



Mark Arapostathis
Mayor

Bill Baber
Vice Mayor

Ruth Sterling
Councilmember

Kristine Alessio
Councilmember

Guy McWhirter
Councilmember

David Witt
City Manager

Glenn Sabine
City Attorney

Mary Kennedy
City Clerk

Eldon Vogt
City Treasurer

City of La Mesa
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LA MESA CITY COUNCIL

AGENDA

A Regular Meeting of the City Council
and a Special Meeting of the City of La Mesa
Successor Agency

Tuesday, January 26, 2016

6:00 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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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.
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- ✓ 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.
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- ✓ 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

JANUARY 26, 2016

6:00 P.M.

**ROLL CALL: CITY COUNCIL
CITY OF LA MESA SUCCESSOR AGENCY**

INVOCATION – VICE MAYOR BABER

PLEDGE OF ALLEGIANCE

CITY MANAGER COMMENTS

COMMUNITY BULLETIN REPORTS

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 – CITY COUNCIL

(Items 1 through 4)

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 JANUARY 12, 2016**
3. **RESOLUTION AUTHORIZING CITY PARTICIPATION IN THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (CSCDA) OPEN PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM**

Staff Reference: Ms. Dick

4. **RESOLUTION TO APPROPRIATE FUNDS FOR THE MIGRATION OF THE BUSINESS LICENSE SYSTEM TO HDL PRIME**

Staff Reference: Ms. Waller-Bullock

CONSENT CALENDAR – CITY OF LA MESA SUCCESSOR AGENCY

(Items 5 through 6)

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

5. **APPROVAL OF MOTION TO WAIVE THE READING OF THE TEXT OF ALL ORDINANCES AND RESOLUTIONS AT THIS MEETING**
6. **RESOLUTION OF THE SUCCESSOR AGENCY TO THE LA MESA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) FOR THE TWELVE-MONTH PERIOD FROM JULY 1, 2016 THROUGH JUNE 30, 2017 AND APPROVING RELATED ACTIONS**

Staff Reference: Ms. Waller-Bullock

COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)

AB 1234 REPORTS (GC 53232.3(d))

COUNCIL INITIATED

7. **REQUEST FOR COUNCIL APPROVAL OF VICE MAYOR BABER’S TRAVEL EXPENSE TO ATTEND THE LEAGUE OF CALIFORNIA CITIES HOUSING POLICY COMMITTEE MEETING, JANUARY 21 – 22, 2016 IN SACRAMENTO – VICE MAYOR BABER**

7:00 P.M.

HEARING/ORDINANCE: FIRST READING

8. **CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 24 OF THE LA MESA MUNICIPAL CODE TO INCREASE THE NUMBER OF DOGS ALLOWED PER DWELLING UNIT**

Staff recommends the Council approve the Negative Declaration and approve the introduction and first reading of the Ordinance.

Staff Reference: Ms. Dick

CITY ATTORNEY REMARKS

ADJOURNMENT

Minutes of a Regular Meeting of the La Mesa City Council
Tuesday, January 12, 2016 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: City Manager Witt; City Attorney Sabine; Assistant City Manager/Community Services Director Garrett; City Clerk Kennedy.

ROLL CALL: LA MESA PUBLIC FINANCING AUTHORITY

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

ABSENT: None.

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

INVOCATION – VICE MAYOR BABER

PLEDGE OF ALLEGIANCE

CITY MANAGER COMMENTS

There were no comments.

COMMUNITY BULLETIN REPORTS

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

PRESENTATION

MAYOR'S STATE OF THE CITY REPORT

Mayor Arapostathis presented the State of the City report and reviewed the many accomplishments in 2015. Mayor Arapostathis also highlighted the goals and various projects to come in the new year.

ADDITIONS AND/OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

PUBLIC COMMENTS

Mr. Aaron Landau, La Mesa, spoke regarding the problem of homelessness in La Mesa and throughout the region. Mr. Landau said a permanent solution was needed and urged the Council to request the Mayor of San Diego and the County Board of Supervisors hold a symposium to brainstorm solutions to the problem.

Ms. Diane Shea, La Mesa, said more activities, restaurants and possibly a Landmark Theater were needed on La Mesa Boulevard west of Spring Street. Ms. Shea asked what she could do to help connect the neighbors and merchants to encourage more unity in the Village.

CONSENT CALENDAR – CITY COUNCIL
(Items 1 through 8)

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

Approved.

2. APPROVAL OF MINUTES OF A REGULAR MEETING HELD DECEMBER 8, 2015

Approved.

3. RATIFICATION OF THE DESIGN REVIEW BOARD'S APPROVAL OF DRB-15-09 (VOGT) – A PROPOSED SINGLE-FAMILY RESIDENCE ON A VACANT LOT ADDRESSED AS 8255 FINLEY AVENUE IN THE R1 (URBAN RESIDENTIAL) ZONE

Ratified.

4. RESOLUTION WAIVING COMPETITIVE BIDDING AND AWARDED A WATERPROOFING MAINTENANCE CONTRACT FOR THE LA MESA POLICE STATION

Resolution No. 2016-001 was adopted.

5. RESOLUTION APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA MESA AND ELITE SHOW SERVICES, INC. FOR SPECIAL EVENT SECURITY

Resolution No. 2016-002 was adopted.

6. RESOLUTION AWARDED A CONTRACT EXTENSION TO BUREAU VERITAS FOR BUILDING INSPECTION SERVICES THROUGH THE END OF FISCAL YEAR 2015-2016

Resolution No. 2016-003 was adopted.

CONSENT CALENDAR – CITY COUNCIL – Continued

- 7. RESOLUTION OF THE CITY OF LA MESA AUTHORIZING THE ACCEPTANCE OF THE FY15 STATE HOMELAND SECURITY GRANT PROGRAM (SHSGP) GRANT OF \$47,725 FOR TERRORISM PREPAREDNESS

Resolution No. 2016-004 was adopted.

- 8. RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE STATE REVOLVING FUND AGREEMENT FOR THE ALVARADO TRUNK SEWER IMPROVEMENT PROJECT

Resolution No. 2016-005 was adopted.

ACTION: Motioned by Vice Mayor Baber and seconded by Councilmember McWhirter to approve Consent Calendar items 1 through 8.

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 COUNCIL AND LA MESA PUBLIC FINANCING AUTHORITY (Items 9 through 10)

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

Approved.

- 10. ACCEPTANCE OF THE BASIC FINANCIAL STATEMENTS AND INDEPENDENT AUDITOR'S REPORT FOR THE CITY OF LA MESA AND THE LA MESA PUBLIC FINANCING AUTHORITY FOR THE YEAR ENDING JUNE 30, 2015

Accepted.

ACTION: Motioned by Councilmember/Authority Member Baber and seconded by Councilmember/Authority Member McWhirter to approve Consent Calendar items 9 and 10.

Vote: 5-0

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

Motion passed.

ORDINANCES: SECOND READING

11. A. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MESA RE-AFFIRMING AND CONFIRMING THAT THE CULTIVATION OF MARIJUANA AND ANY RELATED USES IS PROHIBITED PURSUANT TO THE PERMISSIVE ZONING CODE ENACTED IN THE LA MESA MUNICIPAL CODE; AND, THEREFORE, THE STATE IS PROHIBITED FROM ISSUING A LICENSE FOR THE CULTIVATION OF MEDICAL MARIJUANA AND ANY RELATED USES IN THE CITY OF LA MESA; AND

City Attorney Sabine read the title of the Ordinance.

ACTION: Motioned by Councilmember Sterling and seconded by Councilmember Alessio 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. 2016-2843 was adopted.

11. B. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MESA ADDING CHAPTER 10.39 TO THE LA MESA MUNICIPAL CODE FOR THE PURPOSE OF EXPRESSLY PROHIBITING MOBILE DISPENSING AND DELIVERY OF MARIJUANA

City Attorney Sabine read the title of the Ordinance.

ACTION: Motioned by Councilmember Alessio and seconded by Councilmember Sterling 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. 2016-2844 was adopted.

STAFF REPORT

12. CONSIDERATION OF APPOINTING AND/OR REAPPOINTING COUNCILMEMBERS TO OUTSIDE BOARDS, COMMISSIONS AND COMMITTEES

Mayor Arapostathis proposed the Council appointments to the outside boards, commissions and committees remain the same for 2016.

STAFF REPORT – Continued

ACTION: Motioned by Mayor Arapostathis and seconded by Councilmember Sterling to maintain the same appointments to the outside boards, commissions and committees for 2016.

Vote: 5-0

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

No: None

Abstained: None

Absent: None

Motion passed.

COUNCIL COMMITTEE REPORTS (3 MINUTE LIMIT)

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

Vice Mayor Baber announced he had been appointed to the League of California Cities Housing Commission and would be attending several meetings in Sacramento throughout the year.

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 4:26 p.m.

Mary J. Kennedy, CMC
City Clerk



STAFF REPORT

REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: January 26, 2016
SUBJECT: Property Assessed Clean Energy (PACE) Program – Resolution authorizing City participation in the California Statewide Communities Development Authority (CSCDA) Open PACE Program.
ISSUING DEPARTMENT: Community Development

SUMMARY:

Issue:

Should the City of La Mesa participate in the Open Property Assessed Clean Energy (Open PACE) programs administered by the California Statewide Communities Development Authority (CSCDA)?

Recommendation:

That the City Council adopt a resolution (Attachment A) modifying the City Pace Program membership administered by the California Statewide Communities Development Authority (CSCDA).

Fiscal Impact:

There would be no impact to the General Fund associated with the City’s membership in the subject PACE program. There is no cost for City membership in the California Statewide Communities Development Authority (CSCDA) Program. All administrative costs are covered through an initial administrative fee which is included in the property owner’s voluntary contractual assessment and an annual administrative fee which is also collected on the property owner’s tax bill.

Environmental Review:

This action is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15060(c)(2) [*the activity will not result in direct or reasonably foreseeable indirect physical change in the environment*] and Section 15060(c)(3) [*the activity is not a project as defined in Section 15378*] of the CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, because it has no potential for resulting in physical change to the environment, directly or indirectly.

City’s Strategic Goals:

Continue to improve high quality municipal services.

BACKGROUND:

Assembly Bill (AB) 811 was signed into law on July 21, 2008, and AB 474, effective January 1, 2010, amended Chapter 29 of Part 3 of Division 7 of the Streets and Highways Code of the State of California ("Chapter 29") and authorizes a legislative body to designate an area within which authorized public officials and property owners may enter into voluntary contractual assessments to finance the installation of distributed generation renewable energy sources, energy efficiency, and/or water conservation improvements that are permanently fixed to real property, as specified in the statutes. The financing for these improvements has come to be known as PACE, which stands for Property Assessed Clean Energy.

CSCDA,¹ the largest Joint Powers Authority in California, founded and sponsored by the League of California Cities and CSAC, is implementing Property Assessed Clean Energy ("PACE") under the provisions of Chapter 29 of Division 7 of the Streets & Highways Code (commonly referred to as "AB 811") on behalf of its member counties and cities. AB811 authorizes a legislative body to designate an area within which authorized public officials (including a joint powers authority like CSCDA) and free and willing property owners may enter into voluntary contractual assessments to finance the installation of renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure, in each case affixed to real property (the "Improvements").

CSCDA's Commissioners pre-qualified and appointed two PACE Administrators to manage the CSCDA Open PACE program in order to offer members turn-key PACE solutions that provide residential and commercial property owners the choice among prequalified PACE financing providers, creating competition on terms, service and interest rates. The prequalified program administrators operating the following programs are AllianceNRG Program^{TM2} and Renewable Funding LLC (administering CaliforniaFIRST).

On February 23, 2010, the City Council adopted Resolution 2010-022 approving membership in the CSCDA and agreeing to its first Pace Program provider. On June 10, 2014, the City Council adopted Resolution 2014-047 adding a provider and administered by the Western Riverside Council of Governments (Joint Powers Authority) and to the City's Pace Program. On March 10, 2015, the City Council adopted Resolution 2015-019 adding another provider and administered by California Enterprise Development Authority (CEDA).

The Open PACE program allows additional providers to be included without further City Council actions as long as the City is a CSCDA member. The adoption of the attached resolution would allow two additional providers to be automatically included in the City's Pace Program.

¹ The California Statewide Communities Development Authority (CSCDA) was created in 1988, under California's Joint Exercise of Powers Act, to provide California's local governments with an effective tool for the timely financing of community-based public benefit projects. CSCDA has over 500 member agencies and is the Joint Powers Authority and conduit bond issuer sponsored by the League of California Cities and the California State Association of Counties. More information about CSCDA is available at www.cscda.org.

² The AllianceNRG Program consists of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC.

CSCDA's Open PACE program offers turnkey solutions to save California jurisdictions the time and resources of developing standalone PACE programs. Jurisdictions only need to adopt the form of resolution accompanying this staff report related to the CSCDA Open PACE program to begin the process. There is no cost to approving the resolution.

PACE has been a very successful financing tool in California. PACE is operating in over 250 jurisdictions throughout the state, and nearly half a billion dollars in energy efficiency, water efficiency and renewable projects have been funded.

More information about CSCDA and CSCDA's Open PACE Program Administrators is described in the following pages.

CSCDA and Open Pace Description:

CSCDA Open PACE is being offered to allow property owners in participating cities and counties to finance renewable energy, energy water efficiency improvements, seismic improvements and electric vehicle charging infrastructure on their property. Participation in the assessment is 100% voluntary by the property owner. The improvements installed on the owner's property are financed by the issuance of bonds by CSCDA. The bonds are secured by a voluntary contractual assessment levied on the owner's property. Property owners who wish to participate in PACE agree to repay the money through the voluntary contractual assessment collected with property taxes. The voluntary contractual assessments will be levied by CSCDA and collected in annual installments through the applicable county secured property tax bill.

The benefits to the property owner include:

- Competition: CSCDA Open PACE provides two options to property owners: AllianceNRG Program and CaliforniaFIRST. Property owners can shop for the best price and service through the availability of the PACE administrators.
- Eligibility: In today's economic environment, alternatives for property owners to finance renewable improvements may not be available. Many property owners do not have financing options available to them to lower their utility bills.
- Savings: Energy prices continue to rise and installing energy efficient, water efficient and renewable energy models lower utility bills.
- 100% voluntary: Only property owners who choose to finance improvements will have assessments placed on their property.
- Payment obligation can stay with the property: Under Chapter 29, a voluntary contractual assessment stays with the property upon transfer of ownership. Most private loans are due on sale of the property. Certain mortgage providers will, however, require the assessment be paid at the time the property is refinanced or sold.

- Prepayment option: The property owner can choose to pay off the assessments at any time, subject to applicable prepayment penalties.
- Customer oriented: Part of the success of the CSCDA Open PACE is prompt customer service.
- Favorable Terms: The economic terms of PACE financing is often more favorable than other options.
- Not a personal loan or mortgage: The PACE assessment in effect is not a personal obligation of the property owner through a conventional loan or mortgage but an assessment on the property secured by an assessment lien and collected as part of the regular tax roll on the property.

The benefits to the City of La Mesa include:

- Prequalified PACE Administrators. CSCDA has pre-qualified the PACE Administrators based on their business practices, qualifications, experience, and capital commitment to the PACE market.
- Single Resolution. The City of La Mesa can pass a single resolution and provide access to residential and commercial property owners to highly qualified PACE administrators. There is no need to pass multiple resolutions to approve the administrators.
- Project Eligibility. The CSCDA Open PACE platform can provide financing for all aspects of PACE including: 1) Residential, 2) Commercial, and 3) Seismic strengthening programs such as Mandatory Soft Story programs,
- Increase local jobs. Property improvements provide jobs in the local economy.
- Increase in housing prices. Updated and higher efficient homes are generally more valuable.
- Increase Revenue to the City of La Mesa. Property improvements result in an increase in sales, payroll and property tax revenue to the City.
- No City of La Mesa Obligation. As in conventional assessment financing, the City is not obligated to repay the bonds or to pay the assessments levied on the participating properties. Unlike conventional assessment financing, the City has no administrative duties and its name is not on the bonds, as CSCDA's name is on the bonds.
- No City staff support required. All CSCDA Open PACE and assessment administration, bond issuance and bond administration functions are handled by CSCDA and the Administrators; AllianceNRG Program and Renewable Funding. No City staff time is needed to participate in CSCDA Open PACE.

- No internal management requirements. The City can provide access for its residents to CSCDA Open PACE without the higher staff costs that an independent program established by the City would require.
- Availability of Information on Projects Financed. The City may receive, at its option, periodic updates on CSCDA Open PACE projects that have been completed in their community.
- Demonstration of Community Commitment to the Environment. Participating in CSCDA Open PACE demonstrates the City's commitment to do everything in its power to improve the environment.

The proposed resolution enables CSCDA Open PACE programs to be available to owners of residential and commercial property within the City to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

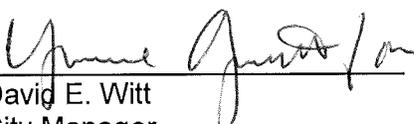
CSCDA (and not the City) will be responsible for entering into voluntary contractual assessment agreements with participating property owners, levying the voluntary contractual assessments, issuing bonds to finance the improvements and taking remedial actions in the event of delinquent assessment payments. The resolution expressly provides that the City will not be responsible for the conduct of any assessment proceedings, the levy of assessments, any required remedial action in the case of delinquencies in assessment payments, or the issuance, sale or administration of any bonds issued in connection with CSCDA Open PACE.

CONCLUSION:

Staff recommends that the Council take the following action:

Adopt the attached Resolution authorizing the City of La Mesa's participation in CSCDA Open PACE, which will enable property owners to finance permanently fixed renewable energy, energy efficiency, water efficiency, and seismic strengthening improvements as well as electric vehicle charging infrastructure.

Reviewed by:


David E. Witt
City Manager

Respectfully submitted by:


Carol Dick
Community Development Director

Attachment A –Resolution California Statewide Communities Development Authority
(CSCDA) Open Pace Program

RESOLUTION NO. 2016-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA MESA CONSENTING TO THE INCLUSION OF PROPERTIES WITHIN THE TERRITORY OF THE CITY OF LA MESA IN THE CSCDA OPEN PACE PROGRAMS; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT CONTRACTUAL ASSESSMENT PROCEEDINGS AND LEVY CONTRACTUAL ASSESSMENTS WITHIN THE TERRITORY OF THE CITY OF LA MESA; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, the members of which include numerous cities and counties in the State of California, including the City of La Mesa ("City") of the County of San Diego; and

WHEREAS, the Authority is implementing Property Assessed Clean Energy (PACE) programs, which it has designated CSCDA Open PACE, consisting of CSCDA Open PACE programs each administered by a separate program administrator (collectively with any successors, assigns, replacements or additions, the "Programs"), to allow the financing or refinancing of renewable energy, energy efficiency, water efficiency and seismic strengthening improvements, electric vehicle charging infrastructure and such other improvements, infrastructure or other work as may be authorized by law from time to time (collectively, the "Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the Streets & Highways Code ("Chapter 29") within counties and cities throughout the State of California that consent to the inclusion of properties within their respective territories in the Programs and the issuance of bonds from time to time; and

WHEREAS, the program administrators currently active in administering Programs are the AllianceNRG Program (presently consisting of Deutsche Bank Securities Inc., CounterPointe Energy Solutions LLC and Leidos Engineering, LLC), PACE Funding LLC and Renewable Funding LLC, and the Authority will notify the City of La Mesa in advance of any additions or changes; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner or owners of each lot or parcel on which an assessment is levied at the time the assessment is levied; and

WHEREAS, the City desires to allow the owners of property ("Participating Property Owners") within its territory to participate in the Programs and to allow the Authority to conduct assessment proceedings under Chapter 29 within its territory and to issue bonds to finance or refinance Improvements; and

WHEREAS, the territory within which assessments may be levied for the Programs shall include all of the territory within the City official boundaries; and

WHEREAS, the Authority will conduct all assessment proceedings under Chapter 29 for the Programs and issue any bonds issued in connection with the Programs; and

WHEREAS, the City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of La Mesa as follows:

Section 1. This City Council hereby finds and declares that properties in the territory of the County of San Diego will benefit from the availability of the Programs within the territory of the County of San Diego and, pursuant thereto, the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 and the issuance of bonds to finance or refinance Improvements.

Section 2. In connection with the Programs, the City of La Mesa hereby consents to the conduct of special assessment proceedings by the Authority pursuant to Chapter 29 on any property within the territory of the City of La Mesa and the issuance of bonds to finance or refinance Improvements; provided, that

(1) The Participating Property Owners, who shall be the legal owners of such property, execute a contract pursuant to Chapter 29 and comply with other applicable provisions of California law in order to accomplish the valid levy of assessments; and

(2) The City will not be responsible for the conduct of any assessment proceedings; the levy of assessments; any required remedial action in the case of delinquencies in such assessment payments; or the issuance, sale or administration of any bonds issued in connection with the Programs.

Section 3. The appropriate officials and staff of the City are hereby authorized and directed to make applications for the Programs available to all property owners who wish to finance or refinance Improvements; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The following staff persons, together with any other staff persons chosen by the City from time to time, are hereby designated as the contact persons for the Authority in connection with the Programs: Director of Community Development.

Section 4. The appropriate officials and staff of the City are hereby authorized and directed to execute and deliver such certificates, requisitions, agreements and related documents as are reasonably required by the Authority to implement the Programs.

Section 5. The City Council hereby finds that adoption of this Resolution is not a "project" under the California Environmental Quality Act, because the Resolution does not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Title 14, California Code of Regulations, Section 15378(b)(4).

Section 6. This Resolution shall take effect immediately upon its adoption. The City Clerk is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority at: Secretary of the Board, California Statewide Communities Development Authority, 1400 K Street, Sacramento, CA 95814.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 25th day of January 2016, 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 true and exact copy of Resolution No. 2016-___, 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**

JEWEL of the HILLS

STAFF REPORT

REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: January 26, 2016

SUBJECT: Resolution to Appropriate Funds for the Migration of the
Business License System to HdL Prime

ISSUING DEPARTMENT: Finance

SUMMARY:

Issues:

Should the City Council adopt the resolution to appropriate funds for the migration of the business license system to HdL Prime?

Recommendation:

That the City Council adopt the resolution to appropriate funds for the migration of the business license system to HdL Prime.

Fiscal Impact:

The upgrade to the HdL Prime Business License System will not exceed \$26,000. This cost includes migration, data conversion, hardware and software needed for implementation, and the first year's hosting, maintenance, and data fees. If approved, funds in the amount of \$26,000 will be appropriated from Equipment Replacement Reserves into account 1315-6586. Funds for ongoing maintenance, data fees, and replacement cost will be requested in future General Fund budgets beginning with the upcoming 2016-2017 Mid-Biennium Budget update.

Strategic Goal:

Continue to improve high quality municipal services.

BACKGROUND:

The City has used the current HdL business license system since 1998. All license applications and annual renewals are submitted on paper and the Business License Officer manually enters them into the system. New licenses and change of addresses may require zoning and safety approval from other departments.

DISCUSSION:

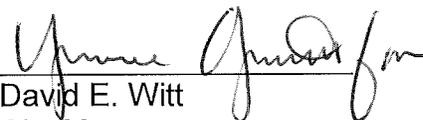
The upgraded HdL Prime system provides online functionality for the application and renewal processes. This would allow businesses to access their license information and renew online. Applications for most businesses could also be submitted online but will still be reviewed electronically by other departments for approval. The Prime system would reduce processing time by allowing businesses to input and update their own information, which is then reviewed and approved by the Business License Officer. There are additional new features which will also allow staff to work more efficiently.

If approved, the migration to the Prime system will begin in April. A tablet computer will be needed to allow staff to remotely access the read-only business license data when conducting fieldwork. The migration is estimated to cost \$16,840 including the tablet, with an additional \$9,160 for software use, hosting and data fees during fiscal year 2015/2016.

CONCLUSION:

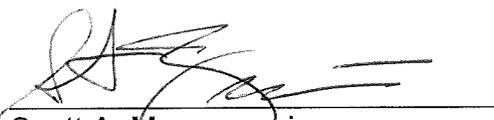
Staff recommends that the City Council adopt the resolution to appropriate funds for the migration of the business license system to HdL Prime.

Reviewed by:


David E. Witt
City Manager

Respectfully submitted by:


Sarah Waller-Bullock
Director of Finance


Scott A. Munzenmaier
Purchasing Officer

Attachments: A. Resolution
B. Agreement

RESOLUTION NO. 2016-_____

RESOLUTION TO APPROPRIATE FUNDS FOR THE MIGRATION OF
THE BUSINESS LICENSE SYSTEM TO HDL PRIME

WHEREAS, the City has used the current HdL business license system since 1998 and all applications and renewals are submitted on paper and entered manually into the system;

WHEREAS, the upgraded HdL Prime system provides online functionality for the application and renewal processes which will allow businesses to access their license information and renew online, as well as apply online; and

WHEREAS, the migration to the Prime system will begin in April and is estimated to cost \$16,840, with an additional \$9,160 for software use, hosting and data fees during fiscal year 2015/2016.

BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of La Mesa, California, that the City Council intends to appropriate funds for the migration of the business license system to HdL Prime in the amount of \$26,000 from Equipment Replacement Reserves into account 1315-6586.

PASSED AND ADOPTED at a Regular meeting of the City Council of the City of La Mesa, California, held the 26th day of January, 2016, 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. 2016-_____, 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)

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF LA MESA AND
HDL SOFTWARE, LLC FOR
PRIME BUSINESS LICENSE SOFTWARE AND WEB MODULE

This Agreement is entered into by City of La Mesa as of this ___ day of January, 2016, by and between the City of La Mesa, a municipal corporation, hereinafter referred to as "the City", and HdL Software, LLC, hereinafter referred to as "Contractor."

WITNESSETH THAT:

WHEREAS, the City has need for professional services to update the business license software and provide a web module for the public 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 June 30, 2017 and may be renewed for an additional four one-year terms by mutual written consent of both parties. The City Manager shall have sole and exclusive right to exercise any options contained in this agreement on behalf of the City.

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 Dandan Li (Project Manager) and Darlyne Demeduk (Client Services Manager) 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 not utilize the services of the sub-contractors during the course of this project.

SECTION 5: CITY REPRESENTATION

The Director of Finance 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. A list of standard and custom reports used by City staff

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:

<u>TASK</u>	<u>TARGET DATE</u>
A. Project kickoff conference call/meeting	January 31, 2016
B. Prime software migration	April 30, 2016
C. Parallel testing	April 30, 2016
D. Web module live	May 31, 2016

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 "B" attached hereto and incorporated herein as part of this Agreement.

The total fee for the migration services shall be billed on a lump sum basis with a total amount not to exceed Fifteen Thousand Seven Hundred Fifty (\$15,750) Dollars as described in Section 1 of Exhibit "B". This limitation excludes the software annual use fee as described in Section 1 of Exhibit "B", payment services fees as described in Section 2 of Exhibit "B", and hosting service fees as described in Section 3 of Exhibit "B", which apply for the duration of the City's use of these services.

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 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 sub-contractor 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:

<u>QUANTITY</u>	<u>TARGET DATE</u>
A. Prime business license software	April 30, 2016
B. Web module	May 31, 2016

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.

SECTION 14: HOLD HARMLESS

Contractor hereby agrees to, and shall indemnify, defend and hold harmless the City, and its elective and appointive boards and officers, volunteers, agents and employees from and against all claims, liabilities, losses, expenses and damages of any nature, including reasonable attorneys' fees, for injury or death of any person, or damage to property, or interference with use of property, arising out of or in any way connected with the negligent acts, errors or omissions or willful misconduct by Contractor, Contractor's agents, officers, employees, subcontractors, or independent contractors hired by Contractor under this Agreement. This hold harmless Agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor.

SECTION 15: INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, the Contractor's agents, representatives, or employees. THE INSURANCE REQUIRED BY THIS SECTION APPLIES TO THE EXTENT

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, unless Contractor meets Section 15. D. 6., below.
4. Professional liability or errors and omissions liability insurance appropriate to the Contractor's profession as detailed in Section 15.G, below.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation to statutory limits.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease, unless Contractor meets Section 15. D. 6., below.
5. Professional Liability: Not less than \$1,000,000.00 each claim and \$1,000,000.00 aggregate all claims.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure acceptable alternative risk financing to assure payment of such 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 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 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 officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its 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 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 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:	Sarah Waller-Bullock Director of Finance City of La Mesa 8130 Allison Avenue La Mesa, CA 91942 (619) 667-1122 FAX (619) 667-1131
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Contractor:	Robert Gray President HdL Software, LLC 1340 Valley Vista Drive Diamond Bar, CA 91765 (909) 861-4335 FAX (909) 861-7726
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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.

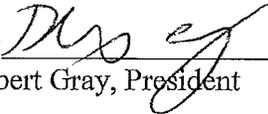
SECTION 33: DATE OF AGREEMENT

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.

HdL Software, LLC

Date: 12-28-2015

By: 
Robert Gray, President

CITY OF LA MESA,
A Municipal Corporation

Date: _____

By: _____
Mark Arapostathis, Mayor

Date: _____

By: _____
David E. Witt, City Manager

Date: _____

By: _____
Sarah Waller-Bullock, Director of Finance

APPROVED AS TO FORM


CITY ATTORNEY

Attachments: Exhibit A – Scope of Service
Exhibit B - Compensation

EXHIBIT A - SCOPE OF SERVICE

1. Prime Software System

- 1.1. **City Management Support** - HdL will assist the City in evaluating current policies and procedures in order to enhance operational efficiency. This may include suggestions to redesign forms/reports, implement new processes, or adopt new strategies for improving communication with the business community and other City departments.
- 1.2. **Data Conversion** - HdL will convert the City's existing data. City will provide a current backup of the existing Microsoft SQL Server HdL database. This data will be required a minimum of two times during the conversion process.

1.3. Implementation

1.3.1. HdL's responsibilities

- 1.3.1.1. **Project manager** - HdL will provide a project manager (PM) to guide the software implementation process. The primary responsibility for the HdL PM is to ensure successful and timely completion of each step of the software implementation schedule. The HdL PM will work closely with the City's designated project manager to define the software implementation schedule, identify City needs and configure the software accordingly, validate the data conversion, provide user training, and generally shepherd the City through the software implementation process.
- 1.3.1.2. **IT support** - HdL will provide a dedicated IT staff member to provide IT support during the software implementation process. This individual will provide the necessary instruction and assistance in order to install the software in the City's computing environment, or provide access to HdL's hosted environment, as appropriate. HdL will also provide any needed technical support.
- 1.3.1.3. **Training** - HdL will provide software training as defined in the agreed upon software implementation schedule. This generally consists of two separate training sessions. The size and participants of each training session will be determined by the HdL PM and the City's designated project manager.
- 1.3.1.4. **User manual** - HdL will provide access to a digital copy of the software user manual. The City may use the manual as needed for internal use by City staff. The user manual contains proprietary and confidential information, and as such is bound by the confidentiality portion of this agreement. The user manual may not in any circumstances be distributed to any 3rd party or any individual that is not a current City staff member responsible for using or maintaining the software.

1.3.2. City's responsibilities

- 1.3.2.1. **Project manager** - The City will designate a staff member to serve as the City's project manager (PM). This individual must be intimately involved in the daily business processes which the software will automate, and be empowered to make, or quickly secure from management, decisions required for the implementation of the software. The primary responsibility for the City PM is to ensure that all City responsibilities during the software implementation are met according to the agreed upon software implementation schedule. The City PM will be instrumental in the successful implementation of the software; working closely with the HdL PM to verify data conversion, review and approve reports, establish business rules, and configure all aspects of the software.
- 1.3.2.2. **IT support** - The City will designate an IT staff member to work with HdL staff throughout the software implementation process. This individual must be knowledgeable about the City's computing environment. If the system will be deployed on City servers, this individual must be authorized to manage the SQL Server database and install and configure software on the network server and workstations. The primary responsibility of the City's IT designee is to provide data to HdL for conversion (if required), and install the SQL Server database and the software in the City's computing environment (if system will be deployed onsite).

- 1.3.3. **Schedule** – The default timeline for complete implementation (including “Go Live”) of the software is approximately 60 days from the start of implementation. When the Agreement is signed by all parties, HdL will immediately work with the City to establish a specific implementation schedule.
- 1.4. **Payment Gateway** - For online payment functionality HdL’s solutions include built in payment gateway services supporting both credit card and eCheck transactions. If a different payment gateway is required, there will be a \$5,000 development cost to establish and configure the custom payment gateway integration.
- 1.5. **Maintenance and Support**
- 1.5.1. **Customer Support** - HdL will provide customer support by telephone, email and the web during the term of this Agreement. In the United States, no charge support is available as follows: For customer support between the hours of 8:00 am and 5:00 pm Pacific time, Monday through Friday, email support@hdlcompanies.com or call the HdL offices at (909) 861-4335 and ask for software support. For technical support before 8:00 am or after 5:00 pm Pacific time, Monday through Friday (or anytime Saturday), email 911@hdlcompanies.com and an HdL staff member will be paged. Please only include your name, agency and contact # in emails to 911@hdlcompanies.com. You will be contacted as soon as possible.
- 1.5.2. **Support Policy Regarding Reports** - HdL provides a number of reports with the installation of the software. These reports are developed using Crystal Reports and fall into one of two categories, standard or HdL custom developed. HdL provides support on both standard and HdL custom developed reports, provided that the reports have not been modified by the client or other third party. As part of support, HdL will make minor modifications to reports as needed by the City. This includes change of logo, phone #, address, signatures, and minor text edits. Other report edits and modifications requested by the City may not be covered under the Software Use Fee, and will be developed on a time and material basis at the current rate.
- 1.5.3. **Software Upgrades** - Except to the extent that upgrades of the software include new modules or features not previously offered as part of the software as of the date hereof, City is entitled to upgrades of the software within the terms of this Agreement. Though rare, additional costs may apply depending on the extent of the upgrade. Potential additional costs include training, consulting, configuration, or other requested services.
- 1.5.4. **Outside Connections to HdL Database** - HdL programs rely on the integrity of the database to operate properly. As such, it is critical that any outside connection to the database be implemented with HdL’s full knowledge and participation. Only “read only” connections will be established to the HdL database. No modifications will be made to the HdL database, including database/table design and data content. Any repair work necessary due to violations of the above items will not be covered by the Software Use Fee, and as such will be billable to the client on a time and material basis. The City shall contact HdL for instructions if any added functionality is required, including reading additional data or writing to the HdL database.
- 1.6. **System Requirements** – These system requirements are only applicable if the HdL system will be deployed directly on the City’s equipment. If the City opts to utilize HdL’s hosting services, see the hosting services section for system requirements.
- 1.6.1. **On site deployment** – The software and database will be installed on the City’s network on hardware supplied by the City. Any specifications provided below indicate minimum requirements. It is the City’s responsibility to ensure that any hardware used to host the software/database or run the client application meets the specifications dictated by the operating system and any software/services hosted by the hardware. For example, minimum operating system specifications will not be sufficient if the file server is also hosting the City’s email system.
- 1.6.1.1. **Application Server Specifications** - The application server will host the HdL Prime web service, which serves as the HdL Prime business layer. The HdL Prime web service uses the Microsoft Windows Server with IIS platform. The following versions are supported: MS Windows Server 2003 / 2003 R2, with IIS v6.0 or later, MS Windows Server 2008 / 2008 R2, with IIS v7.0 or later, MS Windows Server 2012 / 2012 R2, with IIS v8.0 or later. The application server should have at least 200 megabytes of space available.

- 1.6.1.2. **Database Server Specifications** - The database server will host all application data. The database server should be dedicated to server related functions. Using a client's PC as the database server in a multi-user environment is not supported. HdL Software systems use the Microsoft SQL Server database platform. The following versions are supported: MS SQL Server 2008 / 2008 Express, MS SQL Server 2008 R2 / 2008 R2 Express, MS SQL Server 2012 / 2012 Express, MS SQL Server 2014/ 2012 Express. Any server operating system supported by the selected version of SQL Server is supported as a database server; provided it meets the hardware specifications indicated by both the operating system and the version of SQL Server. The database server should have at least 15 gigabytes of space available to allow for the initial database and growth.
- 1.6.1.3. **Workstation Specifications** - The software will be run on the client workstation. HdL Prime is deployed to the workstation via a click once installer. The Crystal Reports and .NET 4.x runtimes will also need to be installed on the workstation. The following hardware recommendations are based on user feedback regarding performance levels: 4+GB Memory, 1280x1024 screen resolution, MS Windows XP Pro/Vista/7/8/10 operating system.
- 1.6.1.4. **Network Specifications** - The software communicates via web services, and is designed to operate efficiently over the network. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
- 1.6.1.5. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.

2. Payment Processing Services

- 2.1. **Payment Processing** - HdL shall provide its Services to support payments remitted to City. HdL shall transmit transactions for authorization and settlement through HdL's certified payment processor. Funds for transactions processed by HdL hereunder shall be submitted to City's designated bank account as follows: (i) no more than two (2) business banking days after all Transactions (other than electronic Check Transactions) that are successfully processed prior to 5:00 p.m. ET on each business banking day (e.g., a Transaction authorized at 2:00 p.m. ET on Monday will be submitted on Wednesday; a Transaction successfully processed at 8:00 p.m. ET on Monday will be submitted on Thursday); and (ii) no more than five (5) business banking days for all electronic Check Transactions that are successfully processed prior to 5:00 p.m. ET on each business banking day. HdL makes no representation or warranty as to when funds will be made available by Client's bank.
- 2.2. **Support** - HdL shall provide City with payment processing related customer service as needed. City shall timely report any problems encountered with the service. HdL shall promptly respond to each report problem based on its severity, the impact on City's operations and the effect on the service. HdL shall either resolve the problem or provide City with the information needed to enable the City to resolve it.
- 2.3. **Transaction Errors** - HdL's sole responsibility for any Transaction error or reversed Transaction is to determine whether the result indicates a problem with HdL's service and, if necessary, reprocess and resubmit the Transaction without additional charge. In the event that a Transaction is reversed or refunded to any Customer of City, for any reason, HdL may offset such amount against funds remitted to City, or invoice City for such amount, at HdL's discretion. City shall pay any such invoice within 30 days of receipt.
- 2.4. **Electronic Check Authorization** - If City elects to accept electronic Checks as a form of payment, the following subsections apply. For the purpose of this section, "checks" means checks drawn on accounts held in the U.S. ("Check(s)").
- 2.4.1. As part of the implementation plan, City shall select risk management controls governing Check acceptance and assumes sole responsibility for the choice of controls.
- 2.4.2. HdL shall provide confirmation on a submitted ABA number as part of the Service to assist Client with the decision whether to accept a Check and shall route accepted Checks.

2.4.3. City hereby authorizes HdL to debit the City's financial institution account in the amount of any returned item that is received by HdL.

2.5. City Responsibilities

2.5.1. As a condition to its receipt of the Service, City shall execute and deliver any and all applications, agreements, certifications or other documents required by Networks or other third parties whose consent or approval is necessary for the processing of Transactions. "Network" is an entity or association that operates, under a common service mark, a system which permits participants to authorize, route, and settle Transactions among themselves, including, for example, networks operated by VISA USA and Mastercard, Inc., NYCE Corporation, American Express, and Discover.

2.5.2. City represents, warrants, and agrees that it does and will comply with applicable Laws and regulations and Network rules, regulations or operating guidelines. City shall notify HdL in writing as soon as possible in the event a claim is either threatened or filed against City by any governmental organization having jurisdiction over City or a Customer related to the Service. City shall also notify HdL in writing as soon as possible in the event a claim is either threatened or filed against City relating to Transactions or the Services or a fine or other penalty is assessed or threatened relating to Transactions or the Services.

2.5.3. City represents, warrants and agrees that it is and will continue to be in full compliance with all applicable requirements of the Client Information Security Program of VISA, the Site Data Protection Program of MasterCard, and similar programs of other Networks, and any modifications to such programs that may occur from time to time. Upon the request of HdL, City shall provide HdL with documentation reasonably satisfactory to HdL verifying compliance with this Section.

2.5.4. City hereby grants HdL the full right, power and authority to request, receive and review any Data or records reflected in a Transaction report. City represents and warrants that it has the full right and authority to grant these rights.

2.6. Fees

2.6.1. If a convenience fee will be charged, the City authorizes HdL to collect each convenience fee.

2.6.2. The fees set forth in Exhibit B Payment Schedule do not include expenses, late fees or charges, or taxes, all of which shall be the responsibility of City. In addition to the charges specified in Exhibit B Payment Schedule, City shall be responsible for (a) all interchange and network provider fees, (b) all dues, fees, fines and assessments established and owed by City to Visa and/or Mastercard, (c) for all costs and fees associated with changes to ATM protocol caused by City's conversion to the Services, and (d) any increase in postage charges, provided that any increase in charges resulting from (a) through (d) shall not exceed the actual increase incurred by HdL.

2.6.3. HdL reserves the right to review and adjust all City and convenience fee pricing on an annual basis in June. This adjustment may be consistent with the then most recent ECI adjustment or three percent (3%) whichever is greater. Items that will be considered in the review of fees may include, but are not limited to: regulatory changes, card association rate adjustments, card association category changes, bank/processor dues and assessments, average consumer payment amounts, and card type utilization.

2.6.4. City agrees to maintain a depository account with a financial institution reasonably acceptable to HdL for the payment of amounts payable hereunder, and hereby authorizes HdL to initiate debit entries to such account for the payment of amounts payable hereunder. City agrees to provide HdL with any and all information necessary for HdL to initiate such debit entries via the Automated Clearing House (ACH) system. For any amount that is not paid within thirty (30) days after its due date, City shall pay a late fee equal to the lesser of one and one-half percent (1 ½%) per month of the unpaid amount or the maximum interest rate allowed by Law.

3. Hosting Services – HdL's hosting services offload the majority of IT concerns to HdL's hosting team; including system upgrades, hardware and software maintenance, database management, and disaster recovery. The City will be responsible for maintaining its workstations and a reliable internet connection. HdL will handle the rest. Website functionality will be hosted using a City specific sub-domain on HdL's special purpose hdlgov.com domain.

3.1. System Requirements

- 3.1.1. **Workstation Specifications** – Workstations will access the software through a remote application session with HdL's hosting service. All workstations require 4+GB Memory, 1280x1024 screen resolution, and MS Windows XP Pro/Vista/7/8/10 operating system.
- 3.1.2. **Network Specifications** – HdL's hosted service requires reliable, high speed internet connectivity. High-speed local area network connections are always helpful, but Prime will also run without difficulty over slower WAN connections such as T1 or mobile broadband.
- 3.1.3. **Printer Specifications** - The software is designed to work with laser printers. A PCL compliant laser printer is recommended. Each make and model of printer has different drivers and therefore has slightly different results when printing. We design forms/reports using HP LaserJet printers.

EXHIBIT B - COMPENSATION

1. Prime Software System

One Time Project Costs

Item	Price	Comments
Prime Business License Migration Fee	\$15,000.00	3 Users
Prime Web Module	Included	
Implementation	Included	Project management, installation, configuration, report design, training, etc.
Data Conversion	Included	
Travel Expenses	\$750	At Cost (Not to exceed \$750)
Training Costs – 1 day	Included	Additional days available at \$1600/day
TOTAL	\$15,750.00	Total one-time costs

Recurring Costs

Item	Price	Comments
Annual Software Use Fee	\$6,000.00	

- 1.1. **Prime Migration Fee** - The migration fee includes the use of the software by the specified number of users, software user manual in digital format, and all standard forms and reports. Additional user licenses are available for \$1,500 license fee plus \$400 annual software use fee.
- 1.2. **Annual Software Use Fee** - The software use fee is billed annually, and provides for ongoing customer support and updates to the software. The software use fee shall be adjusted at the beginning of each calendar year by the change in the Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each CPI adjustment will not be less than two percent (2%) or greater than five percent (5%). The software use fee shall also be adjusted to include any amounts paid for any City licenses or permits which were required for this service.
- 1.3. **Implementation** - The implementation fee covers all efforts involved for installation and configuration of the software. This includes pre-installation and process evaluation, one session of training, installation support, design and programming of standard forms and reports, and configuration of the software.
- 1.4. **Data Conversion** – Data will be converted from the City provided source files. Includes one (1) conversion when migrating from an HdL system, and two (2) conversions when migrating from another vendor’s system. Additional conversions can be performed, upon request, at a cost of \$2,500 per conversion. The source files must be provided in the same format for all conversions, otherwise custom programming costs will apply in order to accommodate the varying data formats.
- 1.5. **Travel Expenses** - Travel and lodging expenses are billed at cost and apply to all meetings; including process, pre-installation, installation, training, and support. HdL is dedicated to conserving public funds, and ensures any travel costs are indeed required and reasonable.
- 1.6. **Parcel Data** - HdL Prime includes comprehensive land management functionality. There are three ways to acquire the parcel data.
 - 1.6.1. If the City is a client for HdL property tax services, the parcel data will be provided at no cost.
 - 1.6.2. If the City is not a client for HdL property tax services, the parcel data may be purchased from HdL.

1.6.3. If the City wishes to use any other source of parcel data, HdL can work with the City to create a re-useable import utility. The development of this utility will be billed on a time and material basis. Once the source data has been reviewed, a statement of work will be provided including a cost estimate.

1.7. **Customizing Services** - The software is a table-driven system and has been developed to meet almost all of the needs of a City. However, should the need occur, HdL is available to provide custom enhancements to the software on a pre-determined time and material basis. No work shall be performed without prior written approval of the City.

1.8. **Payment Schedule** – Compensation for the contract amount shall be as follows:

1.8.1. One time project costs and the first year Software Use Fee. 60% shall be due and payable within 30 days of the effective date of the Agreement. 30% within 60 days of the effective date of the Agreement. 10% within 30 days of full system delivery or first production use of the system, whichever comes first.

1.8.2. Travel Expenses. Travel and lodging expenses are billed at cost as they are incurred. Travel expenses shall be due and payable within 30 days of the billing date.

1.8.3. Annual Software Use Fee. The software use fee will be invoiced each year on the anniversary of 60 days after the effective date of the Agreement, and shall be due and payable within 30 days of the invoice date. The software use fee billing cycle can be prorated as needed should the City desire an alternative billing cycle.

2. **Payment Processing Services** - HdL will provide City with eCheck, credit and debit card payment processing (merchant) services under a taxpayer funded convenience fee model. HdL reserves the right to not accept any payment type in situations where doing so may be in violation of the rules and regulations governing that payment type. Payment processing services are billed each month for the prior month's transactions.

Service (Taxpayer Funded Model)	Compensation
Credit and Debit Cards processing	2.9%, Minimum of \$2.00 Per Transaction
ACH/eCheck processing	\$1.25 Per Transaction
Monthly Reporting and Statement Fee	Waived
Monthly Hosting and Maintenance	\$30.00 Per Month
ACH and eCheck Returns	\$0.00 Per Event
Chargebacks	\$0.00 Per Event

3. **Hosting Services** – hosting services are billed quarterly in advance.

Service	Compensation
Monthly Hosting (includes 3 users)	\$200/month
Additional Users	\$15/month/user

4. **Payment** - HdL will provide detailed invoices for all work completed. City will submit payment to HdL within 30 days of receiving the invoice.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. OWNERSHIP OF MATERIALS, CONFIDENTIALITY.

1.1. **Software License.** If access to any HdL software systems are provided to City as part of this Agreement, HdL hereby provides a license to the City to use HdL's software while the associated service is in effect through this Agreement. The software shall only be used by the City. The City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The license granted hereunder shall not imply ownership by City of said software, rights of the City to sell said software, or rights to use said software for the benefits of others. This license is not transferable. City shall not create any derivative work or product based on or derived from the Software or documentation, or modify the Software or documentation without the prior written consent of HdL. In the event of a breach of this provision (And without limiting HdL's remedies), said modification, derivative work or product based on the Software or documentation is hereby deemed assigned to HdL. Upon termination, the software license shall expire, all copies of the software shall be removed from the City's computers and network and all digital copies deleted or otherwise destroyed.

1.2. **Agency Data.** HdL acknowledges that the data provided by the City ("Agency Data") during the course of this Agreement is the property of the City. City authorizes HdL to access, import, process and generate reports from the Agency Data with its various proprietary systems. No confidential or otherwise sensitive information will be released. If appropriate, at the termination of this Agreement the Agency Data will be made available to the City in a format acceptable to both the City and HdL.

1.3. **Proprietary Information.** As used herein, the term "proprietary information" means any information which relates to HdL's software systems, audit processes or related services, techniques, or general business processes. City shall hold in confidence and shall not disclose to any other party any HdL proprietary information in connection with this Agreement, or otherwise learned or obtained by the City in connection with this Agreement. The obligations imposed by this Paragraph shall survive any expiration or termination of this Agreement. The terms of this section shall not apply to any information that is public information.

2. **OPTIONAL SERVICES.** Optional services beyond the scope of this Agreement are available at HdL's hourly rates in effect at the time service is requested. HdL will provide City a Statement of Work specifying the scope, timeline, and cost for the requested service. Depending on the personnel assigned to perform the work, HdL's standard hourly rates range between \$75 and \$275 per hour.

3. **MISCELLANEOUS EXPENSES.** HdL will notify the City of any miscellaneous expenses and request authorization to proceed. HdL will not be reimbursed for any miscellaneous expenses unless authorized by the City. Miscellaneous expenses may include travel, lodging and meal expenses, and other expenses which are above and beyond the ordinary expenses associated with performance of this Agreement.

4. **PRICING ADJUSTMENTS.** All pricing listed in this Agreement will be honored during initial implementation of the services. Any additional/optional services needed after services are active will be provided using the pricing currently established at the time the service is requested.

5. **LICENSE, PERMITS, FEES AND ASSESSMENTS.** HdL shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the services required by this Agreement. City shall assist HdL in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City. If City requires payment for such Permits, the associated costs will be included with the next invoice.

6. **TERMINATION.** This Agreement, or individual services provided by this Agreement, may be terminated as follows:

6.1. **Software** – Software services may be terminated by either party upon written notice at least 90 days prior to the end of the established annual billing cycle. Software services are provided on an annual basis. No credit will be provided for any unused portion of the annual term. Upon termination, the software license shall expire and (a) City will immediately remove the software from computers, servers and network, and destroy or erase all copies of the software and any Proprietary Information and confirm destruction of same by signing and returning to HdL an "Affidavit of Destruction" acceptable to HdL, and (b) upon City's request, HdL will assist in extracting the City data in a format acceptable to both the City and HdL.

6.2. **Services** - City may discontinue a service by sending a letter of intent to HdL at least 90 days prior to desired last date of service.

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 \$ 26,000.00 Fund 603-3900

Purpose Migration of Hdl business license system to Prime



Director of Finance
City of La Mesa

Date 01/19/16

By Sarah Waller-Bullock

Unappropriated Reserves Available Balance \$ 1,363,206.00

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

Director of Finance
City of La Mesa

Date:

By:

Fund:

Purpose:

CERTIFICATE NO. 1484



**CITY OF
LA MESA**

JEWEL of the HILLS

STAFF REPORT

REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
and the CITY OF LA MESA SUCCESSOR AGENCY from the
CITY MANAGER and DIRECTOR OF FINANCE

DATE: January 26, 2016

SUBJECT: Consideration of adopting a resolution to approve an administrative budget for the Successor Agency for the twelve month period from July 1, 2016 through June 30, 2017 (ROPS 16-17A&B Period); and, consideration of adopting a resolution to approve the Recognized Obligation Payment Schedule (ROPS) 16-17 for the twelve month period from July 1, 2016 through June 30, 2017.

ISSUING DEPARTMENTS: City Manager and Finance

SUMMARY:

Issues:

Should the Successor Agency to the La Mesa Community Redevelopment Agency adopt a resolution approving the administrative budget of the La Mesa Successor Agency for the twelve month period from July 1, 2016 through June 30, 2017 included on the ROPS 16-17?

Should the Successor Agency to the La Mesa Community Redevelopment Agency adopt a resolution approving the Recognized Obligation Payment Schedule (ROPS) 16-17 for the period from July 1, 2016 through June 30, 2017?

Recommendations:

That the Successor Agency to the La Mesa Community Redevelopment Agency adopt a resolution approving the administrative budget of the La Mesa Successor Agency for the twelve month period from July 1, 2016 through June 30, 2017 included on the ROPS 16-17; and

That the Successor Agency to the La Mesa Community Redevelopment Agency adopt a resolution approving the Recognized Obligation Payment

Schedule (ROPS) 16-17 for the period from July 1, 2016 through June 30, 2017.

Fiscal Impact:

The ROPS identifies all obligations of the Successor Agency to the La Mesa Community Redevelopment Agency, the anticipated timeframes for payment of the obligations, and the funding sources from which the payments are made.

BACKGROUND:

On December 29, 2011 the California Supreme Court upheld AB1X26 dissolving all redevelopment agencies in California and replacing them with successor agencies. These agencies are charged with winding down redevelopment duties by receiving tax increment to pay down debt and dispose of assets and affairs of the former redevelopment agency under the direction of an "oversight board". Subsequent to the Supreme Court's decision and as part of the fiscal year 2012-2013 state budget package, the State Legislature passed and the Governor signed AB 1484: Redevelopment Dissolution/Unwind Trailer Bill. The bill, signed on June 27, 2012 and effective immediately, made technical and substantive amendments to AB1X26, now collectively called the Dissolution Act. On September 22, 2015, the Governor signed SB 107, further amending certain parts of the Dissolution Act.

The Dissolution Act as amended by SB107 requires the preparation of a "Recognized Obligation Payment Schedule" ("ROPS"), a twelve-month estimate of funds required to pay enforceable obligations. The ROPS identifies the funding sources of payments for each enforceable obligation to include the Redevelopment Property Tax Trust Fund ("RPTTF") but only to the extent no other funding source is available, administrative cost allowance, and other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former Redevelopment Agency as approved by the Oversight Board in accordance with Part 1.85 of the Dissolution Act. The ROPS is prepared by the Successor Agency, certified by the Oversight Board, and is now required to be submitted to the State Department of Finance no later than February 1, 2016.

DISCUSSION:

The ROPS 16-17 covers enforceable obligations payable during the period of July 1, 2016 through June 30, 2017. Included in the ROPS 16-17 is funding for debt service payments for the AD98-1 Limited Obligation Refunding Bonds, required fees associated

with the bonds, funding for the legal defense of the lawsuit brought by the Affordable Housing Coalition, funding for annual auditing services, payment towards the outstanding Alvarado Creek Deferred Pass-Through outstanding balance, and an administrative cost allowance for the Successor Agency.

The Dissolution Act requires that the Successor Agency prepare an administrative budget for the twelve month period and submit it to the Oversight Board for approval. Included in this staff report is the Successor Agency Administration Cost Allowance budget for the 2016-2017 fiscal year. The Administration Cost Allowance budget presented with this ROPS is included in the City biennial budget for the 2016-2017 Fiscal Year previously approved by the City Council.

The Dissolution Act requires that the ROPS identify the funding sources of payments for each enforceable obligation to include the Redevelopment Property Tax Trust Fund ("RPTTF") but only to the extent no other funding source is available.

Included in the ROPS 16-17 are the fifth and sixth payments towards the outstanding Alvarado Creek Deferred Pass-Through balance due to the County of San Diego. The Successor Agency is working with the County provide a minimum payment of \$500,000 beginning with the ROPS 14-15A and continuing with each successive ROPS until the enforceable obligation is retired. It is anticipated that this balance will be paid in full in the ROPS 17-18 cycle.

The Dissolution Act as amended by SB107 requires the preparation of the ROPS by the Successor Agency to be approved and adopted by the Oversight Board, and submitted to the State Department of Finance no later than February 1, 2016. The Successor Agency is required to submit the ROPS 16-17, after its approval and adoption by the Oversight Board, to the Department of Finance and County Auditor-Controller no later than February 1, 2016.

Finally, the Dissolution Act requires a reconciliation process for all prior period ROPS to determine the amounts of unspent RPTTF funds and apply those funds to future ROPS. A separate reconciliation of the ROPS 15-16A covering the period from July 1, 2015 through December 31, 2015 has determined a total amount of \$124,652 of unspent funds may be applied to the ROPS 16-17 and used by the Successor Agency toward the payment of enforceable obligations.

CONCLUSION:

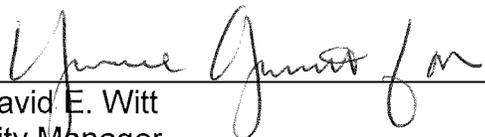
Staff recommends that the Successor Agency take the following actions:

Adopt a resolution approving the administrative budget for the twelve month period from July 1, 2016 through June 30, 2017 (ROPS 16-17A&B periods); and

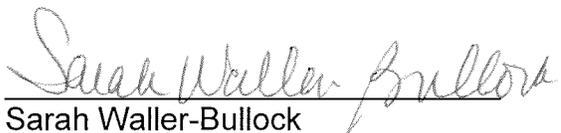
Adopt a resolution approving the Recognized Obligation Payment Schedule (ROPS) 16-17 for the period from July 1, 2016 through June 30, 2017.

Reviewed by:

Respectfully submitted by:



David E. Witt
City Manager



Sarah Waller-Bullock
Director of Finance

- Attachments:
- A. Draft Resolution-Successor Agency, approving the Administrative Budget for the twelve month period from July 1, 2016 through June 30, 2017 (ROPS 16-17 A&B Periods)
 - B. Successor Agency Administrative Cost Allowance Budget for the fiscal year 2016-2017 (ROPS 16-17 A&B Periods)
 - C. Draft Resolution-Successor Agency, approving the ROPS 16-17 (A&B) for the time period of July 1, 2016 through June 30, 2017

RESOLUTION NO. SA 2016-____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE LA MESA COMMUNITY REDEVELOPMENT AGENCY APPROVING THE ADMINISTRATIVE BUDGET FOR THE 12-MONTH FISCAL YEAR PERIOD FROM JULY 1, 2016 THROUGH JUNE 30, 2017 (ROPS 16-17 PERIOD) AND APPROVING RELATED ACTIONS

WHEREAS, the La Mesa Community Redevelopment Agency (“Redevelopment Agency”) was a redevelopment agency in the City of La Mesa (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (“AB 26”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the California Health and Safety Code (“H&S Code”), including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-005 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under AB 26 (“Successor Agency”), and electing for the City to retain the responsibility for performing housing functions of the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under AB 26 (“Successor Housing Entity”); and

WHEREAS, on February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency and Successor Housing Entity were established pursuant to AB 26; and

WHEREAS, AB 26 has since been amended by various assembly and senate bills enacted and signed by the Governor. AB 26 as amended is hereinafter referred to as the “Dissolution Laws”; and

WHEREAS, H&S Code Section 34179 of the Dissolution Laws establishes a seven (7) member local entity with respect to each successor agency and such entity is

titled the “oversight board.” The oversight board has been established for the Successor Agency (hereinafter referred to as the “Oversight Board”) and all seven (7) members have been appointed to the Oversight Board pursuant to H&S Code Section 34179 of the Dissolution Laws. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Laws; and

WHEREAS, on July 16, 2013, the California Department of Finance (“Department of Finance”) issued the Finding of Completion to the Successor Agency pursuant to H&S Code Section 34179.7 of the Dissolution Laws; and

WHEREAS, H&S Code Section 34177(j) of the Dissolution Laws requires the Successor Agency to prepare an administrative budget and submit the administrative budget to the Oversight Board for approval. The administrative budget shall include all of the following: (i) estimated amounts for Successor Agency administrative costs for the upcoming two 6-month fiscal periods; (ii) proposed sources of payment for Successor Agency administrative costs; and (iii) proposals for arrangements for administrative and operations services provided by the City or other entity; and

WHEREAS, H&S Code Section 34177(k) of the Dissolution Laws requires the Successor Agency to provide to the San Diego County Auditor-Controller (“County Auditor-Controller”) for each 6-month fiscal period the administrative cost estimates from its approved administrative budget that are to be paid from property tax revenues (i.e. former tax increment revenues) deposited in the County’s Redevelopment Property Tax Trust Fund (“RPTTF”) established for the Successor Agency; and

WHEREAS, staff of the Successor Agency seeks the Successor Agency’s approval of the administrative budget for the 12-month fiscal year period from July 1, 2016 through June 30, 2017 (“Administrative Budget”), in the form presented to the Successor Agency at this meeting, and the Successor Agency’s authorization to submit the approved Administrative Budget to the Oversight Board for its approval and to forward the information required by H&S Code Section 34177(k) to the County Auditor-Controller; and

WHEREAS, the Administrative Budget has been prepared in accordance with H&S Code Section 34177(j) of the Dissolution Laws and is consistent with the requirements of the H&S Code and other applicable law. As indicated in the Administrative Budget, the Successor Agency does not directly employ its own staff but relies on the employees and staff members of the City to perform its functions and operations required by the Dissolution Laws; and

WHEREAS, the proposed source of payment of the costs set forth in the Administrative Budget in the amount of \$250,000 is property taxes from the County’s RPTTF established for the Successor Agency. These costs in the amount of \$250,000 are listed as Item #15 on the proposed Recognized Obligation Payment Schedule for the 12-month fiscal year period from July 1, 2016 through June 30, 2017 (“ROPS 16-

17”) for funding from RPTTF, which ROPS 16-17 is proposed to be considered by the Successor Agency at this same meeting of the Successor Agency; and

WHEREAS, as required by H&S Code Section 34180(j) of the Dissolution Laws, the Successor Agency will submit a copy of the Administrative Budget to the San Diego County Administrative Officer, the County Auditor-Controller, and the Department of Finance at the same time that the Successor Agency submits the Administrative Budget to the Oversight Board for review and approval; and

WHEREAS, as required by H&S Code Section 34179(f) of the Dissolution Laws, all notices required by law for proposed actions of the Oversight Board will be posted on the Successor Agency’s internet website or the Oversight Board’s internet website; and

WHEREAS, pursuant to H&S Code Section 34179(h)(1) of the Dissolution Laws, written notice and information about all actions taken by the Oversight Board shall be provided to the Department of Finance as an approved Resolution by electronic means and in a manner of the Department of Finance’s choosing; except, however, the Oversight Board is not required, pursuant to H&S Code Section 34179(h)(1)(B), to submit the Oversight Board action approving the Administrative Budget to the Department of Finance for its approval; and

WHEREAS, in furtherance of Part 1.85 of the Dissolution Laws, a copy of the Administrative Budget as it may be approved by the Oversight Board will be submitted to the County Auditor-Controller and the State Controller’s Office and will be posted on the Successor Agency’s internet website. If desired by the Oversight Board, a copy of the Administrative Budget as it may be approved by the Oversight Board will be submitted to the Department of Finance; and

WHEREAS, pursuant to H&S Code Section 34183(a)(2) and (3) of the Dissolution Laws, the County Auditor-Controller is required to make a payment of property tax revenues (i.e. former tax increment funds) from the RPTTF to the Successor Agency on June 1, 2016 and January 2, 2017 for payments to be made toward recognized obligations listed on the approved ROPS 16-17 and for the administrative cost allowance for administrative costs set forth in the Administrative Budget; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, the Successor Agency to the La Mesa Community Redevelopment Agency does hereby resolve as follows:

Section 1. The Successor Agency determines that the foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency approves the Administrative Budget for the 12-month fiscal year period from July 1, 2016 through June 30, 2017, in substantially

the form presented to the Successor Agency at this meeting.

Section 3. The Executive Director, or designee, of the Successor Agency is authorized and directed to: (i) submit the approved Administrative Budget to the Oversight Board for its review and approval and concurrently submit a copy of the Administrative Budget to the County Administrative Officer, the County Auditor-Controller, and the Department of Finance; (ii) if desired by the Oversight Board, submit the Administrative Budget, as approved by the Oversight Board, and written notice of the Oversight Board's approval of the Administrative Budget by Resolution, to the Department of Finance electronically pursuant to H&S Code Section 34179(h)(1) of the Dissolution Laws; (iii) submit a copy of the Administrative Budget, as approved by the Oversight Board, to the County Auditor-Controller and the State Controller's Office; (iv) post the Administrative Budget, as approved by the Oversight Board, on the Successor Agency's internet website; (v) upon approval of the Oversight Board, submit to the County Auditor-Controller the administrative cost estimates from the Administrative Budget in the amount of \$250,000 that are to be paid from property tax revenues deposited in the County's Redevelopment Property Tax Trust Fund established for the Successor Agency; and (vi) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

Section 4. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 5. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Laws, any determinations rendered or actions or omissions to act by any public agency or government entity or division in the implementation of the Dissolution Laws, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Successor Agency to the La Mesa Community Redevelopment Agency held on the 26th day of January 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF SECRETARY

I, MARY J. KENNEDY, Secretary of the Successor Agency to the La Mesa Community Redevelopment Agency, do hereby certify the foregoing to be a true and exact copy of Resolution No. SA 2016-__, duly passed and adopted by the Successor Agency to the La Mesa Community Redevelopment Agency on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, Secretary

(SEAL OF CITY)

Successor Agency to the La Mesa Redevelopment Agency
 Agency Administrative Budget
 ROPS 1617

	July - December 2016	January - June 2017	Total for Fiscal Year 2016-2017
SALARIES AND BENEFITS			
Director of Community Development			
Salaries	\$ 27,330	\$ 27,330	\$ 54,660
Benefits	13,690	13,690	27,380
Community Development Program Coordinator			
Salaries	9,460	9,460	18,920
Benefits	5,855	5,855	11,710
Administrative Coordinator			
Salaries	2,655	2,655	5,310
Benefits	1,345	1,345	2,690
CERBT Charge	400	400	800
Total Salaries & Benefits	\$ 60,735	\$ 60,735	\$ 121,470
OTHER OPERATING EXPENSES			
Personal Expenses			
Travel, Conferences & Meetings	\$ 750	\$ 750	\$ 1,500
Memberships and Dues	225	225	450
Training	850	850	1,700
Total Personal Expenses	\$ 1,825	\$ 1,825	\$ 3,650
Materials, Services & Supplies			
Office Supplies	\$ -	\$ -	\$ -
Postage	-	-	-
Books, Subscriptions & Printing	-	-	-
Special Dept Supplies	-	-	-
Advertising	500	500	1,000
Mileage	175	175	350
Professional & Specialized Services	60,925	60,925	121,850
Car Allowance	840	840	1,680
Misc Other Charges	-	-	-
Special Other Charges	-	-	-
Total Materials, Services & Supplies	\$ 62,440	\$ 62,440	\$ 124,880
Total Successor Agency Admin Allowance	\$ 125,000	\$ 125,000	\$ 250,000

RESOLUTION NO. SA 2016-____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE LA MESA COMMUNITY REDEVELOPMENT AGENCY APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 16-17) FOR THE 12-MONTH FISCAL YEAR PERIOD FROM JULY 1, 2016 THROUGH JUNE 30, 2017 AND APPROVING RELATED ACTIONS

WHEREAS, the La Mesa Community Redevelopment Agency (“Redevelopment Agency”) was a redevelopment agency in the City of La Mesa (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) (“AB 26”) was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and to the California Health and Safety Code (“H&S Code”), including adding Part 1.8 (commencing with Section 34161) (“Part 1.8”) and Part 1.85 (commencing with Section 34170) (“Part 1.85”) to Division 24 of the H&S Code; and

WHEREAS, pursuant to AB 26, as modified by the California Supreme Court on December 29, 2011 by its decision in *California Redevelopment Association v. Matosantos*, all California redevelopment agencies, including the Redevelopment Agency, were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies; and

WHEREAS, the City Council of the City adopted Resolution No. 2012-005 on January 10, 2012, pursuant to Part 1.85 of AB 26, electing for the City to serve as the successor agency to the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under AB 26 (“Successor Agency”), and electing for the City to retain the responsibility for performing housing functions of the Redevelopment Agency upon the dissolution of the Redevelopment Agency on February 1, 2012 under AB 26 (“Successor Housing Entity”); and

WHEREAS, on February 1, 2012, the Redevelopment Agency was dissolved by operation of law and the Successor Agency and Successor Housing Entity were established pursuant to AB 26; and

WHEREAS, AB 26 has since been amended by various assembly and senate bills enacted and signed by the Governor. AB 26 as amended is hereinafter referred to as the “Dissolution Laws”; and

WHEREAS, H&S Code Section 34179 of the Dissolution Laws establishes a

seven (7) member local entity with respect to each successor agency and such entity is titled the "oversight board." The oversight board has been established for the Successor Agency (hereinafter referred to as the "Oversight Board") and all seven (7) members have been appointed to the Oversight Board pursuant to H&S Code Section 34179 of the Dissolution Laws. The duties and responsibilities of the Oversight Board are primarily set forth in H&S Code Sections 34179 through 34181 of the Dissolution Laws; and

WHEREAS, on July 16, 2013, the California Department of Finance ("Department of Finance") issued the Finding of Completion to the Successor Agency pursuant to H&S Code Section 34179.7 of the Dissolution Laws; and

WHEREAS, pursuant to H&S Code Section 34171(h)(1) of the Dissolution Laws, on and after July 1, 2016, "Recognized Obligation Payment Schedule" ("ROPS") means the document setting forth the minimum payment amounts and due dates of payments required by enforceable obligations of the Successor Agency for each fiscal year as provided in H&S Code Section 34177(o) of the Dissolution Laws; and

WHEREAS, pursuant to H&S Code Section 34177(l)(3) of the Dissolution Laws, the ROPS shall be forward looking to the next one year in accordance with H&S Code Section 34177(o); and

WHEREAS, according to H&S Code Section 34177(l)(1) of the Dissolution Laws, the Successor Agency shall prepare a ROPS before each fiscal year period. For each recognized obligation, the ROPS shall identify one or more of the following sources of payment: (i) Low and Moderate Income Housing Funds, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance, (v) the Redevelopment Property Tax Trust Fund ("RPTTF") but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or by the provisions of Part 1.85 of the Dissolution Laws, and (vi) other revenue sources, including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former Redevelopment Agency as approved by the Oversight Board in accordance with Part 1.85 of the Dissolution Laws; and

WHEREAS, it is the intent of the Dissolution Laws that the ROPS serve as the designated reporting mechanism for disclosing the Successor Agency's minimum fiscal year payment obligations by amount and source and that the San Diego County Auditor-Controller ("County Auditor-Controller") will be responsible for ensuring that the Successor Agency receives revenues sufficient to meet the requirements of the ROPS during each fiscal year period; and

WHEREAS, pursuant to H&S Code Section 34177(o) of the Dissolution Laws, the Successor Agency is required to submit the ROPS for the fiscal year period of July 1, 2016 through June 30, 2017, after its approval and adoption by the Oversight Board, to the Department of Finance and the County Auditor-Controller not later than February 1, 2016; and

WHEREAS, the ROPS covering the 12-month fiscal year period from July 1, 2016 through June 30, 2017 ("ROPS 16-17") is presented to the Successor Agency at this meeting for review, approval, and adoption; and

WHEREAS, if approved and adopted by the Successor Agency, the ROPS 16-17 shall thereafter be submitted to the Oversight Board for review, approval, and adoption. In this regard, H&S Code Section 34177(l)(2)(B) of the Dissolution Laws requires the Successor Agency to submit a copy of the ROPS 16-17 to the San Diego County Administrative Officer, the County Auditor-Controller, and the Department of Finance at the same time that the Successor Agency submits the ROPS 16-17 to the Oversight Board for approval; and

WHEREAS, pursuant to H&S Code Section 34177(l)(2)(C) of the Dissolution Laws, a copy of the Oversight Board-approved ROPS 16-17 shall be submitted to the County Auditor-Controller, the State Controller's Office and the Department of Finance and shall be posted on the Successor Agency's internet website; and

WHEREAS, pursuant to H&S Code Section 34177(o)(1)(A) of the Dissolution Laws, the Successor Agency shall submit a copy of the Oversight Board-approved ROPS 16-17 to the Department of Finance in the manner provided by the Department of Finance; and

WHEREAS, pursuant to H&S Code Section 34183(a)(2) of the Dissolution Laws, the County Auditor-Controller is required to make a payment of property tax revenues (i.e. former tax increment funds) from the RPTTF to the Successor Agency on June 1, 2016 and January 2, 2017 for payments to be made toward recognized obligations listed on the ROPS 16-17 and approved by the Department of Finance; and

WHEREAS, the proposed ROPS 16-17 is consistent with the requirements of the H&S Code and other applicable law; and

WHEREAS, the proposed ROPS 16-17 contains the schedules for payments on enforceable obligations required for the applicable fiscal year period and sources of funds for payments as required pursuant to H&S Code Section 34177(l) of the Dissolution Laws; and

WHEREAS, pursuant to H&S Code Section 34177(o)(1) of the Dissolution Laws, the ROPS 16-17 as approved and adopted by the Oversight Board shall be submitted to the Department of Finance and the County Auditor-Controller no later than February 1, 2016. Section 34177(o)(1) further provides that the Department of Finance shall make its determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than April 15, 2016 and that the Successor Agency may, within five (5) business days of the Department of Finance's determination, request additional review by the Department of Finance and an opportunity to meet and confer on disputed items. In the event of a meet and confer and request for additional review, the Department of Finance shall notify the Successor Agency and the County

Auditor-Controller as to the outcome of its review at least fifteen (15) days before the date of the first property tax distribution for that period (i.e. before June 1, 2016); and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, the Successor Agency to the La Mesa Community Redevelopment Agency does hereby resolve as follows:

Section 1. The Successor Agency determines that the foregoing recitals are true and correct and are a substantive part of this Resolution.

Section 2. The Successor Agency approves and adopts the ROPS 16-17 for the 12-month fiscal year period from July 1, 2016 through June 30, 2017, in substantially the form presented to the Successor Agency at this meeting.

Section 3. The Executive Director, or designee, of the Successor Agency is authorized and directed to: (i) provide the ROPS 16-17 to the Oversight Board for review, approval, and adoption and concurrently submit a copy of the ROPS 16-17 to the County Administrative Officer, the County Auditor-Controller, and the Department of Finance; (ii) submit the ROPS 16-17, as approved and adopted by the Oversight Board, to the Department of Finance and to the County Auditor-Controller no later than February 1, 2016; (iii) submit a copy of the ROPS 16-17, as approved and adopted by the Oversight Board, to the State Controller's Office and post the ROPS 16-17 on the Successor Agency's internet website; (iv) revise the ROPS 16-17, and make such changes and amendments as necessary, before official submittal of the ROPS 16-17 to the Department of Finance in order to complete the ROPS 16-17 in the manner provided by the Department of Finance and to conform the ROPS 16-17 to the form or format as may be prescribed by the Department of Finance; (v) make other non-substantive changes and amendments to the ROPS 16-17 as may be approved by the Executive Director of the Successor Agency and its legal counsel; and (vi) take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution on behalf of the Successor Agency.

Section 4. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 5. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any constitutional, legal or equitable rights that the Successor Agency may have to challenge, through any administrative or judicial proceedings, the effectiveness and/or legality of all or any portion of the Dissolution Laws, any determinations rendered or actions or omissions to act by any

public agency or government entity or division in the implementation of the Dissolution Laws, and any and all related legal and factual issues, and the Successor Agency expressly reserves any and all rights, privileges, and defenses available under law and equity.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED at a meeting of the Successor Agency to the La Mesa Community Redevelopment Agency held on the 26th day of January 2016, by the following vote, to wit:

AYES:

NOES:

ABSENT:

CERTIFICATE OF SECRETARY

I, MARY J. KENNEDY, Secretary of the Successor Agency to the La Mesa Community Redevelopment Agency, do hereby certify the foregoing to be a true and exact copy of Resolution No. SA 2016-__, duly passed and adopted by the Successor Agency to the La Mesa Community Redevelopment Agency on the date and by the vote therein recited.

MARY J. KENNEDY, CMC, Secretary

(SEAL OF CITY)

Recognized Obligation Payment Schedule (ROPS 16-17) - Summary

Filed for the July 1, 2016 through June 30, 2017 Period

Successor Agency:

La Mesa

County:

San Diego

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	16-17A Total	16-17B Total	ROPS 16-17 Total
Enforceable Obligations Funded with Non-Redevelopment Property Tax Trust Fund (RPTTF) Funding			
A Sources (B+C+D):	\$ -	\$ -	\$ -
B Bond Proceeds Funding	-	-	-
C Reserve Balance Funding	-	-	-
D Other Funding	-	-	-
E Enforceable Obligations Funded with RPTTF Funding (F+G):	\$ 1,093,725	\$ 997,594	\$ 2,091,319
F Non-Administrative Costs	968,725	872,594	1,841,319
G Administrative Costs	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E):	\$ 1,093,725	\$ 997,594	\$ 2,091,319

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name

Title

/s/

Signature

Date

La Mesa Recognized Obligation Payment Schedule (ROPS 16-17) - ROPS Detail

July 1, 2016 through June 30, 2017

(Report Amounts in Whole Dollars)

A	B	C	D	E	F	G	H	I	J	K	16-17A					Q	16-17B					W															
											Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)						RPTTF						Non-Redevelopment Property Tax Trust Fund (Non-RPTTF)					RPTTF									
											Bond Proceeds						Reserve Balance						Other Funds					Non-Admin					Admin				
											16-17A Total						16-17A Total						16-17B Total					16-17B Total									
Item #	Project Name/Debt Obligation	Obligation Type	Contract/Agreement Execution Date	Contract/Agreement Termination Date	Payee	Description/Project Scope	Project Area	Total Outstanding Debt or Obligation	Retired	ROPS 16-17 Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17A Total	Bond Proceeds	Reserve Balance	Other Funds	Non-Admin	Admin	16-17B Total															
								\$ 8,916,270		\$ 2,091,319				\$ 968,725	\$ 125,000	\$ 1,093,725				\$ 872,594	\$ 125,000	\$ 997,594															
2	AD98-1 Limited Obligation Bonds	Bonds Issued On or Before 12/31/10	7/27/1998	6/30/2023	Wells Fargo Bank	AD98-1 Limited Obligation Bonds (Principal & Interest) - Enforceable Obligation per HSC 3417(d)(1)(A) and 3417(d)(1)(E) - See Notes for additional information	Alvarado Creek	4,064,138	N	\$ 512,819				428,725		\$ 428,725					84,094		\$ 84,094														
3	AD98-1 Bond Fiscal Agent Fees	Fees	6/24/1998	9/30/2023	US Bank	Fiscal Agent fees as required by bond issuance- Enforceable Obligation per HSC 3417(d)(1)(A) and 3417(d)(1)(E)		26,800	N	\$ 2,900						\$ -					2,900		\$ 2,900														
11	AD98-1 Annual Disclosure Fees	Fees	6/24/1998	9/30/2023	Stading, Yocca, Carlson	Annual Disclosure Fees as required by bond issuance- Enforceable Obligation per HSC 3417(d)(1)(A) and 3417(d)(1)(E)		5,710	N	\$ 600						\$ -					600		\$ 600														
15	Administrative Cost Allowance	Admin Costs	7/1/2015	6/30/2017	Various	Administrative Cost Allowance under AB1X20 - See Oversight Board Resolution approving the Administrative Budget and Administrative Cost Allowance		250,000	N	\$ 250,000					125,000	\$ 125,000						125,000	\$ 125,000														
16	Deferred Pass-Through Debt Contractual Enforceable Obligation	Miscellaneous	1/5/1988	6/30/2037	County of San Diego	Pass-Through Payments previously deferred and not paid per contract- Enforceable Obligation per HSC 3417(d)(1)(E) - See Notes for additional information		1,348,241	N	\$ 1,250,000				500,000		\$ 500,000					750,000		\$ 750,000														
17	Defense of Affordable Housing Coalition Lawsuit	Litigation	7/30/2013	6/30/2017	Kane, Ballmer & Berkman/SA-City	Legal Defense of Affordable Housing Coalition's lawsuit- Enforceable Obligation per HSC 3417(b) and 3417(d)(1)(F)		70,000	N	\$ 70,000				35,000		\$ 35,000					35,000		\$ 35,000														
20	Deferred Housing Set-Aside	Miscellaneous	6/30/1994	6/30/2037	La Mesa Housing Successor Agency Asset Fund (Low/Mod Income Hsg Asset Fund)	Deferred Set Aside amounts owed to Central Project Area to be paid from RPTTF - Enforceable Obligation per HSC 3417(d)(1)(G)		3,148,381	N	\$ -						\$ -							\$ -														
21	Contract for Auditing Services	Professional Services	5/23/2011	6/30/2017	Rogers, Anderson, Malody & Scott	Auditing Services- Enforceable Obligation per HSC 3417(d)(1)(C), 3417(n) and 3417(d)(1)(F)		5,000	N	\$ 5,000				5,000		\$ 5,000							\$ -														
22	Accrued interest related to Item 16	Miscellaneous														\$ -							\$ -														
23																\$ -							\$ -														
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**La Mesa Recognized Obligation Payment Schedule (ROPS 16-17) - Report of Cash Balances
(Report Amounts in Whole Dollars)**

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation. For tips on how to complete the Report of Cash Balances Form, see CASH BALANCE TIPS SHEET.

A	B	C	D	E	F	G	H	I	
		Fund Sources							
		Bond Proceeds		Reserve Balance		Other	RPTTF		
	Cash Balance Information by ROPS Period	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS period balances and DDR RPTTF balances retained	Prior ROPS RPTTF distributed as reserve for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments	
ROPS 15-16A Actuals (07/01/15 - 12/31/15)									
1	Beginning Available Cash Balance (Actual 07/01/15)	522,450					194,044	C1: See Notes Page H1: ROPS 14-15A PPA \$106,919 per DOF 3/18/15 Determination Letter plus ROPS 14-15B PPA \$87,125 per DOF 10/19/15 Determination Letter	
2	Revenue/Income (Actual 12/31/15) RPTTF amounts should tie to the ROPS 15-16A distribution from the County Auditor-Controller during June 2015						1,014,362	H2: Actual amt of RPTTF received per DOF 3/18/15 Determination Letter	
3	Expenditures for ROPS 15-16A Enforceable Obligations (Actual 12/31/15)						996,629	H3: Actual expenditures paid 7/1/15 - 12/31/15	
4	Retention of Available Cash Balance (Actual 12/31/15) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	522,450					-	C4: See Notes Page	
5	ROPS 15-16A RPTTF Balances Remaining	No entry required						124,652	H5: CAC PPA for ROPS 14-15A \$106,919 plus unexpended cash in 711 Fund \$17,733
6	Ending Actual Available Cash Balance C to G = (1 + 2 - 3 - 4), H = (1 + 2 - 3 - 4 - 5)	\$	-	\$	-	\$	-	\$	
							87,125	H6: CAC PPA for ROPS 14-15B \$87,125 applied to ROPS 15-16B	
ROPS 15-16B Estimate (01/01/16 - 06/30/16)									
7	Beginning Available Cash Balance (Actual 01/01/16) (C, D, E, G = 4 + 6, F = H4 + F4 + F6, and H = 5 + 6)	\$ 522,450	\$ -	\$ -	\$ -	\$ -	\$ -	211,777	
8	Revenue/Income (Estimate 06/30/16) RPTTF amounts should tie to the ROPS 15-16B distribution from the County Auditor-Controller during January 2016						951,600	H8: Actual amt of RPTTF received per DOF 10/19/15 Determination Letter	
9	Expenditures for ROPS 15-16B Enforceable Obligations (Estimate 06/30/16)						1,038,725	H9: Enforceable obligations to be paid 1/1/16 thru 6/30/16	
10	Retention of Available Cash Balance (Estimate 06/30/16) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	522,450					-	C10: See Notes Page	
11	Ending Estimated Available Cash Balance (7 + 8 - 9 - 10)	\$	-	\$	-	\$	-	\$	
							124,652		

La Mesa Recognized Obligation Payment Schedule (ROPS 16-17) - Notes July 1, 2016 through June 30, 2017

Item #	Notes/Comments
ROPS Detail	
16	Pursuant to section 4.04 of the Agreement between the County of San Diego and the La Mesa Community Development Agency dated January 5, 1988, any remaining balance owed by the Agency to the County shall be forgiven upon the termination or expiration of the Redevelopment Plan. The enforceability of this obligation, therefore, depends on the Department of Finance's determination of whether the Dissolution Laws terminated the Redevelopment Plan for the Alvarado Creek Redevelopment Project. The DOF approved payments of deferred pass-through payments on the ROPS 14-15A, ROPS 14-15B, ROPS 15-16A, and ROPS 15-16B. The Total Obligation has been updated to include anticipated accrued interest according to the terms of the original Agreement and calculated by the County of San Diego. The estimated payoff date is with the ROPS 17-18 (A).
17	Funds required for defense of the Affordable Housing Coalition of San Diego County v. City of La Mesa as Successor Agency to La Mesa Community Redevelopment Agency et al. Litigation costs due to the filing of a lawsuit by the Affordable Housing Coalition of San Diego County alleging that unmet obligations of the Former RDA pursuant to the California Community Redevelopment Law constitute an enforceable obligation of the Successor Agency payable from RPTTF. Costs relating to potential and pending litigation in connection with assets or obligations constitute an enforceable obligation of the Successor Agency and shall be payable from RPTTF monies, not as an administrative cost, pursuant to HSC Section 34171(b) and 34171(d)(1)(F) of the Dissolution Act.
All	The actual amounts provided on this ROPS are solely estimates and the actual amount paid due to final costs owed by the Successor Agency may end up being greater than shown in the ROPS detail. Therefore, the approval of this ROPS by the Successor Agency, the Oversight Board and the DOF includes the approval of such increased amount actually paid by the Successor Agency.
All	To the extent RPTTF is not available to pay an enforceable obligation listed on this ROPS, the approval of this ROPS by the Successor Agency, the Oversight Board, and the DOF includes authorizing the Successor Agency to make payments on an enforceable obligation from any other funds the Successor Agency may have available, if any, at the time a payment is to be made.
Report of Cash Balances	
C-1	The \$522,450 is fiscal agent reserves required for the AD98-1 Limited Obligation Bonds. These fiscal agent reserves have been required by the bond documents and covenants since bond issuance and are not available for use by the Successor Agency while the debt service remains outstanding. As in all previous ROPS, the AD98-1 Bonds reserve funds in the amount of \$522,450 will continue to be held by the fiscal agent until the AD98-1 Bonds are retired in 2023.
H-1	The Beginning RPTTF balance equals the residual balance of RPTTF in the amount of \$106,919 from ROPS 14-15A PPA per DOF Determination Letter dated March 18, 2015 that was reported on the ROPS 15-16A plus the residual balance of RPTTF in the amount of \$87,125 from ROPS 14-15B PPA per DOF Determination Letter dated October 19, 2015 that was reported on ROPS 15-16B and that will be reconciled with the ROPS 16-17.
H-2	Actual amount of RPTTF received per DOF Determination Letter dated March 18, 2015
H-3	Actual expenditures incurred and paid during the July 1, 2015 through December 31, 2015 (ROPS 15-16A) period



COUNCIL TRAVEL REPORTING FORM BEFORE TRAVEL

Implementing AB1234 and Council Resolution No. 2013-008

The following form is provided as a means of implementing Government Code Section 53232.2 and 53233.3, as well as Council Resolution No. 2013-008 which establishes the City's policy for requests to fund Council travel expenditures. In accordance with established Council policy, this request form for Council travel authorization is to be completed and provided to the City Manager so that it can be placed as a Council Initiated Item at least three (3) regularly scheduled meetings prior to the planned trip for review and approval by the Council.

PART I. TRAVEL REQUEST

Date of Request: 01/13/2016

Date of Event and/or Program: January 21-22, 2016

1. Requested by: (print name) Bill Baber

2. Describe the event or program and organization that is sponsoring the requested travel expenditure:
League of California Cities Housing Policy Committee Meeting, Sacramento

3. Where will the program or event take place:
Sacramento, CA

4. What funds are being requested for the program or event:

Travel	\$ <u>575.00</u>
Room and Board	\$ <u>500.00</u>
Registration Fee	\$ <u>0</u>
Other	\$ <u>100.00</u>
(Please explain)	<u>Shuttle/Cab</u>

Total Request \$ 1,175.00

5. Accountability of funds: The following Section will be completed by the City Manager prior to being placed on the Council Agenda.

Funds are allocated and available for the requested trip:

[Signature] 1.14.16
City Manager Date



REPORT to the MAYOR and MEMBERS of the CITY COUNCIL
From the CITY MANAGER

DATE: January 26, 2016

SUBJECT: **ZOA-15-01** – Consideration of a Negative Declaration and an ordinance amending Title 24 of the La Mesa Municipal Code amending Section 24.05.020.D.3 relating to the keeping of Dogs in Residential Zones and adding Section 24.06.020.E.3 relating to the keeping of Ordinary Household Pets in Commercial Zones.

ISSUING DEPARTMENT: Community Development

SUMMARY:

Issue:

Should the City Council approve a Negative Declaration and adopt an ordinance amending Title 24 of the La Mesa Municipal Code (LMMC) relating to the number of Dogs Allowed in Residential Zones and adding Section 24.06.020.E.3 relating to keeping of Ordinary Household Pets in Commercial Zones.

Recommendation:

That the City Council approve the Negative Declaration and approve the introduction and first reading of the Ordinance amending LMMC Title 24 relating to the number of dogs allowed in residential zones and adding Section 24.06.020.E.3 relating to the keeping of Ordinary Household Pets in Commercial Zones.

Fiscal Impact:

There is no direct fiscal impact associated with this action.

Environmental Review:

After conducting an Initial Study in compliance with the California Environmental Quality Act (CEQA), staff concluded that the project would not have the potential to create significant adverse impacts to the environment. A Negative Declaration (ND) was prepared for the City Council's approval. The ND was initially published for a public review period starting on November 19, 2015 through December 9, 2015. The project description was later modified to add provisions to allow Ordinary Household Pets in dwelling units in Commercial Zones.

The public review period for the revised ND (**Attachment A**) started December 31, 2015 and ended on January 19, 2016. No comments were received on the revised ND.

Relevant La Mesa Municipal Code Sections:

Section 24.05.020.D establishes regulations pertaining to the keeping of animals in residential zones.

Section 24.06.020.E.3 establishes regulations related to permitted accessory uses and structures in commercial zones.

BACKGROUND:

The City Council directed staff to evaluate a potential Zoning Ordinance Amendment to allow additional dogs in residential zones and to forward a Zoning Ordinance Amendment to the Planning Commission for review and recommendation. On November 4, 2015, and December 16, 2015, the Planning Commission held duly noticed public hearings, considered staff reports and presentations from the Animal Control Officer and the Police Department, and accepted public testimony in considering Zoning Ordinance Amendment ZOA 15-01. The proposed amendment initially presented alternatives relating to the keeping of additional dogs in residential zones. After additional analysis, staff expanded the project description to include consideration of allowing Ordinary Household Pets for residential uses in commercial zones.

Chapter 24 definition of "Ordinary household pet" is as follows:

"Ordinary household pet" means those animals which are customarily kept for personal use or enjoyment on a residential property (and which could normally be, although not required to be, contained within a residential structure). Household pets shall include, but not be limited to, domesticated dogs, cats, small mammals, birds, fish, reptiles, and rodents. Not included in this definition are wild animals, domestic poultry or livestock, or those animals whose ownership is prohibited by either the state of California, the United States government, or other portions of the La Mesa Municipal Code.

The Planning Commission considered a revised Negative Declaration on the expanded project description prepared pursuant to CEQA.

DISCUSSION:

On November 4, 2015, the Planning Commission reviewed proposed alternatives for a Zoning Ordinance Amendment that would allow more dogs than currently allowed (Section 24.05.020.D.3).

Commissioners offered suggestions to allow an increase in the number of dogs and requested staff to analyze these suggestions. The approaches included: fixed limits, zoning-based limits, lot area-based limits and land use based limits. A specific comment was made to allow three dogs in detached dwelling units by right, while requiring a Conditional Use Permit (CUP) to allow four dogs. The general consensus at the conclusion of this Planning Commission meeting was that the revised regulations should be based upon land use. There was general agreement that the current two dog limitation in attached dwelling units should not be changed, while the number of dogs for single-family detached housing could be increased to three or four dogs.

The discussion was continued to the December 16, 2015 Planning Commission meeting to allow staff to further analyze the proposed amendment and to return to the Planning Commission with a recommendation.

On December 16, 2015, staff recommended to the Planning Commission that a Discretionary Permit (Conditional Use Permit) not be required for a request to increase the allowable number of dogs beyond three dogs. Staff stated that a CUP application would be costly and time-consuming to residents and would require additional staff resources to enforce. Instead, staff recommended to the Planning Commission that the ordinance be revised to allow for up to four adult dogs by right in single-family dwelling units only (in both residential and commercial zones). Under this proposed provision, residents of a detached single family home may keep up to four dogs. A single-family detached home development and use typically includes a private outdoor yard area where the number of dogs could reasonably be increased above the current two dog limit.

The Planning Commission discussions during the meetings involved questions to staff and the Police Department regarding enforcement procedures, barking dogs, residential lot sizes and the number of dogs allowed per dwelling unit. The Commissioners heard from community members about enforcement concerns and a few of the Commissioners indicated that the enforcement and the proposed ordinance were separate issues. However, some of the Commissioners stated that the enforcement issues may be worth investigating further.

City regulations specific to dogs are addressed in Chapters 8 and 24 of the Municipal Code. Dogs are considered ordinary household pets and are allowed by right as an accessory use to a dwelling unit within the Municipal Code's permitted use classifications. Section 24.05.020.D.2.a permits two adult dogs per dwelling unit in multi-family zones R2, R3 and RB, and LMMC Section 24.05.020.D.3.a permits two adult dogs per dwelling unit in single-family zones R1E, R1R, R1S, R1 and R1A. In any residential zone classification, two dogs per residence are currently allowed whether the dwelling unit is attached or detached, or in a Planned Residential Development (PRD). Beyond minimum City requirements, apartment complexes and homeowner's associations in condominium projects may further restrict the keeping of dogs as pets as part of lease agreements or covenants.

In order to accommodate more dogs on properties with residential uses and to distinguish between detached single-family residential uses and multi-family residential uses, the revisions focus on permitted uses in Section 24.05.020, Permitted Structures and Uses in Residential Zones (**Attachment E**). The Planning Commission recommendation limits the number of dogs allowable to three adult dogs:

- a. Two adult dogs per ~~dwelling unit~~ multiple family dwelling unit and up to three adult dogs for a single-family dwelling unit.

The Planning Commission recommends extending these proposed provisions to the permitted residential uses within the commercial zones. The City has four commercial zones that allow residential use and the current code does not allow for pets of any kind in these commercial zones despite allowing residential uses. The proposed Zoning Ordinance Amendment includes adding "Ordinary Household Pets" as a permitted accessory use for permitted residential uses in the commercial zone provisions of the Municipal Code. By adding Ordinary Household Pets as a provision to these four commercial zones in the Code; dogs, cats and other household

animals would be permitted accessory uses to the residential land uses within the commercial zones, in the same manner and standards as it is proposed in the residential zones. That is, two dogs in a multiple family dwelling unit and up to three adult dogs for a single family dwelling unit. This provision is proposed in Section 24.06.020.E of the Municipal Code and limitations would be consistent with the residential zones (**Attachment E**).

CONCLUSION:

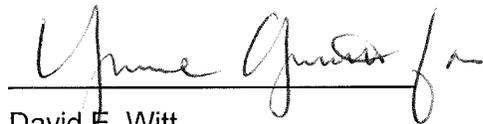
The proposed ordinance would allow an increase in the number of dogs allowed on a property containing a single-family dwelling and would allow Ordinary Household Pets on commercial properties containing residential dwellings consistent with the single-family dwelling and multi-family dwelling unit limitations proposed for Section 24.05.020.D.3.

The Planning Commission recommends that the attached ordinance (**Attachment E**) be adopted by the City Council.

Staff recommends that the City Council:

1. Approve the Negative Declaration (analyzed for up to 6 dogs) prepared for the proposed ordinance in accordance with the requirements of CEQA; and
2. Introduce and conduct the first reading of the proposed ordinance amending Section 24.05.020.D.3 and Section 24.06.020.E of the La Mesa Municipal Code (**Attachment E**).

Reviewed by:



David E. Witt
City Manager

Respectfully submitted by:



Carol Dick
Community Development Director

- Attachments:
- A. Draft Negative Declaration and Environmental Initial Study.
 - B. Regulations for Local Municipalities
 - C. Animals and Agricultural Uses in Residential Zones
 - D. Planning Commission Resolution PC-2015-20
 - E. Draft City Council Ordinance.

Environmental Initial Study
Domestic Animal Zoning Ordinance Amendment
City of La Mesa, County of San Diego, CA

Lead Agency:

City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
619-667-1196
Contact: Allyson Kinnard

December 2015

Project Title:	Domestic Animal Zoning Ordinance Amendment
Lead Agency Name and Address:	City of La Mesa Community Development Department Planning Division 8130 Allison Avenue La Mesa, CA 91942
Lead Agency Contact Person and Phone Number:	Allyson Kinnard, Associate Planner, 619-667-1196
Project Location: (Address and/or general location description)	City-wide, within the City of La Mesa, California 91941 and 91942, County of San Diego
Applicant's Name and Address:	City of La Mesa Allyson Kinnard, Associate Planner 8130 Allison Avenue La Mesa, California 91942
General Plan Land Use Designation:	Various
Zoning:	R1 (Urban Residential) R1A (Urban Residential Alternative) R1S (Suburban Residential) R1R (Semi-Rural Residential) R1E (Semi-Rural Estate) RB (Residential Business) R2 (Medium Low Density Residential) R3 (Multiple Unit Residential) RB (Residential Business) C (General Commercial) CN (Neighborhood Commercial) CD (Downtown Commercial) CM (Light Industrial and Commercial Services)
Assessor Parcel Number:	Various
Project Description:	<p>An ordinance amendment is proposed by the City of La Mesa to modify Chapter 24 of the La Mesa Municipal Code (Zoning Ordinance) regarding the keeping of domestic animals as an accessory use to a residential use.</p> <p>The Zoning Ordinance currently allows for the keeping of animals, including up to two dogs per residence, in residential zones. There is currently no provision for the keeping of animals in commercial zones, even though residential development is allowed by right in these areas. The proposed amendment would accomplish two purposes: increase the number of dogs allowed per dwelling unit by up to four, to a maximum limit of six, and extend the existing provisions for the keeping of animals to residential units in commercial zones so that all City residents would have the right to keep Ordinary Household Pets. Ordinary Household Pets include dogs, cats, potbellied pigs, small mammals, birds, fish, reptiles, and rodents.</p> <p>Existing regulations in the City's Municipal Code ensure that nuisances</p>

	<p>associated with animals are minimized. Enforcement of animal-related violations is actively managed by the City's Animal Control and Code Compliance Programs. These regulations would continue to be in effect after the ordinance amendment is adopted.</p> <p>The Project would affect residents in all residential areas and requires a recommendation by the City of La Mesa Planning Commission and approval by the City Council. File reference: ZOA-15-01.</p>
Surrounding Land Uses:	
North:	Various
South:	Various
East:	Various
West:	Various
Site Features and Setting:	<p>The City of La Mesa is approximately 9 square miles in area, and is located in the western part of San Diego county (Exhibit A). La Mesa is located in a transition zone between the coast and the foothills. Elevations range from less than 400 feet to over 1,300 feet at the top of Mt. Helix.</p> <p>The City of La Mesa incorporated in 1912. Early subdivisions occurred in the downtown portion of La Mesa south of University Avenue and along both sides of Spring Street. The construction of El Cajon Boulevard around the time of WWI created a second roadway connection from La Mesa to San Diego. The Post War period brought new residential neighborhoods along the University Avenue and El Cajon Boulevard corridors. Grossmont Shopping Center developed in 1961, and thereafter apartment development and other growth, including the industrial area of the City occurred.</p> <p>The land use and street systems in La Mesa are well established. They are strongly defined by existing development patterns and terrain. The basic land use and street pattern is not planned to significantly change in coming years.</p> <p>The project affects all properties within the City of La Mesa with residential use.</p>
Other Agencies Whose Approval is Required:	N/A



ENVIRONMENTAL INITIAL STUDY

The Environmental Review Checklist below is used by staff to evaluate whether a Project has the potential to cause significant environmental impacts. The purpose of the checklist is to assist in the determination of whether an Environmental Impact Report (EIR) should be prepared for the Project. If it is determined that no EIR is needed to identify potential environmental impacts from a Project, a Negative Declaration will be adopted. A Negative Declaration does not mean that a Project will have no effect; it is documentation that a Project will not have the potential to cause "significant" environmental impacts that need a complete EIR to properly evaluate. Once the proper level of environmental analysis has been established utilizing the checklist below, the Project itself will be evaluated based upon a separate analysis of compliance with ordinances, policies, standards, and required findings established for review of the Project by the City.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. Aesthetics.				
<i>Would the Project:</i>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

- a) **No Impact.** Vistas and panoramic views are identified in the City's Urban Design Program. The Urban Design Program describes vistas as occurring along streets, corridors, or groves that open on to scenic views. Animals are typically housed either within yards surrounded by fencing or inside dwelling units. Fenced enclosures for animals is and would continue to be subject to the same height limitations currently in effect for residential zones. Therefore, there would be no impact to scenic vistas.
- b) **No impact.** A segment of State Route 125 that passes through the project area is designated a state scenic highway. The Scenic Preservation Overlay Zone, which surrounds the scenic highway segment, contains supplemental development standards to ensure the preservation of natural scenic resources. Within this area, any tree that is removed is required to be replaced and site grading is limited. The keeping of animals does not require the removal of trees, grading or other site alterations. There is no impact.

- c) **No Impact.** See section I.a) above.
- d) **No impact.** Existing lighting sources in residential neighborhoods include windows, exterior building lighting, and streetlights. These would not be expected to increase with the adoption of the zoning ordinance amendment. Outdoor and residential lighting is required to be located and arranged in a manner consistent with City requirements, to promote public safety, and also minimize unnecessary light and glare effects to the surrounding community. There is no impact related to light and glare.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<p>II. Agriculture and Forest Resources. <i>In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Project; and the forest carbon measurement methodology provided in the Forest Protocols adopted by the California Air Resources Board.</i> Would the Project:</p>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a-e) **No Impact.** The City of La Mesa is comprised of urbanized and suburban neighborhoods designated for residential and commercial uses, and contains no Prime Farmland, Unique Farmland, or Farmland of Statewide Importance. The City has no agricultural zoning designations and no Williamson Act Contract lands. There are no forest lands or timber resources within the City. There are no farmland areas or sites designated for agricultural use nor are there any nearby agricultural sites that could be affected by the project.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
III. Air Quality.				
<i>Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the Project:</i>				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or Projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the Project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explanation:

- a) **No Impact.** Air quality plans applicable to the San Diego Air Basin (SDAB) include the San Diego Regional Air Quality Strategy (RAQS) and applicable portions of the State Implementation Plan (SIP). Air quality impacts are generated from mobile and area source emissions, based on population and vehicle trend and land use plans developed by cities and the County. Allowing residents to keep animals as an accessory use would not affect population growth or vehicle trips. Therefore, the keeping of ordinary household pets in commercial zones and an increase in the maximum number of dogs that may be kept would not conflict with or obstruct implementation of the RAQS or SIP and no impact would occur.
- b) **No Impact.** In general, air quality impacts are the result of emissions from motor vehicles, energy consumption and short-term construction associated with development projects. As described above, the keeping of animals on properties already developed with residential units would not generate greenhouse gas emissions. There would be no operational emissions generated by the keeping of ordinary household pets on a residential property. Therefore, no impact would occur.
- c) **No Impact.** See response III.a) above. The project would not result in an increase of any criteria pollutant because it is not growth inducing. There would be no new construction and no additional vehicle trips. The proposed use is not inconsistent with the City of La Mesa General Plan, which is the applicable land use plan. There is no impact.
- d) **Less than Significant Impact.** Sensitive receptors include surrounding single- and multi-family residences, churches and schools located in and adjacent to residential development. The keeping of ordinary household pets and additional dogs would not generate substantial pollutant

concentrations that could affect sensitive receptors. The City’s Municipal Code contains regulations prohibiting the accumulation of refuse, excrement, and manure and requiring that dead animals and excrement be stored in fly-tight containers. Enforcement would ensure that sensitive receptors are not exposed to pollutants.

Other existing pollutants include traffic emissions on surrounding surface streets. The project would not generate traffic emissions and would not result in the formation of carbon monoxide (CO) “hot spots” beyond those already occurring because it would not result in any additional vehicle trips. Exposure of sensitive receptors to pollutants is less than significant.

- e) **Less than Significant Impact.** Accumulation of excrement associated with the keeping of animals and storage of dead animals is a potential source of objectionable odors. To prevent this from occurring, the City’s Municipal code contains regulations prohibiting the accumulation of refuse, excrement, and manure and requiring that dead animals and excrement be stored in fly-tight containers. Enforcement of violations of these requirements is ensured through the City’s Code Compliance program and/or Animal Control in the same manner as for any nuisance-related complaint. Impacts from objectionable odors would be less than significant.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IV. Biological Resources.				
<i>Would the Project:</i>				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands, as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal wetlands, etc.), through direct removal, filling, hydrological interruption or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a-f) **No Impact.** The City of La Mesa Habitat Conservation Plan (also referred to as the City of La Mesa Sub-area of the Multiple Species Conservation Plan [MSCP]) vegetation mapping identifies coastal sage scrub as the only sensitive natural habitat within the City limits. Apart from the City of La Mesa Habitat Conservation Plan, the only City document that addresses biological resources is the Recreation & Open Space Element of the La Mesa General Plan, which contains a policy that sensitive open space and natural lands be preserved where feasible. The project would not conflict with any of the policies contained in the MSCP or the Recreation & Open Space Element of the City of La Mesa General Plan because the keeping of ordinary household pets would be allowed only as an accessory use on developed land. No impact would occur to habitat areas or to biological resources.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
V. Cultural Resources.				
<i>Would the Project:</i>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code § 21074?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a) **No Impact.** The keeping of ordinary household pets for the pleasure of residents is an established practice that historically has not resulted in adverse changes in the significance of historic resources. Animal enclosures, such as dog houses, dog runs, and fencing associated with the keeping of household pets would be incidental and impermanent in nature (i.e. without a permanent

foundation). The City's Historic Resources Inventory and Historic Landmark Registry identify structures and sites demonstrating historical significance or potential significance. New accessory structures located on historic properties typically have minimal impact except in cases where contributing site features (an historic retaining wall, for example) are affected. In such cases, the proposed structure would be referred to the Historic Preservation Commission for review in the same manner as any other project. Based on the impermanent nature of accessory structures resulting from the zoning ordinance amendment, and based on the review requirements imposed by the La Mesa Historic Preservation Ordinance (LMMC Chapter 25), there would be no impact to historical resources.

b-e) **No Impact.** Because they do not need a permanent foundation, fences for enclosing yards would require little or no grading and/or surface disturbance that could affect the significance of an archaeological, paleontological, or tribal cultural resource on an already disturbed and established residential lot, nor would they disturb any human remains. Therefore, there would be no impact to archaeological, paleontological, tribal cultural resources or geologic features.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VI. Geology and Soils. <i>Would the Project:</i>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death, involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the Project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

- a) **No Impact.** Although the City is located within a seismically active region, no active or potentially active faults are known to exist within City limits. In addition, the City is not situated within an Alquist-Priolo Earthquake Fault Zone. The Rose Canyon Fault Zone, located several miles west of the site, is the nearest active fault zone. Aside from small, incidental enclosures for containing animals, no construction would occur as a result of the project. Fencing, dog houses, dog runs, and similar enclosures would not be habitable for humans and would therefore not pose a seismic risk to humans. There is no impact.

- b) **Less than Significant Impact.** Most of La Mesa is underlain by soil of the Redding Series. Redding soils are highly erosive and have a high runoff potential. Land stripped of vegetation increase the erosion potential of the soil (City of La Mesa Safety Element). For this reason, City of La Mesa Storm Water regulations prohibit property owners from allowing soil erosion that could affect water quality. Any soil erosion caused by animals being kept by residents would be subject to these regulations. Surface drainage patterns are not proposed to be altered with implementation of the zoning ordinance amendment because the keeping of ordinary household pets would be limited to only those sites already developed with residential uses. Little or no grading or surface alteration is anticipated that could cause soil erosion from installing animal enclosures. Effects related to loss of topsoil are less than significant.

- c-d) **No Impact.** Most of La Mesa is underlain by soil of the Redding Series, which has a high degree of shrink-swell behavior (City of La Mesa Safety Element). This means that the soil contains relatively large amounts of clay, which expands when wet and contracts as it dries. For permanent structures, expansive soils can be addressed through removal, special construction techniques, and/or proper drainage that would be addressed through the City's construction review process. As described above, enclosures would be small (less than 100 square feet in most cases) and would not require a permanent foundation or a building permit. Therefore, there is no impact from unstable or expansive soils.

- e) **No Impact.** Increasing the limit on the number of dogs that may kept and extending the right to keep animals to residents in commercial zones would not result in the construction of septic tanks or alternative wastewater disposal systems. No impact would occur.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VII. Greenhouse Gas Emissions.				
<i>Would the Project:</i>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

- a) **No Impact.** As discussed in Section 15064.4 of the State CEQA Guidelines, the determination of the significance of greenhouse gas (GHG) emissions calls for a careful judgment by the lead agency

consistent with the provisions in Section 15064. A lead agency should make good faith effort, based to the extent possible on scientific and factual data, to describe, calculate or estimate the amount of GHG emissions resulting from the Project. Many lead agencies have set a goal to reduce GHG emissions by a certain amount to demonstrate consistency with Assembly Bill 32 (AB 32). Different agencies and studies estimate different goals for reduction of emissions to achieve 1990 levels by the year 2020, as set forth in AB 32. Most local governments in California with adopted targets have targets of 15 to 25 percent reductions under 2005 levels by 2020.

In 2009, the City prepared a Greenhouse Gas Emissions Inventory, which established a 2005 baseline emissions inventory, against which to measure future progress. The inventory identifies transportation fuels and natural gas as accounting for 82 percent of emissions, followed by electricity (15 percent). The proposed zoning ordinance amendment would not result in use of transportation fuels, natural gas, or electricity. Enclosures for ordinary household pets do not require heating or electricity in this climate. The project would not generate greenhouse gas emissions, therefore there is no impact.

- b) **No Impact.** The City of La Mesa participates in the San Diego Regional Climate Protection Initiative. Applicable plans, policies and regulations either adopted or supported by the City of La Mesa include the 2010 California Green Building Standards, SANDAG Climate Action Strategy, and the U.S. Conference of Mayor’s Climate Protection Agreement. The project would not result in any new development or generate any vehicle trips according to the ITE Trip Generation Manual; therefore, there is no conflict with the applicable plans including those listed above.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. Hazards and Hazardous Materials.				
<i>Would the Project:</i>				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code § 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
e) For a Project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the Project result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a Project within the vicinity of a private airstrip, would the Project result in a safety hazard for people residing or working in the Project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a-b) **Less Than Significant Impact.** Animal waste can be hazardous to humans if not disposed of properly. The City’s Municipal Code contains regulations prohibiting the accumulation of refuse, excrement, and manure and requiring that dead animals and excrement be stored in fly-tight containers and disposed of properly. The proposed zoning ordinance amendment would result in an increase in the number of animals kept city-wide. Although the amount of animal waste would correspondingly increase, the amount of increase is difficult to estimate because it is not known how many households would obtain additional animals and the size of those additional animals. Further, the keeping of animals in homeowner associations, multi-family housing, and on rental properties is widely regulated through CC&Rs and lease agreements. These regulations are typically more restrictive than the municipal limits. Given the waste disposal regulations currently in place and the relatively small quantity of waste that would be generated by additional animals, a less than significant impact would occur.

c) **Less Than Significant Impact.** The zoning ordinance amendment affects all residential areas of the City, which is where schools are generally located. As described in response VIII.a-b) above, animal waste could be considered a hazardous material if not disposed of properly. However, regulations are in place to ensure that animal waste is disposed of properly. Exposure of schools to hazardous waste generated as a result of the project is therefore less than significant.

d) **No Impact.** Sites developed with and used as residences are not considered hazardous material sites.

e) **No Impact.** A portion of the northeast corner of the City of La Mesa is located within two miles of a public airport, Gillespie Field. The zoning ordinance amendment pertains to the keeping of animals on already developed sites. It would not introduce new people to any site that would have the potential to pose an airport-related safety hazard. Therefore, no impact would occur.

f) **No Impact.** There are no private airstrips in the vicinity of the Project area.

- g) **No Impact.** The keeping of ordinary household pets does not have the potential to impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan. With the exception of cats, domestic animals are not permitted to be at large and therefore would not impede emergency traffic. There is no impact to emergency evacuation plans.
- h) **No Impact.** The proposed zoning ordinance amendment would not result in any new habitable structures that could cause wildfire risks to people. Any enclosures built for use by household pets would be small (typically 100 square feet or less in size), incidental, and situated on already-developed property in an area surrounded by urban and suburban development served by the La Mesa Fire Department/Heartland Fire & Rescue. There is no impact associated with wildfire risk.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. Hydrology And Water Quality.				
<i>Would the Project:</i>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
IX. Hydrology And Water Quality.				
<i>Would the Project:</i>				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of a failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

- a) **Less Than Significant Impact.** Pollutants from improperly disposed pet waste may be washed into the storm drain system. When pet waste enters the watershed, it decays, uses up oxygen and sometimes releases ammonia. Low oxygen levels and ammonia combined with warm temperatures kill fish. Pet wastes also contain nutrients that encourage weed and algae growth. The project would likely result in the generation of additional pet waste being generated in the City; however, there are existing regulations in place requiring proper animal waste disposal to ensure that it does not contribute to storm water pollution. Enforcement of animal-related violations is actively managed by the City's animal control and code compliance programs. The project would not violate water quality standards or discharge requirements and the effect is less than significant.
- b) **No Impact.** The project does not require the use of groundwater resources; there is no impact.
- c-d) **No Impact.** Enclosures associated with the keeping of animals typically consist of fencing around yards or dog runs. These do not require a permanent foundation or a building permit, nor do they require grading or other surface alterations. Therefore, there is no potential for erosion or flooding caused by altered drainage patterns and no impact.
- e-f) **Less Than Significant Impact.** See IX.a) above. Extending the right to keep ordinary household pets to residents in commercial zones and increasing the number of dogs allowed to be kept would not affect the capacity of the storm water drainage system because no additional runoff would be generated. As with all domesticated animals, the proper management of feed and waste is required to prevent contaminated runoff that could affect storm water quality. The City's Municipal Code contains regulations prohibiting the accumulation of refuse, excrement, and manure and requiring that dead animals and excrement be stored in fly-tight containers. Enforcement of animal-related violations is actively managed by the City's animal control and code compliance programs. The impact on storm water drainage runoff and water quality is less than significant.
- g-j) **No Impact.** The types of accessory structures (e.g. fence enclosures) associated with keeping animals would be impermanent and non-habitable for humans. There would be no risk for significant loss to property or humans through exposure to flooding mudflows, tsunamis, or other hydrologic disasters. There is no impact.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
X. Land Use and Planning.				
Would the Project:				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the Project (including, but not limited to, the general plan, specific plan, local coastal program or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

- a) **No Impact.** The project would be limited to sites already developed with residences. The physical arrangement of the community (land use patterns and public-rights of way) would not be affected in any way that could disrupt or divide the physical arrangement of the community. There is no impact.
- b) **No Impact.** The City's General Plan contains a Health & Wellness element that envisions La Mesa as the healthiest and most livable city in the San Diego Region. Some studies have shown that pet ownership can have a positive impact on mood and health and can help fight stress. There is nothing in the General Plan, or in any adopted specific plan that could conflict with the proposed zoning ordinance amendment; therefore there is no impact.
- c) **No Impact.** The project would not conflict with applicable environmental plans, including the regional Multiple Species Conservation Program and the City of La Mesa Subarea Habitat Conservation Plan as described in section IV a)-f). With the exception of cats, domestic animals are prohibited from running at large. There is no impact.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XI. Mineral Resources.				
Would the Project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a-b) **No Impact.** There are no known mineral resources within residential areas of the City. No site improvements or ground disturbing activities are necessary for the keeping of animals. Animal enclosures are small and impermanent. There is no impact on mineral resources.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. Noise.				
<i>Would the Project result in:</i>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance or of applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the Project vicinity above levels existing without the Project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a Project located within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or a public use airport, would the Project expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a Project within the vicinity of a private airstrip, would the Project expose people residing or working in the Project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a) **Less than Significant Impact.** The City of La Mesa utilizes the State of California Land Use Compatibility Guidelines to identify land uses or activities that may require special treatment to minimize noise exposure. The Guidelines are the primary tool that allows the City to ensure integrated planning compatibility between land uses and indoor and outdoor noise. As stated in the General Plan Noise Element, the goal for maximum outdoor noise levels in residential areas is a Community Noise Equivalent Level (CNEL) of 60 Decibels (dB or dBA).

The City of La Mesa Animal Ordinance (LMMC Chapter 8) currently prohibits animal noises or the keeping of animals with raucous cries. Such animals are determined to be a public nuisance. In addition, the following acts are declared to be disturbing, excessive and offensive noises that constitute a nuisance and violate LMMC Chapter 8: owning, possessing or harboring an animal which by any frequent or long continued noise causes annoyance or discomfort to a person of normal sensitivity in the vicinity. Written affirmation by two persons having separate residences that an animal has caused frequent or long continued noise, or that has caused them annoyance or

discomfort, shall be prima facie evidence of a violation. Enforcement is administered on an ongoing basis by the City’s animal control and code compliance programs. In addition, LMMC Chapter 10 includes general noise regulations making it unlawful for anyone to willfully make or continue loud, unnecessary, or unusual noise which disturbs the peace and quiet of any neighborhood.

The zoning ordinance amendment would allow residents in commercial zones to keep ordinary household pets comparable to residents in residential zones, and would allow the keeping of an additional number of dogs, from two (current) to up to six (proposed). Lower density areas with more space between housing units would have a higher upper limit than higher density areas. In multi-family land uses, where typical density ranges from 18-40 households per acre, the proximity of sensitive receptors to noise from neighbors is closer than in areas with low housing density of two to four housing units per acre. Sound intensity diminishes over distance; for example, a sound of 70 dB diminishes to approximately 60 dB at a distance of 10 feet and to approximately 52 dB at a distance of 25 feet.

Exposure of persons to or generation of noise levels in excess of established standards would be less than significant due to existing regulations described above that prohibit excessive noise and because the project would apply a more restrictive limit on dogs in higher density areas (e.g. multi-family developments).

b) **No Impact.** The keeping of animals would not cause or increase exposure to groundborne vibrations.

c-d) **Less than Significant Impact.** Refer to response XII.a) above. Ambient noise is defined as “all-encompassing noise at a given place and time; usually a composite of sounds from all sources near and far, including any specific sources of interest.” For example, in the R1 zone, the daytime (7 am-7 pm) ambient noise level is 60 dB. Impacts associated with ambient noise levels are less than significant due to existing regulations prohibiting excessive animal noises and loud noise in general.

e-f) **No Impact.** The project affects residentially-zoned areas of the City. A portion of the northeast corner of the City is located within two miles of a public airport, Gillespie Field. Modifying the animal-keeping regulations would not introduce people to airport noise; therefore, there is no impact.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIII. Population and Housing.				
<i>Would the Project:</i>				
a) Induce substantial population growth in an area, either directly (e.g., by proposing new homes and businesses) or indirectly (e.g., through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a-c) **No Impact.** The proposed zoning ordinance amendment would not affect population and housing as it would not result in new development, extension of roads, or other infrastructure. No displacement would occur as no existing residential units would be lost. There is no impact.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XIV. Public Services.				
<i>Would the Project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the following public services:</i>				
a) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a-e) **No Impact.** The proposed zoning ordinance amendment would not induce population growth and therefore would not create new demand for public services or affect emergency response times. All residential areas of the City are served by existing public services, including fire and police protection. The La Mesa Fire Department/Heartland Fire & Rescue provides fire protection and emergency medical services to the City and operates out of three stations: Station No. 11 at 8034 Allison Avenue; Station No. 12 at 8844 Dallas Street; and Station No. 13 at 9110 Grossmont Boulevard. The La Mesa Police Department at 8085 University Avenue provides police protection services. The City currently has a dog park facility at Harry Griffen Park. No impact would occur.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XV. Recreation.				
a) Would the Project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the Project include recreational facilities, or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a-b) **No Impact.** The proposed zoning ordinance amendment pertains only to accessory uses on already developed sites. It will not result, either directly or indirectly, in new development and will not induce population growth. The City currently has a dog park facility at Harry Griffen Park. There would be no impact to parks and recreational facilities as a result of the project.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. Transportation/Traffic.				
<i>Would the Project:</i>				
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

a-f) **No Impact.** Increasing the number of ordinary household pets allowed to be kept at private residences would not generate any traffic trips. With the exception of cats, animals are not allowed to roam freely in such a way as could interfere with the circulation system. The use would not impede any component of the transportation system (including roadways, transit, air, or pedestrian facilities) or emergency access. The zoning ordinance amendment would have no impact on transportation and traffic.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVI. Utilities and Service Systems.				
<i>Would the Project:</i>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the Project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider that serves or may serve the Project that it has adequate capacity to serve the Project's Projected demand, in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the Project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g) Comply with federal, state and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Explanation:

- a-b) **No Impact.** The keeping of animals on private property and related accessory structures would not generate any wastewater discharge. There is no impact on wastewater treatment or capacity.
- c) **No Impact.** See discussion of Issue IX, *Water Quality and Hydrology*, above. The keeping of animals on private property in residential uses would not generate additional storm water discharge. The project would therefore not result in a need for new or expanded storm water drainage facilities.
- d) **No Impact.** The Helix Water District provides domestic water service to the City of La Mesa. No new development would occur as a result of the project and there would be no increase in water usage beyond household daily use. Therefore, there would be no impact.
- e) **No Impact.** Refer to response XVI.a-b), above.
- f) **Less Than Significant Impact.** Solid waste disposal and recycling services in the City of La Mesa are contracted through EDCO Disposal Corporation. Solid waste is transported to EDCO Station at 8184 Commercial Street, a 4.1-acre large volume transfer and processing facility with a permitted capacity of 1,000 tons of solid waste per day (CalRecycle 2011). Trash is processed at this station and hauled

to regional landfills. The project would generate an incremental increased demand for solid waste disposal due to daily animal waste and occasional disposal of dead animals, which would be accommodated at the station and receiving landfills. The volume of solid waste generated by residents keeping additional ordinary household pets would be less than significant.

- g) **No Impact.** Residents are required to comply with state and federal regulations related to residential disposal of solid waste. The project does not affect this requirement and there is no impact.

Environmental Issues	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
XVII. Mandatory Findings Of Significance.				
a) Does the Project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of rare or endangered plants or animals, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the Project have impacts that are individually limited, but cumulatively considerable? "Cumulatively considerable" means that the incremental effects of a Project are considerable when viewed in connection with the effects of past Projects, the effects of other current Projects, and the effects of probable future Projects.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Does the Project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Explanation:

- a) **No Impact.** Based on evaluation and discussions contained in this Initial Study, the project would not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history. Therefore, no impact would occur.
- b) **No Impact.** The project does not have the potential to incrementally contribute to cumulative impacts because the use proposed is limited to an accessory use associated with existing residences. As such, it is not growth inducing and would not contribute to population growth or traffic and would not result in new development. At the quantities proposed, the keeping of ordinary household pets as an accessory use would be no more intensive than current animal allowances. The project would be consistent with the General Plan and would be subject to animal nuisance regulations to ensure that noise, odors, and hazards are minimized. Therefore, no cumulatively considerable impact would occur.

- c) ***Less than Significant Impact.*** As discussed in this Initial Study, the proposed zoning ordinance amendment to allow ordinary household pets as an accessory use for all residential units citywide and to increase the number of dogs allowed as an accessory use would result in less than significant impacts associated with air quality, noise, geology hazardous materials, and water quality. As an accessory use, the keeping of dogs is already allowed in residential zones, and at the quantities proposed, would be no more intensive than current animal allowances. The project is not inconsistent with the City's General Plan and would be subject to existing animal nuisance regulations. These regulations ensure that noise, odors, erosion, and hazards are minimized. Therefore, the impact is less than significant.

Environmental Factors That Could Result in a Potentially Significant Impact

The environmental factors checked below would be potentially affected by this Project, involving a least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | |
|---|---|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Geology/Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology/Water Quality |
| <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation/Traffic | <input type="checkbox"/> Utilities/Services Systems | <input type="checkbox"/> Mandatory Findings of Significance |

Environmental Determination

On the basis of this initial evaluation:

- I find that the proposed Project could not have a significant effect on the environment, and a **Negative Declaration** will be prepared.
- I find that although the proposed Project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the Project have been made by or agreed to by the Project proponent. A **Mitigated Negative Declaration** will be prepared.
- I find that the proposed Project MAY have a significant effect on the environment, and an **Environmental Impact Report** is required.
- I find that the proposed Project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **Environmental Impact Report** is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed Project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier **EIR** or **Negative Declaration** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier **EIR** or **Negative Declaration**, including revisions or mitigation measures that are imposed upon the proposed Project, nothing further is required.

Signed ON FILE

Date

Allyson Kinnard, Associate Planner

Attachments:

Exhibit A: Regional Location Map

References:

California Air Pollution Control Officers Association (CAPCOA)

2008 CEQA and Climate Change. Available at: <http://www.capcoa.org/wp-content/uploads/downloads/2010/05/CAPCOA-White-Paper.pdf>. January 2008.

California Department of Resources Recycling and Recovery (CalRecycle)

2011 Facility/Site Summary Details: EDCO Station (37-AA-0922). Available at: <http://www.calrecycle.ca.gov/swfacilities/directory/37-aa-0922/detail/>. October 4.

City of La Mesa (City)

2005 La Mesa Municipal Code. As amended.
2012 2012 General Plan.
1988 Subarea Habitat Conservation Plan/Natural Community Conservation Plan.

Institute of Traffic Engineers (ITE)

2012 Trip Generation Manual, 9th Edition

San Diego Association of Governments (SANDAG)

2013 Demographic & Socio Economics Estimates, La Mesa. Available at: <http://profilewarehouse.sandag.org/profiles/est/city9est.pdf>. February 26.

San Diego County Airport Land Use Commission (ALUC)

2010a Gillespie Field Airport Land Use Compatibility Plan. As amended December 20.
2010b Montgomery Field Airport Land Use Compatibility Plan. As amended December 20.

Local Domestic Fowl Regulations

City	Maximum Allowed	Minimum lot area – per zone (sf)	Other Restrictions
Carlsbad	25	7,500	Enclosure must be 40 feet away from neighboring residences.
Chula Vista	12	7,000	Chickens limited to 6, for a total of 12 domestic fowl (chickens/turkeys/ducks/geese). On single-family lots. An enclosure is required. Must be located 50 feet from any residence and 5 feet from side/rear property lines.
Del Mar	unregulated	unregulated	In all residential zones. Other domestic animals approved provided coops, pens, stable, barn are located 75-feet from any habitable building and not less than 40-feet from property line. Enforcement pursuant to Nuisance provisions.
El Cajon	10		In all single-family zones. An enclosure is required. Must be located behind the residence and three feet from side and rear property lines. 100 sf of unpaved rear yard area required for each bird.
Encinitas	10	3,950	In all single-family zones. Coops must be 35 feet from neighboring residences and must observe front and side setbacks.
	25	21,500	
Escondido	25	20,000	Enclosure required.
Lemon Grove	1 per 1,000 sf lot area up to 25	6,000	In single-family zones. Enclosures required. Enclosures must be located 40 feet from neighboring residences, unless the enclosure houses 3 or fewer animals, then the enclosure must be 20 feet from neighboring residence.
National City	16	20,000	In single-family zones. Hen chickens limited to 4, for a total of 16 domestic fowl (chickens/turkeys/ducks/geese). Enclosures must be 25 feet from any residence.
Oceanside	6		In residential areas. Must be 35 feet from neighboring residences.
Poway	6	6,000-20,000	Enclosure required. Coop must be at least 35 feet from neighboring residences and must observe setbacks. Front setback exceptions for lots larger than 20,000 sq.ft.
	9	20,001-30,000	
	12	30,001 – 35,000	
	15	35,001 to 1 acre	
San Diego	5	-	In single-family zones. Coop must be located outside of all required setbacks.
	15	-	In single-family zones. Coop must be located 15 feet from all property lines and outside all required setbacks, whichever is greater
	25	-	In single-family zones. Chickens must be located at least 50 feet from any building used as a residence.
Santee	1 per 2,000 sf lot area		In single-family residential zones. Enclosures required. Coops and enclosures must be located in the rear yard, subject to minimum distance setbacks from property lines and twenty feet from the rear and side lot lines in R1 zone.
Solana Beach	1 per 2,000 sf lot area up to 25	20,000	In certain residential areas. Enclosures required. Enclosures must be located 35 feet from neighboring houses.

Table 1 - Animals and Agricultural Uses in Residential Zones

Animals and Agricultural Uses	Zone Designation and Minimum Lot Area							
	R1E	R1R	R1S	R1	R1A	R2	R3	RB
	21,800 sf	15,000 sf	10,000 sf	6,000 sf	6,000 sf	6,000 sf	14,000 sf	14,000 sf
Dogs	2	2	2	2	2	2	2	2
Cats	2 or 10*	2 or 10*	2 or 10*	2 or 10*	2 or 10*	2 or 10*	2 or 10*	2 or 10*
Potbellied Pigs	2	2	2	2	2	2	2	2
Ordinary Household Pets ¹	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Bees	Yes	Yes	No	No	No	No	No	No
Fowl ²	20	20	No	No	No	No	No	No
Horse	1 **	1 **	No	No	No	No	No	No
Goat	1 **	1 **	No	No	No	No	No	No
Sheep	1 **	1 **	No	No	No	No	No	No
Racing or Homing Pigeons	100 in aviary	100 in aviary	100 in aviary	100 in aviary	100 in aviary	No	No	No
Agriculture other than the raising of animals or fowl.	Yes	Yes	Yes	Yes	No	No	No	No
Gardening and Horticulture	Yes	Yes	Yes	Yes	Yes	No	No	No

* The number of adult cats may be increased, to a maximum of ten, if those cats exceeding the first two are spayed or neutered.

** Allowed on lots over one-half acre (21,780 sq. ft.) in size.

¹ "Ordinary household pet" means those animals which are customarily kept for personal use or enjoyment on a residential property (and which could normally be, although not required to be, contained within a residential structure). Household pets shall include, but not be limited to, domesticated dogs, cats, small mammals, birds, fish, reptiles, and rodents. Not included in this definition are wild animals, domestic poultry or livestock, or those animals whose ownership is prohibited by either the state of California, the United States government, or other portions of the La Mesa Municipal Code.

² "Fowl" is undefined in the Zoning Ordinance. On lots over 15,000 sq. ft. in size, up to twenty domestic fowl may be kept in the R1R and R1E zones only.

RESOLUTION NO. PC-2015-20

RESOLUTION RECOMMENDING APPROVAL OF ZONING ORDINANCE AMENDMENT ZOA-15-01 (CITY OF LA MESA) – AN AMENDMENT TO TITLE 24 OF THE LA MESA MUNICIPAL CODE REGARDING THE KEEPING OF ORDINARY HOUSEHOLD PETS AS AN ACCESSORY USE TO RESIDENTIAL USES

WHEREAS, Title 24 of the La Mesa Municipal Code (Zoning Ordinance) currently provides for the keeping of ordinary household pets, including dogs, in residential zones;

WHEREAS, on May 26, 2015 the City of La Mesa City Council directed staff to initiate a Zoning Ordinance Amendment to evaluate the City's regulations pertaining to dogs;

WHEREAS, the proposed Zoning Ordinance Amendment (ZOA) would not conflict with the La Mesa General Plan;

WHEREAS, the Planning Commission of the City of La Mesa did hold duly noticed public meeting on November 4, 2014 to consider regulatory options, and public testimony regarding ZOA 15-01;

WHEREAS, the Planning Commission of the City of La Mesa did hold duly noticed public hearing on December 16, 2015 to further consider the Zoning Ordinance Amendment, and public testimony regarding ZOA 15-01;

WHEREAS, the Planning Commission did receive and consider staff reports for the Zoning Ordinance Amendment;

WHEREAS, a Negative Declaration for the project was published for public review (Notice of Intent to Adopt a Negative Declaration) from November 19, 2015 – December 9, 2015;

WHEREAS, the Negative Declaration project description was revised and presented to the Planning Commission; and

WHEREAS, the Planning Commission did consider an Initial Study and a revised Negative Declaration for the project prepared in accordance with the California Environmental Quality Act.

THE PLANNING COMMISSION FINDS AND DETERMINES AS FOLLOWS:

1. That the proposed Zoning Ordinance Amendment is consistent with the goals and objectives of the City of La Mesa General Plan; and
2. That the project could not have a significant effect on the environment.

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

1. The forgoing findings for fact and determinations are true and hereby made a part hereof.
2. The Planning Commission recommends that the City Council adopt the Negative Declaration for Zoning Ordinance Amendment 15-01.

3. The Planning Commission recommends that the City Council adopt Zoning Ordinance Amendment 15-01 as shown below:

24.05.020.D - Permitted structures and uses. Accessory uses and structures are those which are subordinate, clearly incidental and customarily appropriate to the operation of the principal use and are permitted in all residential zones. Those permitted accessory uses and structures shall be limited to:

1. Accessory structures including: garages, carports for vehicles, and swimming pools; those structures used in landscaping and beautification of the building site including storage sheds, arbors, trellises, fences and flagpoles; and
 - a. Temporary fabric shade structures assembled with non-permanent fasteners and without a foundation that comply with the following standards:
 - (1) Only one permitted on a lot developed with a single-family residence.
 - (2) The structure shall be no larger than four hundred square feet in size.
 - (3) The structure shall not block or cover a required vehicle access easement, driveway, garage, carport, or required off-street parking.
 - (4) The structure must comply with the height limit for detached accessory structures.
 - (5) The structure must comply with all applicable building and fire safety requirements, and development standards as approved by the city. The property owner shall certify that they are abiding by the requirements and development standards.
 - (6) The structure shall be maintained on the property for a maximum period of ninety consecutive days in a twelve-month period.
 - (7) The structure may not encroach in any required setback. Exception: The structure may be located within a setback and anywhere else on the lot for special events not to exceed a total of forty-eight hours within any seven day time period. No other setback exceptions shall apply.
 - (8) The structure may not be located in a front yard area as defined by Section 24.01.100. EXCEPTION: The development standards set forth above shall apply except as modified by approval of a special permit by the planning commission for the following: 1) exceeding the maximum ninety-day time period; 2) encroaching in setbacks or front yard areas; or 3) exceeding the size and height limitations.
 - b. Conventional (open-grid or open-wire) television/radio receiving antennas, and satellite dish antennas which comply with the following standards:
 - (1) Maximum dish diameter shall not exceed twelve feet.
 - (2) Maximum overall height of fifteen feet from base to top of the antenna and all ancillary equipment in an operative position.
 - (3) Dish antennas must be ground mounted.
 - (4) Dish antennas must not be located between a building and an exterior property line abutting a public right-of-way (i.e., not located in front yards). This shall not preclude locating dish antennas in side yards of corner lots, rear yards of through lots, or other locations generally not visible from an adjacent street.
 - (5) Dish antennas shall not be located within a required setback area from primary structures within the underlying zone district.
 - (6) The area within which the antenna is located must be enclosed by a solid fence or wall of five to six feet in height (an existing perimeter backyard fence can be used to meet this requirement).
 - (7) A maximum of one satellite dish antenna per residential lot.

- (8) Landscaping shall be installed in close proximity to the satellite dish antenna to screen the non-receiving side of an antenna which will be clearly visible from an adjacent property. Landscaping materials installed to meet this requirement shall be of a size, type, quality, and located to reasonably screen the antenna within a three-year time period from the date of installation.
- (9) All dish antennas over three feet in diameter shall obtain a building permit as required by the building division.
- (10) Satellite dish antennas three feet in diameter or less shall be exempt from the screening requirements and may be located on a roof provided they are not greater than five feet above the height of the roof on which they are mounted.
- (11) All proposed dish antennas which do not comply with the above standards shall require a conditional use permit as provided in Section 24.05.020(D)(8)(d).
2. In zones R2, R3 and RB zones, for the sole use and pleasure of the family occupying the premises, animals may be kept as follows, subject in addition to all applicable limitations and regulations of Title 8.
- a. ~~Two adult dogs per dwelling unit~~ multi-family dwelling unit and up to three adult dogs for a single family dwelling unit.
 - b. Two adult cats per dwelling unit. The number of adult cats may be increased, to a maximum of ten, if those cats exceeding the first two are spayed or neutered.
 - c. Two adult potbellied pigs per dwelling unit.
 - d. Ordinary household pets (no limits except for those listed above).
 - e. There shall be no boarding or keeping of animals for others.
3. In zones R1E, R1R, R1S, R1, and R1A, for the sole use and pleasure of the family occupying the premises, animals may be kept as follows, subject in addition to all applicable limitations and regulations of Title 8.
- a. ~~Two adult dogs per dwelling unit~~ multi-family dwelling unit and up to three adult dogs for a single family dwelling unit.
 - b. Two adult cats per dwelling unit. The number of adult cats may be increased, to a maximum of ten, if those cats exceeding the first two are spayed or neutered.
 - c. Two adult potbellied pigs per dwelling unit.
 - d. Ordinary household pets (no limits except for those listed above).
 - e. A minimum of two chickens, excluding roosters, per two thousand square feet of lot area, up to a maximum of twenty. Enclosures shall be covered and comply with all setback requirements and located no less than twenty-five feet from any neighboring dwelling unit. Feed shall be stored in a secured sealed container. For purposes of this section, "enclosure" shall mean any covered structure in which chickens are kept. The area of a lot shall be computed pursuant to Section 24.01.100 of this code.
 - f. In the R1R and R1E zones only, the following additional animals may be kept:
 - (1) Bees may be kept in conformance with the regulations of San Diego County Department of Agriculture.
 - (2) On lots over one-half acre in size, one horse, goat, or sheep.
 - g. There shall be no boarding or keeping of animals for others.
4. The Planning Commission also recommends extending these provisions to the permitted residential uses within the commercial zones by including "Ordinary Household Pets" as a permitted accessory use for permitted residential uses in the commercial zone provisions of the Municipal Code. By adding ordinary household pets as a provision to

these four commercial zones in the Code; dogs, cats and other household animals would be permitted accessory uses to the residential land uses within the commercial zones, in the same manner and standards as in the residential zone. That is, two dogs in a multiple family dwelling unit and up to three adult dogs for a single family dwelling unit.

This new provision would be codified in Section 24.06.020.E of the Municipal Code and limitations would be consistent with the residential zones.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of La Mesa, California, held the 20th day of January, 2016, by the following vote, to wit:

AYES: Chairman Alvey, Commissioners Hawkins, Hurd, Glenn, Levy, Newland and Keene
NOES: None
ABSENT: Vice Chair Hottel
ABSTAIN: None

I, Chris Jacobs, 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-2015-20, duly passed and adopted by the Planning Commission.


Chris Jacobs, Deputy Secretary
La Mesa Planning Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 24.05 AND 24.06 OF THE LA MESA MUNICIPAL CODE RELATED TO THE KEEPING OF HOUSEHOLD PETS ON PROPERTIES WITH RESIDENTIAL USES IN COMMERCIAL AND RESIDENTIAL ZONES

WHEREAS, Chapter 24.05 of the La Mesa Municipal Code (LMCC) prohibits the keeping of more than two adult dogs per dwelling unit in all residential zones;

WHEREAS, on May 26, 2015 the City Council directed staff to initiate a zoning ordinance amendment to increase the number of dogs allowed to be kept and forward the issue to the Planning Commission for review and recommendation;

WHEREAS, the Planning Commission held duly noticed public hearings, considered staff reports, and accepted public testimony in considering Zoning Ordinance Amendment ZOA 15-01 related to the keeping of dogs in residential zones on November 4, 2015 and on December 16, 2015, considered the keeping of Ordinary Household Pets on properties containing single-family dwellings in commercial and residential zones;

WHEREAS, the Planning Commission adopted Resolution 2015-20 recommending that the City Council adopt the Negative Declaration prepared in accordance with CEQA and approve changes to Chapter 24.05 and 24.06 of the LMMC to authorize the keeping of Ordinary Household Pets on properties containing residential units in commercial zones and increasing the number of allowable dogs on properties containing single family dwellings in both residential and commercial zones;

WHEREAS, the City Council did consider the Initial Study and Draft Negative Declaration prepared in accordance with CEQA;

WHEREAS, the City Council held a duly noticed public hearing on January 26, 2016, considered a staff report and accepted public testimony in considering a Negative Declaration and the proposed Zoning Ordinance ZOA-15-01 authorizing the keeping of dogs in residential zones subject to certain conditions; and

WHEREAS, the proposed Zoning Ordinance Amendment ZOA-15-01 has been reviewed for consistency with the General Plan and the City Council has determined that it is consistent with the same.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA MESA DOES ORDAIN AS FOLLOWS:

SECTION 1. That the Negative Declaration prepared pursuant to CEQA for Zoning Ordinance Amendment ZOA 15-01 is approved.

SECTION 2. Section 24.05 of the La Mesa Municipal Code is hereby amended to read as follows:

24.05.020.D - Permitted structures and uses.

2. In zones R2, R3 and RB zones, for the sole use and pleasure of the family occupying the premises, animals may be kept as follows, subject in addition to all applicable limitations and regulations of Title 8.
 - a. Two adult dogs per ~~dwelling unit~~ multi-family dwelling unit and up to three adult dogs for a single family dwelling unit.
 - b. Two adult cats per dwelling unit. The number of adult cats may be increased, to a maximum of ten, if those cats exceeding the first two are spayed or neutered.
 - c. Two adult potbellied pigs per dwelling unit.
 - d. Ordinary household pets (no limits except for those listed above).
 - e. There shall be no boarding or keeping of animals for others.

3. In zones R1E, R1R, R1S, R1, and R1A, for the sole use and pleasure of the family occupying the premises, animals may be kept as follows, subject in addition to all applicable limitations and regulations of Title 8.
 - a. Two adult dogs per ~~dwelling unit~~ multi-family dwelling unit and up to three adult dogs for a single family dwelling unit.
 - b. Two adult cats per dwelling unit. The number of adult cats may be increased, to a maximum of ten, if those cats exceeding the first two are spayed or neutered.
 - c. Two adult potbellied pigs per dwelling unit.
 - d. Ordinary household pets (no limits except for those listed above).
 - e. A minimum of two chickens, excluding roosters, per two thousand square feet of lot area, up to a maximum of twenty. Enclosures shall be covered and comply with all setback requirements and located no less than twenty-five feet from any neighboring dwelling unit. Feed shall be stored in a secured sealed container. For purposes of this section, "enclosure" shall mean any covered structure in which chickens are kept. The area of a lot shall be computed pursuant to Section 24.01.100 of this code.
 - f. In the R1R and R1E zones only, the following additional animals may be kept:
 - (1) Bees may be kept in conformance with the regulations of San Diego County Department of Agriculture.
 - (2) On lots over one-half acre in size, one horse, goat, or sheep.
 - g. There shall be no boarding or keeping of animals for others.

SECTION 3. Section 24.06 of the La Mesa Municipal Code is hereby amended to read as follows:

24.06.020. E - Permitted structures and uses. Accessory uses and structures are those which are subordinate, clearly incidental and customarily appropriate to the operation of a commercial use. All such uses and structures are permitted in all commercial zones with the following exceptions:

1. Satellite dish or similar communication antennas shall be screened from view from adjoining public streets, residentially zoned property, and on-site parking lots. Screening shall be in a manner architecturally compatible with the building and site improvements and may include the use of architectural elements of the building, solid walls or fencing, or landscaping as approved by the planning division. One satellite dish or similar communication antenna per business, no larger than three feet in width or diameter, shall be exempt from this screening requirement, subject to the conditions that (a) roof-mounted antennas shall not

exceed a height of five feet above the roof on which they are mounted, and (b) ground-mounted antennas do not exceed fifteen feet in height.

- 2. Carts or kiosks are permitted upon approval of a design review application when found to be consistent with the standards adopted by city council resolution. Carts and kiosks are permitted only in the CD zone, or within the CN, C or CM zones when located within a shopping center, transit center or institutional use.
- 3. Ordinary Household Pets (Section 24.01.100) are permitted in commercial zones for permitted residential uses. Two adult dogs per multi-family dwelling unit and up to three adult dogs for a single-family dwelling unit.

SECTION 4. This Ordinance shall be effective 30 days after its adoption and the City Clerk shall certify to the adoption of this Ordinance and cause the same to be published at least once in the *East County Californian* within 15 days of its adoption.

INTRODUCED AND READ at a Regular meeting of the City Council of the City of La Mesa, California, held the ____ day of _____ 2016, and thereafter PASSED AND ADOPTED at a Regular meeting of said City Council held the ____ day of _____ 2016, by the following vote, to wit:

AYES:
NOES:
ABSENT:

APPROVED:

MARK ARAPOSTATHIS, Mayor

ATTEST:

MARY J. KENNEDY, CMC, City Clerk

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 correct copy of Ordinance No. 2016-, duly passed and adopted by the City Council of said City on the date and by the vote therein recited and that the same has been duly published according to law.

MARY J. KENNEDY, CMC, City Clerk

(SEAL OF CITY)