to drive people to the retail website. Information about the retail program would also be featured across other messaging platforms.

Retail Promotion: External Digital/Radio Campaign
With the suggested Retail Promotion in place, we are recommending that the City undertake a targeted on-line advertising campaign, pushing users to the new retail-specific website. These could feature newly-created retail video elements. An additional radio spot or traffic campaign would also be suggested to further increase awareness and web-traffic.

La Mesa Merchandise
As the City continues to develop its brand, logo merchandise could be created and offered for sale on City websites, and at interested merchants. There are several turn-key vendors that provide this service with minimal upfront cost, and the branded merchandise can reinforce the key messaging.
Section 8: 18 Month Activation and Engagement Plan

This draft plan details the proposed timelines for the suggested Messaging and Activation Tactics, covering the 18-month period from July 2015 to January 2017.

July 2015:
- City review of Plan and input provided to MJE
- MJE to finalize plan based on input

August 2015
- Plan finalized
- Review and finalize Social Media and PR Plan

September 2015
- Council approval of Marketing contract
- Brand development
- Develop PR plan for fourth quarter
- Implement social media post strategy
- Provide guidance on best practices for website and design suggestions
- Development of marketing measurement tools

October 2015
- Complete Brand Creative Brief
- Ongoing PR and Social Media efforts
- Media Kit development
- Plan initial La Mesa video and provide select staff training on production best practice
- Ongoing website guidance
- Plan a “Shop/Dine in La Mesa” digital campaign to capitalize on holiday season and completion of the Downtown Village Streetscape Project

November 2015
- Ongoing PR and Social Media efforts
- Shoot initial video
- Media kit delivery
- Ongoing website guidance
- Begin review of Business Resource Kit and Economic Development Packet
- Develop template and estimates for initial informational piece

December 2015:
- Ongoing PR and Social Media efforts
- Execute a “Shop/Dine in La Mesa” digital campaign to capitalize on holiday season and grand opening of the new Downtown Village
January 2016
- Promote Town Hall meetings
- Ongoing PR and Social Media efforts
- Website review
- Media contact policy and training
- Develop content strategy for informational piece

February 2016
- Ongoing PR and Social Media efforts
- Plan and script second video
- Shoot video
- Complete update of Business Resource Kit
- Promotion new website

March 2016
- Develop content for informational printed piece
- Ongoing PR and Social Media efforts
- Promotion of Business Resource Kit

April 2016
- Distribute informational printed piece
- Ongoing PR and Social Media efforts
- Promotion of Business Resource Kit
- Distribute first printed informational piece

May 2016
- Ongoing PR and Social Media efforts
- Launch photo contest
- Plan social media video
- Develop Summer Shopping and Dining Retail Promotion
- Complete update of Economic Development Packet

June 2016
- Ongoing PR and Social Media efforts
- Shoot video
- Completion of photo contest
- Review of marketing measurements
July 2016
- Ongoing PR and Social Media efforts
- Execute Summer Shopping and Dining Retail Promotion
- Promote Economic Development Packet
- Promote commercial and retail vacancy report

August 2016
- Ongoing PR and Social Media efforts
- Plan and script video

September 2016
- Ongoing PR and Social Media efforts
- Shoot video

October 2016
- Ongoing PR and Social Media efforts
- Plan Holiday Retail promotion

November 2016
- Ongoing PR and Social Media efforts
- Execute Holiday Retail Promotion

December 2016
- Ongoing PR and Social Media efforts
- Plan and script video

January 2017
- Ongoing PR and Social Media efforts
- Shoot video
- Promote Town Hall meetings
Social Media and Public Relations Engagement Plan

Introduction

In coordination with La Mesa’s elected officials, City staff is seeking to increase and improve communication with its residents and businesses, as well as promote increased economic activity within the City. The City Council approved a Marketing and Communication Plan in January 2015 which has these guiding principles:

- The City encourages public participation in City government.
- The City will efficiently use available resources.
- The City will seize on opportunities to showcase our assets through a variety of media methods.
- The City will prioritize the promotion of our assets.
- The City will develop communication channels and tools that are perceived as the most accurate source for City government information.
- The City will track and measure the outcomes of the marketing efforts.

As part of the increased outreach and engagement efforts, the City of La Mesa is looking to better utilize social media channels and enhance their public relations efforts. The elements in this Plan are designed to coordinate with the Strategic Marketing and Community Engagement Plan developed by MJE.

Section 9: Social Media Overview

The mark of a successful social media campaign is one that is conceived and managed in proper alignment with overall strategic marketing and public relations goals and objectives. When this is achieved, an organization can deepen its branding and identity, heighten its visibility and increase its credibility among intended audiences.

MJE Marketing will conceptualize and develop social media outreach to: (1) further the City of La Mesa’s social media exposure and build its reputation; (2) build stronger relationships with City stakeholders (residents, businesses, government agencies, news media, like-minded organizations, etc.) and engage them on a consistent basis; and (3) increase overall City website traffic, Twitter followers and Facebook “likes.”

Channel: Facebook

Facebook continues to be strong, diversified social media platform for many organizations and the City of La Mesa must have a presence on the site. The key to delivering user engagement is to keep the look of the profile page fresh, schedule regular content updates and maintain content that is substantive, informative and relevant. MJE recommends three to five posts per week.

The strategy for Facebook is to take advantage of the site’s unique features. Facebook posts are longer than posts intended for Twitter and Instagram, for example. They tell short stories about the City and whenever possible contain an image to support the content.
Channel: Twitter
The short format and timeliness of Twitter makes an ideal platform for emergency communications, updates and news. MJE believes that, initially, the City of La Mesa benefit from continuing to use Twitter to deliver strategic messaging about news and events. Social media exposure is aimed toward increasing interest and discussion by “following” stakeholders on Twitter.

MJE suggests a Twitter presence involving two to four tweets per week, which should help to gather more followers. Messaging would be timely, and aimed at increasing engagement by generating the sharing of the City’s content or driving users to the City website. An audit of all current City-related Twitter accounts will be conducted, and accounts will be consolidated where it makes sense, based on content.

Channel: Nixle
Public Safety notifications are handled through the Nixle system, providing breaking alerts on public safety and traffic issues when needed to all registered users. The City should continue to promote and sign up users for this free service.

Channel: Instagram
MJE understands the City is considering rolling out Instagram as a later phase of the social media platform. Generally, an organization’s most prominent social media presence is on Facebook and Twitter. However, continuous awareness of emerging social media platforms is essential. For example, Instagram has diversified the social media landscape. Instagram is a popular photo-sharing and video-sharing social media site that allows users to edit their photos by applying artistic filters and other photo treatments.

Instagram provides different, more visual relationship marketing opportunities compared to some of the more text-based social media platforms. MJE encourages the City to develop at some point in the future a City-branded Instagram account to build interest and followers. Instagram’s fan base offers the City an ideal opportunity to attract awareness of its various amenities and promote its outreach and engagement efforts.

Section 10: Social Media Goals
The goal is to increase the use and presence of social media in marketing and advertising executions to better take advantage of this format and integrate messaging across all social media channels. With one in five minutes online devoted to social networking sites, more than 1.4 billion Facebook users, over 316 million active Twitter users, over 300 million Instagram users, more than 97 million professionals on LinkedIn, and three billion videos viewed on YouTube every day, social media platforms are a powerful medium that will help the City of La Mesa with brand recognition and overall community awareness.

Section 11: Strategy and Tactics

- Complete a full social media audit. This will offer an overview of possible redundancies in content and users. Review all current social media channels and efforts by both the City and its public safety partners.
• Develop a full and specific social media plan, including monthly scheduled posts with key messages covering a variety of City-related information. Online contests, business features, participatory tactics and highlighting City amenities and resources will drive successful social media campaigns.

• Use social media as a community forum to promote events, post photos of past events, and cross promote other community events. All Facebook pages and Twitter accounts should be monitored and updated regularly to increase frequency, and expand the City’s audience following.

• Address post frequency of all current social media outlets. Social media experts suggest three to five posts per week on Facebook, two to four posts to Twitter a week, and two to four Instagram posts per week in order to hold the interest of followers and to increase the likelihood that they will share posted content and increase visibility. One post strategy is to determine themes for each day to guide content creation i.e. Mondays: Little known La Mesa facts, Tuesdays: Hidden Gems of La Mesa, Wednesday: Meet a La Mesa Business, Thursday: Throwback Thursday - historical images of La Mesa, Friday: Meet City staff etc.

• Optimize social media channels based on the strengths of each platform: Facebook as the main social media channel for information, infographics, narratives, blog posts with unique images; Twitter for events and emergency information; Nixle for public safety and traffic alerts, Instagram for infographics and unique images.

• Employ photo and video based social media platforms, in conjunction with the existing text based social media platforms to further enhance the City’s online presence and create personal relevance for all target audiences online. Content would be created specifically for social media using current best practices, increasing its chance for online engagement.

• Develop clear guidelines for who will post, who will review content, and how comments and questions will be responded to. Ensure that all City responses are in “one voice.”

• Develop and implement cross-posting guidelines with other City-related sites, including Heartland Fire. Determine what content should be shared, and how to maximize likes and increase followers.

• Develop clear and measurable social media program goals, and continuously monitor and report on program progress.

• Provide recommendations of vivid compelling images for a photo library to be used to keep posts visually engaging and boost distribution.

• Provide recommendations on how to optimize images for the proper aspect ratio for Facebook Mobile.
Section 12: Social Media Best Practices Examples

Facebook: City and County of San Francisco

With 253,000 likes, this is a popular page. Content is focused on happenings and news of the area, with most posts having pictures. The Facebook page works in conjunction with the City website.
Facebook: City of Gillette, Wyoming
Gillette is a smaller city in Wyoming, with a population of 31,700. It uses its Facebook page as the main portal of information and news for the City, listing events, updates about City departments, outage and repair information, and public safety information.
Instagram: City of Encinitas
The City of Encinitas offers an example of Instagram best practices. Their quintessential beach location offers the perfect opportunity to share images of the surf, events and unique art.
Section 13: Public Relations

The City of La Mesa currently has an on-going public relations effort, and issues press releases about various City topics, including public safety, construction updates, grant awards, and events. As the City seeks to increase engagement with its residents and businesses, enhancements and upgrades to the current public relations efforts will help further these goals.

In addition, with the shrinking pool of various local news sources, the City is seeking to once again be the primary source of all City-government news and information. The City’s public relations efforts will be coordinated with the overall branding identity. Information about the City will be provided to local and regional media outlets.

Media Communication
MJE will work with the media to promote balanced reporting on La Mesa and seek opportunities for editorial comment and utilize unpaid media to impart important information. MJE will work with the City to utilize print and broadcast media to help convey Information about City and its amenities, news and outreach efforts.

Media Kit/Guidelines Development
MJE will develop a media kit, to include a fact sheet, frequently asked questions and positive article reprints. The press kit will serve as a backgrounder used for the media and can be repurposed to be digitally available on the City website.

MJE will also work closely with City staff to review their current policies pertaining to media coverage and develop clear guidelines for the media response. Examples include who can be filmed or photographed, who can be interviewed by the media and who responds in a crisis. These guidelines are designed to ease the process of covering stories pertaining to La Mesa, allowing for stronger relationships between the City and the media.

Milestone News Announcements
MJE will prepare, distribute and handle media follow-up on a variety of milestone news announcements designed to create and maintain "top of mind" awareness of La Mesa the community and other stakeholders. Additional milestone news announcements will be identified after regular meetings and interaction with City staff.

News, Trend and Feature Stories
MJE will conduct media research, interviewing and information gathering, writing and editing, preparing media distribution lists, and media follow-up of news, trend and feature stories. In addition, MJE will develop story angles with City staff and place stories in appropriate news channels to spotlight La Mesa.
RESOLUTION NO. 2015-

RESOLUTION AUTHORIZING A STANDARD PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA MESA AND MJE MARKETING FOR STRATEGIC BRANDING, MARKETING, AND COMMUNITY ENGAGEMENT SERVICES

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council intends to authorize a standard professional services agreement between the City of La Mesa and MJE Marketing for Strategic Branding, Marketing, and Community Engagement Services.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 8th day of September 2015, by the following vote, to wit:

AYES:
NOES:
ABSENT:

CERTIFICATE OF CITY CLERK

I, MARY J. KENNEDY, City Clerk of the City of La Mesa, California, do hereby certify the foregoing to be a true and exact copy of Resolution No. 2015-____, duly passed and adopted by the City Council of said City on the 8th of September 2015, and by the vote therein recited.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)
STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND MJE MARKETING
FOR STRATEGIC BRANDING, MARKETING AND
COMMUNITY ENGAGEMENT SERVICES

This Agreement is entered into by City of La Mesa as of this _____ day of _____________, 2015 by and
between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and MJE
Marketing hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City has adopted Resolution No. ___________; and

WHEREAS, the City has need for branding, strategic marketing and community engagement
profession services and is willing to compensate Contractor for such services; and

WHEREAS, the City desires to engage Contractor to render certain technical and professional
services in the providing of said professional services; and

WHEREAS, Contractor is qualified to provide said professional services

NOW THEREFORE, the parties do mutually agree as follows:

SECTION 1: ENGAGEMENT OF CONTRACTOR

The City hereby agrees to engage Contractor and Contractor hereby agrees to perform the services set
forth in this Agreement. This Agreement shall be for an initial term from the execution date of the
Agreement through September 2016 and may be renewed for an additional two one-year terms by mutual
written consent of both parties.

SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor shall commence performance of the Project upon execution of this Agreement by both parties.
The term "Project" as used in this Agreement shall include all of the tasks and items listed and described
in Exhibit "A", attached hereto and incorporated herein as part of this Agreement.

SECTION 3: KEY PROJECT PERSONNEL

Contractor agrees to provide the services of Marlee J Ehrenfeld, Chief Creative Officer; Aaron Ishaiek,
Creative Director; Andrew Aiello-Hauser, Director of Marketing and Public Affairs; Amber Lingle,
Marketing Manager; Chris Biele, Public Relations and Social Media Associate; and Chris Chen,
Videographer respectively for the full term of this contract. No substitutions will be made without prior
written approval by the City. The City reserves the right to request specific qualifications for personnel
substituted under this section.

SECTION 4: CONTRACTORS

Contractor will utilize the services of the following sub-contractors during the course of this
study:


ATTACHMENT C
Payment for such services shall be the responsibility of the Contractor. No substitution of proposed sub-contractors shall be made without prior written approval by the City.

SECTION 5: CITY REPRESENTATION

The Assistant City Manager/Community Services Director for the City of La Mesa, or its designated representative, shall represent the City in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the City. This person shall hereinafter be referred to as the "City's Representative."

SECTION 6: RESPONSIBILITIES OF THE CITY

The City will provide the Contractor, or cause to be provided with, the following documents, services and site information, at no charge to the Contractor.

A. Electronic versions of Business Resource Kit and Economic Development Packet and any other reports needed for marketing purposes
B. Access to City's draft website
C. City background information as needed for marketing purposes

SECTION 7: PERFORMANCE SCHEDULE

Both Contractor and the City recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the Contractor and the City. Accordingly, the Contractor shall complete all of the work outlined in Exhibit "A" and described in this Agreement in accordance with the following schedule:

<table>
<thead>
<tr>
<th>TASK</th>
<th>TARGET DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Branding Creative Brief</td>
<td>October 2015</td>
</tr>
<tr>
<td>B. Development marketing measurement tools</td>
<td>September 2015</td>
</tr>
<tr>
<td>C. Provide guidance on website development</td>
<td>December 2015</td>
</tr>
<tr>
<td>D. Provide updated marketing pieces</td>
<td>June 2016</td>
</tr>
<tr>
<td>E. Shop/Dine promotion for Holiday Season</td>
<td>December 2015</td>
</tr>
<tr>
<td>F. Summer Shopping and Dining Promotion</td>
<td>August 2016</td>
</tr>
<tr>
<td>G. Implement Social Media Plan</td>
<td>August 2016</td>
</tr>
</tbody>
</table>

The Contractor shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of City to furnish timely information or to approve or disapprove Contractor's work promptly, or delay or faulty performance by City, or governmental agencies.

SECTION 8: COMPENSATION TO CONTRACTOR

Final payment of fees shall be upon delivery of approved final documents. Progress payments shall be made based upon evidence that the work is progressing satisfactorily as determined by the City's Project Manager and substantiated with detailed invoices. The amount to be billed shall be based on the Contractor schedule of fees for professional services and the actual time
required for each activity. The schedule of fees and estimated time for the project are as shown in Exhibit "A" attached hereto and incorporated herein as part of this Agreement.

The total fee for professional services shall be billed on a time-and-material basis with a total amount not to exceed $56,500 as described in Exhibit "A".

SECTION 9: RECORDS

Contractor shall maintain adequate records to permit inspection audit of Contractor's time-and-material charges under this Agreement. Contractor shall make such records available to the City and to other public agencies responsible for approval, funding or auditing the project, during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records and they will be available only to the City or to public agencies involved with approval, funding or audit functions. Such records shall be maintained by the Contractor for three (3) years following completion of the work under this Agreement.

SECTION 10: METHOD OF COMPENSATION

The City shall compensate Contractor for the services performed hereunder on a monthly basis within thirty (30) calendar days of receipt of Contractor's invoice for the services performed. The Contractor shall provide documentation regarding time-and-material charges sufficient to meet normal auditing practice. Copies of the invoices for materials in excess of $500 and subcontractor charges shall be submitted with the request for periodic payment.

The City shall promptly review invoicing and notify Contractor of any objection thereto in writing within fifteen (15) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

In the event that any undisputed invoice is not paid within thirty (30) calendar days after receipt of the invoice by the City, it shall commence bearing interest on the date that the invoice was rendered at the rate of 1% per month and the City agrees to pay all accrued interest, together with the charges for services rendered.

SECTION 11: ITEMS TO BE DELIVERED TO CITY

The following items shall be delivered by the Contractor to the City of La Mesa:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>TARGET DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strategic Marketing and Community Engagement Plan</td>
<td>September 2015</td>
</tr>
<tr>
<td>Social Media Plan</td>
<td>September 2015</td>
</tr>
<tr>
<td>Branding Creative Brief</td>
<td>October 2015</td>
</tr>
<tr>
<td>Measurement Tools</td>
<td>October 2016</td>
</tr>
<tr>
<td>City Templates and Updates to Economic Dev. And Business Resource Kits</td>
<td>June 2016</td>
</tr>
<tr>
<td>Video Production and Staff Training</td>
<td>June 2016</td>
</tr>
<tr>
<td>As needed Public Relations assistance</td>
<td>June 2016</td>
</tr>
</tbody>
</table>
SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefor will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the Contractor for revisions required by reason of omissions or errors by the Contractor in the preparation of the original document, plans, working drawings, or specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the City, additional services that Contractor could provide, or cause to be provided, include the following:

A. Additional work related to the Project but not included in the Scope of Work.

B. Additional work caused by changes unrelated to the Scope of Work described herein.

Contractor will be compensated for Contractor time and direct personnel expenses as approved by the City. Payment for such additional services shall include Contractor's time at the rates shown on Exhibit "A".

SECTION 14: HOLD HARMLESS

To the furthest extent allowed by law, Contractor shall indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Contractor, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Contractor should subcontract all or any portion of the services to be performed under this Agreement, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

SECTION 15: INSURANCE

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits of liability of not less than:

1. General Liability:
   - $1,000,000 per occurrence for bodily injury and property damage
   - $1,000,000 per occurrence for personal and advertising injury
   - $2,000,000 aggregate for products and completed operations
   - $2,000,000 general aggregate applying separately to the work performed under the Agreement

2. Automobile Liability:
   - $1,000,000 per accident for bodily injury and property damage

3. Employer's Liability:
   - $1,000,000 each accident for bodily injury
   - $1,000,000 disease each employee
   - $1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):
   - $1,000,000 per claim/occurrence
   - $2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event contractor purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

C. DEDUCTIBLES AND SELF-INSURANCE RETentions

Contractor shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Contractor shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City's Risk Manager or his/her designee. At the option of the City's Risk
Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its elected officials, officers, officials, employees, agents and volunteers; or (ii) Contractor shall provide a financial guarantee, satisfactory to City's Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

D. OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its elected officials, officers, officials, employees and volunteers are to be covered as an additional insured as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected officials, officers, officials, employees or volunteers.

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its elected officials, officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its elected officials, officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its elected officials, officers, officials, employees or volunteers.

4. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

6. The Contractor acknowledges that the City requires suitable Workers' Compensation insurance or California permissible self-insurance for all contractors. The Contractor hereby states that it is not subject to California Labor Code Sections 3300, 3301, et seq, requiring employers to provide Workers' Compensation coverage and that no natural persons will be employed by the Contractor pursuant to the Agreement. Contractor further acknowledges that the City has no obligation of any kind to provide Contractor with any additional payments or consideration of any type for injuries or illness which arise out of and in the course of the Agreement.

Contractor agrees to indemnify City from any and all claims arising from any occupational injury or illness. In consideration, City will allow Contractor to perform
under this Agreement without obtaining suitable Workers' Compensation coverage as an independent contractor.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best's rating of no less than A-:VI., and shall be "California-admitted carriers," unless otherwise acceptable to the City. The Contractor may propose alternatives to these requirements, provided the City receives a properly executed casualty reinsurance assumption of risk certificate ("cut-through endorsement").

F. VERIFICATION OF INSURANCE

Contractor shall furnish the City with original endorsements effecting coverage required by this Section. All endorsements are to be received and approved by the City before work commences. Certificates of Insurance are requested for information only, and shall not be accepted as substitutes for endorsements required herein, except for errors and omissions liability insurance. (See Insurance Code Section 384.)

G. PROFESSIONAL LIABILITY

Coverage shall be written on a policy form providing "design professional liability" or "architects and engineers" liability insurance or equivalent coverage. The policy limit shall be no less than one million dollars ($1,000,000.00) per claim and $2,000,000.00 in the aggregate.

SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by Contractor and subcontractors under this Agreement shall be considered the property of the City and will be turned over to the City upon demand, but in any event, upon completion of the Project. The Contractor shall be allowed to retain copies of documents for his permanent records, if desired.

SECTION 17: ASSIGNABILITY

Contractor shall not assign, delegate, or transfer this Agreement or any work hereunder, nor assign any monies due or to become due hereunder, except as expressly stated herein. In no event shall any contractual relation be created between any third party and the City without prior written consent of the City. A consent to one assignment shall not be deemed to be consent to any subsequent assignment.

SECTION 18: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the City's change order procedures.
SECTION 19: NOTICES

All communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at its respective address as follows:

City:
Yvonne Garrett
Assistant City Manager/Community Services Director
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942-5502
(619) 667-1308
FAX (619) 464-3761

Contractor:
Marlee J. Ehrenfeld
President & Creative Director
MJE Marketing
3111 Camino del Rio North, #100
San Diego, CA 92108
(619) 682-3841
FAX (619) 682-3844

The date of notification shall be receipt by the City as evidenced by date stamp affixed to the notice.

SECTION 20: DISPUTE RESOLUTION

The City and Contractor shall submit unresolved claims, counterclaims, disputes, controversies and other matters between them arising out of or relating to this Agreement or the breach thereof ("disputes"), first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

The City shall require that all Contractors agree to submit any unresolved claims, counterclaims, disputes, controversies and other matters between them and the City or the Contractor and/or any sub-contractors of any tier arising out of or relating to their agreement with the City or the breach thereof ("disputes") first to mediation and then if not resolved, to non-binding arbitration prior to initiating suit or judicial proceeding.

SECTION 21: TERMINATION OF AGREEMENT FOR CAUSE OR CONVENIENCE

If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement immediately by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.
In addition to termination for cause, the City may terminate this Agreement for City's convenience upon not less than fifteen (15) day's written notice to Contractor. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement unless said notice provides otherwise. If this Agreement is terminated as provided in this paragraph for City's convenience, the Contractor shall be required to provide to City all finished or unfinished documents, data, studies, services, etc., prepared by the Contractor as may be requested by City and such work shall become City's property upon payment to Contractor for the value of the work performed, less payments of compensation previously made.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

SECTION 22: BUSINESS LICENSE

The Contractor, including all sub-contractors, shall obtain a business license for work within the City of La Mesa pursuant to La Mesa Municipal Code Sections 6.08.010 through 6.08.240.

No payments shall be made to any Contractor until such business license has been obtained, and all fees paid therefor, by the Contractor and all sub-contractors. Business license applications and information may be obtained from the Finance Department, City Administration Building, 8130 Allison Avenue, La Mesa, CA 91942-5502, (619) 667-1118.

SECTION 23: INTEREST OF MEMBERS OF THE CITY

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the Contractor shall take appropriate steps to assure compliance.

SECTION 24: INTEREST OF CONTRACTOR AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. City may require Contractor to complete and submit a Form 700, Statement of Economic Interests, in accordance with applicable law, to City Clerk.

SECTION 25: FACILITIES AND EQUIPMENT

Contractor shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

SECTION 26: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, City shall
not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement.

SECTION 27: TIME

Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.

SECTION 28: CONTRACTOR NOT AGENT

Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

SECTION 29: NON-DISCLOSURE

The designs, plans, reports, investigations, materials and documents prepared or acquired by the Contractor pursuant to this Agreement (including any duplicate copies kept by the Contractor) shall not be shown to any other public or private person or entity, except as authorized by the City. The Contractor shall not disclose to any other public or private person or entity any information regarding the activities of the City except as authorized by the City.

SECTION 30: SUBCONTRACTING

None of the services covered by the Agreement shall be subcontracted without the prior consent of the City. The Contractor shall be as fully responsible to the City for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Contractor shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Agreement.

SECTION 31: CHANGES

The City may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor shall be incorporated to this Contract.

SECTION 32: JOB SITE SAFETY

The general or prime Contractor who is responsible for means, methods and procedures of the project shall be responsible for job site safety.

The prime contractor and all sub-contractors of all tiers shall:

A. Be responsible for the safety of their respective employees as required by law.

B. Come under the jurisdiction and supervision of the general or prime contractor's job site safety program.
C. Exercise reasonable care to avoid risk of injury to others as required by the professional standard of care.

SECTION 33: DATE OF AGREEMENT

The date of this Agreement shall be the date it shall have been signed by a duly authorized representative of City.

IN WITNESS WHEREOF, City and Contractor have executed the Agreement.

MJE Marketing

Date: 9/1/15

By:

Marlee J. Ehrenfeld
President & Creative Director

CITY OF LA MESA,
A Municipal Corporation

Date: __________

By: ____________________________

Mayor

Date: __________

Attest: __________________________

City Clerk

Date: __________

By: ____________________________

David E. Witt
City Manager

Date: __________

By: ____________________________

Yvonne Garrett
Assistant City Manager/
Director of Community Services

APPROVED AS TO FORM

CITY ATTORNEY
Attachment: Exhibit A – Scope of Work and Fee Schedule

L:\CityMgr\Marketing\MJE Agreement\MJE Agreement 08-31-15.doc
MJE Scope of Work:
City of La Mesa Strategic Marketing and Community Engagement
Date: August 11, 2015

Overview
This Scope of Work details the various strategic and tactical activities that MJE Marketing will undertake to help the City of La Mesa with implementation of their Marketing and Communication Plan. The activities will help the City to encourage public participation in City government, prioritize and promote City assets, and develop communication channels and tools that are perceived as the most accurate source for City government information. All marketing effort outcomes will be tracked and measured.

Project 1: City Brand Development
Cost: $6,500
Completion: October, 2015

Project Description:
The City of La Mesa is in need of a Brand Identity that can be carried through all communication and marketing efforts. The Brand Identity does not replace or alter the current City logo or slogan. The Brand Identity serves to unify all communication and marketing efforts, and provide the foundation for these efforts. The Creative Brief is developed through careful study and research of the City, its history, and its goals.

Deliverables:
- Complete Creative Brief
- Creative inspiration
- Overall La Mesa brand identity and the brand “story”
- Brand objectives and goals
- Brand usage guidelines (to work within existing logo and slogan guidelines)
- Brand Rollout Materials to showcase the new brand identity to internal and external stakeholders
- Revised City presentation folder artwork
Project 2: Ongoing Strategic Marketing Activities

Cost: Annual 12-month budget not to exceed $50,000 (includes video production work and training.)

Term: Initial 12 months from September 2015 to August 2016

Utilizing the Brand Identity developed in Project 1, MJE will assist the City with a variety of tactical marketing activities.

As an added value, MJE will provide access to our interactive web-based Project Management system, enabling enhanced collaboration and real-time monitoring of all projects, tasks, and deliverables.

The projects and activities that are planned to occur within the first 12-month period include the following, and are based on the timeline in Attachment A (Strategic Marketing and Community Engagement Plan):

- Develop and assist with on-going implementation of a Social Media and PR Plan. MJE will develop 12 to 16 social media posts a month.
- Assist with City website update by reviewing design and incorporating Best Practice recommendations
- Provide on-going assistance with design and rollout of new website.
- Plan and execute a Shop/Dine in La Mesa digital holiday 2015 promotion.
- Review and update Business Resource Kit and Economic Development Packet. (Printing and production are not included.)
- Create and execute informational mailer to all residents (Printing, production and postage are not included.)
- Create and execute summer 2016 Shopping and dining digital promotion
- Develop and implement resident and business photo contest and other social media engagement strategies
- Provide as-needed marketing and community engagement assistance
- Provide Written monthly reports describing project activities and progress, any schedule variances, budget update and frequent communication with the project manager to insure that a mutually agreeable product is being developed
- Develop and provide tools to the City for measurement of results, including media exposure value, analytics for social media and performance audits

Project 3: La Mesa On-Line Video

Cost: $8,500 to $10,000, depending on final scope, length and approved script

- Create, shoot and edit an initial City of La Mesa video highlighting the City’s virtues for use on social media and website
Project 4: Staff Video Production Training

Cost: $3,200 to $5,500

- Conduct training for City staff to enable them to produce short web videos internally

MJE will bill on a time and materials basis against a not-to-exceed total contract amount of $50,000 for the initial 12-month period of time.

Media buys are not included within the not to exceed annual amount. MJE charges a 12% coordination fee for time and service on the net value of all media buys.

Printing and outside production costs are not included within the initial annual not-to-exceed amount.

Work will be performed on a time and materials basis at the following hourly rates:

- Marlee J Ehrenfeld, President and Chief Creative Officer, $180/hour
- Andrew Aiello-Hauser, Director of Marketing and Public Affairs, $150/hour
- Aaron Ishaeik, Creative Director, $150/hour
- Tarsha Morant, Chief Marketing Officer, $150/hour
- Chris Biele, Public Relations Associate, $100/hr
- Amber Lingle, Marketing Manager, $100/hr
- Walker LaFee, Designer, $85/hr
- Chris Chen, Videographer, $125/hr
- Kaiya Sieber, Production and Traffic Associate, $75/hr
- Kristen Byrne, Vice President of Public Affairs, $170/hr
- Administrative Support, $50/hr
CERTIFICATE OF CITY/DIRECTOR OF FINANCE

Certification of Unappropriated Reserves

I HEREBY CERTIFY that the money required for the appropriation of funds for the purpose as docketed is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unappropriated.
Amount $ __________________ Fund ____________________________

Purpose

________________________________________________________

Director of Finance
City of La Mesa

Date ______________ By ______________________________________

Unappropriated Reserves Available Balance $ _______________________

Certification of Unencumbered Balance

I HEREBY CERTIFY that the indebtedness and obligation as docketed can be incurred; that sufficient monies to meet the obligations are actually in the Treasury, or are anticipated to come into the Treasury to the credit of the appropriation from which the same are to be drawn; and that said monies now actually in the treasury, together with the monies anticipated to come into the Treasury, to the credit of said appropriation are otherwise unencumbered.

Amount Not to Exceed $56,500.00

[Signature]
Director of Finance
City of La Mesa

Date: 09/02/15       By: Yvonne Garrett

Fund: 1301, 1321
Dept./Activity: 1301-6430; 1321-6430 $41,000.00 from account 1301-6430

(available $50,000.00) $15,5000.00 from account 1321-6430 (available $30,000.00)

Purpose: Funds for specialized professional services to provide Strategic Branding,
Marketing, and Community Engagement Services.

CERTIFICATE NO. 1471
DATE: September 8, 2015
TO: Mayor and City Council
FROM: City Attorney
SUBJECT: Obligations Regarding the Purchase of County Land for the Siting of the Interim Library Facility and Library Operations (for both an Interim and Permanent Library)

At your last Council meeting, John Schmitz commented on the City’s obligations regarding the above-reference matter. This memorandum serves to clarify those obligations.

In short, if sufficient local, state or federal funding is not available for the City to construct a permanent library facility (of approximately 32,000 square feet), and the City fails to do so by March 14, 2018, then the City is obligated to pay the County the fair market value for the parcel that the former library was sited upon, based upon an appraisal established as of that same date. Additionally, obligations related to library operations are shared by the City and County pursuant to a 40 year library services agreement and its key provisions are identified below.

A. Obligations regarding the purchase of County Land for the Siting of the Library.

On March 14, 2006, the City executed a purchase agreement to acquire Assessor's Parcel No. 470-250-13 (the "Parcel"), which consists of the ground that the former library was sited upon (the “Purchase Agreement”). Recital “C” of the Purchase Agreement states as follows:

"The Parties desire to execute this Agreement for the purpose of facilitating the construction and development of the City’s new Police Station, a new interim library facility and possible future new permanent La Mesa Branch library. Both library facilities will house County library operations (emphasis added.)"

By way of background, the Purchase Agreement, among other things, obligated the City to: (1) pay the purchase price of One-Dollar ($1.00) for the Parcel; (2) design and construct the new interim library; (3) relocate the old library; and (4) supply all furniture, fixtures, and necessary equipment to the new interim library. Additionally, the Purchase Agreement obligated the County to supply phone and computer equipment to the new interim library.

For purposes of this memorandum, the following sections of the Purchase Agreement are significant:

Section 2.1.5:
"City shall pursue funding sources, (local, state or federal) for construction of a permanent library facility."
Section 2.1.6:
Subject to the availability and securing of sufficient local, state or federal funding, City shall pursue construction of a permanent library facility of approximately 32,000 square feet for County library services at its sole cost and supply furniture, fixtures, equipment, and any other materials necessary for library operations, to the reasonable satisfaction of the County, in accordance with the following:

a. Construction shall commence no later than ten (10) years after the effective date of this Agreement. [March 14, 2016]

b. Construction shall be completed and final inspection approval from the appropriate Building Official received no later than twelve (12) years after the effective date of this Agreement... [March 14, 2018] (emphasis added.)"

As you will note, the phrase "possible" in recital "C" of the Purchase Agreement (as emphasized above) indicates that the City and County contemplated and anticipated that the obligation to construct a future new permanent La Mesa Branch Library may expire or never materialize. This is manifested by the language "subject to the availability and securing of sufficient local, state or federal funding" in Section 2.1.6 (as emphasized above).

Furthermore, Section 2.2 of the Purchase Agreement provides that the City shall construct the future permanent library no later than March 14, 2018 (i.e., 12 years after the effective date of the Purchase Agreement) pursuant to Section 2.1.6; and, if the City fails to do so, it is obligated to pay the County the fair market value for the Parcel based upon an appraisal established as of that same date. The Purchase Agreement does not specify a precise date for payment. However, since the appraisal would be established as of March 14, 2018, payment should be tendered as near to that date as possible. Specifically, Section 2.2 states:

"In the event County transfers the Property to City, and City fails to construct the permanent library facility in accordance with paragraph 2.1.6, City shall pay County the Fair Market Value for the Property, as of the date established pursuant to 2.1.6(b)..."

It is important to note that the City staff has made multiple attempts to secure funding for the construction of a permanent library facility. However, to date, such attempts have been unsuccessful.

In conclusion, if sufficient local, state or federal funding is not available for the City to construct a permanent library facility (of approximately 32,000 square feet), and the City fails to do so by March 14, 2018, then the City is obligated to pay the County the fair market value for the Parcel based upon an appraisal established as of that same date.
B. **Obligations regarding library operations (for both an interim and permanent library)**

Obligations regarding library operation (for both an interim and permanent library are contained in a 40 year library services agreement executed on November 3, 2005. The key provisions include the following:

- Should the City fail in its efforts to secure funding to construct a Permanent Library, the Agreement will continue in full force and effect for the provision of library services at the interim library facility.
- The City is responsible for design and construction of both the Interim Library and the proposed Permanent Library.
- Property maintenance will primarily be the responsibility of the City, including heating, ventilation, and air conditioning equipment (HVAC); plumbing, solid waste and recycling; carpeting/floor covering (including cleaning, repair, and replacement); interior and exterior paint; interior and exterior windows; built-ins; lighting fixtures and bulbs (including cleaning and replacement); landscaping; and parking lots. The County will maintain and repair the book theft detection system; shelving; furniture (including cleaning, reupholstering or replacement); lounge appliances; and any other furnishings and equipment added by the County.
- The City will be responsible for all utility costs, including costs of electrical, water, sewer, and all custodial services. Telephone services for direct library service will be the responsibility of the County. Telephone services for all community rooms in the Permanent Library will be the responsibility of the City.
- The County will provide to La Mesa Library patrons the full range of library services currently provided system wide by the San Diego County Library including, but not limited to, library administration services, circulation services, technical services, information system services, adult services, children's services, reference and readers advisory services, and public programs.
- All community rooms proposed for the Permanent Library will be operated, supervised, maintained and managed by the City. All room reservations, policies and revenues will be the responsibility of the City.
- The City will provide a Library Facility Coordinator to administer the City's responsibilities.

cc: City Manager

Attachment A – Purchase Agreement
Attachment B – Library Services Agreement
REAL PROPERTY AGREEMENT
AND JOINT EССROW INSTRUCTIONS

This Real Property Agreement ("Agreement") is entered into as of March 14, 2006 ("Effective Date"), by and between THE COUNTY OF SAN DIEGO, a political subdivision of the State of California ("County"), and THE CITY OF LA MESA, a California Municipal corporation ("City"), collectively ("Parties") with reference to the following facts:

RECTLALS

A. County is the owner of Assessor's Parcel No. 470-250-13 consisting of approximately 21,334 square feet of land and 11,108 square feet of building improvements ("Property"), as described in Exhibits "A" and "B" attached hereto, incorporated herein by these references.

B. City desires to purchase the Property from County and County desires to sell the Property to City for the price and under the terms and conditions specified herein.

C. The Parties desire to execute this Agreement for the purpose of facilitating the construction and development of the City's new Police Station, a new interim library facility and possible future new permanent La Mesa Branch Library. Both library facilities will house County library operations.

D. The "Library Services Agreement Between the City of La Mesa and the County of San Diego for the Provision of Library Services at Both an Interim and Permanent Library", dated November 3, 2005, shall govern library operations and maintenance responsibilities of the interim and permanent library facilities.

E. This Agreement constitutes a purchase and sale agreement and joint escrow instructions to the Escrow Agent identified herein.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1
DEFINITIONS

As used in this Agreement, the following terms shall have the following definitions:

"Close of Escrow" means the conveyance of the Property from the County to the City and the closing of the transaction as described in this Agreement.

"Closing Date" means the date mutually agreed to by the City and County upon the Opening of Escrow.
“Escrow Agent” means Commonwealth Land Title Insurance Company located at 1455 Frazee Road, San Diego California, 92108 (and also means Title Insurer).

“Exception” means any encroachment, overlap, boundary line dispute or other matter that affects title to the Property as shown in the Preliminary Title Report (“PR”) as described in Article 5.

“Grant Deed” means that document which is in substantially the same form as Exhibit B.


“Hazardous Materials” means substances that are flammable, explosive, asbestos, radioactive or toxic, and any substances defined or regulated as hazardous substances, hazardous materials, toxic substances or hazardous waste under any Hazardous Materials Laws.

“Interim Library Site” means that location shown on Exhibit C.

“New Exception” means any encroachment, overlap, boundary line dispute or other matter not shown on the PR that materially or adversely affects title to the Property shown on any preliminary title report issued after the initial PR and has been issued by Commonwealth Land Title Insurance Company.

“Opening of Escrow” means the date on which the City and County establish an escrow. Such date shall occur after construction of the new Interim Library in accordance with sections 2.1.2, 3.1 and 3.2 of this Agreement.

“Permanent Library Site” means that location shown on Exhibit C.

“Permitted Exceptions” mean those matters shown on the approved Title Report under Article 5 and matters excepted or excluded from coverage by the printed terms of the Title Policy’s standard form.

“Title Policy” means a standard form California Land Title Association Title Insurance Policy.
ARTICLE 2
CONSIDERATION TO CONVEYANCE AND TERM

2.1 The monetary consideration that City agrees to pay and County agrees to accept for the Property ("Purchase Price") shall be One Dollar ($1.00). The non-monetary consideration shall be:

2.1.1 City shall pay for all contract costs associated with the architectural services for designing an interim and a permanent library facility. Final design of the interim and permanent library facilities, including furniture, fixtures, and equipment ("FF&E") shall be to the reasonable satisfaction of the County.

2.1.2 City shall construct an interim facility of approximately 10,000 square feet for library services at its sole cost and supply furniture, fixtures, equipment, and any other materials necessary for library operations to the reasonable satisfaction of the County. Satisfaction shall be evidenced in the form of written notice from County to City. Except as otherwise required in this Article, County may occupy the interim facility at no expense or cost to the County.

2.1.3 City shall bear costs associated with moving the library collection and furnishings from the existing library site to the Interim Library Site in an amount not to exceed $15,000. County shall be responsible for moving its computer and phone equipment to the Interim Library Site.

2.1.4 City shall supply all furniture, fixtures and equipment ("FF&E") for library operations at the Interim Library Site, excluding phone and computer equipment which shall be provided by County. Where feasible, and with County’s approval, existing FF&E may be utilized.

2.1.5 City shall pursue funding sources (local, state or federal) for construction of a permanent library facility.

2.1.6 Subject to the availability and securing of sufficient local, state or federal funding, City shall pursue construction of a permanent library facility of approximately 32,000 square feet for County library services at its sole cost and supply furniture, fixtures, equipment, and any other materials necessary for library operations, to the reasonable satisfaction of the County, in accordance with the following:

a) Construction shall commence no later than ten (10) years after the effective date of this Agreement.

b) Construction shall be completed and final inspection approval from the appropriate Building Official received no later than twelve (12) years after the effective date of this Agreement; and
c) Satisfaction shall be evidenced in the form of a written notice from County to City.

d) Except as otherwise required in this Article, County may occupy the permanent library facility at no expense or cost to the County.

2.2 In the event County transfers the Property to City, and City fails to construct the permanent library facility in accordance with paragraph 2.1.6, City shall pay County the Fair Market Value for the Property, as of the date established pursuant to paragraph 2.1.6(b). Determination of Fair Market Value shall be based on the appraisal process outlined below:

a) A qualified MAI appraiser shall determine the fair market value of the County Parcel. The land legally described in Exhibit “B” shall be the basis for this appraisal. The appraiser shall be provided a "Letter of Instruction", a draft of which is attached here as Exhibit “D”, stating that the determination of fair market value will be based on a professional office use. The instructions shall require the appraisal to be based upon approaches to establishing value mandated by the Appraisal Standards Board of the Appraisal Foundation, or its successor organization.

b) The Parties shall attempt to select the appraiser upon mutual agreement.

c) City shall pay for the cost of the appraisal.

d) In the event the Parties cannot mutually agree on an appraiser and therefore the appraised value, the process set forth in Exhibit E, shall be used.

2.2.1 City shall bear all reasonable costs associated with moving the Library collection and furnishings from the Interim Library Site to the Permanent Library Site. County shall be responsible for moving all of its computer and phone equipment to the Permanent Library Site.

2.3 Term. This Agreement shall become effective upon its Effective Date and shall terminate twelve (12) years thereafter, unless modified, in writing, by the Parties.

ARTICLE 3
CONDITIONS PRECEDENT TO CONVEYANCE

3.1 City shall construct an interim library facility at the Interim Library Site in accordance with paragraph 2.1.2.

3.2 City shall receive final inspection approval from the appropriate Building Official for the Interim Library facility.
3.3 City shall terminate the Fine Arts Center lease, which occupies 3,006 square feet of space in the County library building on the Property.

3.4 City shall reimburse County for moving expenses incurred by County associated with moving the Library collection and furnishings from the existing library site to the Interim Library Site in an amount not to exceed $15,000. Such reimbursement shall be made through escrow.

**ARTICLE 4**

**ESCROW**

4.1 Escrow Agent. Escrow Agent is designated, authorized and instructed to act in accordance with the terms of this Agreement.

4.2 Opening of Escrow. Opening of Escrow shall occur within five (5) days after written notice from both Parties, that the terms and conditions precedent to conveyance under Article 3 have been satisfied, is delivered to Escrow Agent.

4.3 Escrow Instructions. This Agreement shall constitute initial escrow instructions to Escrow Agent. The Parties shall execute a copy of Escrow Agent's general conditions and any additional escrow instructions reasonably required by Escrow Agent to consummate the transaction provided for herein after Opening of Escrow; provided, however, such additional escrow instructions shall not modify the provisions of this Agreement, unless such instructions (a) state the modification in full, and (b) are signed by both Parties. In the event of any conflict between the terms of this Agreement and the terms of Escrow Agent's general conditions, the terms of this Agreement shall prevail.

4.4 Deliveries to Escrow. On or before the Closing Date, each Party shall timely deliver to Escrow Agent the funds and documents required to cause the Close of Escrow. Without limiting the generality of the foregoing, the Parties shall deliver to Escrow Agent the following:

4.4.1 County's Deliveries.

(a) The Grant Deed conveying the Property to City, duly executed by County and acknowledged in recordable form conveying to City good and marketable fee simple title to the Property, subject only to the Permitted Exceptions;

(b) An affidavit executed by County to the effect that County is not a "foreign person" within the meaning of Internal Revenue Code Section 1445, as amended;
(c) An assignment executed by County, assigning to City all of County's right, title, and interest in all permits, licenses and intangible assets to the Property, if applicable;

(d) An affidavit executed by County as contemplated by Revenue and Taxation Code Section 18805 and 26131, as amended;

(e) Funds, as required to satisfy, any delinquent taxes, together with penalties and interest thereon, and any delinquent assessments or bonds as of the Close of Escrow;

(f) Funds, as required to satisfy, County's share of taxes and assessments owed by the County for the assessment year in which the escrow closes, if unpaid at Close of Escrow;

(g) Funds, as required to satisfy, demands of mortgagees and trustees in accordance with conditions of notes and other obligations secured by mortgages and deeds of trust;

(h) Funds, as required to satisfy, demands, including charges and costs, of any other lien holders of record, including creditors with recorded abstracts of judgment;

(i) Funds, as required to satisfy, reconveyance fees, trustee's fees, and forwarding fees for any full reconveyance of a deed of trust or full release of a mortgage; and

(j) Any and all additional documents which may be necessary to transfer title to the Property to City as specified in this Agreement or otherwise required by law.

4.5 Completion of Documents. Escrow Agent is authorized to complete the documents deposited by the Parties into Escrow, when appropriate and consistent with this Agreement.

4.6 Prorations, Escrow Fees and Costs.

4.6.1 Prorations. Escrow Agent shall prorate real estate taxes and assessments, if any, based upon the latest information available in the office of the taxing or assessing authority, as of the Closing Date. All prorations shall be made on the basis of a 30-day month and a 365-day year, unless the Parties otherwise agree in writing. All taxes due and payable on the Closing Date are to be paid directly to the Office of the San Diego County Tax Collector.
4.6.2 **City's Payments.** City shall pay:

a) Escrow Agent's entire escrow fee;

(b) The entire cost of the Title Insurance Policy described in Article 5 and the full cost of any ALTA portion of the Title Insurance Policy and any endorsements or extended coverages, if requested by City; and

(c) Other "seller's and buyer's charges and expenses," in accordance with the customary practices of Escrow Agent.

4.6.3 **Default.** Notwithstanding the foregoing, in the event of a default by County or City hereunder, all cancellation and other escrow charges shall be paid by the defaulting party.

4.7 **Existing Encumbrances.** Escrow Agent is authorized to secure beneficiary demands and requests for reconveyance for those monetary liens, which are not Permitted Exceptions. County has the right to approve all demands and statements described in this Section, but approval shall not be unreasonably withheld or delayed.

**ARTICLE 5**

**TITLE MATTERS**

5.1 **Preliminary Title Report.**

5.1.1 City shall obtain a Preliminary Title Report ("PR") issued by Commonwealth Land Title Insurance Company reflecting the status of title to the Property.

5.1.2 **Approval of Condition of Title.** City shall have five (5) days, following receipt of the PR, to notify County of City's approval of the condition of title to the Property, as reflected in Schedule B of the PR, subject only to Permitted Exceptions. If the City objects to any Exception(s) reflected in Schedule B, and such Exception(s) cannot be cleared from title then, City may elect, at any time prior to the Close of Escrow, to either (a) waive any objection it may have to such Exception; or (b) terminate this Agreement.

5.1.3 **Amendment of PR.** If any New Exceptions arise, then City may elect, at any time prior to Close of Escrow, to either (a) waive any objection it may have to such New Exceptions and accept title to the Property subject to such New Exceptions; or (b) terminate this Agreement.

5.2 **Title Insurance.** Title Insurer shall issue a Title Policy insuring City's title to the Property in the amount of its current market value, subject only to the Permitted Exceptions.
ARTICLE 6
CLOSE OF ESCROW

6.1 Conditions to Close of Escrow. Close of Escrow shall be subject to satisfaction of each of the following conditions precedent for the benefit of the Parties:

(a) The Title Insurer's written agreement to issue or issuance of the Title Policy described in Article 5, subject only to the Permitted Exceptions.

(b) The continued accuracy of the representations and warranties of County set forth in Article 7.

(c) Delivery of a notice letter from County acknowledging that all the Conditions Precedent to Conveyance, as set forth in Article 3 of this Agreement have been satisfied.

6.1.1 Waiver of Conditions. City may unilaterally waive, in writing, the condition described in Section 6.1(a).

6.1.2 Failure of Conditions. If any of the foregoing conditions in this Article are neither satisfied nor waived, either Party may terminate this Agreement and the escrow by giving written notice of termination to the other Party and Escrow Agent. In the event of such termination, City shall be relieved of any obligation to purchase the Property, but shall pay any costs associated with this Agreement. Such termination shall not limit any other legal rights and remedies available to County if the failure of conditions is the result of a default by City.

6.2 Distribution of Funds and Documents. On the Closing Date, Escrow Agent shall:

6.2.1 Payment of Encumbrances. Pay the amount of those monetary liens which are not Permitted Exceptions to the obligees thereof, in accordance with the demands approved by County, utilizing funds which shall be deposited in escrow by County.

6.2.2 Recordation of Documents. Submit to the County Recorder of San Diego County the Grant Deed for the Property and any other document to be recorded under the terms of this Agreement or by general usage and, after recordation, cause the County Recorder to mail the Grant Deed to the City, and any other document recorded pursuant hereto to that person acquiring rights thereunder for whose benefit said document was recorded.

6.2.3 Non-Recorded Documents. Deliver by United States mail (or hold for personal pickup, if requested):
(a) The Title Policy to City;
(b) One signed copy of Escrow Agent's closing statement showing all receipts and disbursements of the escrow to both the City and County;
(c) As described in Section 4.4.1(b)-(d), the Assignment, FIRPTA Affidavit, and the Withholding Affidavit.
(d) Each other non-recorded document received hereunder to the payee or person acquiring rights thereunder or for whose benefit said document was acquired.

6.2.4 Distribution of Funds. Deliver by United States mail (or as otherwise instructed by the receiving party):

(a) To County, the cash portion of the Purchase Price, adjusted for charges, credits and debits provided for herein; and
(b) To County, any excess funds delivered to Escrow Agent by County.
(c) To County, City's payment for reimbursement of moving costs.
(d) To City, any excess funds delivered to Escrow Agent by City.

ARTICLE 7
COUNTY'S REPRESENTATIONS AND WARRANTIES

7.1 County's Representations and Warrants. County warrants that as of the date of this Agreement and as of the Close of Escrow:

7.1.1 Authority. County has full legal right, power and authority to execute and fully perform its obligations under this Agreement, without the need for any further action; and the persons executing this Agreement and other documents required hereunder on behalf of County are the only persons required to execute such documents to legally effect the transactions contemplated hereby and are fully authorized to do so.

Concurrently with execution of this Agreement, County shall deliver to City:

(a) Written evidence verifying that the persons executing this Agreement have the authority to execute all documents and grant all approvals required in connection with County's performance under this Agreement; and
7.1.2 **Title Matters.** Following the Effective Date of this Agreement, County is prohibited from creating new exceptions to title to the Property except for renewals of existing leases and licenses terminable upon thirty (30) days' notice, and from creating, or permitting the creation of any exceptions to County's title to the Property, without City's prior written consent, which shall not be unreasonably withheld.

7.1.3 **Claims, Litigation.** To County's actual knowledge, there is no pending litigation, proceeding or governmental investigation relating to the Property, and County has no knowledge of any material basis for any such claim, litigation, proceeding or governmental investigation.

7.1.4 **Governmental Regulations.** County has received no notice of violation of any applicable zoning regulation or ordinance or other law, order, ordinance, rule, regulation, code or requirement affecting or relating to the construction, use or occupancy of the Property (collectively, "Governmental Regulations"), nor any notice of violation of any covenant, condition or restriction affecting the Property. To County's actual knowledge, the Property is in material compliance with all such Governmental Regulations and covenants, conditions and restrictions.

7.1.5 **Hazardous Materials.**

(a) To County's actual knowledge and with the exception of the materials identified in Exhibit "F", "Asbestos Notification Report": (1) no Hazardous Materials (as defined herein) have been generated, treated, stored, deposited, disposed of or released on the Property, or within any surface or subsurface waters thereof; (2) no underground tanks have been located on the Property; and (3) there are no substances or conditions in or on the Property which may support a claim, cause of action or liability under any Hazardous Materials Laws (as defined herein) or to any third party.

7.1.6 **Material Facts.** No representation or warranty made by County contains any untrue statement of a material fact or omits a material fact necessary to make such statements not misleading.

7.2 **Survival of Representations.** The representations given by County in this Article 7 shall be true as of Close of Escrow and delivery of the Grant Deed to City. For purposes of this Article, the term "actual knowledge" of County shall mean the actual knowledge of the Director of General Services without investigation or inquiry or duty of investigation or inquiry.

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**ARTICLE 8**

**ADDITIONAL OBLIGATIONS**

8.1 **Access to Property.** County shall allow City and its agents reasonable access to the Property, upon reasonable notice to County, for the purpose of inspecting, surveying and testing the
same, including examination of soils, environmental factors, Hazardous Materials and archeological information, and for other purposes reasonably related to City's right to purchase the Property as provided herein; provided, however, in connection with any such entry, City shall perform all work in a safe manner, shall repair any damage to the Property, and shall indemnify County as provided in Section 8.2, below. City shall have up to sixty (60) days from the Opening of Escrow to object to the condition of the property based on the due diligence performed and shall have the unilateral right to terminate this Agreement with County if such condition is unacceptable to City.

8.2 City's Indemnity. City shall indemnify, hold harmless and defend County from and against any and all liens, claims, liabilities, losses, damages, costs, expenses, suits or judgments for labor performed or materials furnished to or for City, or for injuries to person or property damage, arising out of any accident or occurrence in any way connected with entry upon, testing or inspection of the Property by City or its agents pursuant to Section 8.1 of this Agreement.

8.3 Possession. Possession of the Property shall be delivered by County to City on the Closing Date upon recordation of the Grant Deed.

ARTICLE 9
TERMINATION OF MOU

By entering into this Agreement, the Parties hereby terminate the Memorandum of Understanding entered into on November 3, 2005, causing it to no longer have any effect.

ARTICLE 10
GENERAL PROVISIONS

10.1 Assignment. Neither City nor County shall have the right to assign their respective rights or obligations under this Agreement without the written consent of the other party.

10.2 Brokers and Finders. Each party represents and warrants to the other that (a) it has not engaged or dealt with any broker or finder (collectively, the "Brokers") in connection with this transaction, (b) it has not acted in a way that would entitle any Brokers to any commission, and (c) it shall defend, indemnify and hold the other party harmless from all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or related to any assertion by any broker or finder contrary to the foregoing clauses (a) and (b) where the same is based upon the acts or alleged acts of the indemnifying party.

10.3 Contingency. This Agreement shall bind the County only following its approval by the Board of Supervisors and execution by the authorized signatory and shall bind the City only following its approval by the City Council and execution by the authorized signatory.
10.4  **Entire Agreement.** This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are superseded.

10.5  **Exhibits.** All exhibits referred to herein are attached hereto and incorporated herein by reference.

10.6  **Further Assurances.** The parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the parties.

10.7  **Governing Law.** This Agreement shall be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

10.8  **Headings.** The captions and Section headings used in this Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof.

10.9  **Modification, Waiver.** No modification, waiver, amendment or discharge of this Agreement shall be valid unless the same is in writing and signed by both parties.

10.10  **No Other Inducement.** The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements warranties or agreements other than those expressed herein.

10.11  **Notices.** Notice to either party shall be in writing and either personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the party to be notified at the address specified herein. Any such notice shall be deemed received on the date of personal delivery to the party (or such party's authorized representative) or three (3) business days after deposit in the U.S. Mail, as the case may be.

**County's Address for Notice:**  
Department of General Services  
Attn: John Kross, Deputy Director  
5555 Overland Avenue, Suite 2110  
San Diego, California 92123  
Telephone: (858) 694-2290  
Fax: (858) 694-2369

**City's Address for Notice:**  
City of La Mesa  
Attn: Sandra L. Kerl, City Manager  
8130 Allison Avenue  
La Mesa, California 91941  
Telephone: (619) 667-1102  
Fax: (619) 462-7528
Either party may change its address for notice by delivering written notice to the other party as provided herein.

10.12 **Severability.** If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.13 **Specific Performance and Other Remedies.** The parties understand that the Property is unique and for that reason, among others, the parties will be irreparably damaged in the event that this Agreement is not specifically enforced. Accordingly, in the event of any controversy concerning the obligations under this Agreement, such obligation shall be enforceable by a decree of specific performance or by injunction. Such remedies and all other rights and remedies set forth herein shall be cumulative and not exclusive, and shall be in addition to any and all other remedies which the parties may have hereunder at law or in equity.

10.14 **Successors.** Subject to the limitations on assignment set forth in Section 10.1, all terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, legal representatives, successors, and assigns.

10.15 **Time.** Time is of the essence of each provision of this Agreement.

10.16 **Time Period Computation.** All periods of time referred to in this Agreement shall include all Saturdays, Sundays and state or national holidays, unless the period of time specifies business days, provided that if the date or last date to perform any act or give any notice or approval shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday.

10.17 **Waiver.** The waiver by one party of the performance of any term, provision, covenant or condition shall not invalidate this Agreement, nor shall it be considered as a waiver by such party of any other term, provision, covenant or condition. Delay by any party in pursuing any remedy or in insisting upon full performance for any breach or failure of any term, provision, covenant or condition shall not prevent such party from later pursuing remedies or insisting upon full performance for the same or any similar breach or failure.

10.18 **Attorneys’ Fees.** In the event of any legal action to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to the reasonable legal costs incurred from the other party, including attorneys’ fees and costs.
This Agreement shall be effective as of the date of its approval by County.

THE CITY OF LA MESA, a California municipal corporation

By: [Signature]

Title: Sandra L. Kerl, City Manager

Attest: [Signature]

Title: Mary J. Kennedy, CMC, City Clerk

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

By: [Signature]

Clerk, Board of Supervisors
Thomas J. Pastuszka

APPROVED AND/OR AUTHORIZED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO
DATE: 2014-06-30 MINUTE ORDER NO. B
THOMAS J. PASTUSZKA
CLERK OF THE BOARD OF SUPERVISORS

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY [Signature]
SENIOR DEPUTY
EXHIBIT B

GRANT DEED

No Transfer Tax Due
Assessor's Parcel
No.: 470-250-13

Project: La Mesa Library
W.A. No.: PM 9003
Parcel No.: 2005-0190-A

The County of San Diego, a political subdivision of the State of California

Hereinafter called "GRANTOR"(S), for a valuable consideration, the receipt of which is hereby acknowledged, grant(s) to:

The City of La Mesa, a Municipal Corporation

Hereinafter called "GRANTEE"(S), the following described real property in the City of La Mesa, County of San Diego, State of California, more particularly described as follows:

Parcel No. 2005-0190-A

A Portion of Lot 63 of La Mesa Colony Map thereof No. 346, filed the 8th day of March 1887, and a portion of Wetzella Subdivision Map thereof No. 2083, filed the 9th day of January 1928 in the Office of the Recorder of San Diego County, more particularly described as follows:

Commencing at the Southwest corner of said Lot 63;

Thence North 31°33' East 29.68 feet;

Thence North 88°56'20" East 466.67 feet;

Thence North 01°03'40" West 124.00 feet to the Southeast corner of that land defined in ordinances adopted by the County of San Diego as Ordinance No. 1623 (New Series) and adopted by the City of La Mesa as Ordinance No. 771;

Thence along the Easterly and Northerly boundary of said land, North 01°03'40" West 22.00 feet;

Thence North 88°56'20" East 18.00 feet;

Thence North 46°03'40" West 25.87 feet;

Thence North 01°03'40" West 12.00 feet;
THENCE North 43°56'20" Eer 6.87 feet;

(Parcel No. 2005-0190-A Cont.)

THENCE South 88°56'20" West 13.00 feet;
THENCE North 01°03'40" West 114.00 feet;
THENCE South 88°56'20" West 66.00 feet;
THENCE North 43°00'00" West 99.16 feet to a point on a non-tangent 400.00 foot radius curve concave Southeasterly, a radial bears North 37°10'35" West, said curve also being the Southeasterly line of University Avenue according to La Mesa City Engineer's Plan No. 990, titled Right of Way Widening of University Avenue, dated March 9, 1955;
THENCE Southwesterly along said Southeasterly line of University Avenue through a central angle of 17°13'55" an arc distance of 120.30 feet to the beginning of a non-tangent 4450.00 foot radius curve concave Southeasterly, a radial bears North 54°24'36" West;
THENCE Southwesterly along said curve and continuing along said Southeasterly line of University Avenue through a central angle of 1°20'15" an arc distance of 103.88 feet (114.23 ordinance) to a point on a line which bears South 55°00'00" East per ordinance;
THENCE retracing Northeasterly along said 4450.00 foot radius curve through a central angle of 0°23'03" an arc distance of 29.83 feet to the TRUE POINT OF BEGINNING;
THENCE leaving said Southeasterly line of University Avenue South 55°00'00" East 113.00 feet;
THENCE North 35°00'00" East 86.87 feet;
THENCE South 55°00'00" East 47.50 feet;
THENCE North 35°00'00" East 73.25 feet;
THENCE North 55°00'00" West to a point on the afore described Southeasterly line of University Avenue;
THENCE Southwesterly along the said Southeasterly line of University Avenue, to the TRUE POINT OF BEGINNING.

Dated this ________________ day of ________________________, 2006.

JOHN J. McTIGHE, Director
County of San Diego
Department of General Services

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO SS

On ______________________, before me, GREGORY J. SMITH, Assessor/Recorder/County Clerk in and for said County and State, personally appeared JOHN J. McTIGHE, Director, Department of General Services personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) (Pursuant to Ordinance No. 7208 adopted September 23, 1986), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

GREGORY J. SMITH, Assessor/Recorder/County Clerk

By: ____________________________
   Deputy

Page 2 of 3
ACCEPTANCE

This is to certify that the interest in real property conveyed by the deed or grant dated______________, from the County of San Diego to the City of La Mesa, a political corporation and/or governmental agency, is hereby accepted by order of the La Mesa City Council on ________________, pursuant to authority conferred by the La Mesa City Council by Resolution No. ___________ adopted on __________, and the grantee consents to recordation thereof by its duly authorized officer.

Dated this ________________ day of _________________________, 2006.

__________________________________________
Art Madrid, Mayor
City of La Mesa

Grant Deed for La Mesa Library
APN: 470-250-13
8055 University7 Avenue, La Mesa
EXHIBIT D

LETTER OF INSTRUCTION TO APPRAISER(S)

Dear Sir or Madam:

The land legally described in Exhibit "__" hereto is subject to a Real Property Agreement between the City of La Mesa and San Diego County ("Agreement"), dated ___________. At this juncture, the Agreement requires that the fair market value of the subject parcel be established in accordance with an appraisal. Your duties in connection with the making of that appraisal are as follows:

1. Determine the fair market value of the parcel described in Exhibit "__" as of [insert Valuation Adjustment Date] for use consistent with a professional office designation based upon approaches to value mandated by the Appraisal Standards Board of the Appraisal Foundation, or its successor organization.

2. For the purposes of such appraisal, the market evaluation should take into consideration the site location, size and the professional office market characteristics of the La Mesa area.

3. State the current fair market value in terms of a lump sum purchase price and any limiting conditions associated with the appraiser's conclusions.
Exhibit E - Selection of Appraiser

If the Parties are unable to reach agreement on the selection of an appraiser pursuant to paragraph 2.2 of this Agreement, the following process shall be used:

1. Both County and City select an MAI appraiser to appraise the value of the Property as of the then current date that the City fails to construct the permanent library facility in accordance with the terms and conditions of this Agreement. The City shall pay the appraisal fee for both appraisals.

2. The appraisers will be directed to follow the instructions in Exhibit D – “Letter of Instruction to Appraiser(s)”. 

3. If the appraised values are within 10% of each other, the Fair Market Value for the Property will be the average of the two appraised values.

4. If the appraised values are not within 10% of each other, the appraisers will mutually select a third MAI appraiser to perform a review of each appraisal, and select the appraisal which in his (her) opinion most accurately reflects the Fair Market Value, in accordance with the provisions of Exhibit “D”. The appraisal selected by the third appraiser will establish the purchase price to be paid for the Property by the City.
EXHIBIT F

Asbestos Notification Report

Facility Name and Location:
La Mesa Branch Library
8055 University Avenue, La Mesa

<table>
<thead>
<tr>
<th>Material Description</th>
<th>Material Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>La Mesa Branch Library</td>
<td>Lobby to Lamplighters Theatre</td>
</tr>
<tr>
<td>Acoustic Spray, White</td>
<td>Walkway to Lamplighters Theatre</td>
</tr>
<tr>
<td>Acoustic Spray, Grey</td>
<td>staff store room and lounge</td>
</tr>
<tr>
<td>Floor Covering - Floor Tile, 12&quot;x12&quot;, grey brown</td>
<td>Lamplighters Theater - crossing room</td>
</tr>
<tr>
<td>Floor Covering - Tile &amp; Mastic, 9&quot;x9&quot;, salmon red</td>
<td>Lamplighters Theater</td>
</tr>
<tr>
<td>Floor Covering - Tile &amp; Mastic, 12&quot;x12&quot; black/white</td>
<td>Roof</td>
</tr>
<tr>
<td>Roofing Material, Roofing Core</td>
<td></td>
</tr>
</tbody>
</table>

This report only summarizes the building materials that have been sampled and found to contain asbestos in this facility. It does not include building materials that have NOT been sampled nor materials that have been sampled and found to be non-asbestos-containing. If further information is required, please contact OHP staff at 530-694-2888.

Thursday, February 16, 2006
LIBRARY SERVICES AGREEMENT
BETWEEN THE CITY OF LA MESA
AND THE COUNTY OF SAN DIEGO FOR THE
PROVISION OF LIBRARY SERVICES AT BOTH AN
INTERIM AND PERMANENT LIBRARY

This Library Services Agreement (this "Agreement") is entered into this 3 day of Nov., 2005, by and between the City of La Mesa, a municipal corporation organized pursuant to the laws of the State of California (hereinafter, "City") and the County of San Diego, a political subdivision of the State of California (hereinafter, "County").

1. Recitals. The parties agree that this Agreement is made for the purposes of and with respect to the following facts, which each party agrees and acknowledges are true and correct:

   a. The City plans to construct an Interim Library facility to relocate the existing Library in order to build a new Police facility on the current Library site.

   b. The City agrees to diligently pursue State grant funds or other sources of funding for a Permanent Library facility.

   c. The intended sites for both the Interim Library and the Permanent Library are located on the City of La Mesa Civic Center block. The intended site for the Interim Library is adjacent to and west of City Hall. The intended site for the Permanent Library is east of City Hall and is adjacent to and west of the trolley tracks.

   d. The City wishes to enter into an Agreement with the County for the provision of library services at both the Interim Library and Permanent Library.

   e. The County is agreeable to the rendering of such services subject to the terms and conditions hereinafter set forth.

   f. The parties hereto have entered into this Agreement dated Nov. 3, 2005, for the purpose of operating an Interim Library and a proposed Permanent Library. This Agreement supercedes the Operating Agreement submitted as part of the application for construction funds under the Library Bond Act of 2000 (Proposition 14) Should the City construct the Permanent Library with State Bond Act grant funds, both parties agree that the intent of this Agreement is to ensure that State obligations are fulfilled.

2. Term. The term of this Agreement shall be forty (40) years effective with the signing of this Agreement. Should the County cease to provide library services at any time during the term of this Agreement, said Agreement shall be terminated. Should the City fail in its
efforts to secure funding to construct a Permanent Library, this Agreement shall continue in full force and effect for the provision of library services at the Interim Library facility.

3. **Funding.** During the term of this Agreement, the funding level for the La Mesa Community Library may increase or decrease similar to all other County Library branches in like branch categories as detailed by the County Plan of Service. Ongoing funding levels shall be determined by County and approved in the annual budget process.

4. **Termination.** While it is the intent of both parties to make this a long-term commitment, County may terminate this Agreement, by giving the City written notice of termination on or before June 30 of any year. The termination shall become effective no sooner than July 1 of the subsequent calendar year. Prior to notification of termination, the County agrees to non-binding mediation; however, if at the end of thirty (30) days from the commencement of mediation, the parties have not resolved their differences, the County may proceed with termination.

5. **Facilities.** The City is responsible for design and construction of both the Interim Library and the proposed Permanent Library. The City agrees to consult with the County in the development of plans for both the Interim Library and Permanent Library facilities. The City will own both library facilities and shall maintain both facilities as provided in this Agreement and in the “Memorandum of Understanding Between the City of La Mesa and the County of San Diego Concerning the La Mesa Branch Library” dated November 1, 2005.

6. **Furnishings and Equipment.** As provided in Section 9 (b) and 10 (b) of the “Memorandum of Understanding Between the City of La Mesa and the County of San Diego Concerning the La Mesa Branch Library” dated November 1, 2005, the City, in consultation with the County, is responsible for furnishing the Interim and Permanent Library sites, including, but not limited to book shelves, desks, tables, chairs, study carrels and signage for the identification of areas within the facility and exterior signage related to the Library. Where feasible, existing FF&E from the current La Mesa Branch Library may be utilized in the Interim Site. Ownership of the furnishings and equipment shall be transferred to the County. The County shall provide and pay for all telecommunications and computer equipment for public library use as described in Section 9 of this Agreement. The County reserves the right to add additional operational equipment, which will remain under County ownership.

7. **Maintenance and Repair.** The City shall be responsible for maintaining both the Interim Library and the Permanent Library facilities, including but not limited to all heating, ventilation, and air conditioning equipment; plumbing; solid waste and recycling; carpeting/floor covering (including cleaning, repair, and replacement); interior and exterior paint, interior and exterior windows; built-ins; lighting fixtures and bulbs (including cleaning and replacement); landscaping; and parking lots. The County shall maintain and repair the book theft detection system; shelving; furniture (including cleaning, reupholstering, or replacement); lounge appliances; and any other furnishings and equipment added by the County.
8. **Utilities.** The City shall be responsible for all utility costs, including costs of electrical, water, sewer, and all custodial services. Telephone services for direct library service shall be the responsibility of the County. Telephone services for all community rooms in the Permanent Library shall be the responsibility of the City.

9. **Automation and Telecommunication.**

9.1 The Library will use the automated circulation and on-line catalog system, which is presently used by San Diego County Library. Appropriate equipment and quantity of equipment will be determined by the County, provided and paid for by the County.

The computers and printers will be connected to the County Library’s main computer system giving library users access to all library materials and web-based resources available in the County Library. Except for telephone services for all community rooms in the Permanent Library, the County, at its sole expense, shall provide telecommunications (including telephones).

9.2 If the City requests additional computers and software beyond what is provided by the County Library for public library use, the County will use its best efforts to provide such additional services, provided that the City agrees to reimburse the County for all additional costs associated with the additional services.

9.3 A fax machine shall be installed and maintained by the County to communicate with Library Headquarters and other County branches and to facilitate the speedy delivery of reference inquiries.

10. **Regular Services by County.**

10.1 The County shall provide to La Mesa Community Library patrons the full range of library services currently provided system-wide by the San Diego County Library including, but not limited to, library administration services, circulation services, technical services, information system services, adult services, children’s services, reference and readers advisory services, and public programs.

10.2 The County shall provide library materials collection development at a level which is consistent with the annual library budget approved by the County Board of Supervisors. The La Mesa Community Library book and materials collection will be developed and maintained according to San Diego County Library Materials Selection Policy, Collection Development policy, and any other applicable library policy.

10.3 The level of services and materials provided by the County shall be based on the library budget approved each fiscal year by the San Diego County Board of Supervisors. The funding level for library services will increase or decrease
accordingly, as for all other County Library branches in like branch categories as detailed by the current County Plan of Service.

10.4 The City Manager of the City, or his/her designee, shall be the City’s agent with respect to determining, evaluating, and obtaining the County’s compliance with this Agreement. The Library Director of the County or his/her designee shall be the County’s Agent.

10.5 The County shall operate the Interim Library and Permanent Library on the days and hours set forth in the current County Library Plan of Service. Any additional levels of service shall be subject to a mutually agreed upon adjustment of costs.

10.6 The County shall procure, furnish, and supply all labor, supervision, and supplies necessary to provide the library services described in Section 8.1 of this Agreement.

10.7 The County shall inform the City Manager prior to the appointment or transfer of the branch librarian of the La Mesa Community Library.

10.8 The County shall provide the City with quarterly reports on circulation and other services as requested in writing by the City.

11. Enhanced Service Level. The City may request an enhanced level of regular library related services, including additional staffing and/or hours of operation. County shall make its best effort to accommodate the City’s request in this regard. An enhanced level of library services may be purchased by the City from the County at a rate to be determined by mutual written agreement of both parties. All requests by the City for enhanced library services shall be made in writing to the County.

12. Payment Schedule. Payments by the City to the County for services rendered pursuant to this Agreement shall be made quarterly within thirty (30) days of receipt of billing from the County.

13. Permanent Library.

13.1 Facility Management. All community rooms proposed for the Permanent Library shall be operated, supervised, maintained and managed by the City. All room reservations, policies and revenues shall be the responsibility of the City.

13.2 Staffing. The City shall provide a Library Facility Coordinator to administer City’s responsibilities under section 13.1. The Library Facility Coordinator shall consult with County Library Staff to ensure effective operation of the entire Permanent Library facility.
14. **Annual Library Budget.** Every year this Agreement is in effect, on or before April 1, the County shall provide to the City the next fiscal year’s proposed budget for the La Mesa branch library.

At such time as library operations move to the proposed Permanent Library facility, the City shall provide and fund the library services approved by the City Council in the annual library budget. Thereafter, every year this Agreement is in effect, on or before April 1, the City shall provide to the County the next fiscal year’s proposed budget for the Permanent Library.

If either party has any concerns about the other party’s budget, these concerns are to be submitted in writing to the other party on or before April 15. Both parties are to meet and resolve any budgetary issues prior to July 1 of the new fiscal year.

15. **Notices.** Whenever it shall be necessary for either of the parties to serve notice on the other regarding this Agreement, such notice shall be either served in person by certified mail, return receipt requested, or by telefax, and addressed as follows:

<table>
<thead>
<tr>
<th>CITY</th>
<th>COUNTY</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Manager</td>
<td>Library Director</td>
</tr>
<tr>
<td>City of La Mesa</td>
<td>San Diego County Library</td>
</tr>
<tr>
<td>8130 Allison Avenue</td>
<td>5555 Overland Avenue, Building 15</td>
</tr>
<tr>
<td>La Mesa, CA 91941</td>
<td>San Diego, CA 92123</td>
</tr>
<tr>
<td>FAX: 619-462-7528</td>
<td>FAX: 858-694-2369</td>
</tr>
</tbody>
</table>

16. **Status of County.** County is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between City and County or any of County’s agents or employees. County and its Library Director shall retain all authority for rendition of services, standards of performances, control of personnel, and other matters incident to the performance of services by County pursuant to this Agreement. County, its agents and employees, shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be City employees.

17. **State Audit.** Pursuant to Government Code Section 8546.7, City and County shall be subject to examination and audit by the State Auditor, for a period of three (3) years after this Agreement. City and County shall retain all records relating to the performance of this Agreement for said three-year period, except that records pertaining to any audit then in progress, or any claims or litigation which shall be retained beyond said three-year period until final resolution of said audit, claim or litigation.

18. **Alteration of Terms.** This Agreement fully expresses all understanding of City and County with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the
terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

19. **Insurance.**

19.1 At all times while this Agreement is in effect, each Party shall, at its sole expense, maintain a program of self-insurance, risk pooling, commercial insurance, or a combination thereof, satisfactory to the other Party for not less than a limit of liability amount of Two Million ($2,000,000) (stated on a per occurrence basis).

19.2 The policy of comprehensive general liability insurance required by Paragraph 19.1 shall include the following provisions:

(a) The insurance shall not be invalidated by the acts or omissions of other insureds;

(b) The insurance shall not be modifiable or cancelable or non-renewable without 30 days’ prior written notice to the other Party (except in the case of cancellation for non-payment of premium in which case cancellation shall not take effect until at least 10 days notice has been given to the other Party). This provision is hereinafter referred to as “Notice of Modification or Cancellation”;

(c) Each Party and its members, employees and agents shall be named as an additional insured as its interests may appear;

(d) The insurance shall include comprehensive property and personal injury endorsements; and

19.3 A properly completed certificate of insurance executed by an authorized representative of the insurer or insurers and a certified copy of the policy or policies shall be furnished to the other Party prior to the Commencement Date and no later than thirty (30) days prior to expiration of any insurance policy.

19.4 The requirements regarding the types and limits of insurance coverage to be maintained as required by this Article 19.1, and any approval of said insurance by the other Party and/or its agents, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by either Party pursuant to this Agreement, including but not limited to, the provisions concerning indemnification contained in Article 20 of this Agreement.

19.5 Upon knowledge by either Party, that Party shall notify the other Party within twenty-four (24) hours after the occurrence of any accident or incident on the Property or adjacent property, which could give rise to a claim under any of the insurance policies required hereunder.
19.6 Notwithstanding any other provision of this Agreement, the Parties may self-insure for any risk set forth in this Article 19.1 in the manner and to the extent that a Party self-insures for similar risks with respect to its operations, equipment and property. The manner in which such self-insurance is provided and the extent of such self-insurance shall be set forth in a Certificate of Self Insurance, delivered to the other Party and signed by an authorized representative of the self-insured Party, which fully describes the self-insurance program and how the program covers the risks set forth in this Article 19.1. Insurance provided by a joint powers agency insurance pool shall be considered self-insurance for the purposes of this paragraph. If at any time during the term of this Agreement the self-insured Party elects to not self-insure, the Party shall comply with all applicable provisions of this Article 19.1 to the extent it does not so self-insure.

20. Indemnification.

20.1 County, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of City or any of its officers, employees, or volunteers, or for any dangerous or defective condition of any property of City. City shall indemnify and hold County, its officers, agents, employees, volunteers, subcontractors, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon the condition of any property of City, or upon any act or omission of City, its officers, agents, employees, volunteers, subcontractors, and independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and City shall defend at its expense including attorney fees, County, its officers, agents, employees, volunteers, and independent contractors in any legal action or claim of any kind, based upon such condition of City property, or alleged acts or omissions.

20.2 County shall indemnify and hold City, its officers, agents, employees, volunteers, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, volunteers, subcontractors, and independent contractors related to this Agreement, for property damage, bodily injury or death, and County shall defend, at its expense including attorney fees, City, its officers, agents, employees, volunteers, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

21. Dispute Resolution. The parties agree to provide each other with written notice of nonperformance, unsatisfactory performance, or any other dispute arising from the terms of this Agreement within thirty (30) days of the deficiency or dispute being identified. The parties shall have thirty (30) days from receipt of said written notice to correct any performance deficiencies. The parties agree to cooperate in good faith to resolve any performance issue or dispute arising from this Agreement. In the event any dispute cannot be resolved under these procedures, each party retains such legal and equitable remedies as it may have under law to enforce this Agreement.
22. **Effective Date.** This Library Services Agreement shall become effective on the first day of County's occupancy of the interim library facility.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first hereinabove written.

**CITY OF LA MESA**

Art Madrid, Mayor

ATTEST:

Mary J. Kennedy, CMC, City Clerk

**COUNTY OF SAN DIEGO**

Clerk, Board of Supervisors

APPROVED AS TO FORM:

Glenn Sabine, City Attorney

APPROVED AS TO FORM:

County Counsel

Approved and/or authorized by the Board of Supervisors of the County of San Diego.
Date: 11-01-08
Minute Order No.: 5
THOMAS J. PASTUSZKA
Clerk of the Board of Supervisors
By: [Signature]
Deputy Clerk
DATE: September 8, 2015

TO: Mayor and Members of the City Council

FROM: Vice Mayor Baber

SUBJECT: Consideration of the League of California Cities Resolutions that will be Voted on at the Annual Conference in San Jose on September 30 – October 2, 2015

1. Resolution Relating to League Bylaws Amendments Regarding Succession of League Officials to Fill Vacancies.

Modify Bylaws to allow for the Immediate Past President to serve an unexpired term of office if the elected President is not available. If the immediate Past President is not available or declines, the position shall be filled by the First Vice-President. If the First Vice-President or the Second Vice-President is vacant, these positions shall be filled by the Board of Directors.


Currently group homes (serving 6 or fewer people who are elderly, mentally ill, disabled or others in need of care) are regulated by the State with no ability for the City to regulate them from a local zoning standpoint.

This Resolution requests the following issues to be addressed by the Governor and Legislature (in summary):

- Explore options for over concentration of alcohol/drug abuse recovery centers, while respecting needs of patients
- Avoid institutional setting overcrowding in neighborhoods
- Find a balance between non-profit and for profit centers in neighborhoods

3. Resolution of the League of California Cities Supporting SB 593 (McGuire) and Continued Local Flexibility for Cities as They Address Neighborhood and Fiscal Impacts of Temporary Rentals of Residential Units.

Support of a pending bill in the Legislature to bolster local efforts to regulate and collect transient occupancy taxes for the temporary rentals of residential units.
4. Resolution Calling Upon the Governor and the Legislature to Work With The League of California Cities to Enact Legislation or to Otherwise Compel Southern California Edison to Create a Program to Automatically Provide Direct Compensation to its Customers Affected by Prolonged Electrical Power Outages Under Specified Circumstances.

Request that the Legislature work with the League to improve Southern California Edison’s existing program to provide compensation to its customers affected by prolonged electrical power outages.
Annual Conference
Resolutions Packet

2015 Annual Conference Resolutions

San Jose

September 30 – October 2
INFORMATION AND PROCEDURES

RESOLUTIONS CONTAINED IN THIS PACKET: The League bylaws provide that resolutions shall be referred by the president to an appropriate policy committee for review and recommendation. Resolutions with committee recommendations shall then be considered by the General Resolutions Committee at the Annual Conference.

This year, four resolutions have been introduced for consideration by the Annual Conference and referred to the League policy committees.

POLICY COMMITTEES: Four policy committees will meet at the Annual Conference to consider and take action on the resolution referred to them. The committees are Administrative Services; Environmental Quality; Housing, Community and Economic Development; and Revenue and Taxation. These committees will meet on Wednesday, September 30, 2015, at the Hilton San Jose. The sponsors of the resolutions have been notified of the time and location of the meetings.

GENERAL RESOLUTIONS COMMITTEE: This committee will meet at 1:00 p.m. on Thursday, October 1, at the Hilton San Jose, to consider the reports of the four policy committees regarding the resolutions. This committee includes one representative from each of the League’s regional divisions, functional departments and standing policy committees, as well as other individuals appointed by the League president. Please check in at the registration desk for room location.

ANNUAL LUNCHEON/BUSINESS MEETING/GENERAL ASSEMBLY: This meeting will be held at 12:00 p.m. on Friday, October 2, at the San Jose Convention Center.

PETITIONED RESOLUTIONS: For those issues that develop after the normal 60-day deadline, a resolution may be introduced at the Annual Conference with a petition signed by designated voting delegates of 10 percent of all member cities (47 valid signatures required) and presented to the Voting Delegates Desk at least 24 hours prior to the time set for convening the Annual Business Meeting of the General Assembly. This year, that deadline is 12:00 p.m., Thursday, October 1. Resolutions can be viewed on the League's Web site: www.cacities.org/resolutions.

Any questions concerning the resolutions procedures may be directed to Meg Desmond at the League office: mdesmond@cacities.org or (916) 658-8224
GUIDELINES FOR ANNUAL CONFERENCE RESOLUTIONS

Policy development is a vital and ongoing process within the League. The principal means for deciding policy on the important issues facing cities is through the League’s eight standing policy committees and the board of directors. The process allows for timely consideration of issues in a changing environment and assures city officials the opportunity to both initiate and influence policy decisions.

Annual conference resolutions constitute an additional way to develop League policy. Resolutions should adhere to the following criteria.

Guidelines for Annual Conference Resolutions

1. Only issues that have a direct bearing on municipal affairs should be considered or adopted at the Annual Conference.

2. The issue is not of a purely local or regional concern.

3. The recommended policy should not simply restate existing League policy.

4. The resolution should be directed at achieving one of the following objectives:
   
   (a) Focus public or media attention on an issue of major importance to cities.
   
   (b) Establish a new direction for League policy by establishing general principals around which more detailed policies may be developed by policy committees and the board of directors.
   
   (c) Consider important issues not adequately addressed by the policy committees and board of directors.
   
   (d) Amend the League bylaws (requires 2/3 vote at General Assembly).
LOCATION OF MEETINGS

Policy Committee Meetings
Wednesday, September 30
Hilton San Jose
300 Almaden Boulevard, San Jose

9:00 a.m. – 10:30 a.m.:   Environmental Quality
                        Housing, Community & Economic Development

10:30 a.m. – Noon:       Administrative Services
                        Revenue and Taxation

General Resolutions Committee
Thursday, October 1, 1:00 p.m.
Hilton San Jose
300 Almaden Boulevard, San Jose

Annual Business Meeting and General Assembly Luncheon
Friday, October 2, 12:00 p.m.
San Jose Convention Center
150 West San Carlos Street, San Jose
KEY TO ACTIONS TAKEN ON RESOLUTIONS

Resolutions have been grouped by policy committees to which they have been assigned.

<table>
<thead>
<tr>
<th>Number</th>
<th>Key Word Index</th>
<th>Reviewing Body Action</th>
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<tbody>
<tr>
<td></td>
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<td>1 2 3</td>
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<tr>
<td></td>
<td></td>
<td>1 - Policy Committee Recommendation to General Resolutions Committee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 - General Resolutions Committee</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 - General Assembly</td>
</tr>
</tbody>
</table>

ADMINISTRATIVE SERVICES POLICY COMMITTEE

| 1     | League Bylaw Amendment |

ENVIRONMENTAL QUALITY POLICY COMMITTEE

| 4     | Compensation for Prolonged Electrical Power Outages |

HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE

| 2     | Overconcentration of Alcohol & Drug Treatment Facilities |
| 3     | Residential Rentals, Support for SB 593 (McGuire) |

REVENUE AND TAXATION POLICY COMMITTEE

| 3     | Residential Rentals, Support for SB 593 (McGuire) |

Information pertaining to the Annual Conference Resolutions will also be posted on each committee’s page on the League website: www.cacities.org. The entire Resolutions Packet will be posted at: www.cacities.org/resolutions.
KEY TO ACTIONS TAKEN ON RESOLUTIONS (Continued)

Resolutions have been grouped by policy committees to which they have been assigned.

KEY TO REVIEWING BODIES

1. Policy Committee
2. General Resolutions Committee
3. General Assembly

KEY TO ACTIONS TAKEN

A Approve
D Disapprove
N No Action
R Refer to appropriate policy committee for study
a Amend+

ACTION FOOTNOTES

* Subject matter covered in another resolution
** Existing League policy
*** Local authority presently exists

Aa Approve as amended+
Aaa Approve with additional amendment(s)+
Ra Refer as amended to appropriate policy committee for study+
Raa Additional amendments and refer+
Da Amend (for clarity or brevity) and Disapprove+
Na Amend (for clarity or brevity) and take No Action+
W Withdrawn by Sponsor

Procedural Note:
The League of California Cities resolution process at the Annual Conference is guided by the League Bylaws. A helpful explanation of this process can be found on the League’s website by clicking on this link: Resolution Process.
2015 ANNUAL CONFERENCE RESOLUTIONS

RESOLUTION REFERRED TO ADMINISTRATIVE SERVICES POLICY COMMITTEE

1. RESOLUTION RELATING TO LEAGUE BYLAWS AMENDMENTS REGARDING SUCCESSION OF LEAGUE OFFICES TO FILL VACANCIES

Source: League Board of Directors
Referred to: Administrative Services Policy Committee
Recommendation to General Resolutions Committee:

WHEREAS, the League of California Cities® is a nonprofit mutual benefit corporation under California law and, as such, is governed by corporate bylaws; and

WHEREAS, the League’s Board of Directors periodically reviews the League’s bylaws for issues of clarity, practicality, compliance with current laws, and responsiveness to membership interests; and

WHEREAS, on two occasions in recent years when vacancies arose in office of President of the Board of Directors after disappointing reelection results, the vacancy was filled in accordance with the League Bylaws by the First Vice President becoming President at the next Board meeting. This left a vacancy in the office of First Vice President that was filled by the Board by advancing the Second Vice President. This required recruiting a new Second Vice President that the Board chose, as provided in the Bylaws, from the ranks of the Board itself; and

WHEREAS, in September 2014 the Board chose a new Second Vice President as usual and also a new First Vice President who had not previously served as Second Vice President because the prior Second Vice President was elected to county office and was no longer eligible. When the President was not reelected in November 2014, the First Vice President advanced to the office of President with only two months of experience as a League officer. Additionally, the Second Vice President was advanced to First Vice President; and

WHEREAS, the Board of Directors believe this confluence of events twice in recent years demonstrates a weakness in the succession of League offices required by the League Bylaws because the accelerated advancement of officers in the event of a vacancy in the office of President may deprive the junior officers and the League of adequate time to serve and develop expertise and relationships in the offices of Second and First Vice President; and

WHEREAS, it is the unanimous recommendation of the League Board that the League membership amend article VIII, section 4, of the League bylaws to allow the Immediate Past President to fill an unexpected vacancy in the office of President for the unexpired term if the Immediate Past President agrees. If not, the current succession process would occur; and now, therefore, be it,

RESOLVED, by the General Assembly of the League of California Cities assembled in Annual Conference in San Jose, October 2, 2015, that article VIII, section 4 of the League bylaws be amended to read as follows:
Article VIII: Officers

Section 1: Identity.

The officers of the League are a President, a First Vice-President, a Second Vice-President/Treasurer, an Immediate Past President, and an Executive Director.

Section 2: Duties of League Officers.

(a) President. The President presides at all League Board meetings and all General Assemblies. The President has such other powers and duties as may be prescribed by these bylaws or the League Board.

(b) First Vice-President. The First Vice-President carries on the duties of the President in the President's temporary absence or incapacity. The First Vice-President has such other powers and duties as may be prescribed by these bylaws or the League Board.

(c) Second Vice-President/Treasurer. The Second Vice-President/Treasurer carries on the duties of the President in the President's and First Vice-President's temporary absence or incapacity. The Second Vice-President/Treasurer has such other powers and duties as may be prescribed by these bylaws or the League Board.

Section 3: Election.

The League Board elects the League's President, First Vice-President and Second Vice-President for terms of one year. The election occurs at the League Board's meeting at the Annual Conference.

Section 4: Vacancies.

A vacancy in the office of President is filled at the next meeting of the League Board by the Immediate Past President who shall serve for the unexpired term of office and, upon election of a new President at the next Annual Conference, shall subsequently serve a full term as Immediate Past President. In the event the Immediate Past President is not available to fill the vacancy in the office of the President, or declines in writing, it shall be filled by the succession of the First Vice-President to that office. A vacancy in the office of First Vice-President, or Second Vice-President/Treasurer, is filled for the un-expired term by appointment by the League Board of a member of the League Board. A vacancy in the office of the Immediate Past President is filled for the un-expired term by the last Past President continuing to hold a city office.

Background Information on Resolution No. 1

Source: League Board of Directors

Background:
In 2010 and again recently in 2014 the city official elected League President at the Annual Conference in September was not returned to office by the voters of their city. This development triggered a series of steps laid out in the order of succession in the League Bylaws that mandates that the First Vice President advance to the office of President at the next Board meeting and that the Board fill the vacancy in the office of First Vice President for the remainder of the term.
When the Board filled the League offices in September 2014, the Second Vice President could not advance to First Vice President since she had been elected to the office of county supervisor and was ineligible to serve. Consequently the Board selected two directors to fill both the offices of First Vice President and Second Vice President. Neither had previously served as a League officer.

When the vacancy in the office of President occurred after the November general election, the First Vice President advanced to the office of President after having served only two months as a League officer in contrast to the normal advancement process of twenty-four months. The Second Vice President was advanced to the office of First Vice President after having served only two months as a League officer. The Board also chose a new Second Vice President.

At the February, 2015 meeting of the League Board of Directors, the Executive Committee recommended unanimously an amendment to the order of succession in Art. VIII, Sec. 4 of the League Bylaws. The proposed amendment would allow the most experienced member of the Executive Committee, the Immediate Past President, to fill out the remainder of the term of office of a President who leaves the office before its term is completed if the Immediate Past President is willing and able to do so. This arrangement would allow the First Vice President to continue serving and to advance to the office of President on the schedule envisioned by the League Bylaws. If the Immediate Past President were unable or unwilling to serve, the existing order of succession would occur.

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allowing the Immediate Past President to finish out the term of a vacated presidency the Board would ensure there is minimal disruption to the workflow and goals of the association.

**RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT POLICY COMMITTEE**

2. **A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES CALLING FOR LEGISLATION TO PRESERVE THERAPEUTIC ENVIRONMENTS FOR GROUP HOMES AND AVOID IMPACTS OF OVERCONCENTRATION OF ALCOHOL AND DRUG ABUSE RECOVERY AND TREATMENT FACILITIES IN RESIDENTIAL NEIGHBORHOODS**

Source: City of Malibu

Concurrence of five or more cities/city officials: Cities: Artesia; Duarte; La Canada Flintridge; Lakewood; Lomita; and Pico Rivera. City Officials: Los Angeles Council Member Mitchell Englander

Referred to: Housing, Community and Economic Development Policy Committee

Recommendation to General Resolutions Committee:

**WHEREAS**, residential group home facilities provide valuable rehabilitation and support services for those who live in them, which benefits the greater society; and

**WHEREAS**, state departments license these facilities through several state agencies, and operators are required to meet various state statutory requirements; and

**WHEREAS**, in addition to residents, these facilities often include live-in managers and other staff, who provide a variety of services to residents which may include meals, workshops, training, counseling and other services. These uses and services may also require frequent deliveries to be made to the facility, shuttle van service provided to residents, and additional automobile traffic due to shift changes, visiting hours, and other activities. Collectively, these uses often generate more noise and activity than expected from a traditional single-family home; and

**WHEREAS**, the overconcentration of residential group homes changes the character of neighborhoods as they become centers for the delivery of various services. This environment not only creates a disruption to long-time residents, it can also diminish the quality of the residential treatment experience for group home residents as the neighborhood assumes a more institutional setting; and

**WHEREAS**, the State and local governments operate in partnership regarding the location of these residential care facilities in residential neighborhoods in order to carry out the policy of the State to prevent overconcentration of such facilities in these neighborhoods; and

**WHEREAS**, the state has adopted a 300 foot separation requirement between facilities licensed by the Department of Social Services, but these siting standards have not been extended to apply to facilities licensed by other state agencies such as the Department of Health Care Services or other licensed or unlicensed facilities; and

**WHEREAS**, it is the policy of the State that each county and city permit and encourage development of sufficient numbers and types of alcoholism or drug abuse recovery or treatment facilities as are commensurate with local need; and

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1 Health & Safety Code Section 1520.5
2 Health & Safety Code Section 11834.20
WHEREAS, the California Fair Employment and Housing Act includes legal protection against discrimination against persons with disabilities through zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law; and

WHEREAS, the Americans with Disabilities Act requires public entities to make reasonable accommodations in policies, practices, or procedures to avoid discrimination on the basis of a disability; and

WHEREAS, there is no provision in State law that allows for the consideration of the impact of alcoholism or drug abuse recovery or treatment facilities on single-family neighborhoods or the overconcentration of these facilities as there is for residential group home facilities; and

WHEREAS, many community concerns could be addressed if State agencies communicated and collaborated more with local governments; and

WHEREAS, the League of California Cities is committed to working in partnership with the Legislature and Administration to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations established by State and federal law.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, that the League calls for the Governor and the Legislature to work with the League and other stakeholders to address the following issues:

1. Explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities.
2. Avoid the creation of institutional settings when multiple facilities are concentrated in a single location, while also reducing noise, congestion and other concerns often raised by residents in residential neighborhoods.
3. Determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

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Background Information on Resolution No. 2

Source: City of Malibu

Background:
State law preempts local zoning regulation for licensed drug and alcohol treatment facilities. State and federal anti-discrimination laws require cities to treat facilities that function as single housekeeping units the same as any other “family.” In many areas of the state, these facilities are impacting residential neighborhoods because their concentration in certain neighborhoods tends to change the character of the area from a residential neighborhood to more like a hospital and institutional zone in terms of the land use impacts.

In order to avoid overconcentration in residential neighborhoods, most state-licensed group homes are required by state law to meet certain distancing requirements from other licensed group homes. Alcohol

\footnote{Government Code 12955(l)}
\footnote{42 U.S.C. Section 12134}
and drug programs are treated differently under state law in this respect and no distancing requirements apply. In fact, the state licensing agency does not impose any restrictions on the number of facilities in the vicinity of one another and have been allowing licensees to obtain two licenses on one lot and to operate integrated multi-structure facilities under the guise of multiple single-family residential licenses. Similarly, state law currently requires private foster family agencies operating in residential zones to be organized and operated on a nonprofit basis, while drug and alcohol programs and sober living homes are permitted to operate as a for-profit business in residential zones. The addiction recovery industry has become big business. There are now thousands of treatment facilities and sober living homes in California and the number is rapidly increasing.

State policy sought integration of group homes into residential neighborhoods, not disintegration of the residential character of the neighborhoods. A course correction is required to advance state policy. Through zoning authority, cities can preserve the very neighborhoods that the community-care model depends on to provide the therapeutic environment of a residential neighborhood. Distancing requirements both respond to the biggest concern of local government (over concentration that impairs neighborhood character) and advances state policy. In addition, limiting the zoning preemption to non-profit programs will also assist in preserving the integrity of residential neighborhoods.

League of California Cities Staff Analysis on Resolution No. 2

Staff: Dan Carrigg
Committee: Housing, Community and Economic Development

Summary:
This Resolution calls for the Governor and the Legislature to work with the League and other stakeholders to explore options to address overconcentration of alcohol and drug abuse recovery and treatment facilities in residential neighborhoods while respecting important legal rights of patients and legal obligations of public entities, avoid the creation of institutional settings when multiple facilities are concentrated in a single location, and determine the appropriate balance between not-for-profit (including county) facilities and for-profit facilities in residential neighborhoods.

Background:
The City of Malibu is sponsoring this resolution as a way of highlighting an issue that continues to create zoning and land use problems in single-family neighborhoods. While this is not a new issue for the League and its cities, and the League has existing policy in this area, the sponsors view the passage of this resolution as helpful in restarting conversations with the Legislature and the Governor’s Administration that can hopefully lead to productive solutions.

HCED Committee member and Malibu Council Member Lou La Monte raised this issue at the Committee’s June meeting, where he presented a resolution that had recently been adopted by the California Contract Cities Association on May 15. The Committee encouraged him to work with League staff in his effort to draft a measure to be presented at the League’s annual conference. League staff worked with Mr. La Monte in this regard, mostly in helping ensure that the various “whereas clauses” appropriately reflect the important legal rights of patients and obligations of public entities that Legislators will expect to be balanced in any solutions to local land use issues.

Resolved Clauses from Recent CCCA Resolution:

NOW THEREFORE, the Members of the California Contract Cities Association hereby re-affirms its commitment to cooperation among units of government that serve the people of California and urges the
California state legislature to enact legislation that empowers local government to preserve the residential character of neighborhoods necessary to effect state policy regarding group homes as follows:

1. Amend the state law to provide the same distancing and notice requirements for ADP facilities as it does for Community Care Act facilities;
2. Enact legislation providing standards that prevent overconcentration of unlicensed sober living homes to maintain residential character of neighborhoods which has therapeutic benefit for the occupants; and
3. Restrict the zoning preemption for licensed ADP facilities to those owned and operated by non-profit organizations.

**Fiscal Impact:**
Minor, if any.

**Comment:**

1) The League has significant existing policy in this area. In the past the League has had internal task forces and sponsored and supported various legislative proposals.

2) Making significant progress in this area has been difficult in the Capitol. Federal and state fair housing and anti-discrimination laws and various court decisions have bearing on local authority in this area. Patient advocacy groups and sympathetic legislators have been suspicious of any solutions that they see as limiting patient access. Thus, any effort to develop solutions to address local land use concerns must also remain sensitive to these issues and the perspective of legislators that sit on committees with jurisdiction in these areas.

**Existing League Policy:**
Related to this Resolution, existing policy provides:
- The League supports permitting cities to exercise review and land use regulation of group home facilities and residential care facilities in residential neighborhoods including the application of zoning, building and safety standards. State and county licensing agencies should be required to confer with the city’s planning agency in determining whether to grant a license to a community care facility. The League recognizes that better review and regulation of residential care facilities will protect both the community surrounding a facility and the residents within a facility from a poorly managed facility or the absence of state oversight.
- The League supports state legislation to require a minimum distance of 300 feet between all new and existing residential care facilities. The League supports notification of cities about conditional release participants residing in group homes.

**RESOLUTION REFERRED TO HOUSING, COMMUNITY & ECONOMIC DEVELOPMENT AND REVENUE & TAXATION POLICY COMMITTEES**

3. **A RESOLUTION OF THE LEAGUE OF CALIFORNIA CITIES SUPPORTING SB 593 (MCGUIRE) AND CONTINUED LOCAL FLEXIBILITY FOR CITIES AS THEY ADDRESS NEIGHBORHOOD AND FISCAL IMPACTS OF TEMPORARY RENTALS OF RESIDENTIAL UNITS**

**Source:** City of West Hollywood
Concurrence of five or more cities/city officials: Cities of Healdsburg, Mammoth Lakes, Napa, Piedmont, Santa Cruz, Santa Monica, Sonoma
Referred to: Housing, Community & Economic Development; Revenue & Taxation Policy Committees
Recommendation to General Resolutions Committee:
WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use is a developing part of the sharing economy; and

WHEREAS, while these rentals provide additional options to the traveling public, and income to affected property owners or tenants, it is also important that such rentals comply with local laws, regulations and ordinances; and

WHEREAS, the temporary rental of residential houses, condominiums, rooms, and apartments for tourist or transient use can present numerous challenges to neighborhoods and adjacent property owners and create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows; and

WHEREAS, where temporary rental of residential units for tourist or transient use is allowed in conformance with local laws, regulations and ordinances, the applicable transient occupancy tax (TOT) should also be collected. The temporary rental of residential units for tourist or transient use is in direct competition with hotels, motels and other accommodations where guests pay the local TOT, so all such uses should be subject to the same tax. The revenues generated support local streets, roads, fire, police, lifeguards, trash pick-up, park maintenance and other local public services which directly affect local quality of life and the attraction of the community for a visitor; and

WHEREAS, the Thriving Communities and Sharing Economy Act, introduced as SB 593 by Senator Mike McGuire (D-2, Healdsburg), prohibits the operators of transient residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law within the applicable city or county that opts into its provisions, and requires the confidential quarterly reporting to the city or county of the following information (if the City or County adopts an ordinance requiring the reporting of the data):

1. The address of each residential unit that was occupied for tourist or transient use during the quarterly period.
2. The total number of nights the residential unit was occupied for tourist or transient use.
3. The amounts paid for the occupancy of the residential unit for tourist or transient use.

WHEREAS, the provisions of SB 593 bolster existing local authority to enforce local ordinances and collect revenue associated with the temporary rental of residential units by allowing local agencies access to the data necessary to enforce their ordinances and requiring short-term rental hosting platforms to collect local TOT and remit it to the appropriate jurisdiction if short-term rentals are allowed in that jurisdiction; and

WHEREAS, the provisions of SB 593 provide a helpful regulatory framework that cities and counties may choose in lieu of exercising their existing authority; and

WHEREAS, the League of California Cities supports SB 593 because it recognizes and preserves local flexibility to address the temporary rental of residential units in the manner that best fits with the unique issues and conditions found in each local jurisdiction; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; and

WHEREAS, SB 593 provides local jurisdictions with the data and framework necessary to enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals; and
WHEREAS, despite any existing challenges faced by cities in regulating or collecting revenue from the temporary rental of residential units, cities would oppose any effort to undermine their existing local authority to regulate land use or collect local TOT revenue.

RESOLVED, at the League of California Cities General Assembly, assembled at the League Annual Conference on October 2, 2015 in San Jose, as follows:

1. Land use regulation and local tax collection are best overseen and implemented locally.

2. While temporary rental of residential units can offer innovative opportunities for travelers and property owners within the developing sharing economy, cities must retain flexibility to address any problems raised by such uses in a manner that reflects the unique issues and conditions in their communities.

3. Cities have existing legal authority and tools to regulate and collect revenue from the temporary rental of residential units, and SB 593 provides the data and framework that supports and bolsters such local efforts.

4. The League encourages cities to support SB 593.

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Background Information on Resolution No. 3

Source: City of West Hollywood

Background:
The sharing economy has quickly become common place in the everyday life of many individuals, whether they participate in ride-sharing, have rented a short-term residential unit, or live in a community were either is prevalent. The sharing economy has provided benefits to many, but also includes many issues that must be addressed in order to allow these sharing practices to effectively incorporate into our communities. Specifically, the short-term rental of residential units has grown exponentially within the last several years throughout the State, and its impacts need to be addressed.

Presently, many cities and counties prohibit the renting of residences for less than 30 days. However, these prohibitions are frequently ignored by Online Vacation Rental Businesses (“OVRBs”), causing unwanted burdens on cities while reducing TOT collection from sanctioned hotels. The short-term rental of residential properties presents numerous challenges within neighborhoods and to adjacent property owners. They may create additional noise, traffic, parking, privacy and public safety issues, subvert local rent-control laws, decrease available housing stock and in some cases turn residential neighborhoods into de-facto hotel rows. The rentals facilitated by OVRB’s in these cities and counties go against the expressed wishes of the residents.

For the cities and counties that do allow short-term residential rentals, most require hosts to register and that transient occupancy taxes be paid. However, registration and payment of TOT in these cities and counties are based on the owners of the short terms residential units voluntarily reporting their rental activity. However, there has been a severe under-registration of hosts and underpayment of TOT. Only 10% of hosts in San Francisco have followed the city ordinance to register. Sonoma County has had to spend in excess of $200,000 in an attempt to track down those rentals that are not paying the required TOT under the ordinance. And Los Angeles is currently experiencing a rental housing shortage due in part to the recent popularity of OVRBs.
Cities and counties have been unable to obtain this information due to the fact that OVRB's pass their responsibility to individual homeowners. This lack of oversight and enforcement presents a gap in accountability, and as a result, local laws and regulations are not being followed.

Sen. Mike McGuire's Thriving Communities and Sharing Economy Act (SB 593) will provide local jurisdictions with the data and framework necessary to collect TOT revenues from short-term rentals, to pay for vital local services; or conversely, the data necessary to help cities enforce local regulations designed to ensure the safety of the public and residents living adjacent to short-term rentals, if those rental are not allowed.

Specifically, SB 593 would: 1) Prohibit the operators of short-term residential hosting platforms from advertising residential units for tourist or transient use if such use will violate any ordinance, regulation, or law, within the applicable city that opts into the bill's provisions; 2) Require short-term rental housing platforms to collect and remit applicable transient occupancy tax (if short-term rentals are allowed in the city and the collection of TOT is required by the city); and 3) Require the confidential quarterly reporting of the address of each residential unit that was occupied for tourist or transient use during the quarterly period, the total number of nights the residential unit was occupied for tourist or transient use, and the amounts paid for the occupancy of the residential unit for tourist or transient use.

The premise of SB 593 is simple: reinforce local laws already on the books. Where vacation rentals are legal, the bill will assist local jurisdictions in their regulation and collection of Transient Occupancy Taxes, (TOT) as more than 430 cities and 56 counties impose a TOT. Where vacation rentals are illegal by local ordinance, the bill will prohibit online vacation rental businesses from making a rental.

The Thriving Communities and Sharing Economies Act will empower local control, provide desperately needed funding for parks, local roads, fire and police services, and promote safe neighborhoods. SB 593 will require online vacation rental businesses to disclose information to cities and counties and/or collect and disperse Transient Occupancy Tax dollars – projected to be in the hundreds of millions of dollars statewide.

The emerging short term rental industry is an important segment of the state economic fabric and an issue of statewide importance. SB 593 would assist in facilitating a shared economy that will be beneficial to California's cities and their residents.

League of California Cities Staff Analysis on Resolution No. 3

Staff:  Dan Carrigg  
Committees: Housing, Community & Economic Development; Revenue & Taxation

Summary:  
This Resolution seeks to highlight and increase support for SB 593 (McGuire), which is pending in the Legislature. SB 593, titled the Thriving Communities and Sharing Economy Act, seeks to bolster local efforts to regulate and collect transient occupancy taxes from the temporary rental of residential houses, condominiums, rooms, and apartments for tourists and transient use. The League is currently in support of this legislation.

Background:  
The City of West Hollywood and other cities are sponsoring the resolution in an effort to expand awareness of the issue among cities and encourage additional support for SB 593. They view the
legislation as helpful in bolstering local efforts to appropriately regulate a growing vacation rental industry.

The author introduced SB 593 based upon his past experience as both former Mayor of Healdsburg and a Sonoma County Supervisor. These areas are popular with tourists, and the affected communities are facing increasing land use and revenue collection issues. SB 593 is currently on the Senate Floor and is considered a “two-year bill,” meaning that it cannot move until January 2016.

In addition to the League, SB 593 has a broad range of support:

**Support:** American Federation of State, County, and Municipal Employees, AFL-CIO; American Hotel and Lodging Association; Asian American Hotel Owners Association; American Insurance Association; Association of California Insurance Companies; Andaz West Hollywood General Manager Lin Schatz; Association for Los Angeles Deputy Sheriffs; City of Big Bear Lake; Borrego Springs Chamber of Commerce & Visitors Bureau; California Apartment Association; California Association of Boutique and Breakfast Inns; California Association of County Treasurers and Tax Collectors; California Apartment Association; California Association of Code Enforcement Officers; California College and University Police Chiefs Association; California Narcotics Officers Association; California Police Chiefs Association; California Hotel and Lodging Association; California Labor Federation; California Professional Firefighters; California State Association of Counties; California Teamsters Public Affairs Council; Contra Cost County Treasurer-Tax Collector Russell Watts; Paul Desterman, Mindy Desterman; El Dorado County Treasurer-Tax Collector C.L. Raffety; Douglas Engmann; Fairmont San Jose General Manager Kelley Cosgrove; Hilton Los Angeles/Universal City General Manager Mark Davis; Hotel Association of Los Angeles; Hotel Council of San Francisco; Humboldt County Convention and Visitors Bureau; International Faith Based Coalition; League of California Cities; Long Beach Firefighter Association; Los Angeles Alliance for a New Economy; Los Angeles Police Protective League; Town of Mammoth Lakes; Marin County Council of Mayors and Councilmembers; Marriott Courtyard in Larkspur General Manager Sam Pahlavan; Denise McNicol; Mendocino County Board of Supervisors; Mendocino County Treasurer-Tax Collector Shari Schapmire; Mono County Board of Supervisors; Ashok Mukherje; National Association of Mutual Insurance Companies; Neighbors for Overnight Oversight; Jenny Oaks; Pacific Association of Domestic Insurance Companies; Riverside Sheriffs Association; Rural County Representatives of California; Sacramento Hotel Association; San Diego County Hotel-Motel Association; San Franciscans for Reasonable Growth; San Luis Obispo County Auditor-Controller-Treasurer-Tax Collector James Erb; San Mateo County Central Labor Council; Santa Cruz County Convention and Visitors Council; Service Employees International Union; ShareBetter San Francisco; Sierra County Auditor-Treasurer-Tax Collector Van Maddox; Siskiyou County Treasurer-Tax Collector Wayne Hammar; Sonoma County Auditor-Controller-Tax Collector David Sundstrom; Sonoma County Board of Supervisors; City of Thousand Oaks; Tulare County Auditor-Controller-Treasurer-Tax Collector Rita Woodward; Tuolumne County Treasurer-Tax Collector Shelley Picch; UNITE-HERE, AFL-CIO; United Firefighter of Los Angeles City, Local #112; Natasha Yankoffski.

**Opposition:** Airbnb; Consumer Watchdog; Internet Association, TechNet.

**Fiscal Impact:**
Transient Occupancy Taxes are a significant source of local revenue. Many cities and counties are encountering challenges identifying units in their community that are being used as vacation rentals and collecting associated revenue. Where vacation rentals are permitted by local ordinance, the passage of SB 593 can assist local efforts, thereby increasing local revenues to support local services.

**Comment:**
3) Earlier this year the League’s Housing Community and Economic Development Committee and Revenue and Taxation Committee reviewed an earlier version of SB 593 and initially adopted a
Support, If Amended position, which was concurred with by the League board. The author later incorporated the League’s amendments into the bill and the League issued a support letter on the current version of the bill.

4) Local governments already have extensive authority to regulate land use and collect local taxes. While vacation rentals may be an increasingly popular option for the traveling public, local ordinances are beginning to adjust. The League supports SB 593 because it is crafted in a way that supports local authority in dealing with this emerging issue. Local agencies can either opt in to its provisions or continue to address issues differently under their existing local authority.

Existing League Policy:
Related to this Resolution, existing policy provides:

HCED Policy: The League believes that local zoning is a primary function of cities and is an essential component of home rule.

Rev. & Tax Policy: Additional revenue is required in the state/local revenue structure. There is not enough money generated by the current system or allocated to the local level by the current system to meet the requirements of a growing population and deteriorating services and facilities.

RESOLUTION REFERRED TO ENVIRONMENTAL QUALITY POLICY COMMITTEE

4. RESOLUTION CALLING UPON THE GOVERNOR AND THE LEGISLATURE TO WORK WITH THE LEAGUE OF CALIFORNIA CITIES TO ENACT LEGISLATION OR TO OTHERWISE COMPEL SOUTHERN CALIFORNIA EDISON TO CREATE A PROGRAM TO AUTOMATICALLY PROVIDE DIRECT COMPENSATION TO ITS CUSTOMERS AFFECTED BY PROLONGED ELECTRICAL POWER OUTAGES UNDER SPECIFIED CIRCUMSTANCES.

Source: City of Rancho Palos Verdes
Concurrence of five or more cities/city officials: Cities of Hermosa Beach, Lomita, Palos Verdes Estates, Rolling Hills and Rolling Hills Estates
Referred to: Environmental Quality Policy Committee
Recommendations to General Resolutions Committee:

WHEREAS, local governments in California are often reliant upon investor-owned private utility companies for the provision of electrical power to their citizens, businesses and institutions; and,

WHEREAS, the reliability and consistency of electrical supply and transmission is critically important to local governments to ensure the protection of the public safety, health and general welfare of communities; and,

WHEREAS, prolonged disruptions in electrical service can jeopardize the health of citizens who have a variety of physical challenges and rely on a constant source of power for medical devices; the safety of senior citizens who are particularly susceptible to injury if power outages persist for long periods of time into evening hours; and the financial well-being of citizens, businesses and institutions that suffer from the loss of food, medication and other perishable items during prolonged power outages; and,

WHEREAS, Southern California Edison (SCE), an investor-owned utility serving 15 million customers in Southern and Central California, experiences frequent and prolonged service disruptions due to both planned and unplanned outages, equipment failures and weather-related events, which adversely affect local governments within its service area; and,
WHEREAS, SCE has been fined by the California Public Utilities Commission in the past due to prolonged service disruptions, most recently being levied a $24.5 million penalty as a result of a prolonged outage that resulted from a wind storm in 2011; and,

WHEREAS, although SCE provides a claim process by which its customers may seek compensation for financial losses incurred as a result of prolonged service disruptions, SCE appears to reject most such claims; which places an unreasonable burden upon its customers and creates a false impression that customers will be compensated for their losses; and,

WHEREAS, at least one other investor-owned utility in California, Pacific Gas and Electric (PG&E) in Northern and Central California, has existing programs and procedures in place (“Safety Net” and “Service Guarantee”) that automatically and directly compensate its customers when they are affected by prolonged service disruptions, including disruptions due to weather events and other causes, without the need for customers to seek compensation through a claim process; and,

WHEREAS, these PG&E programs provide for “Storm Inconvenience Payments” of $25 to $100 for weather-related service disruptions of forty-eight (48) hours or more; as well as $30 service credits in instances of where the customer’s electrical service is not restored within four (4) hours, or the customer is not provided with a time for service restoration within four (4) hours; the customer is without electrical service for twenty-four (24) hours or more in the event of unplanned service disruptions (unless the cause of the disruption is completely beyond the utility’s control); and the customer is without electrical service as a result of a planned service interruption where less than seventy-two (72) hours’ notice is provided to the customer; and,

WHEREAS, local governments within SCE’s service area believe that requiring SCE to implement automatic and direct compensation programs for prolonged service disruptions, similar to those implemented by PG&E, will provide tangible relief to citizens, businesses and institutions that are adversely affected by prolonged outages, and will incentivize SCE to improve the reliability of its equipment and service; and now therefore let it be,

RESOLVED by the General Assembly of the League of California Cities, assembled in San Jose on October 2, 2015, that the League calls for the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances; and let it be,

FURTHER RESOLVED that such program shall be modeled upon PG&E’s “Safety Net” and “Service Guarantee” programs, and shall cover weather-related events and planned and unplanned service disruptions.

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Background Information on Resolution No. 4

Source: City of Rancho Palos Verdes

Background:
The City of Rancho Palos Verdes and other cities in the South Bay region of Los Angeles County have longstanding concerns regarding the ineffective process by which Southern California Edison (SCE) addresses residents’ claims, and desires to obtain the League’s assistance in correcting that process. On the Palos Verdes Peninsula, SCE’s aged infrastructure has caused fires and repeated, prolonged power
outages. The prolonged power outages are the focus of this request, because they adversely affect residents in a variety of ways, particularly:

- Residents who have a variety of physical challenges and rely on a constant source of power for medical devices;
- Residents who are senior citizens and are particularly susceptible to injury if power outages persist for a long period of time into the evening hours; and,
- Residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged power outages.

The California Public Utilities Commission (CPUC) has the authority to impose penalties on utilities, including for prolonged power outages, and did so in connection with an extreme wind event that occurred in the Los Angeles area in 2011. However, the CPUC is not authorized to award claims to residents for prolonged electrical power outages. If a resident has a claim he or she wishes to pursue, the resident must file a claim with SCE, along with documentation of the financial loss that was incurred. If the claim is rejected, the resident then must file a lawsuit against SCE (probably in small claims court). Most residents will not want to spend the time and effort to pursue small claims for monetary damages arising from extended power outages.

SCE only awards claims for damages caused by its own negligence. This means that if an extended power outage is caused by a weather-related event, the claim will be denied. The SCE website also states that it will not cover claims for power surges. Since SCE often moves power from one line to another to enable repairs and maintenance, SCE can be the cause of the power surge, but residents still will not receive compensation for those claims.

**Proposed Legislation**
The proposed resolution calls upon the Governor and Legislature to enact legislation (or take other action) that will provide rebates in flat amounts to SCE customers for extended power outages under specified conditions. The proposed legislation could be modeled on the “Safety Net” and “Service Guarantee” programs offered by Pacific Gas and Electric (PG&E), another California-based investor-owned utility, which provides specific rebates to its customers based upon the type, cause and duration of service interruptions. These penalties are designed to provide direct compensation to SCE’s customers who are adversely affected by prolonged power outages, and to incentivize SCE to restore the power as quickly as possible. They also will eliminate the frustration that SCE’s customers experience as a result of SCE’s existing claim process.

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**League of California Cities Staff Analysis on Resolution No. 4**

Staff: Jason Rhine  
Committee: Environmental Quality

**Summary:**
Resolution No. 4 calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel Southern California Edison (SCE) to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage under specified circumstances.

**Background:**
City of Rancho Palos Verdes asserts that the South Bay region of Los Angeles County has longstanding concern regarding the ineffective process by which SCE addresses residents’ claims associated with
prolonged electrical power outages. The City believes that SCE’s aged infrastructure has caused fires and repeated, prolonged electrical power outages. Prolonged electrical power outages can adversely affect residents who have physical challenges and rely on a constant source of power for medical devices; residents who are senior citizens and are particularly susceptible to injury if electrical power outages persist for a long period of time into the evening hours; and, residents who suffer financial burdens as a result of losing food, medication and other perishable items during prolonged electrical power outages.

According to information provided by SCE, SCE has the following customer compensation program:

**Service Guarantee Program**

SCE shall provide the following four service guarantees to its electric customers and provide a $30 credit when these service guarantees are not met. Unless otherwise stated below, the four service standards apply only to active service accounts served under the Residential, General Service and Industrial, or Agricultural and Pumping rate schedules.

- **Restoration of Service Within 24 Hours**: SCE will restore electrical service within 24 hours of when SCE first becomes aware of a power outage. The first credit will be applied if the outage exceeds 24 hours. Additional credits will be applied for each succeeding 24-hour period that the customer is without service. Partial credits will not be paid for outage periods less than a full 24-hour increment. **Power outages associated with a moderate, severe, or catastrophic storm condition are exempt from the program.**

- **Missed Appointments**: When an appointment for a field service visit is made with a customer for a specific appointment time, and the customer’s presence is required for establishing new service, a billing inquiry, or meter installation, SCE will arrive at the agreed upon appointment within 30 minutes before or after the scheduled time.

- **Notification of Planned Outages**: SCE will provide customers with notification of a planned outage at least three calendar days prior to the event. SCE will notify customers either by US Postal Service mail, by phone, in-person or door-to-door through door hangers, or by e-mail if SCE has the customer’s e-mail address on file. If a planned outage is rescheduled to a new date not specified in the original notice to the customer, SCE will provide a new notice at least three calendar days in advance of the rescheduled planned outage.

- **Timely and Accurate First Bill**: SCE will issue an accurate first bill to a new customer of record within 60 days of establishing service. The bill and bill accuracy is defined according to the terms and conditions of SCE’s Rule 9 (Rendering and Payment of Bills) and Rule 17 Section A (Adjustment of Bills and Meter Tests Usage) and Section D (Adjustment of Bills for Billing Error). The service guarantee credit process will be initiated once SCE is aware that the first bill was either inaccurate or issued beyond sixty days of establishing service. The first bill for any given customer account is eligible for only one service guarantee credit regardless of whether the bill is late, inaccurate, or both.

According to PG&E’s website, PG&E offers the following customer compensation programs:

**Compensation for Extended Outages**

**STORMS MESSAGE**: If you are a residential customer and have gone without power for at least 48 hours due to severe storm conditions, you may qualify for a payment under PG&E's Safety Net Program. This program provides for the automatic payment of $25 - $100, which is paid about 60 days following the storm outage. In some cases, processing may take 90-120 days (heavy storm season).

**Safety Net Program**

We understand how inconvenient it is for customers who go without power for 48 hours or longer due to severe events, such as a storm. That is why PG&E created the following:
• PG&E will provide payments to residential customers we determine were without power for more than 48 hours due to a severe storm.
• The payments will range from $25 up to $100, depending on the length of the outage.

Eligibility
• The Storm Inconvenience Payment provision of the Safety Net Program applies to residential customers only (rate schedules E-1, E-6, E-7, E-8, E-9, EM, ES, LSR, ET, and EV); customers also may be enrolled in programs such as CARE and medical baseline.
• Businesses, agricultural accounts, multi-family building common areas, streetlights, and all other customers other than residential customers are ineligible for Storm Inconvenience Payments.
• Storm Inconvenience Payments will not be issued to customers in areas where access to PG&E's electric facilities was blocked (mud slides, road closures or other access issues). Also, if customer equipment prevented restoral or extended customer outage (ex. weatherhead, service drop, etc.).
• The outage must have occurred during a major weather-related event that caused significant damage to PG&E's electric distribution system.
• The outage must have lasted more than 48 hours.
• Storm Inconvenience Payments are in increments of $25 ($100 maximum per event).
  Payment levels are based on the length of the customer's outage:
  o 48 to 72 hours $25
  o 72 to 96 hours $50
  o 96 to 120 hours $75
  o 120 hours or more $100
• Both bundled-service and direct-access residential customers qualify for Storm Inconvenience Payments.
• Storm Inconvenience Payments will be issued to the customer of record.
• A customer with multiple residential services such as a primary residence and a vacation home is eligible for Storm Inconvenience Payments at each location where there was a storm-related outage of more than 48 hours.
• Customers must have an open account (service agreement) in good standing at the time of the outage and at the time payment is issued (generally 45 to 60 days after the event).
• For master-metered accounts such as mobile home parks, the customer of record will receive the Storm Inconvenience Payment for the master meter only.

Service Guarantee Program
Gas and electricity are essential to keep your life running smoothly, safely and efficiently. When your service is interrupted or in need of repair, you expect a reasonable and timely response. To ensure that we provide this to you, PG&E has implemented service guarantees, which spell out our commitment to prompt customer service for our customers:
• Guarantee 1: Missed Appointments: PG&E will meet the agreed upon appointment time set with our customer during contact with our Call Center or automatically credit your account $30.
• Guarantee 2: Non-Emergency Investigations: PG&E will investigate non-emergency situations (check meter) and communicate results to a customer within seven days of a customer's request. Check-meter appointments between October 15 and December 15 of each year will be scheduled within 10 workdays. If an off-site meter test is required, PG&E will communicate the results to the customer within 30 days. If access is required to the customer's premises, then an appointment is necessary. Failure to meet the service guarantee will result in a $30 credit to the customer's account. An automatic credit to the customer's account would apply only if PG&E misses a scheduled appointment date. If
the appointment is scheduled beyond five workdays, the customer must notify PG&E to receive the credit. If PG&E's records show that such scheduling was at the customer's request, the credit does not apply.

- **Guarantee 3: Emergency:** The Emergency Service Guarantee is not currently in effect.
- **Guarantee 4: Complaint Resolution:** PG&E will decide on a course of action to resolve a complaint and communicate it to the customer within three working days. PG&E will communicate the complaints resolution to the customer within 10 working days, or 30 working days when an off-site meter test is required or an on-site home audit is requested. Failure to meet the service guarantee will result in a $30 credit to the customer's account.
- **Guarantee 5: New Meter Installations:** PG&E will meet the agreed upon date for new service meter installations and service turn-ons or automatically credit your account $50.
- **Guarantee 6: Electric Service Disruptions:** PG&E will respond to customer calls reporting electric service interruptions within four hours by restoring service; or by informing the customer, upon request, when service restoration is expected; or automatically credit your account $30.
- **Guarantee 7: Electric Service Restoration:** PG&E will restore electric service within 24 hours, unless the cause is absolutely beyond our control, or we will automatically credit your account $30 for each 24-hour period you are without service.
- **Guarantee 8: Commencing Bills:** PG&E will issue an accurate commencing bill to a new customer account within 60 days of service initiation, or we will automatically credit your account $30.
- **Guarantee 9: Planned Interruptions:** PG&E shall provide at least three days' notice of a planned interruption in service. Failure to meet the service guarantee will result in a $30 credit to the customer's account. This guarantee will require a customer call and PG&E investigation to determine if PG&E's commitment to notify customers 72 hours in advance of planned interruptions was missed. Customers notified of planned service interruptions 72 hours in advance may have their service interrupted on multiple occasions on the date(s).
- **Guarantee 10: Service Termination in Error:** Impacted customers will be eligible for a $100 credit adjustment if PG&E terminates service in error.

**Fiscal Impact:**
No Impact on City Funds. Compelling SCE to create automatic direct compensation programs modeled on PG&E’s “Safety Net” and “Service Guarantee” programs would have no direct fiscal impact on cities because the “Safety Net” program is limited to residential customers and the “Service Guarantee” program is very similar to SCE’s existing program. However, residential customers would receive direct payments in specified circumstances for prolonged electrical power outages.

**Comment:**
- The City of Rancho Palos Verdes, in sponsoring this resolution, does not believe that SCE has an effective process to address customer damage claims associated with prolonged electrical power outages. According to the resolution, the City of Rancho Palos Verdes would like to compel SCE to create a program to automatically provide direct compensation to its customers affected by prolonged electrical power outages under specified circumstances. Additionally, the program would be modeled upon PG&E “Safety Net” and “Service Guarantee” programs, and shall cover weather-related events and planned and unplanned service disruptions.
- **What is SCE's process to provide relief to customers that have experienced a prolonged electrical power outage?** As part of SCE's four point service guarantee program, customers experiencing an electrical power outages exceeding 24 hours, may qualify for a $30 credit under specific conditions. However, prolonged electrical power outages
caused by a moderate, severe, or catastrophic storm condition are exempt from the program.

- **How does PG&E provide relief to customers that have experienced a prolonged electrical power outage?** Like SCE, PG&E has a multi-point service guarantee program that provides customer credits that range from $30-$100 for a wide range of activities. In addition, PG&E has a specific, weather-related program, the “Safety Net” program, which provides automatic, direct payment to customers experiencing electrical power outages, in excess of 48 hours.

- **What type of customer compensation program does the Resolution call for?** The Resolution calls for a customer compensation program that expands beyond PG&E’s two existing programs. Under the Resolution, the City of Rancho Palos Verdes would like to compel SCE to adopt a program based on PG&E’s “Safety Net” and “Service Guarantee” programs, and also cover weather-related events and planned and unplanned service disruptions.

- **Do these programs really provide funds to residential customers?** While the Resolution holds PG&E’s programs in high esteem, after hearing from a number of city officials in PG&E’s service territory, it seems that there is a great deal of skepticism around the effectiveness and utilization of their residential compensation programs. Is PG&E’s program really working as described?

- **What about California’s other Investor Owned Utilities (IOU) and municipal utilities?** The Resolution is directed at SCE. However, the committee may want to consider the implications of the Resolution on the other investor owned utilities and municipal utilities.

- **Is legislation the best approach?** The Resolution calls upon the Governor and the Legislature to work with the League of California Cities to enact legislation or to otherwise compel SCE to create a program to automatically provide direct compensation to its customers affected by a prolonged electrical power outage. Given that the California Public Utilities Commission regulates all of the investor owned utilities, it may be more appropriate to seek a regulatory change rather than a legislative proposal.

- **More information to come.** The Resolution could have broader implications beyond SCE and PG&E. Prior to the Environmental Quality Policy Committee and General Resolutions Committee meeting at Annual Conference, League staff will provide additional background information on the following:
  
  - Other IOU electrical power outage compensation programs.
  - Municipal utility electrical power outage compensation programs.
  - Role of the California Public Utilities Commission.

**Existing League Policy:**

In response to the energy crisis of 2001, the League of California Cities established extensive policy and guiding principles related to the electric industry. However, there is no existing policy that pertains to prolonged power outages or compensating customers for damages incurred during a prolonged power outage.