



City of Lemon Grove  
City Council Regular Meeting Agenda  
Tuesday, August 1, 2017, 6:00 p.m.  
Lemon Grove Community Center  
3146 School Lane, Lemon Grove, CA

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

Call to Order

Pledge of Allegiance

Changes to the Agenda

Presentation

Fire OPS 101

Public Comment

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

1. Consent Calendar

*(Note: The items listed on the Consent Calendar will be enacted in one motion unless removed from the Consent Calendar by Council, staff, or the public.)*

A. City of Lemon Grove Payment Demands

Reference: Auggie Matt, Finance Manager  
Recommendation: Ratify Demands

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

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

C. Resolution of the City Council of the City of Lemon Grove, California Adjusting the Campaign Contribution Limits for City Council Candidates Pursuant to Lemon Grove Municipal Code Section 9.08.030(E) From \$1050 to \$1090

*The City Council will consider a resolution that approves the adjustment campaign contributions that must occur every two years pursuant to Lemon Grove Municipal. The Consumer Price Index for the San Diego Region gained approximately 3.6% in 2015-2016.*

Reference: James Lough, City Attorney  
Recommendation: Adopt Resolution

D. Approving a Professional Services Agreement with Dexter Wilson Engineering, Inc. for Wastewater Consulting Services

*The Sanitation District Board will consider a resolution approving a professional services agreement with Dexter Wilson Engineering, Incorporated in an amount not to exceed \$100,840.*

Reference: Mike James, Assistant City Manager/Public Works Director  
Recommendation: Adopt Resolution

- E. Agreement Between Liebert Cassidy Whitmore and the City of Lemon Grove for Employment Relations, Training and Support

*The City Council will consider a resolution that approves the agreement with Liebert Cassidy Whitmore for employment relations training, support, and special services.*

Reference: Corinne Russell, Human Resources Manager  
Recommendation: Adopt Resolution

2. City of Lemon Grove 40<sup>th</sup> Anniversary Celebration Plans

*The City Council will receive a presentation and begin the City's 40<sup>th</sup> anniversary celebration.*

Reference: Miranda Evans, Management Analyst  
Recommendation: Receive Presentation

3. Public Hearing to Consider the Master Fee Schedule for Fiscal Year 2017-2018

*The City Council will conduct a public hearing and consider a resolution that approves changes to fees associated with building, engineering, planning, sanitation service charges, fire inspection, and general administrative fees.*

Reference: Auggie Matt, Finance Manager  
Recommendation: Conduct Public Hearing and Adopt Resolution

4. National Pollutant Discharge Elimination System (NPDES) Stormwater Program Order No. R9-2017-0077 Trash Amendments

*The City Council will consider a resolution approving the selection of Track 1 full trash capture system to comply with the State of California Trash Amendments.*

Reference: Malik Tamimi, Management Analyst  
Recommendation: Adopt Resolution

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

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

Department Director Reports (Non-Action Items)

Closed Session

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

Conference with Legal Counsel – Existing Litigation  
San Diego County Office of Education, et al. v. The County of San Diego, et al., San Diego Superior Court, Case Number 37-0017-00019775-CU-WM-CTL

Adjournment

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1 B  
**Dept.** City Attorney

**Item Title:** Waive Full Text Reading of All Ordinances on the Agenda

**Staff Contact:** James P. Lough, City Attorney

**Recommendation:**

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

**Fiscal Impact:**

None.

**Environmental Review:**

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

**Public Information:**

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

**Attachments:**

None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Auggie Matt, Finance Manager

For Council Meeting: 08/01/17

ACH/AP Checks 07/06/17-07/20/17

1,832,055.74

Payroll - 07/18/17

151,233.30

**Total Demands**

**1,983,289.04**

Check No	Vendor No	Vendor Name	Check Date	Vendor Name	Check Amount	
CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	May 17	San Diego County Sheriff's Department	07/06/2017	Law Enforcement Services - May'17	434,294.16	434,294.16
ACH	Jul 2017	Pers Health	07/06/2017	Pers Health Insurance - Jul 17	52,175.28	52,175.28
ACH	972556	Aflac	07/06/2017	AFLAC Insurance 07/03/17	1,192.80	1,192.80
ACH	Jun17	Colonial Life	07/06/2017	Colonial Optional Insurance - Jun17	714.78	714.78
ACH	Jul4 17	Employment Development Department	07/06/2017	State Taxes 7/4/17	9,718.13	9,718.13
ACH	Jul4 17	US Treasury	07/11/2017	Federal Taxes 7/4/17	35,394.68	35,394.68
ACH	Jun17	Wells Fargo Bank	07/11/2017	Bank Service Charge - Jun'17	616.94	616.94
ACH	4154920380	SDG&E	07/11/2017	Electric Usage:St Light - 5/31/17-6/30/17	1,860.22	1,860.22
ACH	3568860625	SDG&E	07/11/2017	Electric Usage:St Light - 5/31/17-6/30/17	1,272.90	1,272.90
ACH	Stmnt 6/28/17	Home Depot Credit Services	07/13/2017	Home Depot Purchases - Jun'17	1,010.80	1,010.80
ACH	Refill 7/12/17	Pitney Bowes Global Financial Services	07/13/2017	Postage Usage 7/12/17	250.00	250.00
ACH	Refill 7/18/17	Pitney Bowes Global Financial Services	07/19/2017	Postage Usage 7/18/17	250.00	250.00
ACH	Jul20 17 Jul6 17	Southern CA Firefighters Benefit Trust	07/20/2017	LG Firefighters Benefit Trust 7/20/17 LG Firefighters Benefit Trust 7/6/17	876.85 876.85	1,753.70
ACH	Jun17	San Diego County Sheriff's Department	07/20/2017	Law Enforcement Services - Jun'17	432,403.49	432,403.49
ACH	Jul18 17	Employment Development Department	07/20/2017	State Taxes 7/18/17	9,347.81	9,347.81
7943	C3532	A-Pot Rentals, Inc.	07/12/2017	Portable Restroom Rental 6/9/17-7/8/17	132.10	132.10
7944	5744 5745	Aguirre & Associates	07/12/2017	2065 69th Street - Map Review - Jun '17 Celsius I - Cert of Correction - Jun '17	345.00 287.50	632.50
7945	2017-53 2017-71CCO	American Asphalt South, Inc.	07/12/2017	FY2016-17 Street Rehab Project/Contract # 2017-17 thru 4/30/17 FY2016-17 Street Rehab Project/Contract # 2017-17 thru 5/31/17	235,825.55 34,025.77	269,851.32
7946	L1072895RG	American Messaging	07/12/2017	Pager Replacement Program- 7/1/17-7/31/17	81.39	81.39
7947	FY18	ASCAP	07/12/2017	Annual Music License Fee - 7/1/17-6/30/18 FY18	343.50	343.50
7948	AS-SDSU	Associated Students of SDSU	07/12/2017	LG Youth Day Camp Bowling Passes - Wk 7	1,032.50	1,032.50
7949	6/22/2017 6/21/2017	AT&T	07/12/2017	Backup City Hall Internet- 5/23/17-6/22/17 Fire Backup Phone Line- 5/22/17-6/21/17	84.00 37.53	121.53
7950	816271	AVI Systems, Inc.	07/12/2017	Council Chamber Audio System- 7/17-6/18	1,070.40	1,070.40
7951	Aztec 7/10	Aztec Recreation	07/12/2017	LG Youth Day Camp Swimming Fieldtrip Passes	739.00	739.00
7952	Ballard	Ballard, Kim	07/12/2017	Refund/Ballard, Kim/Deposit - LeeHouse 6/24/17	200.00	200.00
7953	4598835	Bearcom	07/12/2017	Portable Radios Monthly Contract 6/22/17-7/21/17	150.00	150.00
7954	787343-9	BJ's Rentals	07/12/2017	Propane	10.94	10.94

7955	7/14/17	Burke, Patrick J	07/12/2017	Pre-Movie in the Park/Solo Steel Drum Performance 7/14/17	125 00	125 00
7956	Cali7/14	Cali Venture Party Rentals	07/12/2017	Pre-Movie in the Park/Laser Tag - 7/14/17	400 00	400 00
7957	Apr-Jun17	CA Building Standards Commission	07/12/2017	BSA Fees: Apr-Jun'17	88 20	88 20
7958	694360986 694360987	Cintas Corporation #694	07/12/2017	Janitorial Supplies - 6/29/17 Janitorial Supplies - 6/29/17	229 64 1,486 63	1,716 27
7959	235-8	Circulate San Diego	07/12/2017	Caltrans SSARP Project- 6/1/17-6/30/17	1,800 00	1,800 00
7960	HCA014229	City of El Cajon	07/12/2017	HCFA Assessments - QTR 1 FY17/18	91,164 00	91,164 00
7961	19278 19283	City of La Mesa	07/12/2017	Overtime Reimbursement - Doig 6/10/17 & 6/12/17 Household Hazardous Waste Event- 6/10/17	2,217 98 721 50	2,939.48
7962	51617	CityMark	07/12/2017	Refund/CityMark/CD1-700-0009/Diversion Deposit 5/16/17	1,120 00	1,120 00
7963	Conklin	Conklin, Stacy	07/12/2017	Refund/Conklin, Stacy/Deposit - CommCtr-6/24/17	300.00	300 00
7964	LC17-69	County of SD - Auditor & Controller	07/12/2017	LAFCO Cost Apportionment - FY'18	5,666.52	5,666 52
7965	7/1/17 Fire 7/1/2017 7/29/2017 7/29/2017	Cox Communications	07/12/2017	Main Phone/Fire- 7/1/17-7/31/17 Phone/City Hall- 7/1/17-7/31/17 Internet/Community Ctr- 6/30/17-7/29/17 Peg Circuit Svc - 6/30/17-7/29/17	474 32 972 71 75 00 2,888 46	4,410 49
7966	07/12/17	CPRS District 12	07/12/2017	Day Camp Admission Fees - Go Play Get Fit Event 7/12/17	1,250 00	1,250.00
7967	Cruz	Cruz, Maria & Jorge	07/12/2017	Refund/Cruz, Maria & Jorge/Deposit - LBH-6/24/17	200 00	200.00
7968	3683 3686	D- Max Engineering Inc.	07/12/2017	2065 69th Street SWQMP Review #2- 7/3/17 8230 Golden Ave SWQMP Review #1- 7/7-10/17	240 00 450 00	690.00
7969	Apr-Jun 17	Department of Conservation	07/12/2017	Qtrly SMIP Fees - Apr-Jun'17	160.72	160.72
7970	Apr-Jun 17	Division of the State Architect	07/12/2017	State CASP Fee- 4/1/17-6/30/17	31 80	31.80
7971	0630172305	Domestic Linen- California Inc.	07/12/2017	Shop Towels & Safety Mats 6/30/17	102 20	102.20
7972	7/3-6/17	Esgil Corporation	07/12/2017	75% Building Fees- 7/3/17-7/6/17	2,448 60	2,448 60
7973	25392	Excell Security, Inc	07/12/2017	Senior Center Security Guard - 6/24/17	79 84	79 84
7974	8/10/17	Frank S Cicero	07/12/2017	Concerts in the Park - West of 5 - 8/10/17	600 00	600 00
7975	Hanson	Hanson, Nicole	07/12/2017	Refund/Hanson, Nicole/YMCA CRS Overpayment	98 00	98.00
7976	7/27/17	Houck, Jeff	07/12/2017	Concerts in the Park - Three Chord Justice 7/27/17	600.00	600 00
7977	33441 33442	Hunter's Nursery Inc	07/12/2017	Platanus Plants- LGA Median Improvements Platanus Plant- LGA Median Improvements	183 17 91.58	274 75
7978	8/17/17	Lee, Richard	07/12/2017	Concerts in the Park - Bayou Brothers 8/17/17	550 00	550 00
7979	201719 201719	Lemon Grove Car Wash, Inc	07/12/2017	Veh Detail - LGPW#31 - Ford Escape 6/1/17 Deluxe Car Wash - LGPW#31 - Ford Escape 6/23/17	39.99 16 00	55.99
7980	INV106506	LN Curtis & Sons	07/12/2017	Full Body Harnesses - 3 Med & 3 Large	2,423 23	2,423 23
7981	8/3/17	Magee, Bill	07/12/2017	Concerts in the Park - Bill Magee Blues Band 8/3/17	600 00	600.00
7982	4289699	Mallory Safety and Supply, LLC	07/12/2017	Nitrile Gloves/Drivers Gloves	203 00	203 00
7983	217062803	MH2 Communications Ent	07/12/2017	Tech Service Repairs - Microphone Cord Replacement	128 37	128 37
7984	IN1132524 IN1142548	Municipal Emergency Services Inc	07/12/2017	Head Set Microphones Repairs SCBA Fit Test - Govea/Lavigne	107 75 50 00	157.75
7985	65612	NV5, Inc	07/12/2017	LGA Realignment- Construction Support Svcs thru 4/30/17	12,593 37	12,593.37
7986	Odanga	Odanga, Jessica	07/12/2017	Refund/Odanga, Jessica/Day Camp - Odanga/Eliana - 5/30/17	35 00	35 00
7987	7/20/17	Pena, Carlos X	07/12/2017	Concerts in the Park - The Jazz Pigs 7/20/17	600.00	600 00
7988	Pepper	Pepper, Nikki	07/12/2017	Refund/Pepper, Nikki/Deposit - LBH- 6/17/17	200.00	200 00
7989	PD-35313	Plumbers Depot Inc	07/12/2017	LGPW#26 Repair CPR/Replace Main Drive Axle - Sewer Camera	1,970 52	1,970 52
7990	9150	Pro-Tech Industries	07/12/2017	Clear RTV Silicone	364 29	364.29

7991	0055377 17546(B)13 17546(B)13	Rick Engineering Company	07/12/2017	Prof Svc:IGA Realignmt & 20A UG District Projs 4/29/17-5/26/17 Prof Svc: City Engr/Connect Main St/Phase I- 4/29/17-5/26/17 Prof Svc: Sanitation District Services 4/29/17-5/26/17	9,696.32 17,422.12 470.00	27,588.44
7992	9,325,798 9,327,685 9,327,686 9,327,688 9,327,694 9,327,699	San Diego State Univ/Univ Cashiers Ofc	07/12/2017	U/C Abatement/Homeless Outreach Proj 10/12/16-6/30/17 U/C Abatement/Image Dev Proj 10/12/16-6/30/17 U/C Abatement/Infrastructure Maint 10/12/16-6/30/17 U/C Abatement/Pk & Rec Proj 10/12/16-6/30/17 U/C Abatement/Place Making 10/12/16-6/30/17 U/C Abatement/Public Art Proj 10/12/16-6/30/17	25,000.00 25,000.00 25,000.00 25,000.00 25,000.00 25,000.00	150,000.00
7993	8907	Spring Valley Lawn Mower Shop	07/12/2017	Trimmer Line	15.07	15.07
7994	878226	Superior Ready Mix Concrete LP	07/12/2017	Broadway & West- St Repair- Supply 3/8 Fine Hot Mix Asphalt	3,190.86	3,190.86
7995	062717-02	Tallal, Inc	07/12/2017	Creative Design Svcs/Movies Under the Stars/Flyer Rev- 6/27/17	50.00	50.00
7996	620170379	Underground Service Alert	07/12/2017	61 New Ticket Charges - Jun '17	91.50	91.50
7997	STMT 6/22/17	US Bank Corporate Payment Systems	07/12/2017	CFED Conference/Lodging/Palm Springs 5/21/17- Hayward CFED Conference/Lodging/Palm Springs 5/21/17- Burkett Fire Engineer Testing 5/22/17-5/25/17 Fire Station Supplies/Batteries Parking/SD Mtg/Claim - James 6/19/17 0536 Master Locks Anti Graffiti Coating & Protectant Daycamp Supplies/Whistles/Paddles/Pool Cues Ipod Nano/Stereo Receiver/Tuner/2 Yr PSC - Promenade Tool Bags Fire Station Supplies/Absorbent for Engines iStock Credits SD APA Walking Tour - DeVries 5/29/17 Laptop Receiver/Projector Adapter Fire Supplies 2004 Ford Expedtn/Service Engine Fire Station/Washer CPRS Membership-4/1/17-3/31/18 - James MMASC Membership- Evans MMASC/Registration/Summer Session 7/20/17 Evans CA Resource Recovery Asso. Conference 5/30/17 - Tamimi	780.48 746.46 608.20 41.81 30.00 73.46 292.02 107.04 307.68 34.38 42.63 12.00 10.00 53.84 45.04 374.42 577.93 170.00 85.00 95.00 900.00	5,387.39
7998	4673396	US Bank- Corporate Trust Services	07/12/2017	Admin Fees-2007 Bonds: 6/1/17-5/31/18	2,420.00	2,420.00
7999	9787833206	Verizon Wireless	07/12/2017	EOC Router/Emer Phone Lines/Tablets- 5/21/17-6/20/17	372.46	372.46
8000	71506366 71511608	Vulcan Materials Company	07/12/2017	Asphalt Asphalt/SS1H 4.5 Gallon Bucket	2,377.84 129.16	2,507.00
8001	5656828140 5656839751	AutoZone, Inc	07/19/2017	Fix a Flat/4Way Valve Tool/Plastic Valve Caps Diesel Exhaust Fluid/Vinyl Electrical Tape	24.90 40.15	65.05
8002	790513-9	BJ's Rentals	07/19/2017	Compactor Plate Vibrating Med - 7/12/17	158.07	158.07
8003	1146440-IN	Boot World Inc	07/19/2017	Work Boots - PW Crew	1,557.40	1,557.40
8004	70212501/6061 82549104	Boundtree Medical LLC	07/19/2017	Apply Credit/Medical Supplies Returned Medical Supplies-Nitrile Gloves/ECG Pads/Disposable Sensors	-1,149.33 1,733.86	584.53
8005	1707025	California Aquatics	07/19/2017	Fountain Repair Service - Jun '17	140.00	140.00
8006	Aug 2017	California Dental Network Inc	07/19/2017	California Dental Insurance - Aug17	309.98	309.98
8007	027226-2017 130803-2017	California Park & Recreation Society	07/19/2017	CPRS Membership - Huey CPRS Membership - Gonzalez	170.00 170.00	340.00
8008	17481951 17481951 17528520	Canon Financial Services Inc	07/19/2017	Canon Copier Contract Charge Jul '17 Basement Canon Plotter Contract Charge Jul '17 Canon Copier Contract Charge 8/1/17	81.35 144.00 642.60	867.95
8009	694363556 694363557 694366155	Cintas Corporation #694	07/19/2017	Janitorial Supplies - 7/6/17 Janitorial Supplies - 7/6/17 Janitorial Supplies - 7/13/17	216.18 1,599.29 229.64	2,045.11
8010	ACSERV-62017 ACSERV-62017 AR137392 AR137393 AR137394	City of Chula Vista	07/19/2017	After Hours Calls- Jun '17 Mileage & Fuel for Animal Control Veh- Jun '17 Animal Control Services- Mar '17 Animal Control Services- Apr '17 Animal Control Services- May '17	1,174.92 698.86 15,759.00 15,534.00 15,984.00	49,150.78
8011	1135 1136 1137	Clark Telecom & Electric Inc	07/19/2017	Street Light Maintenance- Oct '16 Street Light Repairs- Oct '16 Street Light Dig Alert Mark Outs- Oct '16	141.76 889.30 640.98	3,189.21

	1375			Street Light Maintenance- Jun '17	141.76	
	1376			Street Light Repairs- Jun '17	853.13	
	1377			Street Light Dig Alert Mark Outs- Jun '17	522.28	
8012	81817481 81818325	Corelogic Solutions, LLC	07/19/2017	Image Requests- Jun '17 RealQuest Graphics Package- Jun '17	11.00 300.00	311.00
8013	20777	Courtesy TV	07/19/2017	Audio Recorder Repaired/Door Mechanism	95.00	95.00
8014	7/6/2017 7/6/2017 7/4/2017	Cox Communications	07/19/2017	Calsense Modem Line:2259 Washington Ave 7/6/17-8/5/17 Calsense Modem Line:7071 Mt Vernon- 7/6/17-8/5/17 Phone/Rec Ctr/ 3131 School Ln 7/4/17-8/3/17	20.89 19.78 98.49	139.16
8015	14044	Custom Auto Wrap Inc	07/19/2017	E-Waste Banner Update/Movie Banner Update/Sponsor Patches	339.73	339.73
8016	070417560	DAR Contractor	07/19/2017	Animal Disposal- Jun '17	162.00	162.00
8017	7/10-13/17	Esgil Corporation	07/19/2017	75% Building Fees- 7/10/17-7/13/17	3,146.93	3,146.93
8018	104190	Fire Etc	07/19/2017	14" Structure Boots/Helmets/Goggles/Hoods - Fire	1,659.24	1,659.24
8019	INV1012116	George Hills Company	07/19/2017	TPA Claims Svc - Jun 17	2,458.96	2,458.96
8020	AR008718 AR008738	Grossmont Union High School District	07/19/2017	Summer Concerts & Movies in Park/Flyers & Posters Buses for Summer Day Camp Field Trips- Jun '17	308.00 2,401.30	2,709.30
8021	122142 122143	Knott's Pest Control, Inc	07/19/2017	Monthly Bait Stations- Civic Ctr - Jul 17 Monthly Bait Stations- Sheriff - Jul 17	60.00 45.00	105.00
8022	07-2311 07-2310	Lemon Grove School District	07/19/2017	Fuel Services-PW: Jun '17 Fuel Services-Fire Stn- Jun '17	2,065.65 1,308.19	3,373.84
8023	INV17993	Logiccopy	07/19/2017	Ricoh C3502 Copier Contract Charge- PW Yard- 7/7/17-8/6/17	235.17	235.17
8024	Jun 17	Lounsbury Ferguson Altona & Peak LLP	07/19/2017	Case# 01163-00002 - Jun '17 Case# 01163-00003 - Jun '17 Case# 01163-00023 - Jun '17 Case# 01163-00033 - Jun '17 Case# 01163-00036 - Jun '17 Case# 01163-00034 - Jun '17 Case# 01163-00024 - Jun '17 Case# 01163-00037 - Jun '17 Case# 01163-00028 - Jun '17	11,737.12 3,324.98 514.60 16.60 1,411.00 232.40 514.60 49.80 2,821.50	20,622.60
8025	3010255617	Parkhouse Tire Inc.	07/19/2017	Backhoe- Fleet Service/Tire- Trac Load	453.48	453.48
8026	PD-35351	Plumbers Depot Inc	07/19/2017	LGPW#26 Sewer Camera Repair/Fiberglass Poles/Foam Core	274.25	274.25
8027	174694000	PNC Equipment Finance, LLC	07/19/2017	New Engine Lease Payment - FY18	86,688.44	86,688.44
8028	31117504	RCP Block & Brick, Inc	07/19/2017	8000 Brdwy & 1900 Skyline Dr Med /Expansion Bd & Wood Float	17.19	17.19
8029	0055842 17546B(14) 17546B(14)	Rick Engineering Company	07/19/2017	Prof Svc: LGA Realignment & 20A UG Dist Projs 5/27/17-6/30/17 Prof Svc: City Engineer/City Cncl Mtgs/Bid & Const Support Svcs Prof Svc: Sanitation District Services 5/27/17-6/30/17	20,764.83 11,847.52 1,880.00	34,492.35
8030	Jun17	SDG&E	07/19/2017	Gas & Electric 5/22/17-6/21/17	19,212.58	19,212.58
8031	56125 56220	SealMaster of Southern California	07/19/2017	Surface Slick/Asphalt Sealant Gator Pave/Squegees - Asphalt Patching	109.26 853.34	962.60
8032	8122683988	Shred-It USA	07/19/2017	Shredding Services 6/28/17	62.06	62.06
8033	81449388	SiteOne Landscape Supply, LLC	07/19/2017	Grounds Maintenance Supply/Dimension 270G & E-Z Reachers	148.50	148.50
8034	LG-5 LG-6	Smith Air Conditioning	07/19/2017	Service Call/AC Unit/Fire Stn Service Call/AC Unit/Senior Center	190.50 718.00	908.50
8035	8935	Spring Valley Lawn Mower Shop	07/19/2017	4 Stroke Commercial String Trimmer	366.34	366.34
8036	Jul-17	Standard Insurance Company	07/19/2017	Long Term Disability Insurance - Jul'17	1,974.02	1,974.02
8037	8045283014	Staples Advantage	07/19/2017	Office Supplies & Copy Paper - City Hall	295.19	295.19
8038	242993	State of California- Justice	07/19/2017	Fingerprint Apps - Jun '17	416.00	416.00
8039	071617-02	Tallal, Inc.	07/19/2017	Outdoor Movie Screen/Movies Under Stars/Berry St Pk 7/14/17	416.00	416.00
8040	Reimb 6/28	Tamimi, Malik	07/19/2017	ACEC Books	103.75	103.75
8041	INV019712	TargetSolutions, LLC	07/19/2017	Online Learning & Record Mgmt System- 7/1/17-6/30/18	1,760.00	1,760.00

8042	9902 9903	Telfer Pavement Technologies LLC	07/19/2017	Apply Tack Coat - Broadway & West St Apply Tack Coat - Broadway & West St/Excess Spreading	1,650.00 1,747.50	3,397.50
8043	Jul18 17	Vantage Point Transfer Agents-457	07/19/2017	ICMA Deferred Compensation Pay Period Ending 7/18/17	580.77	580.77
8044	9788602017	Verizon Wireless	07/19/2017	Modems- Cardiac Monitors - 6/4/17-7/3/17	14.04	14.04
8045	71515447	Vulcan Materials Company	07/19/2017	Asphalt	135.36	135.36
8046	0170451	Zumar Industries, Inc	07/19/2017	Signs - School Xing/School Speed Limit/End School Speed Limit	818.58	818.58
8047	0055757	Rick Engineering Company	07/19/2017	Prof Svc: CLG DVSP Update 4/29/17-5/26/17	401.25	401.25
					1,832,055.74	1,832,055.74

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.C  
**Mtg. Date** August 1, 2017  
**Dept.** City Attorney

**Item Title:** **Resolution of the City Council of the City of Lemon Grove, California Adjusting the Campaign Contribution Limits for City Council Candidates Pursuant to Lemon Grove Municipal Code Section 9.08.030(E) From \$1050 to \$1090**

**Staff Contact:** James P. Lough, City Attorney

**Recommendation:**

Adopt the attached Resolution making the required bi-annual adjustment to the campaign contribution limit, thereby adjusting the limit from \$1,050 to \$1,090.

**Item Summary:**

The attached resolution (**Attachment B**) approves the adjustment of maximum campaign contributions to Lemon Grove City Council Candidates that must occur every two years pursuant to Lemon Grove Municipal Code Section 9.08.030(E). The Consumer Price Index for the San Diego Region gained approximately 3.6 percent in 2015-2016.

**Fiscal Impact:**

None.

**Environmental Review:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration           |
| <input type="checkbox"/> Categorically Exempt             | <input type="checkbox"/> Mitigated Negative Declaration |

**Public Information:**

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

**Attachments:**

- A. Staff Report
- B. Resolution

LEMON GROVE CITY COUNCIL  
STAFF REPORT

Item No. 1.C  
Mtg. Date August 1, 2017

**Item Title:** Resolution of the City Council of the City of Lemon Grove, California Adjusting the Campaign Contribution Limits for City Council Candidates Pursuant to Lemon Grove Municipal Code Section 9.08.030(E) From \$1050 to \$1090

**Staff Contact:** James P. Lough, City Attorney

**Background:**

In 2011, the City Council reviewed the City's Campaign contribution limits and related regulations. Based on that review, the Council adopted an ordinance which incorporated a cost of living factor into the maximum campaign contribution limits. In 2015, using the 2013-2014 CPI factor, the contribution limit was adjusted to \$1,050. Using 2015-2016 CPI factor, it will be adjusted to \$1,090. These actions are based on court decisions which require periodic adjustments to contribution limits. The Council agreed to use the Federal Urban Cost of Living Index for the San Diego Region as its benchmark.

**Discussion:**

The attached resolution (**Attachment B**) raises the campaign contribution limit for the 2017-2018 cycle from \$1,050 to \$1,090. This is based on the cost of living index for the years 2015-2016 of 3.6 percent (**Attachment B - Exhibit 1**). The ordinance requires the amount to be rounded off to the nearest five dollar increment. The Municipal Code Section states as follows:

**9.08.030 Campaign contributions.**

A. No person other than a candidate shall make, and no campaign treasurer shall solicit or accept, any contribution which will cause the total amount contributed by such person annually (calendar year) in support of or opposite to such candidate, to exceed one thousand dollars.

B. Extensions of credit for a period of more than thirty days are prohibited. Extensions of credit of more than one thousand dollars annually are prohibited. Provided, however, a candidate may personally borrow an unlimited amount and such funds shall be considered a contribution by the candidate him or herself; provided, further, that such transaction is fully disclosed and documented in accordance with applicable law.

C. The terms of this section are applicable to any contributions made to a candidate or committee hereunder, whether used by such candidate or committee to finance a current campaign, to pay deficits incurred in prior campaigns or otherwise.

D. If any person is found guilty of violating the terms of this section, the amount of funds received constituting such violation shall be paid by the candidate or committee treasurer who received such funds to the city treasurer for deposit in the general fund of the city.

E. The one-thousand-dollar limit specified in subsection A, shall be adjusted in February of each odd numbered year commencing in 2013 for changes in the consumer price index for the San Diego Metropolitan Area, CPI-U rounded to the nearest five dollars or other comparable cost of living index chosen by the City Council. (Ord. 406 § 3, 2011).

**Conclusion:**

Staff recommends that the City Council adopts the resolution (**Attachment B**) approving the adjustment to the campaign contribution limit.

RESOLUTION NO. 2017 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA  
ADJUSTING THE CAMPAIGN CONTRIBUTION LIMIT FOR CITY COUNCIL CANDIDATES  
BASED ON THE CONSUMER PRICE INDEX (2015-2016)

---

**WHEREAS**, in 2011, the City Council established campaign contribution limits for City Council campaigns at one-thousand dollars (\$1,000.00) per person; and

**WHEREAS**, Lemon Grove Municipal Code Section 9.08.030(E) establishes a bi-annual cost of living adjustment to be approved every odd-numbered year beginning in 2017; and

**WHEREAS**, bi-annual adjustments have been made, with the last adjustment in 2015, setting the amount at \$1050; and

**WHEREAS**, the cost of living, according to the Federal Consumer Price Index-Urban (*Exhibit 1*) established a 3.6% increase in the cost of living for 2015-2016 to \$1,090.00 per contribution; and

**WHEREAS**, rounding off the increase to the nearest five-dollar increment, the City Council hereby finds that the increase shall be forty dollars for the calendar years 2017-2018, or until further adjusted.

**NOW THEREFORE**, the City Council of the City of Lemon Grove, California hereby resolves that:

1. That the foregoing recitals are true and correct; and
2. That the City Council hereby establishes the City Council Campaign Contribution limitation for 2017-2018 at one thousand, ninety dollars (\$1,090.00); and
3. All previous resolutions adjusting the contribution limits are hereby repealed.

/////  
/////

**NEWS RELEASE**  
 BUREAU OF LABOR STATISTICS  
 U.S. DEPARTMENT OF LABOR



For Release: Friday, July 14, 2017

17-987-SAN

WESTERN INFORMATION OFFICE: San Francisco, Calif.  
 Technical information: (415) 625-2270 BLSinfoSF@bls.gov www.bls.gov/regions/west  
 Media contact: (415) 625-2270

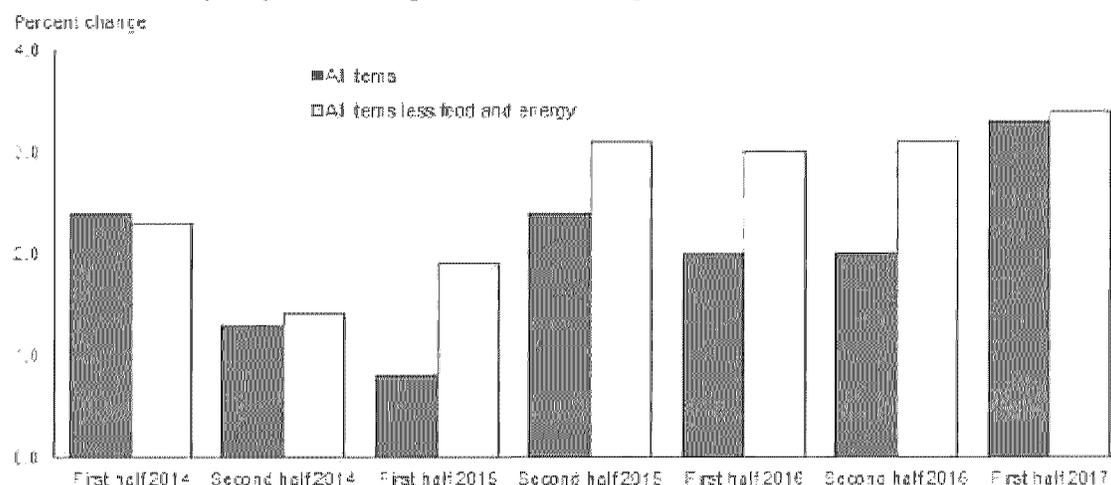
**Consumer Price Index, San Diego - First Half 2017**

Area prices were up 1.7 percent over the past six months, up 3.3 percent from a year ago

Prices in the San Diego Area, as measured by the Consumer Price Index for All Urban Consumers (CPI-U), advanced 1.7 percent in the first half of 2017, the U.S. Bureau of Labor Statistics reported today. (See table A.) Assistant Commissioner for Regional Operations Richard Holden noted that the six-month increase was influenced by higher prices for shelter. (Data in this report are not seasonally adjusted. Accordingly, six-month-to-six-month changes may reflect seasonal influences.)

Over the last 12 months, the CPI-U rose 3.3 percent. (See chart 1 and table A.) Energy prices rose 9.3 percent, largely the result of an increase in the price of gasoline. The index for all items less food and energy rose 3.4 percent over the year. (See table 1.)

**Chart 1. Over the year percent change in CPI-U, San Diego, first half 2014–first half 2017**



Source: U.S. Bureau of Labor Statistics

**Food**

Food prices rose 0.4 percent in the first half of 2017. (See table 1.) Prices for food at home increased 1.2 percent, while prices for food away from home decreased 0.5 percent for the same period.

Over the year, food prices edged up 0.1 percent. Prices for food away from home advanced 0.3 percent since a year ago, while prices for food at home were unchanged.

## Exhibit 1

### Energy

The energy index increased 6.1 percent since the second half of 2016. The increase was mainly due to higher prices for gasoline (7.7 percent). Prices for electricity increased 5.4 percent, while prices for natural gas service were unchanged for the same period.

Energy prices rose 9.3 percent over the year, largely due to higher prices for gasoline (8.3 percent). Prices paid for electricity and natural gas service rose 11.4 percent and 10.5 percent, respectively, during the past year.

### All items less food and energy

The index for all items less food and energy rose 1.6 percent in the latest-six month period. Higher prices for apparel (5.3 percent), other goods and services (3.8 percent), and shelter (1.9 percent) were partially offset by lower prices for education and communication (-1.4 percent) and household furnishings and operations (-1.3 percent).

Over the year, the index for all items less food and energy rose 3.4 percent. Components contributing to the increase included apparel (10.9 percent), shelter (4.5 percent), and recreation (4.3 percent). Partly offsetting the increases was a price decline in education and communication (-1.5 percent).

Table A. San Diego CPI-U monthly and annual percent changes (not seasonally adjusted)

Month	2012		2013		2014		2015		2016		2017	
	Semi-annual	Annual										
First Half.....	1.3	1.7	0.6	0.9	1.4	2.4	0.9	0.8	0.4	2.0	1.7	3.3
Second Half.....	0.3	1.5	1.1	1.7	-0.1	1.3	1.5	2.4	1.5	2.0		

The Second Half 2017 Consumer Price Index for the San Diego is scheduled to be released mid-January 2018.

### Consumer Price Index Geographic Revision for 2018

In January 2018, BLS will introduce a new geographic area sample for the Consumer Price Index (CPI). This index will change to a bimonthly publication schedule beginning in January, 2018. The first indexes using the new structure will be published in February 2018. Additional information on the geographic revision is available at: [www.bls.gov/cpi/georevision2018.htm](http://www.bls.gov/cpi/georevision2018.htm).

### Technical Note

The Consumer Price Index (CPI) is a measure of the average change in prices over time in a fixed market basket of goods and services. The Bureau of Labor Statistics publishes CPIs for two population groups: (1) a CPI for All Urban Consumers (CPI-U) which covers approximately 89 percent of the total population and (2) a CPI for Urban Wage Earners and Clerical Workers (CPI-W) which covers 28 percent of the total population. The CPI-U includes, in addition to wage earners and clerical workers, groups such as professional, managerial, and technical workers, the self-employed, short-term workers, the unemployed, and retirees and others not in the labor force.

## - Exhibit 1

The CPI is based on prices of food, clothing, shelter, and fuels, transportation fares, charges for doctors' and dentists' services, drugs, and the other goods and services that people buy for day-to-day living. Each month, prices are collected in 87 urban areas across the country from about 6,000 housing units and approximately 24,000 retail establishments--department stores, supermarkets, hospitals, filling stations, and other types of stores and service establishments. All taxes directly associated with the purchase and use of items are included in the index.

The index measures price changes from a designated reference date (1982-84) that equals 100.0. An increase of 16.5 percent, for example, is shown as 116.5. This change can also be expressed in dollars as follows: the price of a base period "market basket" of goods and services in the CPI has risen from \$10 in 1982-84 to \$11.65. For further details see the CPI home page on the Internet at [www.bls.gov/cpi](http://www.bls.gov/cpi) and the BLS Handbook of Methods, Chapter 17, The Consumer Price Index, available on the Internet at [www.bls.gov/opub/hom/homch17\\_a.htm](http://www.bls.gov/opub/hom/homch17_a.htm).

In calculating the index, price changes for the various items in each location are averaged together with weights that represent their importance in the spending of the appropriate population group. Local data are then combined to obtain a U.S. city average. Because the sample size of a local area is smaller, the local area index is subject to substantially more sampling and other measurement error than the national index. In addition, local indexes are not adjusted for seasonal influences. As a result, local area indexes show greater volatility than the national index, although their long-term trends are quite similar. NOTE: Area indexes do not measure differences in the level of prices between cities; they only measure the average change in prices for each area since the base period.

The San Diego, CA metropolitan area covered in this release consists of San Diego County in the State of California.

Information in this release will be made available to sensory impaired individuals upon request. Voice phone: (202) 691-5200; Federal Relay Service: (800) 877-8339.

# - Exhibit 1

**Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes for semiannual averages and percent changes for selected periods San Diego, CA (1982-84=100 unless otherwise noted)**

Item and Group	Semiannual average indexes			Percent change to 1st half 2017 from-	
	1st half 2016	2nd half 2016	1st half 2017	1st half 2016	2nd half 2016
<b>Expenditure category</b>					
All items	272.625	276.837	281.561	3.3	1.7
All items (1987=100)	921.859	936.069	952.043	-	-
<b>Food and beverages</b>	250.802	249.953	251.054	0.1	0.4
Food	247.986	247.261	248.274	0.1	0.4
Food at home	224.494	221.896	224.516	0.0	1.2
Food away from home	278.205	280.339	275.933	0.3	-0.5
Alcoholic beverages	271.582	269.043	271.158	-0.2	0.8
<b>Housing</b>	310.972	318.889	324.036	4.2	1.7
Shelter	350.446	359.328	366.122	4.6	1.9
Rent of primary residence	343.020	350.857	361.348	5.3	3.0
Owners' equiv. rent of residences(1)	372.674	379.648	386.679	3.8	1.9
Owners' equiv. rent of primary residence(1)	372.674	379.648	386.679	3.8	1.9
Fuels and utilities	264.086	297.785	307.267	8.2	3.2
Household energy	244.826	260.242	270.931	10.7	4.1
Energy services	240.003	256.076	266.827	11.2	4.2
Electricity	233.377	246.655	259.607	11.4	5.4
Utility (piped) gas service	185.479	204.947	204.675	10.5	0.0
Household furnishings and operations	183.793	184.004	181.619	-1.2	-1.3
<b>Apparel</b>	146.727	154.573	162.759	10.8	5.3
<b>Transportation</b>	205.418	205.124	213.765	4.1	4.2
Private transportation	196.071	196.296	205.400	4.8	4.6
Motor fuel	219.569	220.884	237.819	6.3	7.7
Gasoline (all types)	219.773	220.989	237.910	6.3	7.7
Gasoline, unleaded regular(2)	227.481	228.832	246.440	6.3	7.7
Gasoline, unleaded midgrade(2)(3)	189.936	192.187	205.095	6.5	7.2
Gasoline, unleaded premium(2)	225.655	226.391	243.429	7.7	7.5
Medical care	-	-	-	-	-
Recreation(4)	145.835	155.012	155.315	4.3	0.6
Education and communication(4)	145.629	145.421	143.359	-1.6	-1.4
Other goods and services	376.361	378.440	390.846	3.8	3.5
<b>Commodity and service group</b>					
All items	272.625	276.837	281.561	3.3	1.7
Commodities	193.759	193.756	195.843	1.6	1.6
Commodities less food & beverages	163.716	164.100	165.183	2.7	2.5
Nondurables less food & beverages	152.225	185.256	192.746	5.8	4.0
Durables	145.337	142.460	142.441	-2.0	0.0
Services	342.112	350.117	356.259	4.1	1.8
<b>Special aggregate indexes</b>					
All items less medical care	264.169	268.293	273.132	3.4	1.8
All items less shelter	242.232	244.491	248.361	2.5	1.6
Commodities less food	166.454	168.727	172.749	2.6	2.4
Nondurables	216.911	219.079	222.520	2.6	2.0
Nondurables less food	159.833	192.515	199.708	5.1	3.7
Services less rent of shelter(1)	350.633	357.854	363.495	3.7	1.6
Services less medical care services	330.490	338.590	344.857	4.4	1.9
Energy	225.813	232.520	246.753	9.3	6.1
All items less energy	275.406	282.473	286.656	2.9	1.4

Note: See footnotes at end of table

# Exhibit 1

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes for semiannual averages and percent changes for selected periods San Diego, CA (1982-84=100 unless otherwise noted) - Continued

Item and Group	Semiannual average indexes			Percent change to 1st half 2017 from-	
	1st half 2016	2nd half 2016	1st half 2017	1st half 2016	2nd half 2016
All items less food and energy .....	255.278	290.280	294.969	3.4	1.8

Footnotes(1) Index is on a December 1982=100 base.  
 (2) Special index based on a substantially smaller sample.  
 (3) Indexes on a December 1983=100 base.  
 (4) Indexes on a December 1997=100 base.  
 - Data not available

**LEMON GROVE SANITATION DISTRICT  
AGENDA ITEM SUMMARY**

**Item No.** 1.D  
**Mtg. Date** August 1, 2017  
**Dept.** Public Works

**Item Title:** Approving a Professional Services Agreement with Dexter Wilson Engineering, Inc. for Wastewater Consulting Services

**Staff Contact:** Mike James, Assistant City Manager / Public Works Director

**Recommendation:**

Adopt a resolution (**Attachment A**) approving a professional services agreement (**Attachment A – Exhibit 1**) with Dexter Wilson Engineering, Inc. for Wastewater Consulting Services.

**Item Summary:**

Since July 2016, the District has partnered with Dexter Wilson Engineering, Inc. to provide wastewater consulting services as they related to the District’s participation with the San Diego Metro Wastewater Joint Powers Authority (Metro JPA) and Technical Advisory Committee (Metro TAC). Mr. Wilson’s vast professional work experience, technical knowledge and pragmatic solutions prove to be a tremendous asset to the District and the Metro JPA. In fact, the Metro JPA recognized Mr. Wilson’s benefit to the entire JPA, so it has authorized a maximum reimbursement to the District of \$77,550 for work that he performs to the benefit the Metro JPA. Staff anticipates that the reimbursement agreement between the District and Metro JPA will be finalized in July/August 2017. The District’s agreement with Mr. Wilson (**Attachment A – Exhibit 1**) highlights a scope of work that will allow Mr. Wilson to continue to support the District with his expertise through June 30, 2018. Examples of Mr. Wilson’s anticipated duties include: attending Metro JPA/TAC meetings, volunteering for and attending any sub-committees, supporting the District’s Board representative and staff, etc. Support may include capital facility analysis, cost allocation study, reports/studies, and professional opinions. Staff recommends that the District Board adopts the resolution (**Attachment A**) approving a professional services agreement (**Attachment A – Exhibit 1**) with Dexter Wilson Engineering, Inc. for Wastewater Consulting Services.

**Fiscal Impact:**

In Fiscal Year 2017-18, \$100,840 was budgeted in the Sanitation District Fund. However, up to \$77,550 of that total may be reimbursed to the District if those expenditures are directly related to the Metro JPA activities.

**Environmental Review:**

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

**Public Information:**

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

**Attachments:**

- A Resolution

# Attachment A

## RESOLUTION NO. 2017 -

### RESOLUTION OF THE DISTRICT BOARD OF THE LEMON GROVE SANITATION DISTRICT APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DEXTER WILSON ENGINEERING, INCORPORATED FOR WASTEWATER CONSULTING SERVICES

---

**WHEREAS**, in July 2016, the District partnered with Dexter Wilson Engineering, Inc. to provide wastewater consulting services as they related to the District's participation with the San Diego Metro Wastewater Joint Powers Authority and the Technical Advisory Committee; and

**WHEREAS**, Dexter Wilson Engineering Company, Inc. has provided the District with a vast amount of professional work experience, technical knowledge and pragmatic solutions that were highly beneficial to the District staff as well as the Metro JPA; and

**WHEREAS**, District staff recommends continuing the consulting agreement with Dexter Wilson Engineering, Inc. to continue to support the Metro JPA's Board Representative and District staff; and

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

1. Approves a professional services agreement (**Exhibit 1**) with Dexter Wilson Engineering, Incorporated in an amount not to exceed \$100,840; and
2. Authorizes the City Manager or her designee to execute and manage all related documents.

/////  
/////

# Attachment A – Exhibit 1

**AGREEMENT  
BY AND BETWEEN  
THE LEMON GROVE SANITATION DISTRICT  
AND  
DEXTER WILSON ENGINEERING, INC.**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the LEMON GROVE SANITATION DISTRICT, an enterprise district (the "DISTRICT"), and DEXTER WILSON ENGINEERING, INC. a professional engineering company (the "CONSULTANT").

## RECITALS

WHEREAS, the DISTRICT desires to employ a CONSULTANT to provide professional wastewater guidance, research and direction regarding the District's wastewater activities and its involvement with the Metropolitan Wastewater Joint Powers Authority.

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

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

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

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

2. **SCOPE OF SERVICES.** The CONSULTANT will perform services as set forth below:

- Attend Metropolitan Wastewater Commission/Joint Powers Authority (Metro JPA) and Technical Advisory Committee (Metro TAC) meetings.
  - Any subcommittee appointment requests that result from the JPA or TAC will also be part of the attendance and participation requirements.
- Provide support as needed to the District's appointee on the Metro JPA and the Metro TAC Chair.
  - Examples of support include capital facility analysis, cost allocation, reports, studies, and professional opinions.

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

The DISTRICT may unilaterally, or upon request from the CONSULTANT, from time to time reduce or increase the Scope of Services to be performed by the CONSULTANT under this

# Attachment A – Exhibit 1

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

### **3. PROJECT COORDINATION AND SUPERVISION.**

The Assistant City Manager / Public Works Director or designee is designated as the primary point of contact for the DISTRICT and will monitor the progress and execution of this Agreement. The CONSULTANT shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONSULTANT. Dexter Wilson is designated as the primary point of contact for the CONSULTANT.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONSULTANT shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work is based on estimated hours of work per the rates listed in Section 22 of this agreement. The agreement shall not to exceed one hundred thousand eight hundred forty dollars and zero cents (\$100,840.00) (the Base amount) without prior written authorization from the Assistant City Manager / Public Works Director or designee. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with as determined by and in the sole discretion of the DISTRICT.

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

5. **LENGTH OF AGREEMENT.** This agreement will take effect on July 1, 2017 and last 12-months through June 30, 2018. The agreement may be extended for 12 months, not to go beyond June 30, 2019, by written agreement of the parties, and subject to both DISTRICT BOARD'S appropriation of funds and DISTRICT BOARD'S authorization of such agreement extension(s).

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

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

# Attachment A – Exhibit 1

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

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

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

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

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

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

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

# Attachment A – Exhibit 1

any license, permit, or approval which is legally required for the CONSULTANT to practice its profession. Submittals Required with the Agreement. Failure of the CONSULTANT to provide the following documentation with the executed agreement will cause delay in the agreement being executed by the DISTRICT:

- A. Insurance as specified in Section 15 of this agreement;
- B. Taxpayer Identification Number (W-9)  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- C. IRS Letter of Non-Profit 501 (c) (3) (If Applicable)
- D. DISTRICT's Equal Opportunity Contracting Program requirement;
- E. Certification for a Drug-Free Workplace;
- F. DISTRICT Business License;
- G. CONSULTANT Standards Pledge of Compliance.

## 11. STANDARD OF CARE.

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

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

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

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

# Attachment A – Exhibit 1

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

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

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

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

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

# Attachment A – Exhibit 1

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

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

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

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

D. Workers' compensation insurance covering all of CONSULTANT's employees. The CONSULTANT shall comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Government Code and all amendments thereto; and all similar state or Federal acts or laws applicable; and shall indemnify, and hold harmless the DISTRICT and its officers, and employees from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including reasonable attorney's fees and defense costs presented, brought or recovered against the DISTRICT or its officers, employees, or volunteers, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by the CONSULTANT under this Agreement. That policy shall provide a minimum of \$1,000,000 of employer's liability coverage, and the CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the DISTRICT and its respective elected officials, officers, employees, agents and representatives.

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

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

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

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

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

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

# Attachment A – Exhibit 1

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

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

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

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

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

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

## 18. **TERMINATION.**

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

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

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

# Attachment A – Exhibit 1

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

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

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

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

To the DISTRICT:

Mike James  
Assistant City Manager / Public Works Director  
Lemon Grove Sanitation District  
3232 Main Street  
Lemon Grove, CA 91945-1701

To the CONSULTANT:

Dexter Wilson  
Principal Engineer (RCE)  
Dexter Wilson Engineering, LLC  
2234 Faraday Avenue  
Carlsbad, CA 92008

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

# Attachment A – Exhibit 1

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

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

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

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

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

## 21. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

# Attachment A – Exhibit 1

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

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

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

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

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

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

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

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

## 22. RATE SCHEDULE – EFFECTIVE JANUARY 1, 2017

Classification	Hourly Rate
Planning/Design	
Principal Engineer (RCE)	\$210.00
Managing Engineering (RCE)	\$200.00
Project Engineer (RCE)	\$180.00
Senior Engineer (RCE)	\$140.00
Design Engineer (RCE)	\$130.00
Associate Engineer II	\$120.00
Associate Engineer I	\$110.00
Engineering Aide II	\$110.00
Engineering Aide I	\$95.00

# Attachment A – Exhibit 1

Drafting/Design	
Senior Designer	\$115.00
Senior Drafter	\$105.00
Drafter II	\$90.00
Drafter I	\$80.00
Clerical	\$65.00

# Attachment A – Exhibit 1

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

LEMON GROVE SANITATION DIS.

DEXTER WILSON ENGINEERING, INC.

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

By: \_\_\_\_\_  
Dexter Wilson

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

\_\_\_\_\_  
Principal Engineer

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

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

## APPROVED AS TO FORM:

By: \_\_\_\_\_  
James P. Lough

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

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

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

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

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

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.E  
**Mtg. Date** August 1, 2017  
**Dept.** City Manager's Office

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

**Staff Contact:** Corinne Russell, Human Resources Manager

**Recommendation:**

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

**Item Summary:**

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

The law firm of Liebert Cassidy Whitmore (LCW), as in the past, will provide City employee training as outlined in the agreement for special services (**Attachment A – Exhibit 1**). LCW also offers additional, optional services for a fee as described in the agreement.

Inasmuch as the City has benefited from its past relationship with LCW, staff recommends that the City Council adopt a resolution (**Attachment A**) approving an agreement with LCW for employment relations training and support.

**Fiscal Impact:**

The \$758 annual cost was budgeted in the Fiscal Year 2017-2018 budget.

**Environmental Review:**

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

**Public Information:**

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

**Attachments:**

- A. Resolution

# Attachment A

RESOLUTION NO. 2017- \_\_

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

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**WHEREAS**, the City of Lemon Grove has participated in the San Diego Employment Relations Consortium trainings. City employees have benefited greatly and gained great insight and knowledge from these training events; and

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

**WHEREAS**, the agreement for special services also outlines optional services available to the City for a fee; and

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

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

1. Approves the agreement for special services (*Exhibit 1*); and
2. Authorizes the City Manager or her designee to sign said agreement on behalf of the City.

/////  
/////

# Attachment A – Exhibit 1

## AGREEMENT FOR SPECIAL SERVICES

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

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

WHEREAS Agency has determined that no less than twenty-eight (28) public agencies in the San Diego area have the same need and have agreed to enter into identical agreements with Attorney; and

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

NOW, THEREFORE, Agency and Attorney agree as follows:

### Attorney's Services:

During the year beginning July 1, 2017, Attorney will provide the following services to Agency (and the other aforesaid public agencies):

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

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

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

### Fee:

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

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# Attachment A – Exhibit 1

## Additional Services:

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

The range of hourly rates for Attorney time is from Two Hundred to Three Hundred Fifty Dollars (\$200.00 - \$350.00) per hour for attorney staff, One Hundred Ninety-Five Dollars to Two Hundred Thirty Dollars (\$195.00 - \$230.00) per hour for Labor Relations/HR Consultant and from One Hundred Twenty-Five Dollars to One Hundred Sixty Dollars (\$125.00 - \$160.00) per hour for services provided by paraprofessional and litigation support staff. Attorneys, paraprofessional and litigation support staff bill their time in minimum units of one-tenth of an hour. Attorney reviews its hourly rates on an annual basis and if appropriate, adjusts them effective July 1.

## Independent Contractor:

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

## Term:

The term of this Agreement is twelve (12) months commencing July 1, 2017. The term may be extended for additional periods of time by the written consent of the parties.

## Condition Precedent:

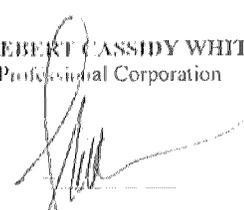
It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-eight (28) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2017.

Dated:

6/29/17

LIEBERT CASSIDY WHITMORE  
A Professional Corporation

By



Dated:

CITY OF LEMON GROVE  
A Municipal Corporation

By

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 2  
**Mtg. Date** August 1, 2017  
**Dept.** City Manager's Office

**Item Title:** City of Lemon Grove 40<sup>th</sup> Anniversary Celebration Plans

**Staff Contact:** Miranda Evans, Management Analyst

**Recommendation:**

Staff recommends that the City Council receives the presentation and begins the celebration of the City's 40 <sup>th</sup> anniversary.
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**Item Summary:**

July 1, 2017 marked the City of Lemon Grove's 40<sup>th</sup> anniversary of "cityhood" since the July 1, 1977 incorporation date. City staff has prepared a series of low or no-cost activities to commemorate, inform and engage Lemon Grove residents about this milestone. From August 1, 2017 - June 30, 2018, staff is recommending that the following activities occur:

- August 1, 2017 Celebratory Kick-Off at the City Council meeting with special guests and lemon cake;
- One "Lemon Grove Minute" video will be shared at each City Council meeting until June 19, 2018;
- The City's rebranded newsletter, *The Zest*, will launch on August 1<sup>st</sup> and will subsequently be published on the first day of each month;
- A History Hunt will take place in partnership with the Lemon Grove Historical Society at historical landmarks around town;
- A Local Lemon Rush is planned for residents to find 40 hidden lemons around town and claim prizes;
- 40 #ThrowbackThursday posts will be shared on social media (Instagram, Facebook and Twitter) featuring vintage photos;
- The Lemon Grove Acts of Kindness Campaign will launch on August 1 and will encourage kindness and community engagement; and
- The 20<sup>th</sup> Annual Bonfire will feature expanded hours and entertainment (as funds allow).

The activities listed above will be explained in detail in staff's presentation.

**Fiscal Impact:**

No general fund dollars are allocated towards the celebration of the City's 40<sup>th</sup> anniversary. All ideas presented above are low or no-cost staff initiated activities. Sponsorship dollars may be utilized as funds are available; however, these funds are primarily earmarked for Summer Concerts and Movies in the Park and the Annual Bonfire. To-date, nearly \$30,000 in sponsorship funds have been raised.

**Environmental Review:**

- Not subject to review
- Categorical Exemption, Section

- Negative Declaration
- Mitigated Negative Declaration

**Public Information:**

- None
- Newsletter article
- Social Media and City Website

- Notice to property owners within 500 ft
- Neighborhood meeting

**Attachments:**

None

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.**       3    
**Mtg. Date**     August 1, 2017    
**Dept.**         Finance  

**Item Title:**   **Public Hearing to Consider the Master Fee Schedule for Fiscal Year 2017-2018**

**Staff Contact:**   Auggie Matt, Finance Manager

**Recommendation:**

1. Conduct a public hearing; and
2. Adopt a resolution (**Attachment B**) approving the Master Fee Schedule for Fiscal Year 2017-2018.

**Item Summary:**

Each year the City Council updates the City’s Master Fee Schedule as part of the budget process. The staff report (**Attachment A**) details recommended changes to fees associated with building, engineering, planning, sanitation service charges, fire inspection, and general administrative fees (copy fees and notary public services).

**Fiscal Impact:**

The recommended changes in fees will help to recuperate staff and consultant costs used to provide general city services.

**Environmental Review:**

- |  |   |
|--|---|
| <input type="checkbox"/> Not subject to review                                 | <input type="checkbox"/> Negative Declaration           |
| <input checked="" type="checkbox"/> Categorical Exemption, Section 15061(b)(3) | <input type="checkbox"/> Mitigated Negative Declaration |

**Public Information:**

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

**Attachments:**

- A. Staff Report
- B. Resolution

# Attachment A

## LEMON GROVE CITY COUNCIL STAFF REPORT

Item No.   3  

Mtg. Date   August 1, 2017  

Item Title: **Public Hearing to Consider the Master Fee Schedule for Fiscal Year 2017-2018**

Staff Contact:   Auggie Matt, Finance Manager  

**Discussion:**

The City Council reviews the City's Master Fee Schedule annually as part of the budget adoption process. The proposed Master Fee Schedule supports the efforts from the City to recover additional costs incurred by the related individual services provided. In order to recover the costs for individual services provided by the City, it is necessary to establish new fees and modify current fees by amending the current Master Fee Schedule. The purpose of this staff report is to present several proposed fee adjustments (**Attachment B - Exhibit 1**) for Fiscal Year 2017-2018.

The proposed fee increases do not exceed a reasonable amount required to provide the service for which the fee or service charge is levied and will not exceed the cost of providing the services. The art fee and beekeeping fee are insufficient to recover costs and are subsidized by the general fund, however, annual impacts are expected to be less than \$1,000.

Fiscal Year 2017-2018 introduces new fees due to new business or services provided. These are art (non-commercial messages); medical marijuana dispensary permit processing and inspection fees; and fees by the fire department with respect to plan reviews, inspections, appeals to fire codes, technical reviews, hazardous materials management, fire pumps, etc. Listed below are the proposed fee increases:

Pg #	Description	Prior Fee Amt	New Fee Amt	Department/Comments
11	<b>Document Preparation and/or Recordation</b>	\$85.00	\$100.00	Public Works Engineering
11	<b>Grading Permit</b>			
	Minor Grading (50 - 150 cu. Yds.)	\$1,500.00	\$2,500.00	Public Works Engineering
	Major Grading (>150 cu. Yds.)	\$5,000.00	\$7,000.00	Public Works Engineering
11	<b>Improvement Plan Check - Residential</b>			
	5-25 more dwelling units	\$6,000.00	\$7,000.00	Public Works Engineering
11	<b>Street Dedication Plat Map and Legal Description</b>			
	Non-Radius		\$235.00	Public Works Engineering/add
	Radius		\$275.00	Public Works Engineering/add
13	<b>Art (non-commercial messages)</b>		\$35.00	Development Services Planning/add
13	<b>Conditional Use Permit</b>			

# Attachment A

	Time Extension (PC/CC Review)	\$350.00	\$500.00	Development Services
13	<b>Document Review/Preparation</b>		\$500.00	Development Services/add
13	<b>Document Review/Preparation</b>		\$150.00	Development Services/add
13	<b>Minor Use Permit</b>			
	Application	\$300.00	\$500.00	Development Services
	Modification	\$100.00	\$300.00	Development Services
	Time Extension (PC/CC Review)	\$100.00	\$500.00	Development Services
13	<b>MMD Code Enforcement Inspection</b>		\$50.00	Development Services/add (based on an average 1 hour site visit from Code Enforcement Officer and a half hour preparing and sending code enforcement citations)
13	<b>MMD Planning Inspection</b>		\$150.00	Development Services/add (based on an average 1 hour site visit from either an assistant or associate planner, 1 hour preparing a Resolution compliance check and 1 hour collaborating comments from sheriff, fire, and planning and preparing and sending a correction letter or compliance letter)
13	<b>MMD Sheriff Inspection</b>		\$90.00	Development Services/add(based on one hour site visit by Crime Prevention Specialist and one hour compliance check and preparing corrections)

# Attachment A

13	<b>MMD Zoning Clearance</b>	\$1,090.00	Development Services/add (12 applications received to date) <ul style="list-style-type: none"> <li>• Time includes project intake and receipting; phone calls, emails and in person discussions and meetings; project package review and compliance; preparing letters of complete or incomplete;</li> <li>• <b>Associate Planner's Time</b>            Projects have taken approx. 80% of Associate Planner's time from 3/20/17 to 5/11/17            32 work days @ 9.5 hrs/day=304 hrs            304 hours x .80 = 243 hours            243 hrs / 12 projects = 20.25 hrs per project x Associate Planner's hourly (\$50) = \$1012.5</li> <li>• <b>Development Service Director's Time</b>            1 hour on average per application submittal = \$73</li> </ul>
13	<b>MMD Zoning Clearance Applicant Appeal</b>	\$1,000.00	Development Services/add (\$1,000 deposit (billed at staff time only and costs for public noticing))
13	<b>Planned Development Permit Modification</b>	\$525.00	\$1,000.00 Development Services
	Time Extension (PC/CC Review)	\$350.00	\$500.00 Development Services
15	<b>Administration Fees</b>		
	Plan Review Resubmittal (Third or subsequent time)		50% of Original Fee

# Attachment A

	Re-inspection (Third or subsequent time)		50% of Original Fee	Fire/add
	Work Without Permits		50% plus Original Fee	Fire/add
	Expedite Plan Review		50% plus Original Fee	Fire/add
	Appeal of Fire Code Requirements		\$106/hr due prior to appeal hearing	Fire/add
	Technical Report Review		\$212.00	Fire/add
	After Hour Inspection	\$96/per hour	\$38/hr due prior to inspection	Fire/add
	Maintenance Inspection for third and subsequent		\$38 per inspection (3 or more)	Fire/add
	Business License Inspection	\$30.00	\$38.00	Fire/add
	Planning and Zoning Clearance		\$95/hour	Fire/add
15	<b>New Construction Projects Fire Department Plan Review</b>			
	Single Family Residence	\$65.00	\$57.00	Fire
	Commercial, Industrial, Multi-Family			
	0-10,000 Square Feet	\$275.00	\$118.00	Fire/change from single fee to fees based on square footage.
	10,001 - 50,000 Square Feet	\$275.00	\$177.00	
	50,001 - 100,000 Square Feet	\$275.00	\$236.00	
	For each 50,000 Square Feet Above 100,000	\$275.00	\$118.00	
15	<b>Tenant Improvements Fire Department Plan Review</b>			
	<i>Commercial, Industrial, Multi-Family</i>			
	0-10,000 Square Feet	\$80.00	\$59.00	Fire/change from single fee to fees based on square footage.
	10,001 - 50,000 Square Feet	\$80.00	\$118.00	
	50,001 - 100,000 Square Feet	\$80.00	\$177.00	
	For each 50,000 Square Feet Above 100,000	\$80.00	\$118.00	
15	<b>NFPA 13 Fire Sprinkler Systems</b>			
	<i>Commercial and Industrial Buildings</i>			
	0-10,000 Square Feet	\$110.00	\$118.00	

# Attachment A

	10,001 - 50,000 Square Feet	\$110.00	\$177.00	Fire/change from single fee to fees based on square footage.
	50,001 - 100,000 Square Feet	\$110.00	\$236.00	
	For each 50,000 Square Feet Above 100,000	\$110.00	\$118.00	
15	<b>NFPA 13R and 13D Fire Sprinkler Systems</b>			
	<i>Multi-Family and Single Family</i>			
	0-10,000 Square Feet	\$110.00	\$59.00	Fire/change from single fee to fees based on square footage.
	10,001 - 50,000 Square Feet	\$110.00	\$118.00	
	50,001 - 100,000 Square Feet	\$110.00	\$177.00	
	For each 50,000 Square Feet Above 100,000	\$110.00	\$118.00	
15	<b>NFPA 13/13R Fire Sprinkler System Tenant Improvement</b>			
	Minor less than 15 fire sprinkler heads	\$110.00	\$59.00	Fire/change from single fee to fees based on the number of sprinkler heads.
	Major 16 to 30 fire sprinkler heads	\$110.00	\$118.00	
	Above 30 fire sprinkler heads charged as NFPA 13 Fire Sprinkler System	\$110.00	See NFPA 13/13R Fees above	
15	<b>NFPA 14 Standpipe Systems</b>			
	<i>Commercial, Industrial, and Multi-Family</i>			
	0-10,000 Square Feet	Consultant Costs	\$118.00	Fire/change from consultant costs to fees based on square footage.
	10,001 - 50,000 Square Feet	Consultant Costs	\$177.00	
	50,001 - 100,000 Square Feet	Consultant Costs	\$236.00	
	For each 50,000 Square Feet Above 100,000	Consultant Costs	\$118.00	
15	<b>NFPA 20 Fire Pumps</b>			
	0-10,000 Square Feet	Consultant Costs	\$118.00	Fire/change from consultant costs to fees based on square footage.
	10,001 - 50,000 Square Feet	Consultant Costs	\$177.00	
	50,001 - 100,000 Square Feet	Consultant Costs	\$236.00	
	For each 50,000 Square Feet Above 100,000	Consultant Costs	\$118.00	
16	<b>NFPA 24/13 Underground Fire Service Mains</b>			
	<i>Commercial, Industrial, Multi-Family</i>			
	0-10,000 Square Feet	\$130.00	\$118.00	
	10,001 - 50,000 Square Feet	\$130.00	\$177.00	

# Attachment A

	50,001 - 100,000 Square Feet	\$130.00	\$236.00	Fire/change from single fee to fees based on square footage.
	For each 50,000 Square Feet Above 100,000	\$130.00	\$118.00	
16	<b>NFPA 72 Fire Alarm System</b> <i>Commercial, Industrial, Multi-Family</i>			
	0-10,000 Square Feet	\$110.00	\$177.00	Fire/change from single fee to fees based on square footage.
	10,001 - 50,000 Square Feet	\$110.00	\$236.00	
	50,001 - 100,000 Square Feet	\$110.00	\$295.00	
	For each 50,000 Square Feet Above 100,000	\$110.00	\$118.00	
16	<b>NFPA 72 Fire Alarm Tenant Improvement</b> <i>Commercial, Industrial, Multi-Family</i>			
	Minor less than 15 fire alarm appliances	\$110.00	\$118.00	Fire/change from single fee to fees based on fire alarm appliances.
	Major 16 to 30 fire alarm appliances	\$110.00	\$177.00	
	Above 30 fire alarm appliances charged as NFPA 72 FA System	\$110.00	See NFPA 72 charges above	
16	<b>NFPA 96/17 Fixed Fire Suppression System</b>			
	Fixed Fire Suppression System	\$150.00	\$118.00	Fire/change from single fee to fees based on type of fixed suppression system.
	Other Specialty Fixed Suppression System (FM, etc.)	\$150.00	\$118.00	
	Tenant Improvement of Fixed Fire Suppression Systems	\$130.00	\$59.00	
16	<b>Smoke Removal System</b>			
	0-10,000 Square Feet	Consultant Costs	\$177.00	Fire/change from single fee to fees based on square footage.
	10,001 - 50,000 Square Feet	Consultant Costs	\$236.00	
	50,001 - 100,000 Square Feet	Consultant Costs	\$354.00	
	For each 50,000 Square Feet Above 100,000	Consultant Costs	\$118.00	
16	<b>Flammable and Combustible Liquids &amp; Hazardous Materials</b>			
	Underground Storage Tank Installation	\$135.00	\$118.00	Fire/changed from multiple fees to single fee regardless of placement of storage tank.
	Aboveground Storage Tank Installation		\$118.00	
	Removal of Underground or Aboveground Storage Tanks	\$110.00	\$118.00	
	Pipeline and Appurtenances	\$140.00	\$118.00	

# Attachment A

	Hazardous Materials Management Plan		\$118.00	Fire/add
16	<b>Solar PV Systems</b>			
	Residential	\$65.00	\$59.00	Fire
	Commercial	\$275.00	\$118.00	Fire
	<b>Fire Department Inspection Fees (Required at time of Plan Submission)</b>			
16	<b>New Construction Projects</b>			
16	<b><i>Commercial, Industrial, Multi-Family</i></b>			
	0-10,000 Square Feet	\$110- \$250	\$226.00	Fire/modified from gen Associate Planner terminology (small, medium, large) to specific square footage.
	10,001 - 50,000 Square Feet	\$110- \$250	\$339.00	
	50,001 - 100,000 Square Feet	\$110- \$250	\$452.00	
	For each 50,000 Square Feet Above 100,000	\$110- \$250	\$226.00	
16	<b>Tenant Improvements</b>			
	<b><i>Commercial, Industrial, Multi-Family</i></b>			
	0-10,000 Square Feet	\$110- \$250	\$118.00	Fire/modified from gen Associate Planner terminology (small, medium, large) to specific square footage.
	10,001 - 50,000 Square Feet	\$110- \$250	\$177.00	
	50,001 - 100,000 Square Feet	\$110- \$250	\$295.00	
	For each 50,000 Square Feet Above 100,000	\$110- \$250	\$118.00	
16	<b>NFPA 13 Fire Sprinkler Systems</b>			
	<b><i>Commercial and Industrial Buildings</i></b>			
	0-10,000 Square Feet	\$110.00	\$156.00	Fire/change from single fee to fees based on square footage.
	10,001 - 50,000 Square Feet	\$110.00	\$234.00	
	50,001 - 100,000 Square Feet	\$110.00	\$312.00	
	For each 50,000 Square Feet Above 100,000	\$110.00	\$156.00	
17	<b>NFPA 13R and 13D Fire Sprinkler Systems</b>			
	<b><i>Multi-Family and Single Family</i></b>			
	0-10,000 Square Feet	\$55.00	\$118.00	Fire/change from single fee to fees based on square footage.
	10,001 - 50,000 Square Feet	\$55.00	\$177.00	
	50,001 - 100,000 Square Feet	\$55.00	\$236.00	
	For each 50,000 Square Feet Above 100,000	\$55.00	\$118.00	

# Attachment A

<b>17 NFPA 13/13R Fire Sprinkler System Tenant Improvement</b>			
Minor less than 15 fire sprinkler heads	\$110.00	\$38.00	Fire/change from single fee to fees based on square footage.
Major 16 to 30 fire sprinkler heads	\$110.00	\$76.00	
Above 30 fire sprinkler heads charged as NFPA 13 FS System	\$110.00	See NFPA 13/13R Fees above	
<b>17 NFPA 14 Standpipe Systems</b>			
<i>Commercial, Industrial, and Multi-Family</i>			
0-10,000 Square Feet	\$85.00	\$118.00	Fire/change from single fee to fees based on square footage.
10,001 - 50,000 Square Feet	\$85.00	\$177.00	
50,001 - 100,000 Square Feet	\$85.00	\$236.00	
For each 50,000 Square Feet Above 100,000	\$85.00	\$118.00	
<b>17 NFPA 20 Fire Pumps</b>			
0-10,000 Square Feet		\$177.00	Fire/add
10,001 - 50,000 Square Feet		\$236.00	Fire/add
50,001 - 100,000 Square Feet		\$354.00	Fire/add
For each 50,000 Square Feet Above 100,000		\$118.00	Fire/add
<b>17 NFPA 24/13 Underground Fire Service Mains</b>			
<i>Commercial, Industrial, Multi-Family</i>			
0-10,000 Square Feet		\$118.00	Fire/add
10,001 - 50,000 Square Feet		\$177.00	Fire/add
50,001 - 100,000 Square Feet		\$236.00	Fire/add
For each 50,000 Square Feet Above 100,000		\$118.00	Fire/add
<b>17 NFPA 72 Fire Alarm System</b>			
<i>Commercial, Industrial, Multi-Family</i>			
0-10,000 Square Feet	\$110.00	\$156.00	Fire/change from single fee to fees based on square footage.
10,001 - 50,000 Square Feet	\$110.00	\$234.00	
50,001 - 100,000 Square Feet	\$110.00	\$312.00	
For each 50,000 Square Feet Above 100,000	\$110.00	\$156.00	
<b>17 NFPA 72 Fire Alarm Tenant Improvement</b>			
<i>Commercial, Industrial, Multi-Family</i>			
Minor less than 15 fire alarm appliances	\$110.00	\$118.00	Fire/change from single fee to fees based on fire alarm appliances.
Major 16 to 30 fire alarm appliances	\$110.00	\$156.00	

# Attachment A

	Above 30 fire alarm appliances charged as NFPA 72 FA System			See NFPA 72 Inspection Fees
17	<b>NFPA 96/17 Fixed Fire Suppression System</b>			
	Fixed Fire Suppression System	\$70.00	\$118.00	Fire/change from single fee to fees based on type of fixed suppression system.
	Other Specialty Fixed Suppression System (FM, etc.)	\$70.00	\$118.00	
	Tenant Improvement of Fixed Fire Suppression Systems	\$70.00	\$38.00	
17	<b>Smoke Removal System</b>			
	0-10,000 Square Feet		\$177.00	Fire/add
	10,001 - 50,000 Square Feet		\$236.00	Fire/add
	50,001 - 100,000 Square Feet		\$354.00	Fire/add
	For each 50,000 Square Feet Above 100,000		\$118.00	Fire/add
17	<b>Flammable and Combustible Liquids &amp; Hazardous Materials</b>			
	Underground Storage Tank Installation	\$135.00	\$76 per tank	Fire/changed from multiple fees to single fee regardless of placement of storage tank.
	Aboveground Storage Tank Installation		\$76 per tank	
	Removal of Underground or Aboveground Storage Tanks	\$110.00	\$95 per tank	
	Pipeline and Appurtenances	\$110.00	\$95 per tank	
	Hazardous Materials Management Plan Review	No previous fee	\$76.00	Fire/add
17	<b>Solar PV Systems - Commercial</b>	No previous fee	\$76.00	Fire/add
18	<b>Miscellaneous Inspection Fees</b>			
	<b>Apartment Building (State Law Health &amp; Safety Code 13146[f])</b>			
	1-14 Units	\$80.00	\$76.00	Fire
	15-50 Units	\$110.00	\$95.00	Fire
	51 Units or more	\$165.00	\$114.00	Fire
	Code Compliance Inspection	\$30.00	\$38.00	Fire
	Code Compliance Failure to Comply (Third Inspection or more)	\$110.00	\$76 Per additional inspection	Fire
	Cultivation Inspection		\$285.00	Fire/add
	Dispensary Inspection		\$76.00	Fire/add

# Attachment A

Residential Care Facility Pre-inspection	\$60.00	\$38.00	Fire
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18 **California Fire Code Permits (CFC Section 105.6)**

Aerosol Products	\$55.00	\$76.00	Fire
Carbon Dioxide System used beverage dispensing 100 pounds or more		\$38.00	Fire/add
Battery Systems	\$55.00	\$76.00	Fire
Carnivals and Fairs	\$85.00	\$76 plus standby fees if any	Fire
Combustible Dust-Producing Operations	\$85.00	\$76.00	Fire
Combustible Fibers	\$55.00	\$76.00	Fire
Compressed Gases	\$55.00	\$57.00	Fire
Cryogenic Fluids	\$55.00	\$57.00	Fire
Cutting and Welding	\$55.00	\$38.00	Fire
Dry Cleaning Plants	\$55.00	\$57.00	Fire
Explosives	\$110.00	\$95.00	Fire
Fire Hydrants and Valves		\$38.00	Fire/add
Flammable and Combustible Liquids		\$114.00	
Floor Finishing		\$38.00	
Haunted Houses		\$114 plus standby fees if any	Fire/add
Hazardous Materials	\$165.00	\$152.00	\$165.00
HPM Facilities		\$152.00	Fire/add
High Piled Combustible Storage	\$85.00	\$152.00	Fire
Hot Work Operations	\$55.00	\$38.00	Fire
Industrial Ovens	\$85.00	\$76.00	Fire
Lumber Yards and Wood Working Plants	\$110.00	\$76.00	Fire
Liquid - or Gas-Fueled Vehicles or Equipment in Assembly Buildings	\$55.00	\$38.00	Fire
LP Gas (55-gallons or more)	\$55.00	\$38.00	Fire
Magnesium	\$55.00	\$150.00	Fire
Miscellaneous Combustible Storage		\$100.00	Fire
Motor fuel dispensing facilities	\$85.00	\$76.00	Fire
Open Flames and Torches	\$55.00	\$38.00	Fire
Open Flames and Candles	\$55.00	\$38.00	Fire
Organic Coatings	\$85.00	\$76.00	Fire
Places of Assembly	\$85.00	\$76.00	Fire

## Attachment A

Pyrotechnic Special Effects Material	\$110.00	\$76 plus standby fees if any	Fire
Pyroxylin Plastics	\$85.00	\$76.00	Fire
Refrigeration Equipment	\$110.00	\$76.00	Fire
Repair Garages and Motor Fueling- dispensing Facilities	\$85.00	\$76.00	Fire
Spraying and Dipping	\$85.00	\$114.00	Fire
Storage of Tires and Tire Byproducts	\$110.00	\$114.00	Fire
Temporary Membrane Structures, Tents and Canopies	\$70.00	\$38 per structure, tent, canopy	Fire
Waste Handling	\$110.00	\$114.00	Fire
Wood Products	\$110.00	\$76.00	Fire
 <b>19 COST RECOVERY FEES</b>			
Duty Chief	\$94.00	\$54.54	Fire
Deposition/Interview	\$96.00	\$40.49 to \$268.54 per hour	Fire
Engine Company	\$155.00	\$223.00	Fire
			This charge includes 1 each of the following fully burdened employees: Fire Captain @ \$50.16 per hour Fire Engineer @ \$41.86 per hour Firefighter Paramedic @ \$40.19 per hour <b>Additional Costs:</b> \$91.00 per hour for the Fire Engine State of California for a Type 1, 1500 gallons per minute fire engine \$65.00 dispatch fee for each incident
Incident Dispatch Fee	\$50.00	\$61.00	Fire
 <b>21 APPENDIX A - HOURLY RATES</b>			
Assistant City Engineer <sup>1</sup>	\$41.00	\$44.00	
Assistant Planner <sup>1</sup>		\$47.00	Add
Associate Civil Engineer <sup>1</sup>	\$60.00	\$59.00	
Associate Planner <sup>1</sup>		\$50.00	Add

# Attachment A

Building Permit Technician (EsGil Corporation) <sup>1</sup>		\$72.00	Add
City Engineer <sup>1</sup>	\$75.00	\$76.00	
Code Enforcement Officer/Water Quality Inspector <sup>1</sup>	\$41.00	\$43.00	
Crime Prevention Specialist (County of San Diego) <sup>1</sup>	\$34.00	\$48.00	
Development Services Director <sup>1</sup>	\$79.00	\$73.00	
Engineering Inspector <sup>1</sup>	\$43.00	\$45.00	
Engineering Tech III <sup>1</sup>	\$43.00	\$45.00	
Fire Inspectors <sup>1</sup>	\$34.00	\$38.00	
Fire Marshal <sup>1</sup>		\$95.00	Add
Interim City Engineer (Rick Engineering) <sup>1,2</sup>		\$210.00	Add
Management Analyst <sup>1</sup>	\$47.00	\$50.00	
Public Works Director/ACM <sup>1</sup>	\$77.00	\$90.00	

1) Rates are increased by a factor of 1.5 for overtime, holiday, and weekend assignments (applies to expedited permit processing).

2) Based on contract

## Conclusion:

Staff recommends that the City Council conducts a public hearing and adopts a resolution (**Attachment B**) approving the Master Fee Schedule for FY 2017-2018.

# Attachment B

RESOLUTION NO. 2017- \_\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA  
UPDATING THE CITY OF LEMON GROVE MASTER FEE SCHEDULE  
FOR FISCAL YEAR 2017-2018**

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**WHEREAS**, the City of Lemon Grove Master Fee Schedule was first adopted by Resolution No. 2599 on January 3, 2006; and

**WHEREAS**, most fees listed in the Master Fee Schedule represent reimbursement for costs reasonably borne by the City in providing direct services to individuals or groups rather than to the general populace of Lemon Grove; and

**WHEREAS**, in order for the City to continue providing services, it is necessary for the City to recover the costs of providing such services; and

**WHEREAS**, in order to meet cost recovery objectives, the adopted Master Fee Schedule update process occurs during the adoption of the budget or when fee updates are deemed necessary in order to receive appropriate reimbursement; and

**WHEREAS**, the proposed fee increases do not exceed the reasonable amount required to provide the service for which the fee or service charge is levied and will not exceed the cost of providing the services; and

**WHEREAS**, the proposed Building Fees, Engineering Fees and the Planning Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (3) & (6); and

**WHEREAS**, the Fire Department Plan Check Fees, Inspection Fees and Cost Recovery Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (3) & (6); and

**WHEREAS**, the Annual Fire Code Permit Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2) & (3); and

**WHEREAS**, the General Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (3), (5), (6) & (7); and

**WHEREAS**, the Law Enforcement Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (2), (3) & (5); and

**WHEREAS**, the Facilities and Program Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (4) & (5); and

**WHEREAS**, the Sanitation Fees are valid and in compliance with California Constitution Article XIII C, subd. (e) (1), (2), (3), (5), (6) & (7); and

**WHEREAS**, Government Code Section 66016(a) requires that a public hearing be held prior to adoption of any new or increases to any existing fees; and

**WHEREAS**, a public hearing was duly noticed 14 days prior to the public hearing and the public hearing was held by the City Council on August 1, 2017; and

**WHEREAS**, updated fees adopted herein will be effective 60 days after adoption; and

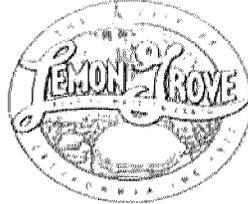
# Attachment B

**WHEREAS**, it is in the best interest of the City and its residents to update the Master Fee Schedule for Fiscal Year 2017-2018.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California hereby approves amendments (**Exhibit 1**) to the City of Lemon Grove Master Fee Schedule for Fiscal Year 2017-2018.

/////  
/////

**CITY OF LEMON GROVE  
MASTER FEE  
SCHEDULE**



**Fiscal Year 2017-2018**

***Annual Update  
Process***

*In order to maintain User Fee Cost Recovery Objectives, the City Council of  
the*

*City of Lemon Grove has adopted the following annual update  
process:*

- 1. Fees shall be analyzed annually as part of the City budget process  
and may be updated at the discretion of the City Council.*
- 2. During the fiscal year, if the need arises, the City Council may adjust  
fees.*

*Changes to the Annual Update Process shall be made by action of the City  
Council.*

# Attachment B – Exhibit 1

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## Attachment B – Exhibit

**BUSINESS LICENSE/PERMIT & REGULATORY**

Description		Comments
<b>BUSINESS LICENSE/PERMIT</b>		
Processing Fee	\$30 00	all businesses
SB 1186	\$1 00	Remit 30% to the State/Retain 70%
Late Fee		
If paid in February	25%	of Business License/Permit Tax
If paid after February	100%	of Business License/Permit Tax
<b>Base Fee/Tax -- by Type of Business</b>		
General - Fixed Location in City	\$15 00 +	\$2 00 per employee (max \$100 00)
Apartment (minimum fee \$10.00)	\$3 00	per unit
<b>Out-of-City</b>		
Contractors, wholesalers	\$15 00 +	\$2 00 per employee (max \$100 00)
Other Services	\$40 00 +	\$2 00 per employee (max \$100 00)
Retail Route Deliveries	\$40 00	per vehicle
Amusement/Mechanical/Music	\$25 00	each machine
Auction	\$150 00	
Auctioneer	\$75 00	
Billboard Advertising	\$100 00 +	\$10 00 per billboard if more than two
Bowling Alley	\$15 00 +	\$10 00 per lane
Circus/Carnival	\$250 00	
Coin-operated Vending Machines	\$25 00 +	\$2 00 per machine
Ice Cream Carts/Wagons/Food Vending Vehicles	\$200 00	per vehicle
Pawnbrokers	\$100 00	
<b>Peddlers, Solicitors, Transient Merchants</b>		
Fixed Location on Tax Roll	\$10 00	
No Fixed Location on Tax Roll	\$15 00	
Pool Rooms, Billiards	\$15 00 +	\$10 00 per table
Professionals	\$25 00 +	\$2 00 per employee (max. \$100 00)
Real Estate Broker	\$15 00 +	\$10 00 per salesperson
Shooting Galleries/Arcade/Amusement Center	\$100 00	
<b>Taxi Cabs/Vehicles for Hire</b>		
In-City	\$50 00	
Out-of-City	\$100 00	
Trailer Park	\$15 00 +	\$2 00 per space
<b>REGULATORY PERMITS</b>		
Adult Entertainment Establishment	\$110 00	Annual
Alarm Permit (one time fee)	\$75 00	
<b>Penalty Fees</b>		
Third False Alarm (6 month period)	\$50 00	
Fourth False Alarm (6 month period)	\$100 00	
Fifth False Alarm (6 month period)	\$150 00	
Each Additional False Alarm (6 month period)	\$200 00	
Bingo	\$50 00	
<b>Entertainers</b>		
January	\$30 00	Annual
February	\$30 00	
March	\$30 00	
April	\$30 00	
May	\$27 50	
June	\$25 00	
July	\$22 50	
August	\$20 00	
September	\$17 50	
October	\$15 00	
November	\$12 50	
December	\$10 00	
Renewal	\$30 00	
Fortunetelling & Related Occupations	\$500 00 +	\$5,000 surety bond
<b>Massage Technician</b>		
Initial	\$130 00	
Renewal	\$35 00	
Massage Establishment	\$290 00	
<b>Peep Show Establishment</b>		
Investigation	\$120 00	semi-annual fee
Peep Show -Per Device	\$35 00	semi-annual fee
Second Hand Dealer/Pawn Broker	\$130 00	annual
Solicitor's Permit	\$30 00	initial
Renewal	\$20 00	

# Attachment B – Exhibit 1

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## DEVELOPMENT SERVICES - BUILDING

Description	Fee	Comments
Permit Issuance Fee (for all permits)	\$44 10	per permit
<b>Building Permit Fee (based on total valuation*)</b>		
\$1 00 to \$500 00	\$27 56	
\$501 00 to \$2000 00	\$27 56	for the first \$500 00 plus \$3 36 for each additional \$100, or fraction thereof
\$2001 00 to \$25,000 00	\$80 48	for the first \$2,000 00 plus \$15 44 for each additional \$1,000 00 or fraction thereof
\$25,001 00 to \$50,000	\$453 24	for the first 25,000.00 plus \$11 13 for each additional \$1,000 00, or fraction thereof
\$50,001 00 to \$100,000 00	\$745 41	for the first \$50,000 00 plus \$7.72 for each additional \$1,000.00 or fraction thereof
\$100,001 00 to \$500,000 00	\$1,149 91	for the first \$100,000 00 plus \$6.17 for each additional \$1,000 00 or fraction thereof
\$500,001 00 to \$1,000,000 00	\$3,743 65	for the first \$500,000 00 plus \$5 25 for each additional \$1,000 00 or fraction thereof
\$1,000,000 00 and up	\$6,499 90	for the first \$1,000,000.00 plus \$3 47 for each additional \$1,000 00 or fraction thereof
Individual Plumbing Permit	\$143 33	
Individual Electrical Permit	\$143.33	
Individual Mechanical Permit	\$143 33	
Water Heater Permit	\$66 15	
<b>In Combination With Building Permit</b>		
Plumbing Permit	10.50% of Building Permit Fee	
Electrical Permit	10 50% of Building Permit Fee	
Mechanical Permit	10 50% of Building Permit Fee	
Energy Surcharge Fee	15 75% of Building Permit Fee	
Disabled Access Surcharge Fee	10 50% of Building Permit Fee	
Green Code Inspection - all additions	\$41 50	
Green Code Inspection - all buildings	\$124 50	
<i>(Disabled Access fee applies to new Commercial, Industrial, Assembly, Educational and Multi-Family type projects required by State Building Code)</i>		
<b>Plan Check Fee</b>	89 25% of Building Permit Fee	
Residential sub-divisions or tract developments with production units that are duplicates of model units	31 50% of Building Permit Fee	
Green Code Plan Check - all additions	\$45 00	
Green Code Plan Check - all new buildings	\$135 00	
<b>Miscellaneous</b>		
Landscape Plans	\$150	Deposit
Storm Water Management Surcharge	5% of Total Permit and Plan Check Fees	
Transportation Uniform Mitigation Fee	\$2,404 14	Per new residential housing unit
<i>(AKA Regional Transportation Improvement Plan - RTCIP)</i>		
<b>Construction and Debris Diversion Deposits</b>		
Roof Tear-offs	\$100 00	
Small < 2,500 sf	\$500 00	
Small > 2,500 < 10,000 sf	25/sq	
Large ≥ 10,000 sf	\$0 25/sf, \$3,500 min	

**NOTES:**

- 1 A Building Permit shall include only a single issuance fee if the permit has a combination of activities [i.e. Building/ Plumbing/ Electrical/ Mechanical]
- 2 Expedited processing is only available for unusual circumstances when requested by the applicant and as deemed appropriate by City Staff. Charges for expedited services shall be determined by using an hourly rate of two times the current hourly rate as established by EsGil Corporation - Appendix A.
- 3 Projects requiring additional inspections, additional re-inspections or plan check for revised or deferred items, shall pay a fee determined by using the current hourly rate as established by EsGil Corporation - Appendix A.
- 4 Plan check fees for residential sub-division or tract development projects may have production units that are duplicates of the model units reduced to 30% of the permit fee.

\*The contract price of the work being done the architect's estimate or the valuation using the current City-adopted valuation tables of the San Diego Chapter of the ICC and the area of the proposed construction or work being proposed

\*\*Effective 8/16/09

# Attachment B – Exhibit 1

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**Building Valuation Tables**  
**San Diego Area Chapter International Code Council**

Occupancy	Use	Type of Construction	2011-2018
R-2	Apartment Houses	*Type I or I B.	\$ 152.13
	Apartment Houses	Type V or III (Masonry)	\$ 124.21
	Apartment Houses	Type V Wood Frame	\$ 114.45
	Apartment Houses	Type I Basement Garage	\$ 53.04
B	Banks	Type I or I B.	\$ 206.56
	Banks	Type II A	\$ 152.13
	Banks	Type II B	\$ 147.94
	Banks	Type III A	\$ 167.48
	Banks	Type III B	\$ 161.90
	Banks	Type V A	\$ 152.13
	Banks	Type V B	\$ 146.55
	B	Car Washes	Type III A
Car Washes		Type III B	\$ 93.51
Car Washes		Type V A	\$ 83.74
Car Washes		Type V B	\$ 78.16
A-3	Churches	Type I or I B.	\$ 138.17
	Churches	Type II A	\$ 104.68
	Churches	Type II B	\$ 99.09
	Churches	Type III A	\$ 113.05
	Churches	Type III B	\$ 107.47
	Churches	Type V A	\$ 106.07
	Churches	Type V B	\$ 99.09
I-2	Convalescent Hospitals	Type I or I B.	\$ 194.00
	Convalescent Hospitals	Type II A	\$ 135.38
	Convalescent Hospitals	Type III A	\$ 138.17
	Convalescent Hospitals	Type V A	\$ 129.80
R- 3	Dwellings ***	Type V Adobe	\$ 170.27
	Dwellings ***	Type V Masonry	\$ 135.38
	Dwellings ***	Type V Wood Frame	\$ 128.40
	Dwellings ***	Basements (semi-finished)	\$ 32.10
	Dwellings ***	Additions - Wood Frame	\$ 153.52
	Dwellings ***	Solariums	\$ 129.80
	Dwellings ***	Cabana - Pool House (Type V)	\$ 120.03
B/R/S	Fire Stations	Type I or I B	\$ 159.11
	Fire Stations	Type II A	\$ 104.68
	Fire Stations	Type II B	\$ 99.09
	Fire Stations	Type III A	\$ 114.45
	Fire Stations	Type III B	\$ 110.26
	Fire Stations	Type V A	\$ 107.47
	Fire Stations	Type V B	\$ 101.88
A-3	Fitness Centers	<i>Same values as Office Buildings</i>	\$
I-2	Hospitals	Type I A or I B.	\$ 227.49
	Hospitals	Type III A	\$ 188.42
	Hospitals	Type V A	\$ 180.04
R-1	Hotels & Motels	Type I A or I B	\$ 140.96
	Hotels & Motels	Type III A	\$ 122.82
	Hotels & Motels	Type III B	\$ 115.84
	Hotels & Motels	Type V A	\$ 106.07
	Hotels & Motels	Type V B	\$ 104.68

\*No change from FY11-12 amounts

# Attachment B – Exhibit 1

Occupancy	Use	Type of Construction	2011-2018
F	Industrial Plants	Type I A or I B	\$ 79.55
	Industrial Plants	Type II A	\$ 55.83
	Industrial Plants	Type II B (Stock)	\$ 51.64
	Industrial Plants	Type III A	\$ 61.41
	Industrial Plants	Type III B	\$ 57.22
	Industrial Plants	Tilt-up	\$ 41.87
	Industrial Plants	Type V A	\$ 57.22
	Industrial Plants	Type V B	\$ 53.04
B	Medical Offices	Type I A or I B.	\$ 167.48
	Medical Offices	Type II A	\$ 128.40
	Medical Offices	Type II B	\$ 122.82
	Medical Offices	Type III A	\$ 139.57
	Medical Offices	Type III B	\$ 129.80
	Medical Offices	Type V A	\$ 125.61
	Medical Offices	Type V B	\$ 121.42
B	Offices	*Type I or I B.	\$ 149.34
	Offices	Type II A	\$ 100.49
	Offices	Type II B	\$ 94.91
	Offices	Type III A	\$ 107.47
	Offices	Type III B	\$ 103.28
	Offices	Type V A	\$ 100.49
	Offices	Type V B	\$ 94.91
U	Private Garages	Wood Frame - Finished	\$ 33.50
	Private Garages	Wood Frame - Unfinished	\$ 33.50
	Private Garages	Masonry	\$ 39.08
	Private Garages	Open Carports	\$ 23.73
B	Public Buildings	*Type I or I B.	\$ 171.67
	Public Buildings	Type II A	\$ 139.57
	Public Buildings	Type II B	\$ 133.98
	Public Buildings	Type III A	\$ 145.15
	Public Buildings	Type III B	\$ 139.57
	Public Buildings	Type V A	\$ 132.59
	Public Buildings	Type V B	\$ 128.40
S-2	Public Garages	*Type I or I B	\$ 68.39
	Public Garages	*Type I or II Open Parking	\$ 51.64
	Public Garages	Type II B	\$ 39.08
	Public Garages	Type III A	\$ 51.64
	Public Garages	Type III B	\$ 46.06
	Public Garages	Type V A	\$ 47.45
A-2	Restaurants	Type III A	\$ 136.78
	Restaurants	Type III B	\$ 131.19
	Restaurants	Type V A	\$ 124.21
	Restaurants	Type V B	\$ 120.03
E	Schools	Type I or I B.	\$ 154.92
	Schools	Type II A	\$ 106.07
	Schools	Type III A	\$ 113.05
	Schools	Type III B	\$ 108.86
	Schools	Type V A	\$ 106.07
	Schools	Type V B	\$ 101.88

\*No change from FY11-12 amounts

Occupancy	Use	Type of Construction	2011-2018
M	Service Stations	Type II B	\$ 93.51
	Service Stations	Type III A	\$ 97.70
	Service Stations	Type V A	\$ 83.74
	Service Stations	Pump Island Canopies	\$ 39.08
M	Stores	*Type I or I B.	\$ 114.45
	Stores	Type II A	\$ 69.78
	Stores	Type II B	\$ 68.39
	Stores	Type III A	\$ 85.14
	Stores	Type III B	\$ 80.95
	Stores	Type V A	\$ 72.57
	Stores	Type V B	\$ 66.99
	Stores	Retail Garden Center (Type V B)	\$ 55.52
A-1	Theatres	Type I or I B.	\$ 153.52
	Theatres	Type III A	\$ 111.65
	Theatres	Type III B	\$ 106.07
	Theatres	Type V A	\$ 104.68
S	Theatres	Type V B	\$ 99.09
	Warehouses **	Type I or I B	\$ 68.39
	Warehouses **	Type II A	\$ 40.47
	Warehouses **	Type II B	\$ 39.08
	Warehouses **	Type III A	\$ 46.06
	Warehouses **	Type III B	\$ 44.66
	Warehouses **	Type V A	\$ 40.47
	Warehouses **	Type V B	\$ 39.08

NOTE:

1. Add 0.5 percent to the total cost for each story over three
2. Deduct 11 percent for mini-warehouse
3. For subdivisions with 10 or more single family dwellings which have plan check and building permit issuances in groups of 10 or more, the valuation or the plan check and building permit fees may be increased by 10 percent.

**MISCELLANEOUS**

Agricultural Building		\$ 23.73
Aluminum Siding		\$ 6.98
		\$4,494.06
Antennas	Radio over 30 ft. high	\$5,464.06
Antennas	Dish, 10 ft. dia.w/decoder	\$ 26.52
Awning or Canopy (supported by building)	Aluminum	\$ -
Awning or Canopy (supported by building)	Canvas	\$ 11.17
Balcony		\$ -
Decks (wood)		\$ 18.14
Demolition of Building		\$ 18.14
		\$ 5.58
		\$ 2.79
		\$ 6.98
Fence or Freestanding Wall	Wood or Chain Link	\$ 2.79
Fence or Freestanding Wall	Wood Frame with Stucco	\$ 11.17
Fence or Freestanding Wall	Wire	\$ 6.98
Fence or Freestanding Wall	Masonry	
Fence or Freestanding Wall	Wrought Iron	

\*No change from FY11-12 amounts

# Attachment B – Exhibit 1

Occupancy	Use	Type of Construction	2011-2018
	Foundation Only (25% of value of whole building). Remainder of building will be valued at 75% of the building		\$ -
	Greenhouse		\$ 6.98
	Manufactured Housing (25% of value of "site built" house)		\$ 30.70
	Mobile Home		\$ -
	Patio	Wood Frame with Cover	\$ 30.70
	Patio	Metal Frame with Cover	\$ 11.17
	Patio	Wood Frame Cover & Walls	\$ 13.96
	Patio	Metal Frame Cover & Walls	\$ 15.35
	Patio	Screen or Plastic Walls	\$ 18.14
	Plastering	Inside	\$ 4.19
	Plastering	Outside	\$ 4.19
	Retaining Wall	Concrete or Masonry	\$ 22.33
	Reroofing (1 square = 100 square feet)	Built-up	\$ 170.27
	Reroofing (1 square = 100 square feet)	Composition Shingles	\$ 159.11
	Reroofing (1 square = 100 square feet)	Fiberglass Shingles	\$ 159.11
	Reroofing (1 square = 100 square feet)	Asbestos Cement Shingles	\$ 378.23
	Reroofing (1 square = 100 square feet)	Wood Shingles (Class C min)	\$ 378.23
	Reroofing (1 square = 100 square feet)	Wood Shakes (Class C min)	\$ 378.23
	Reroofing (1 square = 100 square feet)	Aluminum Shingles	\$ 570.83
	Reroofing (1 square = 100 square feet)	Clay Tile	\$ 478.72
	Reroofing (1 square = 100 square feet)	Concrete Tile	\$ 404.74
	Roof Structure Replacement		\$ 18.14
	Saunas (Steam)		\$11,217.02
	Spa or Hot Tub ("Jacuzzi@")		\$9,203.06
	Stairs		\$ 18.14
	Stone and Brick Veneer		\$ 11.17
	Storage Racks	per CF	\$ 1.40
	Swimming Pool (per sf surface area)	Vinyl-lined	\$ 43.27
	Swimming Pool (per sf surface area)	Gunite	\$ 47.45
	Swimming Pool (per sf surface area)	Fiberglass	\$ 51.64
Tenant Improvements		Medical offices, restaurants, hazardous 'h' occupancies	58.62
Tenant Improvements		Other such as stores & offices	42.15

\*No change from FY11-12 amounts

Occupancy	Use	General Additions and Modified Construction	2011-2018
	Fire Sprinkler System		3.63
	Air Conditioning-Commercial		5.86
	Air Conditioning-Residential		4.88
	Fireplace-Concrete or masonry		4,494.06
	Fireplace-prefabricated metal		3,055.13
	Pile Foundations	Cast-in-place concrete piles	29.31
	Pile Foundations	Steel piles	72.57
<b>Alterations to Existing Structures</b>			
<i>(with no additional Floor Area or Roof Cover)</i>			
	Interior Partition		\$ 66.99
			\$ 20.94
	Install Windows or Sliding Glass Doors		\$ 19.54
	Close Exterior Wall Opening		
<b>Shell Buildings</b>			
B	Banks	*Type I or I B.	\$ 165.25
	Banks	Type II A	\$ 121.70
	Banks	Type II B	\$ 118.35
	Banks	Type III A	\$ 133.98
	Banks	Type III B	\$ 129.52
	Banks	Type V A	\$ 121.70
	Banks	Type V B	\$ 117.24
B	Medical Offices	*Type I or I B.	\$ 133.98
	Medical Offices	Type II A	\$ 102.72
	Medical Offices	Type II B	\$ 98.26
	Medical Offices	Type III A	\$ 111.65
	Medical Offices	Type III B	\$ 103.84
	Medical Offices	Type V A	\$ 100.49
	Medical Offices	Type V B	\$ 97.14
B	Offices	*Type I or I B.	\$ 119.47
	Offices	Type II A	\$ 80.39
	Offices	Type II B	\$ 75.92
	Offices	Type III A	\$ 85.97
	Offices	Type III B	\$ 82.62
	Offices	Type V A	\$ 80.39
	Offices	Type V B	\$ 75.92
A-2	Restaurants	Type III A	\$ 109.42
	Restaurants	Type III B	\$ 104.95
	Restaurants	Type V A	\$ 99.37
	Restaurants	Type V B	\$ 96.02
	Stores	*Type I or I B.	\$ 91.56
	Stores	Type II A	\$ 55.83
	Stores	Type II B	\$ 54.71
	Stores	Type III A	\$ 68.11
	Stores	Type III B	\$ 64.76
	Stores	Type V A	\$ 58.06
	Stores	Type V B	\$ 53.59

\*No change from FY11-12 amounts

# Attachment B – Exhibit 1

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**PUBLIC WORKS - ENGINEERING**

Description	Deposit	Comments
<b>Amending Map/Certificate of Correction Document Preparation and/or Recordation</b>	\$ 100 00	See Note 1
<b>Encroachment Permits</b>		
Minor	\$ 350.00	See Note 2
Major	\$ 750 00	See Note 2
Roll-off trash container, event, or maintenance	\$ 50.00	
<b>Grading Permit</b>		
Minor Grading (50 - 150 cu. Yds.)	\$ 2,500.00	
Major Grading (>150 cu. Yds.)	\$ 7,000.00	
Construction Change	\$ 500 00	
<b>Improvement Plan Check - Residential</b>		
1-4 dwelling units	\$ 2,500.00	
5-25 more dwelling units	\$ 7,000.00	
Over 25 dwelling units	\$ 15,000.00	
Construction Change	\$ 500.00	
<b>Improvement Plan Check - Commercial/ Industrial</b>		
Minor	\$ 1,500.00	See Note 3
Major	\$ 2,500 00	See Note 4
Construction Change	\$ 500.00	
<b>Monitoring Well Permit</b>	\$ 200.00	per well
<b>Parcel Map</b>	\$ 3,500.00	
<b>Streets</b>		
Street Opening/Vacation/Quitclaims	\$ 2,000.00	
<b>Street Dedication Plat Map and Legal Description</b>		
Non-Radius	\$235	
Radius	\$275	
<b>Subdivision Map</b>		
5-25 lots	\$ 6,000.00	
more than 25 lots	\$ 12,000.00	
<b>Transportation Permit</b>		
Single Trip or Rider	\$ 16.00	See Note 7
Annual	\$ 90.00	
<b>Water Quality Document Review</b>	\$ 150.00	

**NOTES:**

1. See Engineering Agreement Check List Bulletin.
2. At the discretion of the City Engineer:  
Minor Encroachment permits shall apply to a single parcel requiring no more than 500 square feet of Right-of-Way (including Traffic Control).  
Major Encroachment permits shall apply to multiple parcels & single parcels requiring more than 500 square feet of Right-of-Way (including Traffic Control).
3. Minor Improvement Plan Check-Com/Ind shall apply to a single parcel requiring no more than 500 square feet of Right-of-Way.
4. Major Improvement Plan Check-Com/Ind shall apply to multiple parcels & single parcels requiring more than 500 sq ft of Right-of-Way.
5. Special Service Charge for each hour (\$50/hour) expended directly on engineering investigations, routing definition, coordination, and control of permit movement for each individual which meets any one of three following criteria:
  - a. Loads in excess of 14 feet wide
  - b. Loads in excess of 135 feet in overall length
  - c. Loads that are of a weight that requires more than a 13-axle, single-vehicle width hauling combination (approximately 370,000 lbs)

# Attachment B – Exhibit 1

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## DEVELOPMENT SERVICES - PLANNING

Description	Fee	Deposit	Comments
Address-new (not associated with TPM/TM)	\$100.00		
Appeal (City Council Interpretation)	\$75.00		
Art (non-commercial messages)	\$35.00		
Bee Keeping	\$35.00		
Boundary Adjustment			
Application		\$1,800.00	Includes Certificate of Compliance
Certificate of Compliance		\$150.00	
Community Housing Conversion Permit		\$2,000.00	
Conditional Use Permit			
Application		\$1,500.00	
Modification		\$785.00	
Time Extension (Staff Review)		\$250.00	
Time Extension (PC/CC Review)		\$500.00	
Document Review/Preparation		\$500.00	
General Plan/Specific Plan Amendment		\$3,000.00	
Landscape Plan Review		\$150.00	
Manuals and Maps			
City of Lemon Grove Master EIR (MEIR)	\$100.00		
Downtown Village Specific Plan	\$45.00		
General Plan	\$65.00		
General Plan Implementation Manual	\$25.00		
General Plan Map	\$2.50		
Housing Element	\$30.00		
Redevelopment Plan	\$10.00		
Zoning Map	\$6.00		
Compact Disc (CD) of a document listed above	\$3.50		
Minor Use Permit			
Application		\$500.00	
Modification		\$300.00	
Time Extension (Staff Review)		\$100.00	
Time Extension (PC/CC Review)		\$500.00	
MMD Code Enforcement Inspection	\$50.00		
MMD Planning Inspection	\$150.00		
MMD Sheriff Inspection	\$90.00		
MMD Zoning Clearance	\$1,090.00		
MMD Zoning Clearance Applicant Appeal		\$1,000.00	
Parkland Fees (in-lieu fee per dwelling unit)			
RL, RL/M zones (or 762.3 s.f.)	\$900.00		
RM, RM/H zones (or 544.5 s.f.)	\$639.00		
DVSP zone	\$639.00		
R/P, CC, GC zones (or 435.6 s.f.)	\$513.00		
Planned Development Permit			
Application		\$2,000.00	
Modification		\$1,000.00	
Time Extension (Staff Review)		\$250.00	
Time Extension (PC/CC Review)		\$500.00	
Pre-Application Review		\$500.00	
Signs (Planning)			
Standard (Wall, Freestanding, Projecting)	\$60.00		per sign
Business Complex		\$100.00	
Business Complex Modification		\$100.00	
Special Event and Temporary	\$20.00		
Substantial Conformance Review (SCR)		\$200.00	
Temporary Use Permits			
Sidewalk Sales	\$50.00	\$250.00	Clean-up deposit - See Note 1
Group Assembly (Carnivals, Fairs, Concerts, Shows, Parades)	\$100.00	\$250.00	Clean-up deposit - See Note 1
Special Events (Christmas tree lots)	\$50.00	\$250.00	Clean-up deposit - See Note 1
Non-Profit (special events)	\$10.00		
Trailer Coach Permit	\$50.00		
Tentative Map (Major Subdivision, 5+ lots)			
Application - base deposit amount		\$4,500.00	
Additional deposit - \$125 per lot (5-25 lots)			
Additional deposit - \$100 per lot (26-50 lots)			
Additional deposit - \$75 per lot (51+lots)			
Revised Map		\$2,000.00	
Time Extension		\$350.00	
Tentative Parcel Map (Minor Subdivision)			
Application		\$3,000.00	
Revised Map		\$1,700.00	
Time Extension		\$350.00	

# Attachment B – Exhibit 1

Variance	\$750 00
Minor Modification	\$100.00
Time Extension	\$350 00
Zoning Amendment/Reclassification	\$1,000 00
Zoning Clearance (ZC) - includes pre-development meetings	\$150 00

**NOTES:**

1. Clean-up deposit may be waived at the discretion of the Development Services Director.
2. The total cost of processing a planning application is based on staff hours spent (rounded to the nearest quarter hour) charged at the weighted rate provided in Appendix A, plus all direct costs
3. Environmental analysis costs will be charged against the deposit
4. Costs for technical studies and/or environmental impact reports are not included and will be borne by the applicant.
5. Fees from other agencies are not included in this schedule
6. Hourly rates adjusted annually - see Appendix A.
7. Direct costs of required public noticing shall be deducted from the application deposit.
8. Non-City Fees (for reference only)
  - a. Helix Water District Capacity and Connection Fees
  - b. School Fees
  - c. Department of Fish & Game Environmental Document Filing Fee
  - d. County Clerk Filing Fee
  - e. Regional Transportation Congestion Improvement Plan (RTCIP) Fees - see building fees
9. Medical Marijuana Dispensary (MMD)

**FIRE**

Description	Comments
<b>Administration Fees</b>	
Plan Review Resubmittal (Third or subsequent time)	50% of Original Fee
Reinspection (Third or subsequent time)	50% of Original Fee
Work Without Permits	50% plus Original Fee
Expedite Plan Review	50% plus Original Fee
Special Event Permit	\$38.00 plus any inspection fees
Third Party Plan Review Fee	Actual Costs
Appeal of Fire Code Requirements	\$106/hr due prior to appeal hearing
Technical Report Review	\$212
After Hour Inspection	\$38/hr due prior to inspection
Maintenance Inspection for third and subsequent	\$38 per inspection (3 or more)
Business License Inspection	\$38
Planning and Zoning Clearance	\$95/hour
Administrative Fines Per General Fee Schedule	See General Fee Schedule
<b>New Construction Projects Fire Department Plan Review</b>	
Single Family Residence	\$57
Commercial, Industrial, Multi-Family	
0-10,000 Square Feet	\$118
10,001 - 50,000 Square Feet	\$177
50,001 - 100,000 Square Feet	\$236
For each 50,000 Square Feet Above 100,000	\$118
<b>Tenant Improvements Fire Department Plan Review</b>	
Commercial, Industrial, Multi-Family	
0-10,000 Square Feet	\$59
10,001 - 50,000 Square Feet	\$118
50,001 - 100,000 Square Feet	\$177
For each 50,000 Square Feet Above 100,000	\$118
<b>NFPA 13 Fire Sprinkler Systems</b>	
Commercial and Industrial Buildings	
0-10,000 Square Feet	\$118
10,001 - 50,000 Square Feet	\$177
50,001 - 100,000 Square Feet	\$236
For each 50,000 Square Feet Above 100,000	\$118
<b>NFPA 13R and 13D Fire Sprinkler Systems</b>	
Multi-Family and Single Family	
0-10,000 Square Feet	\$59
10,001 - 50,000 Square Feet	\$118
50,001 - 100,000 Square Feet	\$177
For each 50,000 Square Feet Above 100,000	\$118
<b>NFPA 13/13R Fire Sprinkler System Tenant Improvement</b>	
Minor less than 15 fire sprinkler heads	\$59
Major 16 to 30 fire sprinkler heads	\$118
Above 30 fire sprinkler heads charged as NFPA 13 Fire Sprinkler System	See NFPA 13/13R Fees above
<b>NFPA 14 Standpipe Systems</b>	
Commercial, Industrial, and Multi-Family	Consultant Costs
0-10,000 Square Feet	\$118
10,001 - 50,000 Square Feet	\$177
50,001 - 100,000 Square Feet	\$236
For each 50,000 Square Feet Above 100,000	\$118
<b>NFPA 20 Fire Pumps</b>	
0-10,000 Square Feet	\$118
10,001 - 50,000 Square Feet	\$177
50,001 - 100,000 Square Feet	\$236
For each 50,000 Square Feet Above 100,000	\$118
	Consultant Costs

# Attachment B – Exhibit 1

## FIRE

Description		Comments
<b>NFPA 24/13 Underground Fire Service Mains</b>		
Commercial, Industrial, Multi-Family		
0-10,000 Square Feet	\$118	
10,001 - 50,000 Square Feet	\$177	
50,001 - 100,000 Square Feet	\$236	
For each 50,000 Square Feet Above 100,000	\$118	
<b>NFPA 72 Fire Alarm System</b>		
Commercial, Industrial, Multi-Family		
0-10,000 Square Feet	\$177	
10,001 - 50,000 Square Feet	\$236	
50,001 - 100,000 Square Feet	\$295	
For each 50,000 Square Feet Above 100,000	\$118	
<b>NFPA 72 Fire Alarm Tenant Improvement</b>		
Commercial, Industrial, Multi-Family		
Minor less than 15 fire alarm appliances	\$118	
Major 16 to 30 fire alarm appliances	\$177	
Above 30 fire alarm appliances charged as NFPA 72 FA System	See NFPA 72 charges above	
<b>NFPA 96/17 Fixed Fire Suppression System</b>		
Fixed Fire Suppression System	\$118	
Other Specialty Fixed Suppression System (FM, etc)	\$118	
Tenant Improvement of Fixed Fire Suppression Systems	\$59	
<b>Smoke Removal System</b>		
0-10,000 Square Feet	\$177	Consultant Costs
10,001 - 50,000 Square Feet	\$236	
50,001 - 100,000 Square Feet	\$354	
For each 50,000 Square Feet Above 100,000	\$118	
<b>Flammable and Combustible Liquids &amp; Hazardous Materials</b>		
Underground Storage Tank Installation	\$118	
Aboveground Storage Tank Installation	\$118	
Removal of Underground or Aboveground Storage Tanks	\$118	
Pipeline and Appurtenances	\$118	
Hazardous Materials Management Plan	\$118	
<b>Solar PV Systems</b>		
Residential	\$59	
Commercial	\$118	
<b>Fire Department Inspection Fees (Required at time of Plan Submission)</b>		
<b>New Construction Projects</b>		
Commercial, Industrial, Multi-Family		
0-10,000 Square Feet	\$226	
10,001 - 50,000 Square Feet	\$339	
50,001 - 100,000 Square Feet	\$452	
For each 50,000 Square Feet Above 100,000	\$226	
<b>Tenant Improvements</b>		
Commercial, Industrial, Multi-Family		
0-10,000 Square Feet	\$118	
10,001 - 50,000 Square Feet	\$177	
50,001 - 100,000 Square Feet	\$295	
For each 50,000 Square Feet Above 100,000	\$118	
<b>NFPA 13 Fire Sprinkler Systems</b>		
Commercial and Industrial Buildings		
0-10,000 Square Feet	\$156	
10,001 - 50,000 Square Feet	\$234	
50,001 - 100,000 Square Feet	\$312	
For each 50,000 Square Feet Above 100,000	\$156	

**FIRE**

Description	Comments
<b>NFPA 13R and 13D Fire Spinkler Systems</b>	
Multi-Family and Single Family	
0-10,000 Square Feet	\$118
10,001 - 50,000 Square Feet	\$177
50,001 - 100,000 Square Feet	\$236
For each 50,000 Square Feet Above 100,000	\$118
<b>NFPA 13/13R Fire Sprinkler System Tenant Improvement</b>	
Minor less than 15 fire sprinkler heads	\$38
Major 16 to 30 fire sprinkler heads	\$76
Above 30 fire sprinkler heads charged as NFPA 13 FS System	See NFPA 13/13R Inspection Fees
<b>NFPA 14 Standpipe Systems</b>	
Commercial, Industrial, and Multi-Family	
0-10,000 Square Feet	\$118
10,001 - 50,000 Square Feet	\$177
50,001 - 100,000 Square Feet	\$236
For each 50,000 Square Feet Above 100,000	\$118
<b>NFPA 20 Fire Pumps</b>	
0-10,000 Square Feet	\$177
10,001 - 50,000 Square Feet	\$236
50,001 - 100,000 Square Feet	\$354
For each 50,000 Square Feet Above 100,000	\$118
<b>NFPA 24/13 Underground Fire Service Mains</b>	
Commercial, Industrial, Multi-Family	
0-10,000 Square Feet	\$118
10,001 - 50,000 Square Feet	\$177
50,001 - 100,000 Square Feet	\$236
For each 50,000 Square Feet Above 100,000	\$118
<b>NFPA 72 Fire Alarm System</b>	
Commercial, Industrial, Multi-Family	
0-10,000 Square Feet	\$156
10,001 - 50,000 Square Feet	\$234
50,001 - 100,000 Square Feet	\$312
For each 50,000 Square Feet Above 100,000	\$156
<b>NFPA 72 Fire Alarm Tenant Improvement</b>	
Commercial, Industrial, Multi-Family	
Minor less than 15 fire alarm appliances	\$118
Major 16 to 30 fire alarm appliances	\$156
Above 30 fire alarm appliances charged as NFPA 72 FA System	See NFPA 72 Inspection Fees
<b>NFPA 96/17 Fixed Fire Suppression System</b>	
Fixed Fire Suppression System	\$118
Other Specialty Fixed Supression System (FM, etc)	\$118
Tenant Improvement of Fixed Fire Suppression Systems	\$38
<b>Smoke Removal System</b>	
0-10,000 Square Feet	\$177
10,001 - 50,000 Square Feet	\$236
50,001 - 100,000 Square Feet	\$354
For each 50,000 Square Feet Above 100,000	\$118
<b>Flammable and Combustible Liquids &amp; Hazardous Materials</b>	
Underground Storage Tank Installation	\$76 per tank
Aboveground Storage Tank Installation	\$76 per tank
Removal of Underground or Aboveground Storage Tanks	\$95 per tank
Pipeline and Appurtenances	\$95 per tank
Hazardous Materials Management Plan Review	\$76
<b>Solar PV Systems - Commercial</b>	\$76

# Attachment B – Exhibit 1

## FIRE

Description	Comments
<b>Miscellaneous Inspection Fees</b>	
Apartment Building (State Law Health & Safety Code 13146[f])	
1-14 Units	\$76
15-50 Units	\$95
51 Units or more	\$114
Code Compliance Inspection	\$38
Code Compliance Failure to Comply (Third Inspection or more)	\$76 Per additional inspection
Cultivation Inspection	\$285
Dispensary Inspection	\$76
Residential Care Facility Preinspection	\$38
<b>California Fire Code Permits (CFC Section 105.6)</b>	
Aerosol Products	\$76
Carbon Dioxide System used beverage dispensing 100 pounds or more	\$38
Battery Systems	\$76
Carnivals and Fairs	\$76 plus standby fees if any
Combustible Dust-Producing Operations	\$76
Combustible Fibers	\$76
Compressed Gases	\$57
Cryogenic Fluids	\$57
Cutting and Welding	\$38
Dry Cleaning Plants	\$57
Explosives	\$95
Fire Hydrants and Valves	\$38
Flammable and Combustible Liquids	\$114
Floor Finishing	\$38
Fumigation and Thermal Insecticidal Fogging	No charge, notification required
Haunted Houses	\$114 plus standby fees if any
Hazardous Materials	\$152
HPM Facilities	\$152
High Piled Combustible Storage	\$152
Hot Work Operations	\$38
Industrial Ovens	\$76
Lumber Yards and Wood Working Plants	\$76
Liquid - or Gas-Fueled Vehicles or Equipment in Assembly Buildings	\$38
LP Gas (55-gallons or more)	\$38
Magnesium	\$150
Miscellaneous Combustible Storage	\$100
Motor fuel dispensing facilities	\$76
Open Flames and Torches	\$38
Open Flames and Candles	\$38
Organic Coatings	\$76
Places of Assembly	\$76
Private Fire Hydrants	\$38
Pyrotechnic Special Effects Material	\$76 plus standby fees if any
Pyroxylin Plastics	\$76
Refrigeration Equipment	\$76
Repair Garages and Motor Fueling-dispensing Facilities	\$76
Spraying and Dipping	\$114
Storage of Tires and Tire Byproducts	\$114
Temporary Membrane Structures, Tents and Canopies	\$38 per structure, tent, canopy
Tire-Rebuilding Plants	\$114
Waste Handling	\$114
Wood Products	\$76

**FIRE**

<b>Description</b>	<b>Comments</b>
<b>Cost Recovery Fees</b>	
After Hour Inspection	\$96.00 per hour
Deposition/Interview	\$40.49/hr - \$268.54/hr (varies)
Duty Chief	\$54.54 per hour
Engine Company	\$223.00 per hour
Fire Alarm Malfunction	\$155.00 2 alarms/30 days or 3/6 mos
Malicious False Alarm	\$155.00
Incident Dispatch Fee	\$61.00
Incident Photo Copies	\$10.00 per photo
Incident Report Copies	\$0.15 per page
Audio Tape	\$10.00
Compact Disc (CD)	\$10.00

# Attachment B – Exhibit 1

FIRE

Description

Comments

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## GENERAL

Description	Comments	
<b>Administrative Citation</b>		
First Citation	\$100.00	
Second Citation	\$200.00	
Third Citation	\$500.00	
Fourth Citation	\$1,000.00	
Processing Fee-Code Enforcement Lien	\$480.00	One hour rate (cost recovery)
Late Payment Penalty	25% of fine plus 10% per year interest on delinquent fine	
<b>Copy Fees (paper)*</b>		
8 1/2 X 11	\$0.20	
8 1/2 X 11 Color	\$1.30	
8 1/2 X 14	\$0.35	
8 1/2 X 14 Color	\$1.80	
11 X 17 "B"	\$0.65	
11 X 17 "B" Color	\$2.30	
18 X 24 "C"	\$7.00	
24 X 36 "D"	\$9.00	
36 X 42 "E"	\$12.00	
Note: Government Code Section 81008 limits the cost for campaign finance documents to 10 cents per page and a retrieval fee not to exceed five dollars per request for copies of reports and statements which are five or more years old. A request for more than one report or statement or report and statement at the same time shall be considered a single request		
<b>Copy Fees (other media)</b>		
Audio Tape	\$3.50	
Compact Disc (CD)	\$3.50	
<b>Credit Card Fees-VISA/Mastercard only. Excludes Discover, debit and prepaid cards)</b>		
Per Transaction	\$10.00 min charge	Maximum 3%, not to exceed all merchant's credit card processing charges
The fee will be charged on all transactions that are \$500 and above. It will not be charged for deposits. The transaction fee will apply for all transactions conducted on-line		
<b>Dog License</b>	<b>Altered</b>	<b>Unaltered</b>
1 Year License	\$15.00	\$40.00
2 Year License	N/A	N/A
3 Year License	\$35.00	\$75.00
Puppy License - 1 year	N/A	N/A
Transfer Fee	\$10.00	\$10.00
Penalty Fee	\$10.00	\$25.00
Tag Replacement Fee	\$5.00	\$5.00
<b>Animal Penalties-Running At Large-altered</b>	<b>Altered</b>	
1st offense	\$50.00	
2nd offense	\$100.00	
3rd offense	\$200.00	
<b>Animal Penalties-Running At Large-unaltered</b>		
1st offense	\$100.00	Reduced to \$50 if owner agrees to alter dog
2nd offense	\$200.00	Reduced to \$100 if owner agrees to alter dog
3rd offense	\$300.00	Reduced to \$200 if owner agrees to alter dog
<b>Boarding Fee-Impounded Animal</b>		
Altered-Per Night	\$15.00	
Unaltered-Per Night	\$25.00	Reduced to \$15/night if owner agrees to alter dog
<b>Notary Public Services</b>		
Per Signature	\$15.00	
<b>Storm Water Management Fee</b>		
Residential Unit	\$15.00	
In-City Business (HOPs are exempt)	\$26 -- \$120	per Table based on Bus Lic cost
Out-of-City Business	\$26 -- \$120	per Table based on Bus Lic cost
Apartment Complex (6+ units)	\$7.50	per unit
<b>Storm Water Violation</b>		
Failure to abate after 5 days of notice	\$100.00	
Failure to abate after 10 days of notice	\$200.00	
Failure to abate after 15 days of notice	\$500.00	per day
<b>Other</b>		
Returned Check Fee	\$25.00	
<b>Other</b>		
Citizens Initiative Filing Fee	\$200.00	
*NOTE - Larger projects may be outsourced at full cost recovery		

# Attachment B – Exhibit 1

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**LAW ENFORCEMENT**

Description	Comments		
<b>Parking Violation Notice</b>			
72 Hour Parking Restriction	1	\$ 53.00	LGMC 10.28.130
Curb Markings	2	\$ 53.00	LGMC 10.32.060
Parking in Violation of Signs	3	\$ 53.00	LGMC 10.28.180
Parking of Commercial Vehicle	4	\$ 53.00	LGMC 10.28.170
Parking Within 15' of Fire Hydrant	5	\$ 53.00	CVC 22514
Stopping, Standing, or Parking	6	\$ 47.50	CVC 22500 (a-k)
Curb Parking	7	\$ 47.50	CVC 22502 (a-e)
Plate (Front/Back Required)	8	\$ 37.50	CVC 5200
Missing Tabs (Month/Year)	9	\$ 63.00	CVC 5204 (a)
Bike Lane	10	\$ 38.00	CVC 21211
Parking in Spaces Designated for Disabled Persons	11	\$ 403.00	CVC 22507.8
License Plate Cover	12	\$ 33.00	CVC 5201 (f) (2)
<b>Other Violations</b>			
Registration/Wrong Vehicle		\$ 103.00	CVC 1164 (B)
Parking on Public Grounds		\$ 28.00	CVC 21113 (a)
Bus Zone		\$ 253.00	CVC 22500 (I)
Blocking Disabled Zone/Curb Cut		\$ 278.00	CVC 22500 (I)
Fire Lane		\$ 38.00	CVC 22500.1
Parking on Hills		\$ 38.00	CVC 22509
Unattended Vehicle		\$ 28.00	CVC 22515
Locked Vehicle/Passenger Inside		\$ 38.00	CVC 22516
Less than 7.5 ft. from R.R. Tracks		\$ 28.00	CVC 22521
3ft. From Handicapped Ramp		\$ 275.00	CVC 22522
Abandoned Vehicle		\$ 103.00	CVC 22523
Blocking Intersection		\$ 53.00	CVC 22526
Store Open Container/Pass Comp.		\$ 38.00	CVC 23226
Stop/Park in Vehicle Crossing		\$ 28.00	CVC 23333
Vehicle With Unlawful Lighting Device		\$ 33.00	CVC 24003
Dimmed Lights on Parked Vehicles		\$ 33.00	CVC 24401
Lamp or Flag on Projections		\$ 33.00	CVC 24604
Reflectors on Rear		\$ 33.00	CVC 24607
Reflectors on Front and Sides		\$ 33.00	CVC 24608
Unlawful Flashing Lights		\$ 33.00	CVC 25250
Flashing Lights Required		\$ 33.00	CVC 25251
Warn Dev/Disabled, Parked Vehicle		\$ 33.00	CVC 25300
Set Parking Brakes		\$ 33.00	CVC 26451
Fuel Tank Caps		\$ 33.00	CVC 27155
Registration		\$ 53.00	CVC 4000 (a)
Positioning of Plates		\$ 33.00	CVC 5201
Commercial Veh/Weight Fees Due		\$ 133.00	CVC 9400
Repairing/Washing/Offering Sale in Street		\$ 38.00	LGMC 10.28.140
No Parking in Alley		\$ 38.00	LGMC 10.32.090
Other LGMC Violation		\$ 38.00	
Penalty for all above violations		\$35.00	Penalty assessed if not paid within 21 days of the date of the notice.
<b>Vehicle Impound</b>			
Administrative Fee for Release		\$ 70.00	
Serious Traffic Offender Program (STOP)		\$ 65.00	

# Attachment B – Exhibit 1

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## PUBLIC WORKS - FACILITIES

Description	Comments	
<b>Rental Facilities</b>		
<i>Senior Center*</i>		
Without Alcohol		
Fee	\$850 00	+ \$200 00 deposit
With Alcohol		
Fee	\$1,150 00	+ \$300 00 deposit
Special Event	\$1,500 00	\$400 deposit
<i>Community Center*</i>		
Without Alcohol		
Fee-Non-profits	\$450 00	+ \$200 00 deposit
Fee-All Others	\$520 00	+ \$200 00 deposit
With Alcohol		
Fee-Non-profit	\$700 00	+ \$300 00 deposit
Fee-All Others	\$800 00	+ \$300 00 deposit
Special Event	\$1,100 00	+ \$400 deposit
<i>H. Lee House Courtyard*</i>		
Without Alcohol		
Fee-Non-profit	\$300 00	+ \$200 00 deposit
Fee-All Others	\$350 00	+ \$200 00 deposit
With Alcohol		
Fee-Non-profit	\$400.00	+ \$300 00 deposit
Fee-All Others	\$550 00	+ \$300 00 deposit
Special Event	\$800 00	+ \$400 deposit
<i>Recreation Center Gymnasium - Entire Facility**</i>		
Fee-Non-Commercial	\$60 00	+ \$200 00 deposit***
Fee-Commercial	\$100 00	+ \$200 00 deposit***
<i>Gymnasium Only**</i>		
Fee-Non-Commercial	\$50 00	+ \$200 00 deposit***
Fee-Commercial	\$80 00	+ \$200 00 deposit***
<i>Park Gazebos (Berry Street Park &amp; Lemon Grove Park)**</i>		
Fee-Small	\$80.00	
Fee-Large	\$100 00	
Non Profit meetings:		
No Staff Required		
Monday-Thursday 8am-5pm	\$20	per use + \$25 00 set up fee
Monday-Thursday 5pm-10pm	\$20	per use + \$25 00 set up fee
Friday-Sunday	\$30	per hour
Staff Required		
Monday-Thursday 8am-5pm	\$30	per use + \$25 00 set up fee
Monday-Thursday 5pm-10pm	\$30	per use + \$25 00 set up fee
Friday-Sunday	\$50	per hour

\*Eight (8) hour rate Four (4) hour rate available at half the 8 hour rate plus \$50  
Additional per hour rate: \$100

\*\*Hourly Rate

\*\*\*Deposit may be waived at the discretion of the Department Director

# Attachment B – Exhibit 1

Description		Comments
<b>PUBLIC WORKS - RECREATIONAL PROGRAMS</b>		
<i>Adult*</i>		
Basketball fee	\$200 00	per team + \$5.00 equipment fee
Softball fee	\$385 00	per team + \$5 00 equipment fee
Volleyball fee	\$200 00	per team + \$5 00 equipment fee
Volleyball - Women's Individual	\$45 00	per season - 'Queen of the Court'
*Winners of each adult league and playoffs shall receive a discount of \$50 - \$350 on their next league fee		
Classes	\$10-\$100	per session
<i>Youth</i>		
Pee Wee Sports (first session)	\$27.00	includes a t-shirt
Pee Wee Sports (additional sessions)	\$22 00	each session
Basketball	\$50 00	
Basketball Club League-Team	\$225 00	per team
Day Camp	\$35-100	amount depends on the number of participating days each week
Flag Football	\$50 00	
Indoor Soccer	\$30 00	
Classes	\$10-\$100	per session
Banner Installation Fee	\$20 00	per installation

**SANITATION DISTRICT**

Description	Fee	Comments
New System Connection Permit Fee	\$1,000.00	per Equivalent Dwelling Unit (EDU)
<b>Annual Sewer Service Charge*</b>		
Residential	\$584.98	per EDU
General Commercial, Professional, Industrial	Minimum of 1.2 EDUs charged	
Food Service Establishments		Minimum of 3 EDUs charged
Hotels & Motels	Based upon number of living units-w or w/o kitchens	
Self-service Laundry		1 EDU per washer
Churches, Theaters & Auditoriums	Minimum of 1.5 EDUs charged	
Schools		Minimum of 1 EDU, based upon number of pupils

# Attachment B – Exhibit 1

Description

Fee

Comments

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## APPENDIX A - HOURLY RATES

Position Title	Hourly Rate	Overhead	Loaded Rate
Assistant City Engineer <sup>1</sup>	\$ 33.77	10	\$ 44
Assistant Planner <sup>1</sup>	\$ 38.34	9	\$ 47
Associate Civil Engineer <sup>1</sup>	\$ 45.25	14	\$ 59
Associate Planner <sup>1</sup>	\$ 39.67	10	\$ 50
Building Inspector (EsGil Corporation) <sup>*1</sup>	\$ 83.00		\$ 83
Building Official (EsGil Corporation) <sup>*1</sup>	\$ 100.00		\$ 100
Building Permit Technician (EsGil Corporation) <sup>1</sup>	\$ 72.00		\$ 72
City Attorney (Lounsbury, Ferguson, Altona & Peak) <sup>1, 2</sup>	\$ 175.00	35	\$ 210
City Engineer <sup>1</sup>	\$ 56.00	20	\$ 76
Code Enforcement Officer/Water Quality Inspector <sup>1</sup>	\$ 33.12	10	\$ 43
Crime Prevention Specialist (County of San Diego) <sup>1</sup>	\$ 44.44	4	\$ 48
D-Max Engineering (various positions) <sup>1, 2</sup>	\$65-\$175		\$65-\$175
Development Services Director <sup>1</sup>	\$ 55.27	18	\$ 73
Development Services Technician <sup>1</sup>	\$ 33.12	10	\$ 43
Electrical Engineer (EsGil Corporation) <sup>*1</sup>	\$ 105.00		\$ 105
Energy Plans Examiner (EsGil Corporation) <sup>*1</sup>	\$ 105.00		\$ 105
Engineering Inspector <sup>1</sup>	\$ 33.12	12	\$ 45
Engineering Tech III <sup>1</sup>	\$ 33.12	12	\$ 45
Fire Inspectors <sup>1</sup>	\$ 28.08	9	\$ 38
Fire Marshal <sup>1</sup>	\$ 89.00	6	\$ 95
Interim City Engineer (Rick Engineering) <sup>1, 2</sup>	\$ 210.00		\$ 210

# Attachment B – Exhibit 1

Management Analyst <sup>1</sup>	\$ 39.28	11	\$ 50
Mechanical Engineer (EsGil Corporation) <sup>*1</sup>	\$ 105.00		\$ 105
Plans Examiner (EsGil Corporation) <sup>*1</sup>	\$ 90.00		\$ 90
Public Works Director/ACM <sup>1</sup>	\$ 70.54	19	\$ 90
Structural Engineer (EsGil Corporation) <sup>*1</sup>	\$ 120.00		\$ 120
Supervising Building Inspector (EsGil Corporation) <sup>*1</sup>	\$ 90.00		\$ 90

- 1) Rates are increased by a factor of 1.5 for overtime, holiday, and weekend assignments (applies to expedited permit processing)  
2) Based on contract

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 4  
**Mtg. Date** August 1, 2017  
**Dept.** Development Services Department

**Item Title:** **National Pollutant Discharge Elimination System (NPDES) Stormwater Program Order No. R9-2017-0077 Trash Amendments**

**Staff Contact:** Malik Tamimi, Management Analyst

**Recommendation:**

Adopt a resolution (**Attachment A**) supporting staff's recommendation to select Track 1 full trash capture system to comply with the State of California Trash Amendments.

**Item Summary:**

On April 7, 2015, the State Water Board adopted Resolution No. 2015-0019 to address the impacts of trash to the surface waters of California referred to as the Trash Amendments. Trash is typically conveyed through storm drain systems to surface waters such as down stream rivers and creeks. The Trash Amendments establish a narrative water quality objective and implementation requirements to control trash. It also requires local Regional Board offices such as the San Diego Regional Board to take steps towards implementation of the narrative water quality objective. On June 2, 2017, the San Diego Regional Board issued a Monitoring and Reporting Order R9-2017-0077 (**Attachment B**) pursuant to Water Code section 13383 to Phase I MS4 permittees including the City of Lemon Grove to commence with implementing the Trash Amendments. Order R9-2017-0077 requires the City to submit its intent to implement Track 1 full capture of trash or Track 2 a combination of full capture systems and other treatment and institutional controls at defined priority land use areas by September 5, 2017. The City conducted a comparison of Track 1 versus Track 2 and found that Track 1 would be more cost effective while ensuring compliance certainty with the Order. Implementation of the Trash Amendments will occur over a 10 year compliance schedule commencing in December 2018. The total cost for Track 1 was estimated at \$471,000 for a 10 year period or \$47,100 per year. Track 2 was estimated at a range of \$508,000 to \$762,000 for a 10 year period or \$50,800 to \$76,200 per year. Staff recommends selection of Track 1.

**Fiscal Impact:**

No fiscal impacts during this fiscal year; however, implementation of the program will require General Funds in future years.

**Environmental Review:**

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review     | <input type="checkbox"/> Negative Declaration           |
| <input type="checkbox"/> Categorical Exemption, Section 15304 | <input type="checkbox"/> Mitigated Negative Declaration |

**Public Information:**

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

**Attachments:**

- A. Resolution
- B. San Diego Regional Board Order No. R9-2017-0077

# Attachment A

## RESOLUTION NO. 2017-

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA, SELECTION OF TRACK 1 FULL CAPTURE SYSTEM TO COMPLY WITH STATEWIDE TRASH AMENDMENTS UNDER THE CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD SAN DIEGO REGION MONITORING AND REPORTING ORDER NO. R9-2017-0077

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**WHEREAS**, on April 7, 2015, the State Water Board adopted Resolution No. 2015-0019 to address the impacts of trash to the surface waters of California known as the Trash Amendments; and

**WHEREAS**, the Trash Amendments establish a statewide narrative water quality objective and implementation requirements to control trash; and

**WHEREAS**, the Trash Amendments require the San Diego Water Board to take certain steps towards the implementation of the narrative water quality objective and prohibition; and

**WHEREAS**, on June 2, 2017, the San Diego Regional Board issued a Monitoring and Reporting Order R9-2017-0077 that requires permittees, including the City of Lemon Grove, to take steps in the implementation of the Trash Amendments; and

**WHEREAS**, the City is required by September 5, 2017 to submit to the San Diego Regional Board its intent to implement Track 1 full capture system or Track 2 combination of full capture, treatment and Institutional controls; and

**WHEREAS**, the City conducted a comparison between Track 1 and 2 and identified implementation of Track 1 to be the recommended track for the City based on it being more cost effective and with compliance certainty; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemon Grove, California hereby authorizes the City Manager or her designee to submit a letter to the San Diego Regional Board of its intent to implement Track 1 full trash capture system.

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# Attachment B

## CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD SAN DIEGO REGION

ORDER NO. R9-2017-0077

### AN ORDER DIRECTING THE OWNERS AND OPERATORS OF PHASE I MUNICIPAL SEPARATE STORM SEWER SYSTEMS (MS4s) DRAINING THE WATERSHEDS WITHIN THE SAN DIEGO REGION

### TO SUBMIT REPORTS PERTAINING TO THE CONTROL OF TRASH IN DISCHARGES FROM PHASE I MS4s TO OCEAN WATERS, INLAND SURFACE WATERS, ENCLOSED BAYS, AND ESTUARIES IN THE SAN DIEGO REGION

The California Regional Water Quality Control Board, San Diego Region (hereinafter San Diego Water Board) finds:

- 1. Trash Amendments.** On April 7, 2015, the State Water Board adopted Resolution No. 2015-0019, amending the Water Quality Control Plan for Ocean Waters of California (Ocean Plan) and the Water Quality Control Plan for Inland Surface Waters, Enclosed Bays, and Estuaries of California (ISWEBE Plan) to address the impacts of trash to the surface waters of California (referred to hereafter as the Trash Amendments). The effective date of the Trash Amendments is December 2, 2015.
- 2. Regional MS4 Permit.** Throughout the State, trash is typically generated on land and transported to surface water, predominantly through storm water discharges from MS4s. These storm water discharges occur in part from Phase I MS4s in the San Diego Region regulated through a regional general permit adopted by the San Diego Water Board (Regional MS4 Permit) pursuant to section 402(p) of the Clean Water Act. The term Regional MS4 Permit refers to the San Diego Water Board's Order No. R9-2013-0001, as amended by Order Nos. R9-2015-0001 and R9-2015-0100, NPDES No. CAS0109266, *National Pollutant Discharge Elimination System (NPDES) Permit and Waste Discharge Requirements for Discharges from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds within the San Diego Region*.
- 3. Trash Amendments Implementation.** The Trash Amendments establish a statewide narrative water quality objective and implementation requirements to control trash, including a prohibition against the discharge of trash to ocean waters, inland surface waters, enclosed bays, and estuaries in California. For Phase I MS4 permittees with regulatory authority over priority land uses, the Trash Amendments require the San Diego Water Board to take certain steps towards implementation of the narrative water quality objective and prohibition by June 2, 2017 through requirements incorporated into the Regional MS4 Permit or through a monitoring and reporting order issued pursuant to Water Code section 13267 or 13383. The San Diego Water Board will not be amending the Regional MS4 Permit within the time frame specified by the Trash Amendments; therefore, the initial steps in planning for the implementation of the Trash Amendments are being required through this Order in accordance with Water Code

section 13383. The San Diego Water Board intends to incorporate the requirements of the Trash Amendments into the Regional MS4 Permit during its next reissuance in Fiscal Year 2018-19.

**4. Persons Responsible for the Discharges of Trash.** The owners and operators of Phase I MS4s are responsible for discharges of waste, including trash, from land uses and locations within their jurisdictions through their MS4s to ocean waters, inland surface waters, enclosed bays, and estuaries in the San Diego Region. In the San Diego Region, owners and operators of Phase I MS4s subject to the requirements of this Order (herein referred to as MS4 permittees) include the following entities:

- County of Orange
  - City of Aliso Viejo
  - City of Dana Point
  - City of Laguna Beach
  - City of Laguna Hills
  - City of Laguna Niguel
  - City of Laguna Woods
- City of Lake Forest
- City of Mission Viejo
- City of Rancho Santa Margarita
- City of San Clemente
- City of San Juan Capistrano
- Orange County Flood Control District
  
- County of Riverside
  - City of Murrieta
  - City of Temecula
  - City of Wildomar
- Riverside County Flood Control and Water Conservation District<sup>1</sup>
  
- County of San Diego
  - City of Carlsbad
  - City of Chula Vista
  - City of Coronado
  - City of Del Mar
  - City of El Cajon
  - City of Encinitas
  - City of Escondido
  - City of Imperial Beach
  - City of La Mesa
  - City of Lemon Grove
- City of National City
- City of Oceanside
- City of Poway
- City of San Diego
- City of San Marcos
- City of Santee
- City of Solana Beach
- City of Vista
- San Diego County Regional Airport Authority
- San Diego Unified Port District

**5. Water Quality Objectives.** The Trash Amendments established the following statewide narrative water quality objectives for trash in ocean waters, inland surface waters, enclosed bays, and estuaries in California.

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<sup>1</sup> Riverside County Flood Control and Water Conservation District (District) lacks regulatory authority over Priority Land Uses. As noted in Finding 9.d of this Order, the Trash Amendments (Appendix D of the Ocean Plan Chapter III.L.2.d and Appendix E of the ISWEBE Plan Chapter IV A.3.d) provide the San Diego Water Board with the authority to investigate whether specific land uses or locations within the District's jurisdiction generate substantial amounts of trash and determine that compliance with Track 1 or Track 2 trash control measures for those land uses or locations is necessary.

# Attachment B

Order No. R9-2017-0077

June 2, 2017

- a. The Trash Amendments established the following narrative water quality objective for trash in Chapter II.C.5 of Appendix D of the Ocean Plan:

“Trash shall not be present in ocean waters, along shorelines or adjacent areas in amounts that adversely affect beneficial uses or cause nuisance.”

- b. The Trash Amendments established the following narrative water quality objective or trash in Chapter III.A of Appendix E of the ISWEBE Plan:

“Trash shall not be present in inland surface waters, enclosed bays, estuaries, and along shorelines or adjacent areas in amounts that adversely affect beneficial uses or cause nuisance.”

Meeting these narrative water quality objectives for trash will be protective and supportive of numerous beneficial uses for the ocean waters, inland surface waters, enclosed bays, and estuaries in the San Diego Region, including but not limited to, wildlife habitat (WILD), marine habitat (MAR), preservation of rare and endangered species (RARE), fish migration (MIGR), navigation (NAV), and water contact and non-contact recreation (REC1 and REC2).

6. **Trash Discharge Prohibition.** The Trash Amendments established the following discharge prohibition in Chapter III.I.6 of Appendix D of the Ocean Plan and Chapter IV.A.2 of Appendix E of the ISWEBE Plan:

“The discharge of trash to surface waters of the State or the deposition of trash where it may be discharged into surface waters of the State is prohibited.”

7. **Regional MS4 Permit Implementation of the Trash Amendments.** The Trash Amendments require the incorporation of the trash narrative water quality objectives and discharge prohibition into the Regional MS4 Permit. The Regional MS4 Permit then will require the MS4 permittees to comply with the trash narrative water quality objectives and discharge prohibition through the implementation of one of two measures to be selected by the MS4 permittees.

To comply with the trash narrative water quality objectives and discharge prohibition, the MS4 permittees are required to implement either of the following measures:

*Track 1:* Install, operate, and maintain full capture systems for all storm drains that capture runoff from the priority land uses in their jurisdictions; or

*Track 2:* Install, operate, and maintain any combination of full capture systems, multi-benefit projects, other treatment controls, and/or institutional controls within either the jurisdiction of the MS4 permittee or within the jurisdiction of the MS4 permittee and contiguous MS4 permittees. The MS4 permittee may determine the locations or land uses within its jurisdiction to implement any combination of controls. The MS4 permittee shall demonstrate that such combination achieves full capture system equivalency. The MS4 permittee may determine which controls to implement to achieve compliance with full capture system equivalency. It is,

however, the State Water Board's expectation that the MS4 permittee will elect to install full capture systems where such installation is not cost-prohibitive.

The Trash Amendments require that within three (3) months of the effective date of this Order, each MS4 permittee is required to provide written notice to the San Diego Water Board stating whether the MS4 permittee elects to comply with the trash discharge prohibition by implementing Track 1 or Track 2. MS4 permittees that elect to implement Track 2 are also required to submit an implementation plan to the San Diego Water Board within eighteen (18) months of receipt of this Order. The implementation plan is required to describe: (i) the combination of controls selected by the MS4 permittee and the rationale for the selection, (ii) how the combination of controls is designed to achieve full capture system equivalency, and (iii) how full capture equivalency will be demonstrated. The implementation plan is subject to approval by the San Diego Water Board. Track 2 implementation plans will be deemed accepted by the San Diego Water Board ninety (90) days after submission unless otherwise directed in writing by the San Diego Water Board Executive Officer. MS4 permittees may elect to change Tracks through their adaptive management process during the compliance time schedule described in Finding 10, provided they submit supporting justification to the San Diego Water Board.

**8. Full Capture System Equivalency.** The Trash Amendments define full capture system equivalency as follows:

"Full capture system equivalency is the trash load that would be reduced if full capture systems were installed, operated, and maintained for all storm drains that capture runoff from the relevant areas of land (priority land uses, significant trash generating areas, facilities or sites regulated by NPDES permits for discharges of storm water associated with industrial activity, or specific land uses or areas that generate substantial amounts of trash, as applicable). The full capture system equivalency is a trash load reduction target that the permittee quantifies by using an approach, and technically acceptable and defensible assumptions and methods for applying the approach, subject to the approval of permitting authority. Examples of such approaches include, but are not limited to, the following:

- (1) Trash Capture Rate Approach. Directly measure or otherwise determine the amount of trash captured by full capture systems for representative samples of all similar types of land uses, facilities, or areas within the relevant areas of land over time to identify specific trash capture rates. Apply each specific trash capture rate across all similar types of land uses, facilities, or areas to determine full capture system equivalency. Trash capture rates may be determined either through a pilot study or literature review. Full capture systems selected to evaluate trash capture rates may cover entire types of land uses, facilities, or areas, or a representative subset of types of land uses, facilities, or areas. With this approach, full capture system equivalency is the sum of the products of each type of land use, facility, or area multiplied by trash capture rates for that type of land use, facility, or area.*

# Attachment B

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*(2) Reference Approach. Determine the amount of trash in a reference receiving water in a reference watershed where full capture systems have been installed for all storm drains that capture runoff from all relevant areas of land. The reference watershed must be comprised of similar types and extent of sources of trash and land uses (including priority land uses and all other land uses), facilities, or areas as the permittee's watershed. With this approach, full capture system equivalency would be demonstrated when the amount of trash in the receiving water is equivalent to the amount of trash in the reference receiving water."*

**9. Land Uses and Locations Requiring Trash Controls. The Trash Amendments define land uses and locations that are to be controlled for trash discharges by MS4 permittees:**

**a. *Priority Land Uses:*** Those developed sites, facilities, or land uses (i.e. not simply zoned land uses) within a MS4 permittee's jurisdiction from which discharges of trash are regulated by the Ocean Plan or ISWEBE Plan as follows:

- High-density residential: all land uses with at least ten (10) developed dwelling units/acre.
- Industrial: land uses where the primary activities on the developed parcels involve product manufacture, storage, or distribution (e.g., manufacturing businesses, warehouses, equipment storage lots, junkyards, wholesale businesses, distribution centers, or building material sales yards).
- Commercial: land uses where the primary activities on the developed parcels involve the sale or transfer of goods or services to consumers (e.g., business or professional buildings, shops, restaurants, theaters, vehicle repair shops, etc.).
- Mixed urban: land uses where high-density residential, industrial, and/or commercial land uses predominate collectively (i.e., are intermixed).
- Public transportation stations: facilities or sites where public transit agencies' vehicles load or unload passengers or goods (e.g., bus stations and stops).

**b. *Equivalent Alternative Land Uses:*** An MS4 permittee with regulatory authority over priority land uses may issue a request to the San Diego Water Board that the MS4 permittee be allowed to substitute one or more land uses identified above with an ~~alternate land use within the MS4 permittee's jurisdiction that generates rates of~~ trash that is equivalent to or greater than the priority land use(s) being substituted. The land use area requested to substitute for a priority land use need not be an acre-for-acre substitution but may involve one or more priority land uses, or a fraction of a priority land use, or both, provided the total trash generated in the equivalent alternative land use is equivalent to or greater than the total trash generated from the priority land use(s) for which substitution is requested. Comparative trash generation rates shall be established through the reporting of quantification measures such as street sweeping and catch basin cleanup records:

mapping; visual trash presence surveys, such as the “Keeping America Beautiful Visible Litter Survey”; or other information as required by the San Diego Water Board.

- c. *Coordination with California Department of Transportation (Caltrans).* The Trash Amendments (Appendix D of the Ocean Plan Chapter III.L.2.b and Appendix E of the ISWEBE Plan Chapter IV.A.3.b) require that Caltrans and MS4 permittees coordinate their efforts to install, operate, and maintain full capture systems, multi-benefit projects, other treatment controls, and/or institutional controls in significant trash generating areas and/or priority land uses.
- d. *Specific Land Uses or Locations Determined by the San Diego Water Board:* The Trash Amendments (Appendix D of the Ocean Plan Chapter III.L.2.d and Appendix E of the ISWEBE Plan Chapter IV.A.3.d) provide the San Diego Water Board with the authority to determine that specific land uses or locations (e.g., parks, stadia, schools, campuses, or roads leading to landfills) generate substantial amounts of trash. In the event the San Diego Water Board makes that determination, the Board may require the MS4 permittees to comply with the requirements of the Trash Amendments with respect to such land uses or locations.

**10. Compliance Time Schedule.** The Trash Amendments require the implementing permit (i.e. the Regional MS4 Permit) to state that full compliance with the trash discharge prohibition shall occur within ten (10) years of the effective date of the first implementing permit. In addition, the Regional MS4 Permit must require the MS4 permittees to demonstrate achievements of interim milestones such as average load reductions of ten percent (10%) per year or other progress to full implementation. In no case may the final compliance date, which will be included in the Regional MS4 Permit, be later than fifteen (15) years from the effective date of the Trash Amendments (i.e. December 2, 2030).

**11. Monitoring and Reporting.** The Trash Amendments require the implementing Regional MS4 Permit to include monitoring and reporting requirements to ensure adequate trash control. The MS4 permittees will be required to provide reports to the San Diego Water Board on an annual basis to describe progress toward achieving full compliance with the trash discharge prohibition. The monitoring and reporting requirements are dependent on the measures elected to be implemented by a MS4 permittee<sup>2</sup>.

**12. Water Quality Improvement Plans and Jurisdictional Runoff Management Plans.** The Regional MS4 Permit requires the MS4 permittees to develop and implement Water Quality Improvement Plans for ten (10) Watershed Management Areas, designated in the Regional MS4 Permit as shown in Table 1 below:

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<sup>2</sup> The minimum monitoring and reporting requirements that will be considered for inclusion in the Regional MS4 Permit reissuance are described in the Trash Amendments at Appendix D: Chapter III, section L.5 of the Ocean Plan and Appendix E: Chapter IV section A.6 of the ISWEBE Plan

# Attachment B

Order No. R9-2017-0077

June 2, 2017

**Table 1. San Diego Region Watershed Management Areas**

<b>Hydrologic Unit(s)</b>	<b>Watershed Management Area</b>	<b>Major Surface Water Bodies</b>	<b>Responsible MS4 permittees</b>
San Juan (901.00)	South Orange County	<ul style="list-style-type: none"> <li>- Aliso Creek</li> <li>- San Juan Creek</li> <li>- San Mateo Creek</li> <li>- Pacific Ocean</li> <li>- Heisler Park ASBS</li> </ul>	<ul style="list-style-type: none"> <li>- City of Aliso Viejo</li> <li>- City of Dana Point</li> <li>- City of Laguna Beach</li> <li>- City of Laguna Hills<sup>1</sup></li> <li>- City of Laguna Niguel</li> <li>- City of Laguna Woods<sup>1</sup></li> <li>- City of Lake Forest<sup>2</sup></li> <li>- City of Mission Viejo</li> <li>- City of Rancho Santa Margarita</li> <li>- City of San Clemente</li> <li>- City of San Juan Capistrano</li> <li>- County of Orange</li> <li>- Orange County Flood Control District</li> </ul>
Santa Margarita (902.00)	Santa Margarita River	<ul style="list-style-type: none"> <li>- Murrieta Creek</li> <li>- Temecula Creek</li> <li>- Santa Margarita River</li> <li>- Santa Margarita Lagoon</li> <li>- Pacific Ocean</li> </ul>	<ul style="list-style-type: none"> <li>- City of Menifee<sup>3</sup></li> <li>- City of Murrieta<sup>4</sup></li> <li>- City of Temecula</li> <li>- City of Wildomar<sup>4</sup></li> <li>- County of Riverside</li> <li>- County of San Diego</li> <li>- Riverside County Flood Control and Water Conservation District</li> </ul>
San Luis Rey (903.00)	San Luis Rey River	<ul style="list-style-type: none"> <li>- San Luis Rey River</li> <li>- San Luis Rey Estuary</li> <li>- Pacific Ocean</li> </ul>	<ul style="list-style-type: none"> <li>- City of Oceanside</li> <li>- City of Vista</li> <li>- County of San Diego</li> </ul>
Carlsbad (904.00)	Carlsbad	<ul style="list-style-type: none"> <li>- Loma Alta Slough</li> <li>- Buena Vista Lagoon</li> <li>- Agua Hedionda Lagoon</li> <li>- Batiquitos Lagoon</li> <li>- San Elijo Lagoon</li> <li>- Pacific Ocean</li> </ul>	<ul style="list-style-type: none"> <li>- City of Carlsbad</li> <li>- City of Encinitas</li> <li>- City of Escondido</li> <li>- City of Oceanside</li> <li>- City of San Marcos</li> <li>- City of Solana Beach</li> <li>- City of Vista</li> <li>- County of San Diego</li> </ul>
San Dieguito (905.00)	San Dieguito River	<ul style="list-style-type: none"> <li>- San Dieguito River</li> <li>- San Dieguito Lagoon</li> <li>- Pacific Ocean</li> </ul>	<ul style="list-style-type: none"> <li>- City of Del Mar</li> <li>- City of Escondido</li> <li>- City of Poway</li> <li>- City of San Diego</li> <li>- City of Solana Beach</li> <li>- County of San Diego</li> </ul>
Penasquitos (906.00)	Penasquitos	<ul style="list-style-type: none"> <li>- Los Penasquitos Lagoon</li> <li>- Pacific Ocean</li> </ul>	<ul style="list-style-type: none"> <li>- City of Del Mar</li> <li>- City of Poway</li> <li>- City of San Diego</li> <li>- County of San Diego</li> </ul>
	Mission Bay	<ul style="list-style-type: none"> <li>- Mission Bay</li> <li>- Pacific Ocean</li> <li>- San Diego Marine Life Refuge ASBS</li> </ul>	<ul style="list-style-type: none"> <li>- City of San Diego</li> </ul>
San Diego (907.00)	San Diego River	<ul style="list-style-type: none"> <li>- San Diego River</li> <li>- Pacific Ocean</li> </ul>	<ul style="list-style-type: none"> <li>- City of El Cajon</li> <li>- City of La Mesa</li> <li>- City of San Diego</li> <li>- City of Santee</li> <li>- County of San Diego</li> </ul>

**Table 1. San Diego Region Watershed Management Areas**

Hydrologic Unit(s)	Watershed Management Area	Major Surface Water Bodies	Responsible MS4 permittees
Pueblo San Diego (908.00) Sweetwater (909.00) Otay (910.00)	San Diego Bay	- Sweetwater River - Otay River - San Diego Bay - Pacific Ocean	- City of Chula Vista - City of Coronado - City of Imperial Beach - City of La Mesa - City of Lemon Grove - City of National City - City of San Diego - County of San Diego - San Diego County Regional Airport Authority - San Diego Unified Port District
Tijuana (911.00)	Tijuana River	- Tijuana River - Tijuana Estuary - Pacific Ocean	- City of Imperial Beach - City of San Diego - County of San Diego

**Notes:**

1. By agreement dated February 10, 2015, pursuant to Water Code section 13228, the Phase I MS4 discharges within the jurisdiction of the City of Laguna Hills and the City of Laguna Woods located in the Santa Ana Region are regulated by San Diego Water Board Order No. R9-2013-0001 as amended by Order No. R9-2015-0001, upon the later effective date of Order No. R9-2015-0001 or Santa Ana Water Board Tentative Order No. R9-2015-0001. The City of Laguna Hills and Laguna Woods must also comply with the requirements of the San Diego Creek/Newport Bay TMDL in section XVIII of Santa Ana Water Board Order No. R9-2015-0001.
2. By agreement dated February 10, 2015, pursuant to Water Code section 13228, Phase I MS4 discharges within the City of Lake Forest located within the San Diego Water Board Region are regulated by the Santa Ana Water Board Order No. R9-2015-0001 (NPDES No. CAS618030) upon the later effective date of this Order or Santa Ana Water Board Tentative Order No. R9-2015-0001. In accordance with the terms of the agreement between the San Diego Water Board and the Santa Ana Water Board, the City of Lake Forest must implement the requirements of the Bacteria TMDL in Attachment E of this Order, participate in preparation and implementation of the Water Quality Improvement Plan for the Aiso Creek Watershed Management Area as described in Provision B of this Order and continue implementation of its over-irrigation discharge prohibition in its City Ordinance, Title 15, Chapter 15, section 14.030, List (b).
3. By agreement dated October 26, 2015, pursuant to Water Code section 13228, Phase I MS4 discharges within the City of Menifee located within the San Diego Water Board Region are regulated by the Santa Ana Water Board Order No. R9-2010-0033 as it may be amended or reissued (NPDES No. CAS618033) upon the later effective date of this Order. In accordance with the terms of the agreement between the San Diego Water Board and the Santa Ana Water Board, the City of Menifee must participate in preparation and implementation of the Water Quality Improvement Plan for the Santa Margarita River Watershed Management Area as described in Provision B of this Order.
4. By agreement dated October 26, 2015, pursuant to Water Code section 13228, the Phase I MS4 discharges within the jurisdiction of the City of Murrieta and the City of Wildomar located in the Santa Ana Region are regulated by San Diego Water Board Order No. R9-2013-0001 as amended by Orders No. R9-2015-0001 and R9-2015-0100. The City of Murrieta and City of Wildomar must also comply with the requirements of the Lake Esinore/Canyon Lake Nutrient TMDLs in section VI.D.2 of Santa Ana Water Board Order No. R9-2010-0033, or corresponding section as it may be amended or reissued.

The Water Quality Improvement Plans include the following: (a) identification of priority water quality conditions that need to be addressed to improve the water quality in each Watershed Management Area; (2) numeric goals for the highest priority water quality conditions to be achieved that will demonstrate discharges from the MS4s are not causing or contributing to exceedances of applicable water quality objectives, or water quality objectives are being attained in receiving waters; (3) a description of the water quality improvement strategies that will be and may be implemented to achieve the numeric goals; and (4) schedules for implementing the water quality improvement strategies and achieving the numeric goals.

The Regional MS4 Permit also requires incorporation of implementation plans for applicable Total Maximum Daily Loads (TMDLs) and Areas of Special Biological Significance (ASBS), which include interim and final water quality-based effluent limitations, compliance strategies, and compliance schedules, into the Water Quality Improvement Plans.

In addition to Water Quality Improvement Plan development, each MS4 permittee is also required to develop and implement a jurisdictional runoff management plan (JRMP) that describes how specific strategies in the Water Quality Improvement Plans will be implemented by each MS4 permittee. While the JRMPs are not explicitly part of the Water Quality Improvement Plan, reporting relating to JRMP programs is accomplished through the Water Quality Improvement Plan annual reporting process.

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The implementation measures, interim milestones, and compliance schedules for Track 1 or Track 2 of the Trash Amendments shall also be incorporated into either the Water Quality Improvement Plans, the JRMPs, or a combination of the two, to be implemented by the MS4 permittees as part of the adaptive management process.

Compliance with the Trash Amendments is based on implementation of specific measures to control trash within a MS4 permittee's jurisdiction; however, inclusion of trash control strategies may be beneficial on a watershed scale. Through the issuance of this Order pursuant to Water Code section 13383, the San Diego Water Board intends the MS4 permittees to incorporate the requirements of the Trash Amendments into either the Water Quality Improvement Plans, the JRMPs, or a combination of the two, after reissuance of the Regional MS4 Permit. Reporting on implementation measures to comply with the Trash Amendments will be required through jurisdictional runoff management program annual report forms, which are submitted as part of the Water Quality Improvement Plan Annual Reports.

**13. Basis for Requiring Submittals from MS4 Permittees.** This Order is issued under federal authority. The water quality objectives established by the Trash Amendments described in Finding 5 serves as a water quality standard federally mandated under Clean Water Act section 303(c) and the federal regulations (33 U.S.C. § 1312, 40 C.F.R. § 131). This water quality standard was specifically approved by the United States Environmental Protection Agency (USEPA) following adoption by the State Water Board and approval by the Office of Administrative Law. This Order requests information necessary for MS4 permittees to plan for implementation of actions to achieve the water quality standard for trash. Further, the water quality standard expected to be achieved pursuant to the Trash Amendments may allow each water body impaired by trash and already on the Clean Water Act section 303(d) list to be removed from the list, or each water body subsequently determined to be impaired by trash to not be placed on the list, obviating the need for the development of a total maximum daily load (TMDL) for trash for each of those water bodies (33 U.S.C. § 1313(d); 40 C.F.R. § 130.7). In those cases, the specific actions that will be proposed by the MS4 permittees in response to this Order substitute for some or all the actions that would otherwise be required consistent with any waste load allocations in a trash TMDL (40 C.F.R. § 122.44, subd. (d)(1)(vii)(B)). Accordingly, this Order is issued pursuant to federal law. Consistent with the Trash Amendments, this Order nevertheless allows MS4 permittees flexibility in the specific actions they propose to meet the federal requirements.

**14. California Environmental Quality Act.** Issuance of this Order is not subject to CEQA in accordance with section 15061(b)(3) of Chapter 3, Title 14 of the CCR because it can be seen with certainty that there is no possibility that the required activities in question may have a significant effect on the environment.

**IT IS HEREBY ORDERED**, pursuant to California Water Code section 13383, that the MS4 permittees must comply with the following directives:

## **A. REQUIRED SUBMITTALS<sup>3</sup>**

- 1. Written Notices.** Each MS4 permittee identified in Finding 4 must submit to the San Diego Water Board, no later than three (3) months from the date of this Order (September 5, 2017), a written notice stating whether the MS4 permittee will implement Track 1 or Track 2 to comply with the trash discharge prohibition in the Ocean Plan and ISWEBE Plan.
- 2. Track 1 Jurisdictional Maps and Time Schedule.** Each MS4 permittee identified in Finding 4 electing to comply with Track 1 must submit the following information no later than eighteen (18) months from the date of this Order (December 3, 2018):
  - a.** A jurisdictional map identifying Priority Land Uses, the corresponding storm drain network including all storm drain inlets and drainage, proposed full capture system installation locations and associated drainage areas; *and*
  - b.** A time schedule to achieve full compliance with the trash discharge prohibition, including interim milestones (such as average load reductions of ten percent per year or other progress) to full implementation. The final compliance date must not be later than fifteen (15) years from the effective date of the Trash Amendments (i.e. December 2, 2030).
- 3. Track 2 Implementation Plans.** Each MS4 permittee identified in Finding 4 electing to comply with Track 2 must submit, no later than eighteen (18) months from the date of this Order (December 3, 2018), an implementation plan that describes:
  - a.** The combination of controls<sup>4</sup> selected by the MS4 permittee and the rationale for each selection;
  - b.** How the combination of controls is designed to achieve full capture system equivalency;
  - c.** How full capture system equivalency will be demonstrated;
  - d.** How the implemented controls identified in the trash implementation plans will be monitored and assessed in jurisdictional runoff management program or Water Quality Improvement Plan Annual Reports;
  - e.** Proposals by MS4 permittees, if any, to substitute Priority Land Uses described in Finding 9 above with other locations or land uses, provided that the total trash

<sup>3</sup> Directives A 1, A.2, A.3, and A.5 do not apply to the Riverside County Flood Control and Water Conservation District because it does not have land use authority over Priority Land Uses.

<sup>4</sup> Controls include full capture systems, multi-benefit projects, other treatment controls, and/or institutional controls, as defined in Appendix D of the Ocean Plan and Appendix E of the ISWEBE Plan.

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generated in other locations or land uses is equivalent to, or greater than, the total trash generated in the Priority Land Use being substituted; *and*

- f. A time schedule to achieve full compliance with the trash discharge prohibition, including interim milestones (such as average load reductions of ten percent per year or other progress) to full implementation. The proposed final compliance date must not be later than fifteen (15) years from the effective date of the Trash Amendments (i.e. December 2, 2030).
4. **Identification of Substantial Trash Generating Land Uses or Locations Within Riverside County Flood Control and Water Conservation District's Jurisdiction.** The Riverside County Flood Control and Water Conservation District (District) must submit, no later than eighteen (18) months from the date of this Order (December 3, 2018), a report identifying land uses or locations within its jurisdiction including but not limited to, facilities, drainage structures, and easements that generate a substantial amount of trash.
5. **Coordination with Caltrans.** Each MS4 permittee identified in Finding 4 must submit, no later than eighteen (18) months from the date of this Order (December 3, 2018), a description of how MS4 permittees will coordinate their efforts to install, operate, and maintain full capture systems, multi-benefit projects, and other controls with Caltrans in significant trash generating areas and/or priority land uses, as applicable.

## B. PROVISIONS

1. **Signatory Requirements.** All documents submitted to the San Diego Water Board must be signed and certified.
  - a. All reports required by this Order must be signed as follows:
    - (1) For a corporation, by a principal executive officer of at least the level of vice-president;
    - (2) For a partnership or sole proprietorship, by a general partner or the proprietor, respectively;
    - (3) For a municipality, state, federal or other public agency, by either a principal executive or ranking elected official.
    - (4) By a duly authorized representative of the person designated above (B.1.a.(1), B.1.a.(ii), or B.1.(a)(iii)). A person is a duly authorized representative only if:
      - (a) The authorization is made in writing by a person described in paragraph B.6.a above;

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- (b) The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility or activity; and
  - (c) The written authorization is submitted to the San Diego Water Board.
- b. Any person signing a document required by this Order must make the following certification:

*"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

2. **Submittal of Documents.** All documents submitted to the San Diego Water Board in compliance with this Order must be submitted in electronic format (compact disk (CD-ROM or CD) in a Portable Document Format (PDF), unless otherwise directed. All electronic format documents required under this Order must be submitted to:

Executive Officer  
California Regional Water Quality Control Board  
San Diego Region  
2375 Northside Drive, Suite 100  
San Diego, CA 92108  
Attn: Laurie Walsh, PE, Storm Water Management Unit

3. **Changes to Order.** This Order may be amended, rescinded, or updated by the Executive Officer. The MS4 permittees may propose changes or alternatives to the requirements in this Order if a valid rationale for the changes is shown. The filing of a request by a MS4 permittees for amending, rescinding, or updating this Order, or notification of planned changes or anticipated noncompliance does not stay any condition of this Order.

## C. NOTIFICATIONS

1. **Enforcement Discretion.** The San Diego Water Board reserves its right to take any enforcement action authorized by law for violations of the terms and conditions of this Order.
2. **Requesting Administrative Review by the State Water Board.** Any aggrieved person may petition the State Water Board regarding this Order in accordance with Water Code section 13320 and the California Code of Regulations title 23 sections 2050 and following. The State Water Board must receive the petition by 5:00 p.m..

# Attachment B

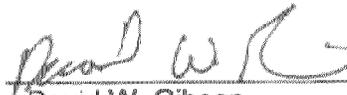
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30 days following the date of this Order. Copies of the laws and regulations applicable to filing petitions may be found on the State Water Board website at [http://www.waterboards.ca.gov/public\\_notices/petitions/water\\_quality](http://www.waterboards.ca.gov/public_notices/petitions/water_quality) or will be provided upon request.

For instructions on how to file a petition for review, see the State Water Board website at:  
[http://www.waterboards.ca.gov/public\\_notices/petitions/water\\_quality/wqpetition\\_instructions.shtml](http://www.waterboards.ca.gov/public_notices/petitions/water_quality/wqpetition_instructions.shtml)

Ordered By:



David W. Gibson  
EXECUTIVE OFFICER  
June 2, 2017