



City of Lemon Grove  
City Council Regular Meeting Agenda  
Tuesday, November 6, 2018, 6:00 p.m.

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

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

Call to Order

Pledge of Allegiance

Changes to the Agenda

Presentations

- Recognition of Girl Scout Troop 6786 and Troop Leader Courtney Cuellar
- Redesign of City Website presented by Miranda Evans, Management Analyst

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. Waive Full Text Reading of All Ordinances on the Agenda

Reference: Jim 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.

B. City of Lemon Grove Payment Demands

Reference: Molly Brennan, Finance Director

*Recommendation: Ratify Demands*

C. Approval of Meeting Minutes

Special Meeting

October 23, 2018

Reference: Shelley Chapel, City Clerk

*Recommendation: Approve Minutes*

- D. Acceptance of Planning Commission Meeting Minutes  
Regular Meeting  
September 24, 2018

Reference: Shelley Chapel, City Clerk  
*Recommendation: Accept Minutes*

- E. Approval of a Professional Services Agreement with Rick Engineering Company to Update the Citywide Drainage Master Plan

Reference: Mike James, Assistant City Manager / Public Works Director  
*Recommendation: Adopt Resolution No. 2018-3615, entitled, "Resolution of the City Council of the City of Lemon Grove, California, Approving a Professional Services Agreement with Rick Engineering Company to Update the Citywide Drainage Master Plan."*

- F. Approval of a Amendment to the Professional Services Agreement with Horton, Oberrecht, Kirkpatrick, and Martha

Reference: Mike James, Assistant City Manager / Public Works Director  
*Recommendation: Adopt Resolution No. 2018-3616, entitled, "Resolution of the City Council of the City of Lemon Grove, Approving an Amendment to the Professional Services Agreement with Horton, Oberrecht, Kirkpatrick and Martha."*

- G. Approval of a Resolution to Declare a Shelter Crisis

Reference: Lydia Romero, City Manager  
*Recommendation: Adopt Resolution No. 2018-3617, entitled, "Resolution of the City Council of the City of Lemon Grove, Declaring a Shelter Crisis Pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code Section 8698.2)"*

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

City Manager and Department Director Reports: (Non-Action Items)

Closed Session

1. LIABILITY CLAIM  
Government Code Section 54956.95  
Claimant: Gloria Smith  
Agency Claimed Against: City of Lemon Grove
  
2. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957  
Position to be filled: City Attorney

Adjournment

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

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**AFFIDAVIT OF NOTIFICATION AND POSTING**

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

I, Shelley Chapel, MMC, City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours before the hour of 5:30 p.m. on November 1, 2018, to the members of the governing agency, and caused the agenda to be posted on the City's website at [www.lemongrove.ca.gov](http://www.lemongrove.ca.gov) and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

**/s/: Shelley Chapel**

Shelley Chapel, MMC, City Clerk

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.A  
**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.

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.B  
**Dept.** Finance

**Item Title:** City of Lemon Grove Payment Demands

**Staff Contact:** Molly Brennan, Finance Manager

**Recommendation:**

Ratify Demands
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**Fiscal Impact:**

None.

**Environmental Review:**

Not subject to review

Negative Declaration

Categorical Exemption, Section

Mitigated Negative Declaration

**Public Information:**

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

**Attachments:**

None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Molly Brennan, Finance Manager

For Council Meeting: 11/06/18

ACH/AP Checks 10/10/18-10/30/18

1,173,269.36

Payroll - 10/09/18

128,515.95

Payroll - 10/23/18

130,411.52

Total Demands

1,432,196.83

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	3568860625 4154920380	SDG&E	10/10/2018	Electric Usage:St Light 8/31/18-9/30/18 Electric Usage:St Light 8/31/8-9/30/18	1,286.23 1,879.92	3,166.15
ACH	Sep26-Oct9 18	Calpers Supplemental Income 457 Plan	10/11/2018	457 Plan 9/26/18-10/9/18	5,368.53	5,368.53
ACH	Sep18 Sep18	Wells Fargo Bank	10/11/2018	Credit Card Processing-Mo.Svc Charge - Sep'18 Credit Card Transaction Fees- Sep'18	9.95 721.75	731.70
ACH	Sep18	Wells Fargo Bank	10/11/2018	Bank Service Charge - Sep'18	491.15	491.15
ACH	Oct9 18	Employment Development Department	10/11/2018	State Taxes 10/9/18	7,095.45	7,095.45
ACH	Sep12-Oct9 18	California Public Empl Retirement System	10/12/2018	Pers Retirement 9/12/18-10/9/18	62,746.76	62,746.76
ACH	653578	Aflac	10/15/2018	AFLAC Insurance 10/25/18	660.24	660.24
ACH	Oct9 18	US Treasury	10/16/2018	Federal Taxes 10/9/18	22,089.19	22,089.19
ACH	Refill 10/15/18	Pitney Bowes Global Financial Services LLC	10/16/2018	Postage Usage 10/15/18	250.00	250.00
ACH	56203638	WEX Bank	10/17/2018	Fuel - Fire Dept - Sep'18	189.21	189.21
ACH	Oct18	Power Pay Biz/Evo	10/17/2018	Online Credit Card Processing - Oct'18	0.56	0.56
ACH	Oct18	Wells Fargo Bank	10/17/2018	Bankcard Chargeback	103.00	103.00
ACH	Oct18	Wage Works	10/19/2018	FSA Reimbursement - Oct'18	88.25	88.25
ACH	Oct18	Southern CA Firefighters Benefit Trust	10/24/2018	LG Firefighters Benefit Trust - Oct'18	1,661.40	1,661.40
ACH	Oct23 18	Employment Development Division	10/25/2018	State Taxes 10/23/18	7,635.20	7,635.20
ACH	Oc11-Oct23 18	Calpers Supplemental Income 457 Plan	10/25/2018	457 Plan 10/11/18-10/23/18	5,523.53	5,523.53
ACH	Sep18	San Diego County Sheriff's Department	10/29/2018	Law Enforcement Services - Sep'18	486,390.06	486,390.06
ACH	Oct23 18	US Treasury	10/30/2018	Federal Taxes 10/23/18	23,318.71	23,318.71
10300	4734920	Bearcom	10/10/2018	Portable Radios Monthly Contract 9/22/18-10/21/18	150.00	150.00
10301	895479-9	BJ's Rentals	10/10/2018	Saw & Blade Rental - Dartmoor St Repair	86.22	86.22
10302	82023124-00	Bridgestone Hosepower LLC	10/10/2018	Hose Assembly - LGPW#29 Dump Truck -PW/Streets	282.99	282.99
10303	10/9/18	California State Disbursement Unit	10/10/2018	Wage Withholding Pay Period Ending 10/9/18	161.53	161.53
10304	OES0000041	City of El Cajon	10/10/2018	Cal OES Incident/Cranston Fire - Diaz 7/26/18-7/30/18	5,565.01	5,565.01
10305	161	CityPlace Planning, Inc.	10/10/2018	Interim Dev Svcs Dir tasks - Sep '18	3,520.00	3,520.00
10306	Sep18	Colonial Life	10/10/2018	Colonial Optional Insurance -Sep18	446.80	446.80
10307	19CTOFLGN03	County of San Diego- RCS	10/10/2018	800 MHZ Network - Sep '18	2,935.50	2,935.50
10308	10/1/18 Fire	Cox Communications	10/10/2018	Main Phone/Fire- 10/1/18-10/31/18	470.79	470.79
10309	Jul-Sep18	Division of the State Architect	10/10/2018	State CASP Fee - 7/1/18-9/30/18	43.20	43.20
10310	1002182305	Domestic Linen- California Inc.	10/10/2018	Shop Towels & Safety Mats 10/2/18	82.10	82.10
10311	Flores	Flores, Gabriel	10/10/2018	Refund/Flores, Gabriel/MUP 180-0003 Withdrawal- 9/20/18	233.41	233.41
10312	Reimb-9/24/18	Govea, Garrett	10/10/2018	Reimb: Tuition - BS Mgmt/Business Law/Govea 9/18/18	405.00	405.00
10313	00055969	Hudson Safe-T- Lite Rentals	10/10/2018	Drive Rivets for Sign Installation	75.78	75.78

10314	Oct9 18	ICMA	10/10/2018	ICMA Deferred Compensation Pay Period Ending 10/9/18	580.77	580.77
10315	INV218387	LN Curtis & Sons	10/10/2018	Shadow 14" Pull On Structural Pants - Wilson	437.37	437.37
10316	IN1262892	Municipal Emergency Services Inc.	10/10/2018	18 Scott AV300HT 4 Point Kevlar Rt Brackets	5,093.13	5,093.13
10317	Pinones	Pinones, Tala	10/10/2018	Refund/Pinones, Tala/Deposit- Courtyard - 9/29/18	200.00	200.00
10318	100118	Pro Drain & Plumbing Service Inc.	10/10/2018	Plumbing Service - HOPE Inc/Restroom	210.00	210.00
10319	3630 3631	Qual Chem Corp.	10/10/2018	Q339-Degreaser/Stain Remover Shop Towels	1,663.32 1,775.04	3,438.36
10320	31545753 31552349	RCP Block & Brick, Inc.	10/10/2018	Bulk Crushed Rock - PW Yard Bulk Concrete Sand - PW Yard/Streets	69.82 102.79	172.61
10321	Rucker	Rucker, Alvida	10/10/2018	Refund/Rucker/NewAssuranceBaptist//Deposit- LBH - 9/29/18	200.00	200.00
10322	SD Grant/Racic	San Diego Grantmakers	10/10/2018	Refund/SD Grantmakers/Racic/Deposit/Fac Use - Comm Ctr - 9/26/18	400.00	400.00
10323	0000633	Streamline Automation Systems LLC	10/10/2018	Streamline Software-Annual Fees/Data Hosting/Maint/Backups/Updates	3,530.52	3,530.52
10324	4133-1	The Sherwin-Williams Co.	10/10/2018	Graffiti Supplies	83.44	83.44
10325	09052018	Jamul Indian Village	10/16/2018	Legal Claim	11,628.00	11,628.00
10326	11487	AdminSure	10/17/2018	Workers' Compensation Claims Administration - Nov'18	440.42	440.42
10327	6228 6229 6230	Aguirre & Associates	10/17/2018	2065 69th St - Final Map Review - Sep '18 6302 Federal - Lot Line Adj - Sep'18 LGAR Excess Property Survey - Sep '18	287.50 402.50 230.00	920.00
10328	Allen	Allen, Jamilah	10/17/2018	Refund/Allen, Jamilah/Deposit - Courtyard- 10/14/18	300.00	300.00
10329	76928	Anthem Blue Cross EAP	10/17/2018	Employee Assistance Program - Oct 18	114.40	114.40
10330	Reimb 10/16/18	Boyce, Stephanie	10/17/2018	Mileage & Parking Reimbursement - Boyce 9/14/18-10/10/18	85.50	85.50
10331	Bradley	Bradley, Kiana	10/17/2018	Refund/Bradley, Kiana/Deposit - CommCtr- 10/6/18	200.00	200.00
10332	PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17	Brenda Wardrip	10/17/2018	Petty Cash- Supplies/City's 40th Celebration Petty Cash- Community Promotion/2018 STOC Address Petty Cash- Livescan- 9/19/18 Petty Cash- City Clerk Supplies/Storage Boxes Petty Cash- Mileage- Boyce 7/12/18-7/19/18 Petty Cash- Mileage- James 7/11/18-7/13/18 Petty Cash- Mileage- Boyce 8/28/18-9/11/18 Petty Cash- Meeting/Lunch/Caltrans- Boyce 9/11/18 Petty Cash- PW/Welding Supplies Petty Cash- PW/Facilities/Plumbing Supplies Petty Cash- Community Promo/Social Media Prize Giveaway/Postage Petty Cash- Livescan- 4/3/18	43.06 41.61 119.00 46.72 15.81 20.53 24.25 18.35 22.68 27.23 21.22 20.00	420.46
10333	14603-18993	Cable Pipe & Leak Detection Inc	10/17/2018	LBH Senior Ctr - Water Leak Survey	280.00	280.00
10334	19307005	Canon Financial Services Inc	10/17/2018	Canon Plotter 2 Yr Carepack Contract Charge 10/20/18-11/19/18	72.73	72.73
10335	020D518074 020D518122 020D518123 020D518160 020D518161 020D518162	Cintas Corp 2	10/17/2018	Annual Fire Extinguisher/Exit Sign Inspctn- Sheriff Stn 10/8/18 Annual Fire Extinguisher/Exit Sign Inspection- City Hall 10/8/18 Annual Fire Extinguisher/Alarm Sys Inspection- Fire Stn 10/8/18 Annual Fire Extinguisher/Exit Sign Inspctn- PW Yard 10/8/18 Annual Fire Extinguisher Inspection- Rec Ctr 10/8/18 Annual Fire Extinguisher/Exit Sign Inspctn- Sr Ctr 10/8/18	583.03 344.90 226.82 1,087.85 162.91 414.44	2,819.95
10336	4010561424 4010842318	Cintas Corporation #694	10/17/2018	Janitorial Supplies - 10/4/18 Janitorial Supplies - 10/11/18	218.66 580.50	799.16
10337	FRS0000126	City of El Cajon	10/17/2018	Overtime Reimbursement - Kelsen 9/27/18	1,168.30	1,168.30
10338	20399	City of La Mesa	10/17/2018	Overtime Reimbursement - Jul'18	129.13	129.13
10339	1887 1888	Clark Telecom & Electric Inc.	10/17/2018	Street Light Dig Alert Mark Outs - Aug '18 Street Light Repairs- Aug '18	631.37 1,506.01	2,137.38
10340	36746	Colantuono, Highsmith & Whatley, PC	10/17/2018	Legal Svcs - thru Sep'18	84.84	84.84
10341	81921017 81921558	Corelogic Solutions, LLC.	10/17/2018	Image Requests - Sep'18 RealQuest Graphics Package - Sep'18	16.50 300.00	316.50
10342	201800813	County of San Diego/Assessor/Recorder/Clerk	10/17/2018	Recording Services- 9/5/18	12.00	12.00
10343	10/1/2018 9/30/2018 9/30/2018	Cox Communications	10/17/2018	Phone/City Hall- 10/1/18-10/31/18 Internet/Community Ctr- 9/30/18-10/29/18 Peg Circuit Svc 9/30/18-10/29/18	975.26 75.00 2,896.29	3,946.55

10344	4534 4544 4545 4546 4547 4548 4549	D- Max Engineering Inc	10/17/2018	D-Max Stormwater Prof Svcs thru 8/31/18 6800 Mallard Ct Stormwater Inspection 8/1/18-8/31/18 Celsius Phase II- 18-19 8/1/18-8/31/18 Center Hilltop Condos Stormwater Inspections 8/1/18-8/31/18 Grove Lofts Stormwater Inspections 8/1/18-8/31/18 Ildica Stormwater Inspections 8/1/18-8/31/18 LGA Realignment Stormwater Inspection 8/1/18-8/31/18	8,308.20 555.34 241.15 187.84 214.90 240.34 162.40	9,910.17
10345	100418560	DAR Contractors	10/17/2018	Animal Disposal- Sep '18	162.00	162.00
10346	10/1-4/18 9/24-27/18	Esgil Corporation	10/17/2018	75% Building Fees- 10/1/18-10/4/18 75% Building Fees- 9/24/18-9/27/18	28,436.21 4,207.79	32,644.00
10347	26365	Excell Security, Inc.	10/17/2018	Senior Center Security Guard - 10/14/18	99.80	99.80
10348	57776	Global Power Group, Inc	10/17/2018	Preventive Maintenance - Generator/Fire Station	367.00	367.00
10349	4-70871-DS-001	HNTB Corporation	10/17/2018	Prof Svcs: OCS for LGA Realignment Proj 7/28/18-8/24/18	1,420.90	1,420.90
10350	93222	Horton, Oberrecht, Kirkpatrick & Martha, APC	10/17/2018	Legal Svcs: GHC 0019886	6,391.30	6,391.30
10351	00055256	Hudson Safe-T- Lite Rentals	10/17/2018	10' Square Posts - Park Project	415.68	415.68
10352	Reimb-10/10/18	Loftis, Zach	10/17/2018	Reimb: Giftcards/Employee Apprec Event/Berry St Pk 10/11/18	70.00	70.00
10353	Lopez Vega	Lopez Vega, Nohemi	10/17/2018	Refund/Lopez Vega, Nohemi/Deposit - LeeHouse- 10/6/18	200.00	200.00
10354	Sep 18 Sep 18 Sep 18 Sep 18 Sep 18	Lounsbery Ferguson Altona & Peak LLP	10/17/2018	General 01163-00002 - Sep '18 Code Enforcement 01163-00003 - Sep '18 01163-00028 - Sep '18 Sanitation Dist 01163-00036 - Sep '18 01163-00037 - Sep '18	12,416.80 730.87 3,050.80 215.80 863.20	17,277.47
10355	Martin	Martin, Steven	10/17/2018	Refund/Martin, Steven/CD1-800-0044- Address Fee 9/18/18	100.00	100.00
10356	IN1272063	Municipal Emergency Services Inc	10/17/2018	SCBA Fit Test	300.00	300.00
10357	6253	North County EVS, Inc.	10/17/2018	E10 Service Call/DEF Fluid Leak/Spot Lights	418.26	418.26
10358	102380	NV5, Inc.	10/17/2018	LGA Realignment- Construction Support Svcs thru 8/31/18	4,011.28	4,011.28
10359	Odom	Odom, Andrea	10/17/2018	Refund/Odom, Andrea/Deposit - Rec Ctr- 10/7/18	200.00	200.00
10360	2018346	Pacific Railway Enterprises, Inc.	10/17/2018	LGA Realignment Proj 7/29/18 - 9/1/18	16,835.59	16,835.59
10361	18-Oct	PLIC- SBD Grand Island	10/17/2018	Dental Insurance -Oct18	3,944.52	3,944.52
10362	Reyes	Reyes, Minerva	10/17/2018	Refund/Reyes, Minerva/Duplicate Payment - Lee Courtyard- 11/3/18	225.00	225.00
10363	Sanchez	Sanchez, Christina	10/17/2018	Refund/Sanchez, Christina/Deposit/Partial Rental - CC- 10/13/18	353.13	353.13
10364	7701 1/2 NorthA 7701 1/2 NorthB 7772 1/2 NorthA 7772 1/2 NorthB Sep18	SDG&E	10/17/2018	7701 1/2 North Ave A- 9/3/18-10/2/18 7701 1/2 North Ave B- 9/3/18-10/2/18 7772 1/2 North Ave A- 9/3/18-10/2/18 7772 1/2 North Ave B- 9/3/18-10/2/18 Gas & Electric 8/20/18-9/19/18	10.56 9.06 9.06 9.06 24,588.79	24,626.53
10365	3394-09 3394-09 3394-09	Select Electric Corp.	10/17/2018	Traffic Signal Maintenance- Sep'18 Traffic Signal Service Calls- Sep'18 Traffic Signal Dig Alert Mark Outs- Sep'18	1,413.37 2,389.68 2,692.25	6,495.30
10366	18-Oct	Standard Insurance Company	10/17/2018	Long Term Disability Insurance - Oct18	1,745.61	1,745.61
10367	8051696446	Staples Advantage	10/17/2018	Office Supplies & Copy Paper - City Hall	428.62	428.62
10368	00071354	The East County Californian	10/17/2018	Public Hearing Notice - Discretionary Permits - 10/4/18	168.00	168.00
10369	Tinsley	Tinsley, Jerry	10/17/2018	Refund/Tinsley, Jerry/Deposit - LBH- 10/13/18	200.00	200.00
10370	38027C-0918	Trepte Construction Company	10/17/2018	Prof Svcs: Sep'18	3,773.09	3,773.09
10371	STMT 9/24/2018 STMT 9/24/2018	US Bank Corporate Payment Systems	10/17/2018	Oil Absorbent for Engines/Gas Line Cap Station Supplies/Trash Bags/Mops Diesel Exhaust Fluid SD East County Chamber/Women in Leadership Event/Romero 9/28/18 Postage CSMF0 Registration Compact Memory Card Tactical Packs/Auto-Retracting Clips Lodging/Training/Drum 8/21/18-8/24/18 APA/AICP Dues 10/1/18-9/30/19 SoGOSQ/Membership Fee - Credit Emergency Care Slideguide	71.52 165.64 54.26 75.00 13.82 370.00 51.71 71.65 162.69 700.00 -65.00 493.94	3,713.77

	STMT 9/24/2018			Airfare/OES WY/Hales 9/24/18	615.80	
	STMT 9/24/2018			Helmet Shields	127.00	
	STMT 9/24/2018			Department Exp/Gas Shut Off Valve Decal	9.99	
	STMT 9/24/2018			PW Greenbooks 2018	225.43	
	STMT 9/24/2018			Pesticide Application Training/Hunt & Landeros	200.00	
	STMT 9/24/2018			LGPW#03 '00 Ford Ranger/Replace Ignition	357.40	
	STMT 9/24/2018			Employee Appreciation/Thank You Cards	12.92	
10372	105172807 3405164-CA	US HealthWorks Medical Group,PC	10/17/2018	Medical Exam - 9/13/18	323.16	458.16
				Medical Exam - 9/19/18	135.00	
10373	9814543630 9815811152 9/12/2018	Verizon Wireless	10/17/2018	City Phone Charges- 8/13/18-9/12/18	323.34	526.16
				Modems- Cardiac Monitors - 9/4/18-10/3/18	14.04	
				PW Tablets- 8/13/18-9/12/18	188.78	
10374	2016.04-026	West Coast General Corporation	10/17/2018	LGA Realignment Proj- 8/1/18-8/31/18	197,956.48	197,956.48
10375	0266 39329 39332	A Aaron Lock & Key	10/24/2018	Keys - Comm Ctr	28.49	590.11
				Locks & Keys/Sheriff Stn	145.12	
				Lock/Rekey - Restroom - HOPE Inc	416.50	
10376	12763	AAA Imaging	10/24/2018	Business Cards/Boyce/Romero/Hidalgo/Window & Non-Window Envelopes	905.10	905.10
10377	9/13/18-10/12/18	AT&T	10/24/2018	Phone Service 9/13/18-10/12/18	83.12	83.12
10378	32596	Aztec Landscaping Inc	10/24/2018	Landscape Mgmt Svc - Sep'18	9,629.00	9,629.00
10379	BRS-0017253	Bickmore	10/24/2018	Self-Insured Workers' Comp Program Actuarial Review	2,250.00	2,250.00
10380	898121-9	BJ's Rentals	10/24/2018	Propane	12.45	12.45
10381	10/23/18	California State Disbursement Unit	10/24/2018	Wage WithholdingPay Period Ending 10/23/18	161.53	161.53
10382	19299093 19307004	Canon Financial Services Inc	10/24/2018	Canon Plotter Contract Charge 10/21/18-11/20/18	144.00	225.35
				Canon Copier Contract Charge 10/20/18-11/19/18	81.35	
10383	Reimb 10/15/18	Chapel, Shelley	10/24/2018	Reimb: Mileage - Chapel 8/8/18-10/11/18	70.25	70.25
10384	4011125568	Cintas Corporation #694	10/24/2018	Janitorial Supplies - 10/18/18	218.66	218.66
10385	759 765 784	City of Chula Vista	10/24/2018	Animal Control Services- Jul '18	24,163.00	72,489.00
				Animal Control Services- Aug '18	24,163.00	
				Animal Control Services- Sep '18	24,163.00	
10386	HFTA000097	City of El Cajon	10/24/2018	HFTA Fees - QTR 2 FY18/19	4,483.00	4,483.00
10387	20405 20411 20411 20411 20411 20411 20411 20411 20411 20411 20411 20411	City of La Mesa	10/24/2018	Household Hazardous Waste Event- 9/15/18	1,130.00	13,816.41
				Overtime Reimbursement - Perrins 8/10/18	1,154.35	
				Overtime Reimbursement - Sergeant 8/17/18	1,257.14	
				Overtime Reimbursement - Sergeant 8/18/18	1,257.14	
				Overtime Reimbursement - Deitz 8/24/18	1,154.35	
				Overtime Reimbursement - Provence 8/24/18	1,154.35	
				Overtime Reimbursement - Granger 8/30/18	997.20	
				Overtime Reimbursement - Garcia 9/5/18	1,099.21	
				Overtime Reimbursement - Brown 9/5/18	1,046.83	
				Overtime Reimbursement - Tasco 9/13/18	1,154.35	
				Overtime Reimbursement - Tasco 9/14/18	1,154.35	
				Overtime Reimbursement - Casey 9/16/18	1,257.14	
10388	37083	Colantuono, Highsmith & Whatley, PC	10/24/2018	Legal Svcs - thru 9/30/18	15.72	15.72
10389	5089	Countywide Mechanical Systems, Inc	10/24/2018	Plumbing Repair- HOPE Inc/Restroom	493.91	493.91
10390	2259Wash- 10/11 7071MTV- 10/11 8235MTV- 10/13 Rec Ctr- 10/9	Cox Communications	10/24/2018	Calsense Modem Line:2259 Washington 10/6/18-11/5/18	21.11	233.24
				Calsense Modem Line:7071 Mt Vernon 10/6/18-11/5/18	20.01	
				Calsense Modem Line:8235 Mt Vernon 10/9/18-11/8/18	94.39	
				Phone/Rec Ctr/ 3131 School Ln- 10/4/18-11/3/18	97.73	
10391	4564	D- Max Engineering Inc	10/24/2018	D-Max Stormwater Prof Svcs thru 9/30/18	4,130.08	4,130.08
10392	0918.05.0009 0918.19.0008	Dexter Wilson Engineering, Inc.	10/24/2018	Eng Svc-District's Sewer System Mgmt Plan - Sep'18	300.00	5,642.50
				Metro JPA Wastewater Issues - Sep'18	5,342.50	
10393	1016182305	Domestic Linen- California Inc	10/24/2018	Shop Towels & Safety Mats 10/16/18	82.10	82.10
10394	235909	Evans Tire & Service Center	10/24/2018	LGPW #26 '14 Chevy 3500 Van - 6 Tires/Balance/Svc Agreement	946.74	946.74
10395	INV1014082	George Hills Company	10/24/2018	TPA Claims- Adjusting/Other Services - Sep 18	273.00	273.00
10396	58121	Global Power Group, Inc	10/24/2018	Fuel for Generator - Fire Station	141.50	141.50
10397	00056470 00056588 00056749	Hudson Safe-T- Lite Rentals	10/24/2018	Crosswalk Install/Ped Xing Signs/Arrow Signs -Golden & School Ln	303.10	1,196.17
				No Right Turn Signs/Stop Here on Red Signs - LGA Realignment	173.20	
				Highway 94 Sign - LGA Realignment	81.19	

	00056794			3 5-Gallon White Traffic Paint - LGA Realignment	220.83	
	00056900			No Ped Xing Sign/Concrete in Can/Drive Rivets - Sign Installation -LGAR	417.85	
10398	Oct23 18	ICMA	10/24/2018	ICMA Deferred Compensation Pay Period Ending 10/23/18	580.77	580.77
10399	130143 CivicCtr-Sep18 Sheriff- Sep18	Knott's Pest Control, Inc.	10/24/2018	On Call Pest Control- Senior Center - Oct18 Monthly Bait Stations- Civic Ctr - Sep18 Monthly Bait Stations- Sheriff - Sep18	110.00 60.00 45.00	215.00
10400	Leavitt, Tim	Leavitt, Tim	10/24/2018	Refund/Leavitt, Tim/Duplicate Dog License 10/10/18	35.00	35.00
10401	INV22895	Logiccopy	10/24/2018	Ricoh C3502 Copier Contract & Usage Charge PW Yard-10/7/18-11/6/18	92.72	92.72
10402	1028918	Michael Baker International	10/24/2018	Prof Svc: As-Needed Engineering Svcs thru 9/30/18	23,865.00	23,865.00
10403	222130 222131 222132	Ninyo & Moore	10/24/2018	Grove Loft Apartments Inspection Svcs thru 9/28/18 Hilltop Condos Proj Inspection Svcs thru 9/28/18 8501 Ildica Inspection Svcs thru 9/28/18	270.50 270.50 870.50	1,411.50
10404	6278	North County EVS, Inc.	10/24/2018	E310 Service Call/Air Ride Seat Control Valves	258.53	258.53
10405	148594	Pacific Sweeping	10/24/2018	Street Sweeping/Parking Lot - Power Washing/Bus Shelters- Sep'18	6,428.55	6,428.55
10406	PD-39774 PD-39815	Plumbers Depot Inc	10/24/2018	LGPW#32 Hose Reel Swivel - GapVax LGPW#26 Sewer Camera Repair/Tire Assembly/Pipe	1,378.87 643.86	2,022.73
10407	10918	Pro Drain & Plumbing Service Inc	10/24/2018	Plumbing Services - Fire Str/Laundry Drain	110.00	110.00
10408	31505704 31556105	RCP Block & Brick, Inc.	10/24/2018	Hi-Strength Concrete Mix - PW Yard Rapid Set Concrete Mix/Sign Installation - LGA Realignment	30.41 37.07	67.48
10409	10495	Spring Valley Lawn Mower Shop	10/24/2018	Repair- Concrete Saw- PW/Streets	313.21	313.21
10410	SC-112268	State Water Resources Control Board	10/24/2018	Oversight Costs- LGA Realignment Site Cleanup 4/1/18-6/30/18	932.10	932.10
10411	Oct2018	Sun Life Financial	10/24/2018	Life Insurance - Oct18	109.71	109.71
10412	991819	Superior Ready Mix Concrete LP	10/24/2018	Asphalt - PW Yard/Supply	231.19	231.19
10413	00071604 00071606	The East County Californian	10/24/2018	Public Hearing Notice - CUP 3468 Citrus St - 10/11/18 Public Hearing Notice - Admin Appeal - 10/11/18	136.50 140.00	276.50
10414	9674-9	The Sherwin-Williams Co.	10/24/2018	Graffiti Cleanup Supplies	238.75	238.75
10415	9816412447 Tablets-10/12	Verizon Wireless	10/24/2018	City Phone Charges- 9/13/18-10/12/18 PW Tablets- 9/13/18-10/12/18	176.14 188.78	364.92
					1,173,269.36	1,173,269.36

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.C

**Dept.** City Manager's Office

**Item Title:** Approval of City Council Meeting Minutes

**Staff Contact:** Shelley Chapel, MMC, City Clerk

**Recommendation:**

Approval of City Council Meeting Minutes for Special Meeting held October 23, 2018.

**Fiscal Impact:**

None.

**Environmental Review:**

Not subject to review

Negative Declaration

Categorical Exemption, Section

Mitigated Negative Declaration

**Public Information:**

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

**Attachments:**

None.

**MINUTES OF A SPECIAL MEETING OF  
THE LEMON GROVE CITY COUNCIL  
TUESDAY, OCTOBER 23, 2018**

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

**Call To Order:**

Mayor Vasquez called the Regular Meeting to order at 6:00 p.m.

**Present:** Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember David Arambula, and Councilmember Matt Mendoza.

**Absent:** None.

**Staff Members Present:**

Lydia Romero, City Manager, Kristen Steinke, Assistant City Attorney, Mike James, Assistant City Manager/Public Works Director, Interim Mike Chasin, Fire Chief, Lieutenant Scott Amos, San Diego County Sheriff's Office - Lemon Grove Substation, Shelley Chapel, City Clerk, Molly Brennan, Finance Manager, and Daryn Drum, Fire Division Chief.

**1. Discussion of FY 2018-19 General Fund Operating Budget**

Lydia Romero, City Manager and Molly Brennan, Finance Manager provide the PowerPoint presentation and overview for discussion. Provided in the presentation were the potential for cuts in each department and potential remedies including revenue generating ideas as solutions to help close the gap in the budget for 2018-19 fiscal year.

The City Council provided the City Manager and Finance Manager confirmation of consensus on areas they agreed with staff regarding cuts and concurred with certain revenue generating ideas which will be brought back to Council in the future.

*Mayor Vasquez called a break at 8:40 and the workshop resumed at 8:50.*

**Public Comment:**

Appeared to comment were: Jaime (Himeh) Carrillo, Chris Williams, and Angeles Nelson.

**Adjournment:**

There being no further business to come before the Council, the meeting was adjourned at 10:50 p.m. to a meeting to be held Tuesday, November 6, 2018, in the Lemon Grove Community Center located at 3146 School Lane, for a Regular meeting.

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Shelley Chapel, MMC  
City Clerk

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.D

**Dept.** City Manager's Office

**Item Title:** Approval of Planning Commission Meeting Minutes

**Staff Contact:** Shelley Chapel, MMC, City Clerk

**Recommendation:**

Approval of Planning Commission Meeting Minutes for Regular Meeting held September 24, 2018.
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**Fiscal Impact:**

None.

**Environmental Review:**

Not subject to review

Categorical Exemption, Section

Negative Declaration

Mitigated Negative Declaration

**Public Information:**

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

**Attachments:**

None.

**MINUTES OF A MEETING OF  
THE LEMON GROVE PLANNING COMMISSION  
MONDAY, SEPTEMBER 24, 2018**

**Call To Order:**

Chair Bailey called the Regular Meeting to order at 6:03 p.m.

**Roll Call** by Clerk Chapel.

Present: Chair Bailey, Vice-Chair Browne, Commissioner LeBaron, Commissioner Relucio,  
and Commissioner Smith.

Absent: None.

**Staff Members Present:**

Mike Viglione, Assistant Planner, Arturo Ortuño, Assistant Planner, Shelley Chapel, City Clerk, and Claudia Tedford, CityPlace Consultant.

**Pledge of Allegiance:**

Pledge of Allegiance to the Flag was led by Vice-Chair Browne.

1. **Approval of the Minutes:** The minutes for the June 25, 2018 Regular Meeting were approved.

**Action:** Motion by Commissioner Smith, seconded by Commissioner Relucio to approve meeting minutes.

The motion passed by the following vote:

**Ayes:** Bailey, Browne, LeBaron, Relucio, Smith

**Absent:** None.

**Changes to the Agenda:** None.

**Public Comments:**

Appeared to comment was: Nancy Henry

**Consent Item:** None.

**Public Hearing:**

2. Continuation of Public Hearing (AA1-800-0004, Administrative Appeal of the Development Services Director Determination Regarding the Expiration of the Land Use Authorization for a Nonconforming 15-Bed Boarding House/Independent Living Facility Located at 2555, 2561, and 2571 Crestline Drive in the Residential Low/Medium Zone.

Mike Viglione, Assistant Planner presented the request for continuance from September 24, 2018 to October 22, 2018.

*Commissioner Smith recused himself, disclosing that he lives within the project area, and left the room at 6:13 p.m. and returned to the dais at 6:14 p.m. with all members present.*

**Action:** It was moved by Commissioner Browne and seconded by Commissioner LeBaron to continue the Public Hearing to October 22, 2018 without further noticing.

The motion passed by the following vote:

**Ayes:** Bailey, Browne, LeBaron, Relucio

**Noes:** None

**Abstain:** Smith

3. Public Hearing to Consider Conditional Use Permit No. CUP-180-0003; a Request to Establish a 6,400 SF Veterinary Clinic with Retail Sales, Indoor Kennel, and Outdoor Activities at 7770 Broadway in the Transit Mixed-Use (TMU) Zone of the Downtown Village Specific Plan.

Arturo Ortuño, Assistant Planner presented the report and PowerPoint presentation.

Chair Bailey opened the Public Hearing at 6:23 p.m.

Appeared to comment were: Tom Parashos, Applicant Representative, and Sudeep Dhillon Applicant.

During the discussion Commissioners expressed concern about the number of animals allowed within each enclosure, kiosk vending machines located outside, outdoor seating, licensing inspection timing, boarding, and surveillance.

Planner Ortuño and the applicant responded to the Commissioners questions.

Adoption of the resolution would authorize conditionally approving Conditional Use Permit No. CUP-180-0003, a request to establish a veterinary clinic at 7770 Broadway in the Transit Mixed-Use (TMU) Zone of the Downtown Village Specific Plan.

**Action: The public hearing was closed at 6:36 p.m. on a motion by Commissioner Relucio and second by Commissioner LeBaron to adopt Resolution No. 18-02.**

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

**Ayes: Bailey, Browne, LeBaron, Relucio, Smith**

**Noes: None**

4. Separation Findings for Discretionary Permits

Mike Viglione, Assistant Planner introduced Claudia Tedford, with CityPlace who gave the report and the PowerPoint Presentation.

Chair Bailey opened the Public Hearing at 6:42 p.m.

Appeared to comment was: John L. Wood

During the discussion Commissioners expressed concern about the measurement of distance and the timing of findings and application.

Planner Viglione, and Consultant Tedford responded to the Commissions questions.

Review Proposed Amendments to Zoning Code Application Procedures to Include Early Separation Findings for Discretionary Permits, and Provide a Recommendation to the City Council. Direction to staff to draft Ordinance to present to the City Council.

**Action: The public hearing was closed at 7:23 p.m. by Chair Bailey. The Commission provided direct to staff including suggested amendments to the Draft Ordinance. On a motion by Commissioner Smith and second by Commissioner Relucio.**

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

**Ayes: Bailey, Browne, LeBaron, Relucio, Smith**

**Noes: None**

Amendments to include: The Planning Commission endorsed staff's recommendation with the following amendment to Section 17.28.020(F)(2) which is on Attachment B, page 7 of the report; and,

Affected Property Owners. The notice shall be mailed to all real property owners consistent with separation findings, or at an appropriate legal distance from all exterior boundaries of the subject property at least ten days prior to the decision. Notices shall be mailed using the names and addresses of the owners as shown on the latest equalized assessment roll in the office of the county assessor. Where the address of such owner is not shown on such assessment roll, failure to send notice by mail to such property owner shall not invalidate any proceedings in connection with such action. In the event that the number of owners to whom notice would be sent according to this subsection is greater than one thousand, then notices may, instead, be given by placing a display advertisement of at least one-eighth page in a newspaper having general circulation within the affected area  
Staff also cautioned the Planning Commission that the recommendation would need to be vetted by the City Attorney.

**Business from the Planning Staff:** None.

**Business from the Planning Commission:** None.

**Planning Commission Oral Comments & Reports on Meetings Attended At City Expense (G.C. 53232.3(d)):** None.

**Adjournment:**

**On a motion by Vice-Chair Browne and second by Commissioner Relucio.**

**The motion passed by the following vote to adjourn the meeting:**

**Ayes: Bailey, Browne, LeBaron, Relucio, Smith**

**Noes: None**

There being no further business to come before the Commission, the meeting was adjourned at 7:35 p.m. to a meeting to be held Monday, October 22, 2018, at 6:00 p.m. in the Lemon Grove Community Center located at 3146 School Lane, for a Regular meeting.

*s://Shelley Chapel*

Shelley Chapel, MMC  
City Clerk

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.E  
**Mtg. Date** November 6, 2018  
**Dept.** Public Works

**Item Title:** [Approve a Professional Services Agreement with Rick Engineering Company to Update the Citywide Drainage Master Plan]

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

**Recommendation:**

Adopt a resolution (**Attachment B**) approving a professional services agreement with Rick Engineering Company to update the citywide drainage master plan. ]

**Item Summary:**

In 1997, the City contracted with ASL Consulting Engineers to create a drainage master plan (master plan). The purpose of the master plan was to serve as a planning document to evaluate the existing drainage collection system, determine what the deficiencies were in the system, proposed system improvements and program costs as well as a proposed capital improvements program. Since the completion of the master plan, staff has referenced the master plan yet funding limitations has limited the size and scope of drainage related capital improvements projects. Rather, staff has limited projects to smaller areas of work in response to calls for service to the drainage system, annual maintenance related to drainage system, and locations that are known flooding sites during times of heavy rainfall.

The staff report (**Attachment A**) provides additional details about the proposed drainage master plan update, the consultant selection process, and concludes with staff’s recommendation.

**Fiscal Impact:**

[Funds were allocated in the Fiscal Year 2018-2019 budget from Fund 02 – Gas Tax Fund (SB-1 Roadway Maintenance and Rehabilitation Act) in an amount not to exceed \$250,000. ]

**Environmental Review:**

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

**Public Information:**

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

**Attachments:**

- A. Staff Report
- B. Resolution

## LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.E

Mtg. Date November 6, 2018

Item Title: **Approve a Professional Services Agreement with Rick Engineering Company to Update the Citywide Drainage Drain Master Plan**

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

### Background:

In 1997, the City contracted with ASL Consulting Engineers to create a drainage master plan (master plan). The master plan was created as a long-term planning document that included detailed analysis of the City's:

- Study area characteristics,
- Ultimate land use,
- Existing drainage facilities,
- System deficiencies,
- Proposed system improvements,
- Estimated program costs, and
- Proposed capital improvement program.

Since 1997, staff has referenced the master plan as a planning tool and as a resource for drainage related questions from the public, businesses or staff. However, due to limited funding sources, the size and scope of drainage capital improvement projects were limited to smaller projects that responded to calls for services, performing annual maintenance/cleaning catch basins, and addressing locations that are known flooding areas during times of heavy rainfall.

### Discussion: ]

Rick Engineering Company (Rick Engineering) continues to service as the City's contract city engineer, since Fiscal Year 2016-2017, to provide multiple engineering services to the city. A sample of those services, in addition to serving as the contract city engineer, includes supporting any capital improvement project as a part of the five-year capital improvement program, and serve as the subject matter expert for all drainage related tasks.

These two tasks have a direct impact on the master plan and as such city staff worked directly with Rick Engineering to determine what level of service is most appropriate to properly update the drainage master plan. Specifically, the water resources group with Rick Engineering has a tremendous amount of experience with not only updating but also creating master plans. Additionally, Rick Engineering has performed several site-specific drainage studies in the city that identified solutions to known flooding locations as well as recommendations to maintaining the city's municipal separate storm sewer system. With the prior knowledge of the city's drainage system Rick Engineering is the single point of contact that already has the historical knowledge of the city and can quickly assess the status of the city's system to properly update the master plan moving forward.

# Attachment A

The city's purchasing ordinance (LGMC 3.24.070) authorizes the City Council to select professionals based on the professional qualifications necessary for the satisfactory performance of the service required, on demonstrated competence, and on a fair and reasonable price consistent with Government Code Section 4526. While it is normally a standard practice to seek at least three proposals for the professional service needed, the purchasing officer (i.e. City Manager) may waive the requirements for solicitation of multiple proposals if one individual or firm can provide the professional services. Rick Engineering has proven that it has the professional ability, knowledge and prior experience performing like services and as such staff believes all desired tasks needed to perform the master plan update will be accomplished by Rick Engineering.

With staff's direction, Rick Engineering prepared a proposal (**Attachment B – Exhibit 1**) to update the city's master plan. The bullet points listed below outline key elements of the proposal that staff felt important to highlight:

1. Scope of Services: Six tasks that include data collection and compilation, closed circuit television (CCTV) of the corrugated metal pipe storm drain system, existing condition hydrologic and hydraulic analysis, recommend improvements, identifying regional improvement opportunities, and develop a final drainage master plan update.
2. Duration: This project will not exceed one year.
3. Project Cost: The total cost estimate, not including the four optional tasks, will not exceed \$249,855.00. If the additional tasks were considered it would require an additional \$44,900.00.
4. Deliverables: Five deliverables include an updated GIS storm drain inventory and identified corrugated metal pipe (CMP) systems for additional CCTV, hydrologic and hydraulic modeling results for existing conditions (2-year, 10-year, 100-year), GIS web application (ongoing, updated for deliverables), and a draft/final drainage master plan report with final GIS datasets.

A notable comment about the proposal from Rick Engineering relates to the tasks listed as "optional tasks" that may be considered after the completion of the master plan update. The four optional tasks include:

1. Interim Solution for CMP Segments: Analyze the results of the CCTV efforts with the results of the deficiencies to provide an interim solution(s) for slip lining CMP segments.
2. Identify Required Sizes for Deficient Facilities: Provide required pipe sizes based on the desired design storm for each deficient facility. These recommended facilities will be added to the hydrologic and hydraulic model and run to determine their impacts on the neighboring facilities.
3. Probable Construction Costs: Research available unit costs for project construction based on historical bid history or other readily available sources. Unit costs will be provided to the City. Additionally, a generalized order of magnitude opinion of probably construction cost for each of the recommended facilities will be provided to aid in the prioritization of projects.
4. Bundling and Prioritization of Recommended Improvements: Provide prioritization scores for each recommended facility to assist in ranking the benefit of each potential improvement. A matrix will consider modeling results as well as relevant fields from the

# Attachment A

existing GIS data. Areas will be bundled into relevant project areas and forecasted for a ten-year period.

The optional tasks were created after City and Rick Engineering staff discussed the difference between a traditional master plan deliverable and the proposal that was submitted. Under normal circumstances when entities create a master plan there is set time to respond to the repairs as well as a predetermined amount funds that will be allocated during that time. In the City's circumstance, there are limited funds available to construct the necessary drainage improvements and it is not enough to make a substantial improvement to any list of capital improvement. Therefore, the proposal was amended to do two things.

1. Assess the current condition of the city's drainage system. The current master plan is 21 years old and to staff's knowledge there has never been a physical (e.g. CCTV) assessment of the drainage system. Considering most of the city's drainage system is approximately 40-50 years old the CMP may be failing in certain areas throughout the city. By visually inspecting each segment of pipe the failed areas will know be identified.
2. In recent years, master plans have advanced in the level of analysis and deliverables due to the software used to produce the plans. With the additional of 2-dimensional modeling, software can now provide easily accessible hydrologically isolated models for any location in the City. This new tool will assist staff with daily interactions with external and internal customers as it related to the city's drainage system citywide.

Once the master plan is updated, staff will review the optional tasks and determine if any of them can be included in next fiscal year's budget to pursue.

## **Conclusion:**

[That the City Council adopts a resolution (**Attachment B**) approving a professional services agreement with Rick Engineering Company to update the citywide drainage master plan. ]

# Attachment B

## RESOLUTION NO. [2018 -3615]

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE [APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RICK ENGINEERING COMPANY TO UPDATE THE CITYWIDE DRAINAGE MASTER PLAN]

---

**WHEREAS**, in 1997, the city contracted with ASL Consulting Engineers to create a drainage master plan (master plan); and

**WHEREAS**, there is a current need to perform an update to the master plan that will include data collection and compilation, CCTV of the corrugated metal pipe storm drain system, existing condition hydrologic and hydraulic analysis, recommend improvements, identifying regional improvement opportunities, and develop a final drainage master plan update; and

**WHEREAS**, in order to complete this update in an economically efficient process the expertise of a consulting firm that possess the knowledge, skills and abilities in completing master plans will be needed; and

**WHEREAS**, Rick Engineering Company was identified by city staff as a consulting firm that has a positive experience in creating and updating master plans in the County; and

**WHEREAS**, after evaluating the proposal, city staff determined that Rick Engineering Company has the professional experience and competency to successfully update the drainage master plan. ]

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

1. Approves a professional services agreement (*Exhibit 1*) with Rick Engineering Company to update the citywide drainage master plan; and
2. Establishes a project budget not to exceed two hundred forty-nine thousand eight hundred fifty-five dollars and zero cents (\$249,855.00); and
3. Authorizes the City Manager, or her designee, to execute and manage the agreement. ]

/////  
/////

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF LEMON GROVE  
AND  
RICK ENGINEERING COMPANY**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and Rick Engineering Company, an Engineering Consulting Firm (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide services for the Citywide Drainage Master Plan.

WHEREAS, the CITY has determined that the CONTRACTOR is an Engineering Consulting Firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

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

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

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

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

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

# Attachment B – Exhibit 1

3. **PROJECT COORDINATION AND SUPERVISION.** Mike James hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. Brendan Hastie thereby is designated as the Project Director for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed two hundred forty-nine thousand eight hundred fifty-five dollars and zero cents (\$249,855.00) (the Base amount) without prior written authorization from the City Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the CITY.

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

5. **LENGTH OF AGREEMENT.** This agreement will last one (1) year from the approved and executed date or until all work has been completed by the CONTRACTOR and accept by the DISTRICT, whichever event occurs first.

Contract Extension. Contract may be extended for six (6) months by written agreement from both parties.

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

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

# Exhibit 1

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

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

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

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

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

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

# Attachment B – Exhibit 1

LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

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

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

11. **STANDARD OF CARE.**

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

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

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

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

# Exhibit 1

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

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

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

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

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

# Attachment B – Exhibit 1

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

15. **INSURANCE.** The CITY has automated its insurance certificate tracking using PinsAdvantage. You will receive an e-mail with instruction how to proceed. When you receive the e-mail, please forward it to your agent handling your insurance.

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

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

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

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

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

right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

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

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

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

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

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

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

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

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

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

17. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the

# Attachment B – Exhibit 1

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 City's request, the CONTRACTOR, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The CONTRACTORs assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

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

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

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

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

19. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten

# Exhibit 1

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

To the CITY:                   Mike James  
  CITY OF LEMON GROVE  
  3232 Main Street  
  Lemon Grove, CA 91945-1701

To the CONTRACTOR:       Brendan Hastie  
  Rick Engineering Company  
  5620 Friars Road  
  San Diego, CA 92110

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.

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

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the City of Lemon Grove Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

# Attachment B – Exhibit 1

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

16. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are

# Exhibit 1

to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

**CITY OF LEMON GROVE**

**RICK ENGINEERING COMPANY.**

*(Corporation – signatures of two corporate officers)*

*(Partnership – one signature)*

*(Sole proprietorship – one signature)*

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

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

City Manager  
*(Title)*

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

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

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

\_\_\_\_\_  
*(Name)*

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
James Lough

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

City Attorney  
*(Title)*

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

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

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

## Attachment B – Exhibit 1

Exhibit “A”



August 30, 2018

Mr. Mike James  
Public Works Director  
3232 Main Street  
Lemon Grove, California 91945

SUBJECT: PROPOSAL FOR THE CITYWIDE DRAINAGE MASTER PLAN FOR THE CITY OF LEMON GROVE, CA

Dear Mr. James:

Rick Engineering Company (RICK) is pleased to submit our proposal for Water Resources Engineering services associated with the above-referenced project. The following provides an outline for the Citywide Drainage Master Plan to perform CCTV of existing Corrugated Metal Pipe (CMP) storm drain, assess the existing drainage deficiencies, prepare recommended drainage improvements, and establish a Drainage Master Plan for the City of Lemon Grove.

**Scope of Work**

**A. Data Collection and Compilation**

Compile GIS Data

RICK will coordinate with the City of Lemon Grove to obtain the latest version of all existing digital GIS data bases available to support the development of the Drainage Master Plan. The data provided by the City should include the following:

- Current GIS Storm Drain Inventory data, including size, material, shape, flowline elevations, and plan number references.
- General Plan Land Use database for areas within the City of Lemon Grove Municipal Boundary
- Most recent LiDAR topographic data, and other available field survey or topographic data obtained for City projects or recent construction, to be incorporated into the overall surface and drainage modeling.
- Existing BMP and Detention Basin GIS Databases, including facility characteristics, flowline elevations, plan references, and maintenance information.
- Records of historic flooding concerns, or maintenance concerns within the City.
- Pertinent reports, studies, plans, or documents related to the City's drainage infrastructure that would influence the development of the Drainage Master Plan.

# Attachment B – Exhibit 1

Mr. Mike James  
August 30, 2018  
Page 2 of 14

Other Data sets that RICK will compile include:

- USGS Hydrologic Soil Data available from SSURGO
- Vegetative Cover data for open space and undeveloped areas
- General Plan Land Use databases from the City of La Mesa and the City of San Diego
- Available Topographic Data & Drainage Master Plans from the adjacent municipalities
- Assessor's Parcel Boundaries & Ownership data
- Aerial Imagery

#### Identify Critical Missing and Incorrect Data

RICK will review the data provided by the City of Lemon Grove and identify any critical missing data in the provided data sets, including size, material, shape, flowline elevations of pipes, culverts, and channels.

#### Identify Missing Infrastructure

RICK will visually identify using the 2014 (or equivalent) LIDAR imagery and Google Street View missing infrastructure, including inlets, cleanouts, storm drains, and flowlines to create a fully connected drainage network.

#### Field Verification

Based on the previously identified missing and incorrect data and infrastructure RICK will perform automated gap-filling procedures to interpolate missing elevations, size, or material as applicable based on consistency in upstream or downstream data. However, in areas where data cannot reasonably be interpolated GPS based field assessments may be required to determine needed information such as location, size, material, and invert elevations. This will be done by measuring the depth to invert of the cleanouts and applying the offset to the cleanout using the LIDAR surface as the rim elevation. The results of the field surveys will be incorporated into the Storm Drainage Infrastructure database for use in the development of the Drainage Master Plan.

#### Compile and Horizontally Correct GIS data

Once all the available GIS databases are compiled, RICK will generate the distinct composite datasets formatted for integration into a GIS Based Hydrologic and Hydraulic Model for the City of Lemon Grove. Those data sets include:

- Storm Drainage Infrastructure
- Land Use/Vegetation
- Hydrologic Soil Type

The focus of the updated inventory will be on the mainline/backbone systems, with drainage areas requiring 36-inch or larger storm drain. The most critical information for each storm drain conduit is pipe diameter and material, since flowlines can be assumed at a certain depth. A copy of these datasets will be submitted to the City of Lemon Grove for review and concurrence prior to initiation of hydrologic and Hydraulic modeling.

Mr. Mike James  
August 30, 2018  
Page 3 of 14

## B. CCTV of CMP Storm Drain

RICK will work with a sub-consultant to Closed-Circuit Televis (CCTV) Corrugated Metal Pipe (CMP) segments that are accessible within the City of Lemon Grove to help determine size, material, and condition of storm drain in the project area. Based on a cursory review of the existing GIS storm drain dataset it is assumed that there is roughly 37,000 linear feet of CMP within the City of Lemon Grove. This study will incorporate CCTV results that have been prepared previously (if available, i.e. the 2010 "City of Lemon Grove Storm Drain Assessment of Existing Corrugated Metal Pipe (CMP) Facilities" along Broadway and Sweetwater Rd.). This scope assumes 22 days of televising systems identified as CMP, based on a typical range of 800-feet to 1000-feet per day; this covers approximately 20,000 linear feet of CMP. The CCTV will be prioritized for existing alignments along major road corridors, specific areas of interest, and close proximity to existing structures.

## C. Existing Condition Hydrologic and Hydraulic Analysis

### Compile Hydrologic Data

RICK will utilize a semi-automated process to generate sub-catchment delineations for the City of Lemon Grove based on the 2014-2015-2016 LiDAR surface to existing drainage infrastructure. This process will result in delineations to existing inlets (and other collection points, as applicable, including backbone systems where localized inlet data is unavailable), as well as larger scale delineations for contributing areas outside of the City of Lemon Grove including the City of La Mesa and City of San Diego. The delineations will include longest flow path, width, and slope necessary for hydrologic calculations.

RICK will utilize GIS tools to intersect the General Plan Land Use Data, Vegetative Cover Data, and USGS Soils data, and will use automated procedures to calculate watershed specific SWMM parameters for each watershed.

RICK will review the NOAA Atlas 14 data for the study area and develop a rainfall intensity-duration relationship for the 2-year, 10-year, and 100-year 24-hour storm events. This rainfall intensity-duration relationship will be used to generate a rainfall hyetograph for incorporation into the hydrologic modeling for the City's Drainage Master Plan.

### Existing Condition Hydrologic and Hydraulic Model

RICK will import the developed watersheds, rainfall hyetographs, and GIS Storm Drainage Inventory database into the hydrologic and hydraulic modeling software PCSWMM to develop a 1-Dimensional hydrologic and hydraulic model for the City of Lemon Grove. Because there are multiple discharge locations within the City, multiple hydrologically isolated models may be developed.

### \*Optional: 2-Dimensional Surface Model

This "optional" scope item includes the additional effort that would be required to prepare dynamically coupled 1-Dimensional/2-Dimensional model. The addition of a 2-Dimensional surface mesh will allow the model to provide surface attenuation, model split flow conditions, and provide visual limits of inundation throughout the City of Lemon Grove. In recent years drainage

# Attachment B – Exhibit 1

Mr. Mike James  
August 30, 2018  
Page 4 of 14

master plans have advanced along with the software used to complete them and the addition of 2-Dimensional modeling has become feasible, especially within the County of San Diego thanks to the recently collected high resolution 2014-2017 Countywide LIDAR.

## D. Recommended Improvements

### Identify Deficiencies

RICK will review and compile the results of the 2-year, 10-year, and 100-year model results to identify the area's most frequently prone to flooding. The assessment will make the following comparisons to aid in the determination:

- Calculated discharge vs. pipe capacity,
- Pipe flow depth vs. pipe diameter, and
- Hydraulic grade line vs. ground elevation.

These comparisons will be used by RICK to identify which pipes are potentially surcharged and potentially resulting in flooding at varying storm intervals. The recommendations will be focused on backbone systems that should be 36-inches or larger. Summaries of the compiled results will be presented to the City of Lemon Grove for review and concurrence on the desired design storm for development of the recommended drainage improvements.

### Interim Solution for CMP Segments

RICK will analyze the results of the CCTV effort along with the results of the deficiencies to provide interim solutions for sliplining CMP segments as an interim solution.

### Identify Required Sizes for Deficient Facilities

RICK will provide required pipe sizes based on the desired design storm for each deficient facility. These recommended facilities will be added to the hydrologic and hydraulic model and run to determine their impacts on the neighboring facilities.

### Opinion of Probable Construction Cost

RICK will research available unit costs for project construction based on County of San Diego Bid History documents, or other readily available sources. Unit costs will be provided to the City of Lemon Grove for review and concurrence prior to initiation of the recommended project cost estimates. RICK will provide a generalized order of magnitude opinion of probable construction cost for each of the recommended facilities to aid in the prioritization of projects.

### Bundling and Prioritization of Recommended Improvements

RICK will provide prioritization scores for each recommended facility to assist in ranking the benefit of each potential improvement. This will be done using a prioritization matrix that will take into account modeling results (i.e. deficiency and surcharge) as well as relevant fields from the existing GIS data (i.e. age of facility and location of facility). To assist with potential project implementation through the City's Capital Improvement Program, the individual facilities will be "bundled" into relevant project areas. An opinion of probable construction cost for each bundled project will also be provided (for approximately ten (10) projects).

Mr. Mike James  
August 30, 2018  
Page 5 of 14

NOTE: The recommendations of the previous studies will be used as a basis for the systems along Broadway, Sweetwater Rd., and Federal Blvd.

## **E. Identify Regional Improvement Opportunities**

RICK will coordinate with City of Lemon Grove staff to identify potential locations for regional improvements including regional detention basins and regional water quality improvements. Currently planned regional projects will be incorporated into the Drainage Master Plan. RICK will also leverage GIS tools to identify additional potential opportunities for regional projects. The approach may include investigating areas of public ownership zoned for open space, park or other similar land use within sufficient proximity of storm drain infrastructure. A list of additional potential regional improvement projects will be provided to the City of Lemon Grove.

## **F. Develop Drainage Master Plan**

### Compile GIS Modeling Results

RICK will compile the GIS and modeling files developed through the Drainage Master Planning efforts into a GIS based Web-Application to be updated periodically throughout the project for the City of Lemon Grove to review milestone deliverables. A GIS geodatabase will be delivered to the City of Lemon Grove upon project completion.

### Draft Drainage Master Plan

RICK will develop a DRAFT Drainage Master Plan report document summarizing the hydrologic and hydraulic modeling methodology, results, and recommendations. The report will include exhibits documenting hydrologic data, peak discharges, and deficient systems. The report will also include exhibits specific to each identified recommended improvement project, identifying limits, sizes, discharges, and costs of each recommended project. The DRAFT report will be submitted to the City of Lemon Grove for review and comment.

### Final Drainage Master Plan

Upon receipt of the comments, RICK will generate the FINAL Drainage Master Plan report with updated exhibits, costs, and with digital copies of all developed GIS data sets, hydrologic and hydraulic modeling, and recommended facility databases. This scope of work assumes that the reports and GIS data will be delivered in a digital format, and that no hardcopies of the Drainage Master Plan report will be generated.

## **G. Meeting and Coordination**

RICK will attend the following meetings with the City of Lemon Grove staff:

- Kickoff Meeting
- Review of Missing storm drain data and surveying needs
- Review of Preliminary hydraulic modeling results & deficient systems, discuss preferred sources for Cost Estimate Unit Costs
- Review of preliminary recommendations, cost estimates, Draft CIP, and Draft Drainage Master Plan report

# Attachment B – Exhibit 1

Mr. Mike James  
August 30, 2018  
Page 6 of 14

- 1 additional meeting as needed to facilitate project development.

RICK will provide 20 hours miscellaneous coordination with City staff to obtain information or guidance during the project development.

## Deliverables

- Updated GIS storm drain inventory, and identified CMP systems for additional CCTV
- H&H Modeling Results for existing conditions (2-year, 10-year, 100-year), for City review and concurrence.
- GIS Web-Application (ongoing, updated for deliverables)
- DRAFT Drainage Master Plan Report for City review and comment.
- FINAL Drainage Master Plan Report with final GIS datasets.

## Fee

Our "Consultant" fee for the above-described work would be on a time and materials basis per our current Schedule of Hourly Rates (enclosed), not to exceed \$249,800.00 without your prior authorization.

A. Data Collection and Compilation.....	\$ 36,210.00
B. CCTV of CMP Storm Drain.....	\$ 61,440.00
C. Existing Condition H&H Analysis.....	\$ 60,410.00
D. Recommended Improvements.....	\$ 48,470.00
E. Identify Regional Improvement Opportunities .....	\$ 3,030.00
F. Develop Drainage Master Plan.....	\$ 33,670.00
G. Meetings and Coordination .....	\$ 5,100.00
❖ Reimbursable Expenses.....	\$ 1,000.00
	<b>Total: \$249,330.00</b>
❖ Optional Task – 2-Dimensional Surface Model.....	\$ 45,145.00

## General Assumptions and Exclusions

Not included in the above scope of work or fee are the following:

- 2-Dimensional surface modeling (unless the option is selected by the City)
- Hydrologic modeling of land uses other than the General Plan land use.
- Water Quality modeling for pollutant removal
- Continuous Simulation modeling for assessing hydromodification management and storage.
- Inlet capacity calculations/limitations
- Civil engineering plans / construction drawings
- Topographic Mapping/Photogrammetry
- Structural engineering of any kind.

Mr. Mike James  
August 30, 2018  
Page 7 of 14

- Traffic engineering.
- Soils/geotechnical engineering.
- Environmental work of any kind.
- Dry utility design and/or coordination of any kind.
- Construction survey/Boundary survey
- Record of survey documents, plats, legals or easement documents.
- Any other services performed at the direction of Client, which are not defined in the above listed services, shall be in addition to those set forth in this agreement.

Any printing, title company fees, soils reports, blueprinting and miscellaneous expenses are extra and not a part of this agreement. Also not included are any items not specifically referred to above.

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due upon receipt of the invoice. The enclosed Standard Provisions of Agreement are incorporated herein and made a part of this agreement.

If notice is delayed for any reason beyond thirty (30) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

If you would like us to proceed on this work as outlined above, we ask that you please sign and return this agreement as our written authorization. Upon signature by Client, this proposal and the attached terms become the agreement for services and the notice to proceed.

If you have any questions regarding this agreement, please contact me at (619) 291-0707. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,

RICK ENGINEERING COMPANY



Brendan Hastie, PE, LEED AP  
R.C.E. #65809, Exp. 9/19  
Associate Principal

BHAT\ss\Brenpropo\James.002

Enclosures

APPROVED:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# Attachment B – Exhibit 1



## Hourly Rates – California Offices February 24, 2018 – August 31, 2018

Page 8 of 14

Principal Consultant (Special Projects).....	\$ 275.00	Principal Water Resources Designer.....	\$140.00
Principal.....	245.00	Associate Water Resources Designer.....	130.00
Associate Principal.....	230.00	Assistant Water Resources Designer.....	115.00
Associate/Manager.....	215.00	GIS Manager.....	\$185.00
Expert Witness.....	400.00	Principal GIS Project Manager.....	170.00
Court Appearance per half day or part.....	1,600.00	Associate GIS Project Manager.....	155.00
Principal Project Engineer/Manager.....	190.00	Assistant GIS Project Manager.....	135.00
Associate Project Engineer/Manager.....	175.00	Principal GIS Analyst.....	125.00
Assistant Project Engineer/Manager.....	160.00	Associate GIS Analyst.....	115.00
Principal Engineering Designer.....	140.00	Assistant GIS Analyst.....	105.00
Associate Engineering Designer.....	130.00	Principal Graphics Designer.....	115.00
Assistant Engineering Designer.....	115.00	Associate Graphics Designer.....	110.00
Principal Engineering Drafter.....	110.00	Assistant Graphics Designer.....	95.00
Associate Engineering Drafter.....	100.00	CAD Manager.....	175.00
Assistant Engineering Drafter.....	90.00	Field Supervisor.....	\$190.00
Principal Construction Engineer/Manager.....	\$190.00	One-person Survey Party.....	140.00
Associate Construction Engineer/Manager.....	175.00	One-person Survey Party with Robotics.....	190.00
Assistant Construction Engineer/Manager.....	160.00	Two-person Survey Party.....	220.00
Principal Construction Technician.....	140.00	Three-person Survey Party.....	285.00
Associate Construction Technician.....	130.00	3D Laser Scanning Crew (One-Person).....	\$220.00
Assistant Construction Technician.....	115.00	3D Laser Scanning Crew (Two Person).....	260.00
Senior Transportation/Traffic Engineer.....	\$200.00	Principal 3D Laser Scanning Project Manager.....	\$180.00
Principal Transportation/Traffic Engineer.....	190.00	Associate 3D Laser Scanning Project Manager.....	165.00
Associate Transportation/Traffic Engineer.....	175.00	Assistant 3D Laser Scanning Project Manager.....	150.00
Assistant Transportation/Traffic Engineer.....	160.00	Principal 3D Laser Scanning Specialist.....	130.00
Principal Transportation/Traffic Designer.....	140.00	Associate 3D Laser Scanning Specialist.....	120.00
Associate Transportation/Traffic Designer.....	130.00	Assistant 3D Laser Scanning Specialist.....	110.00
Assistant Transportation/Traffic Designer.....	115.00	Principal 3D Laser Scanning Technician.....	110.00
Principal Community Planner.....	\$210.00	Associate 3D Laser Scanning Technician.....	95.00
Principal Project Planner/Manager.....	190.00	Assistant 3D Laser Scanning Technician.....	85.00
Associate Project Planner/Manager.....	175.00	Photogrammetry Supervisor.....	\$180.00
Senior Planner.....	165.00	Principal Photogrammetrist.....	125.00
Associate Planner.....	130.00	Associate Photogrammetrist.....	110.00
Assistant Planner.....	110.00	Assistant Photogrammetrist.....	100.00
Planning Technician.....	85.00	Computing & Mapping Director.....	\$190.00
Principal Landscape Architect.....	\$210.00	Principal Survey Analyst.....	175.00
Principal Project Landscape Architect/Manager.....	180.00	Associate Survey Analyst.....	133.00
Associate Project Landscape Architect/Manager.....	155.00	Assistant Survey Analyst.....	115.00
Assistant Project Landscape Architect/Manager.....	120.00	Associate Project Administrator.....	\$75.00
Principal Landscape/Urban Designer.....	110.00	Assistant Project Administrator.....	63.00
Associate Landscape/Urban Designer.....	105.00	Administrative Assistant.....	70.00
Assistant Landscape/Urban Designer.....	95.00		
Principal Environmental Project Manager.....	\$175.00		
Associate Environmental Project Manager.....	155.00		
Assistant Environmental Project Manager.....	135.00		
Principal Environmental Specialist.....	120.00		
Associate Environmental Specialist.....	115.00		
Assistant Environmental Specialist.....	110.00		
Environmental Technician.....	90.00		

Rates subject to change for prevailing wage contracts.  
When authorized, overtime shall be charged at the listed rates times 1.3.  
Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.  
A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

RICK ENGINEERING COMPANY

Page 9 of 14

Standard Provisions of Agreement: California

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.
2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.
3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.
4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
6. Conditions or representations, alterations, deductions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.

REC 12/07

7. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, delays in approval by governmental agencies or other consultants performing services on behalf of Client or due to late, slow or faulty performance by Client, other contractors or governmental agencies.
8. In the event litigation, arbitration or some other form of dispute resolution is instituted under the terms and conditions of this Agreement, it shall be brought and tried or heard in the appropriate court, or the arbitration or other dispute resolution proceeding shall take place, in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction. Any such proceeding shall be commenced within two (2) years of discovery or the time when the claimant knew or should have known of the of it's right to make a claim, but in no event later than four (4) years from substantial completion of services under this Agreement.
9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects or other consultants.
10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.
11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.
12. Consultant makes no representation, guarantee,

# Attachment B – Exhibit 1

## RICK ENGINEERING COMPANY

Page 10 of 14

Standard Provisions of Agreement: California

warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.

13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.

14. Client and Consultant agree to cooperate in any and every way or manner on project.

15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.

16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.

17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

REC 12/07

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its sub-consultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the negligence or willful misconduct of the Client, the Architect or the Consultant or their respective sub-consultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with

## RICK ENGINEERING COMPANY

Page 11 of 14

### Standard Provisions of Agreement: California

the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during the course of construction, builder's liability special perit or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other

ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultant's work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on

REC 12/07

# Attachment B – Exhibit 1

## RICK ENGINEERING COMPANY

Page 12 of 14

Standard Provisions of Agreement: California

plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37. (a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 79 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to

REC 12/07

have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during the course of construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility

RICK ENGINEERING COMPANY

Page 13 of 14

Standard Provisions of Agreement: California

for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of \$50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds \$150,000, the liability of Consultant shall not exceed \$150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project do not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect

REC 12/07

Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

(a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.

(b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.

(c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.

(d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

# Attachment B – Exhibit 1

## RICK ENGINEERING COMPANY

Page 14 of 14

## Standard Provisions of Agreement: California

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the scaled drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, subconsultants, suppliers or

REC 12/07

fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

55. All representations and indemnities made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in the Agreement, shall survive completion, acceptance and/or termination of this Agreement.

56. The paragraph numbers and headings are not part of the contract documents and may not be used for any interpretation or meaning of the contract documents. These headings are supplied solely for convenience in locating provisions within the contract documents.

57. Neither party shall assign its rights under this Agreement or any Project Task Order without the written consent of the other party. Any attempt at assignment without the authorization of the other party shall not relieve the other party of any obligations under this Agreement or the Project Task Orders.

58. No provision contained within this Agreement or any of the Project Task Orders creates or gives to third parties any claim or right of action against either of the parties.

59. This Agreement and the Project Task Orders will be construed as a whole in accordance with the fair meaning of the words and documents without regard to California Civil Code 1654 or any other similar statutes.



CITY OF LEMON GROVE - CITYWIDE DRAINAGE MASTER PLAN  
 FEE SCHEDULE BACKUP  
 (WITH ESTIMATED HOURS)  
 RICK ENGINEERING COMPANY JOB NUMBER:  
 CITY OF LEMON GROVE CONTACT: Mr. Mike Jones  
 RICK ENGINEERING COMPANY CONTACT: Brandon Haskie / Andrew Tress

TASK DESCRIPTION		LABOR COSTS										TOTAL HOURS	COST	
		Principal	Associate	Associate	Project	Design	GIS	GIS Analyst	Field	Survey	Sub-Consultant			
		(Fully Burdened Rate)	Principal	(PM)	Engineer	Engr.	(PM)	Principal	Supervisor (2-person)					
		\$ 246.00	\$ 230.00	\$ 215.00	\$ 175.00	\$ 130.00	\$ 170.00	\$ 126.00	\$ 180.00	\$ 320.00				
<b>A. Data Collection and Compilation</b>														
GIS/	Complete GIS Data		1		4	15	2	16					39	\$ 5,350
WR/	Identify Critical Missing and Incorrect Data		1		4	64	2	16					87	\$ 11,590
WR/	Identify Missing Infrastructure		2		4	32							36	\$ 6,820
WR/	Field Verification		4		8	40		4					56	\$ 8,020
GIS/	Compile and Horizontally Correct GIS Data		1		4	32	2	4					43	\$ 5,930
													0	\$ -
<b>Sub-Total</b>		0	8	0	24	154	6	40	0	0	0	0	263	\$ 36,210
<b>B. CCTV of CMP Storm Drain</b>														
SUB	CCTV of CMP's											\$50,000		\$ 50,000
WR/	Review of CCTV Results		2		12	40	4	24					82	\$ 11,440
GIS/													0	\$ -
<b>Sub-Total</b>		0	2	0	12	40	4	24	0	0	0	0	82	\$ 61,440
<b>C. Existing Condition H&amp;H Analysis</b>														
WR/	Compile Hydrologic Data		2		20	64		24					110	\$ 15,280
GIS/	Existing Condition Hydrologic and Hydraulic Model		16		92	280		16					314	\$ 45,136
WR/	*Optional Task: 2-Dimensional Surface Model (see below)												0	\$ -
<b>Sub-Total</b>		0	18	0	52	284	0	40	0	0	0	0	424	\$ 60,416

27

<b>D. Recommended Improvements</b>												
WR/												
GIS	Identify Deficiencies	4		8	20		8				40	\$ 5,920
WR/												
GIS	Interim Solution for CMP Segments	2		6	18		4				30	\$ 4,350
WR/												
GIS	Identify Required Sizes for Deficient Facilities & Proposed Condition H&H Model	8		16	100		12				136	\$ 19,140
WR/												
GIS	Opinion of Probable Construction Cost	4		12	40		8				64	\$ 9,220
WR/												
GIS	Ranking & Prioritization of Recommended Improvements	4		16	24		24				68	\$ 9,840
											0	\$ -
<b>Sub-Total</b>		0	22	0	58	202	0	56	0	0	338	\$ 48,470
<b>E. Identify Regional Improvement Opportunities</b>												
WR	Identify Regional Improvement Opportunities	2		8	9						19	\$ 3,030
											0	\$ -
<b>Sub-Total</b>		0	2	0	8	9	0	0	0	0	19	\$ 3,030
<b>F. Develop Drainage Master Plan</b>												
WR/												
GIS	Complete GIS Modeling Results	4		16	24		60				104	\$ 14,240
WR/												
GIS	Draft Report	8		16	40		18				82	\$ 12,190
WR/												
GIS	Final Report	4		12	24		8				48	\$ 7,140
											0	\$ -
<b>Sub-Total</b>		0	16	0	46	88	0	84	0	0	234	\$ 33,670
<b>G. Meetings and Coordination</b>												
WR	Meetings and Meeting Preparation - Five (5) Meetings	0	10		16						26	\$ 5,100
<b>Sub-Total</b>		0	10	0	16	0	0	0	0	0	26	\$ 5,100
											<b>Sub-Total RICK:</b>	\$ 196,330
											<b>Sub-Total Sub-Consultants:</b>	\$ 50,000
											Reimbursable	\$ 1,000
											<b>Total:</b>	\$ 249,330
<b>Optional Task</b>												
WR/												
GIS	Optional Task: 2-Dimensional Surface Model	9		45	240		32				326	\$ 45,145
												545,145

**LEMON GROVE [CITY COUNCIL]  
AGENDA ITEM SUMMARY**

**Item No.** 1.F  
**Mtg. Date** November 6, 2018  
**Dept.** Public Works

**Item Title:** [Amendment to the Professional Services Agreement with Horton, Oberrecht, Kirkpatrick and Martha]

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

**Recommendation:**

[That the City Council adopts a resolution (**Attachment A**) approving an amendment to the professional services agreement with Horton, Oberrecht, Kirkpatrick and Martha. ]

**Item Summary:**

[On April 25, 2018, the City of Lemon Grove and Horton, Oberrecht, Kirkpatrick and Martha entered into a professional services agreement, not to exceed \$30,000, to perform an independent investigation and legal defense regarding a tort liability claim filed against the City. Since that time, additional work was required to respond to the litigation process. In order to complete the investigation and continue with the defense of the City, it is anticipated that an additional \$36,000 is needed.

Staff recommends that the City Council adopts a resolution (**Attachment A**) approving the amendment to the professional services agreement with Horton, Oberrecht, Kirkpatrick and Martha increasing the compensation and payment estimate from \$30,000 to \$66,000. ]

**Fiscal Impact:**

[The amendment will increase the total agreement cost from \$30,000 to \$66,000. This is funded from Fund 29 – Self-Insured Liability Reserves. ]

**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. [2018 -3616]

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA [APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HORTON, OBERRECHT, KIRKPATRICK AND MARTHA]

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**WHEREAS**, on April 25, 2018, the City of Lemon Grove and Horton, Oberrecht, Kirkpatrick and Martha entered into a professional services agreement to perform an independent investigation and legal defense regarding a tort liability claim filed against the City; and

**WHEREAS**, the agreement was established with a not-to-exceed amount of \$30,000; and

**WHEREAS**, since the agreements inception, additional work was required to perform the existing scope of services that included an independent investigation and preparation of the City's legal defense against the tort liability claim; and

**WHEREAS**, the additional work is estimated to equal an additional \$36,000 which will increase the total not-to-exceed agreement amount to \$66,000; and

**WHEREAS**, the City Council finds this increase necessary to complete the original scope of work established in the professional services agreement. ]

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

1. Approves an amendment (*Exhibit 1*) to the professional services agreement with Horton, Oberrecht, Kirkpatrick and Martha; and
2. Authorizes the City Manager or her designee to execute and manage said amendment. ]

/////  
/////



CITY OF LEMON GROVE  
Public Works Department

*"Best Climate On Earth"*

November 6, 2018

Kimberly Oberrecht  
Horton, Oberrecht, Kirkpatrick & Martha  
225 Broadway, Suite 2200  
San Diego, CA 92101

Subject: Professional Services Agreement – Amendment No. 1

Dear Ms. Oberrecht,

This memorandum was created to formally amend the professional services agreement that your firm has with the City of Lemon Grove effective April 25, 2018. Specifically, there is one section of the agreement that the City wishes to amend:

- Section 4 Compensation and Payment: The total cost for all work shall not exceed sixty-six thousand dollars and zero cents (\$66,000) without prior written authorization from the City Council.

All other terms and conditions identified in the original agreement shall remain in place. If you have any questions about this letter please call me at (619) 825 – 3810.

Sincerely,

Mike James  
Assistant City Manager / Public Works Director

**Authorized by:**

**Approved by:**

\_\_\_\_\_  
Lydia Romero  
City of Lemon Grove

\_\_\_\_\_  
Kimberly Oberrecht  
Horton, Oberrecht, Kirkpatrick & Martha

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LEMON GROVE [CITY COUNCIL]  
AGENDA ITEM SUMMARY**

**Item No.** 1.G.  
**Mtg. Date** November 6, 2018  
**Dept.** City Manager's Office

**Item Title:** [Resolution to Declare a Shelter Crisis ]

**Staff Contact:** [Lydia Romero, City Manager]

**Recommendation:**

[Council Consideration of Resolution to Declare a Shelter Crisis (**Attachment B**)]

**Item Summary:**

[Staff recommends the City Council adopt the Resolution to declare a shelter crisis to allow Lemon Grove to apply for state grant funds for homeless programs. The three other east county cities will be passing similar resolutions which will allow all the east county cities to jointly apply for grant funds.

The staff report (**Attachment A**) provides background on the issue.]

**Fiscal Impact:**

[There is no fiscal effect as a result of this item.]

**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 500 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- A. Staff Report
- B. [Resolution 2018-3617 ]

[

# Attachment A

## LEMON GROVE [CITY COUNCIL] STAFF REPORT

Item No. 1.G

Mtg. Date November 6, 2018

Item Title: **Resolution to Declare a Shelter Crisis**

Staff Contact: [Lydia Romero, City Manager]

### Background and Discussion:

[As part of the FY 2018-19 State Budget, funds were allocated to help local government address the growing numbers of individuals experiencing homelessness. This funding source is known as the Homeless Emergency Aid Program (HEAP). The funding is flexible allowing communities to develop programs that meet local needs, The State allocated \$18.8 million to the San Diego Region Continuum of Care (the Regional Taskforce on Homeless,) to distribute to cities within the County, County of San Diego and other entities in San Diego County.

To apply for these funds from the Continuum of Care, the State requires a shelter crisis declaration from the applying city. Additionally, homeless service providers wishing to be considered eligible for funds must have a shelter crisis declared in the jurisdiction in which they provide services. The County of San Diego adopted its resolution on September 11, 2018.

City staff has met with staff from the other three east county cities, where each jurisdiction has agreed to present the resolution to declare a shelter crisis to their City Councils. Staff of the four east county cities, along with County representatives, have discussed the goal of having a singular funded program to ensure coordination among jurisdictions.

The attached resolution acknowledges the State's requirement to adopt the resolution in order to be eligible for funding, identify the number of unsheltered homeless in Lemon Grove, from the last point in time count, and declares that there is a lack of shelter for those that are homeless. The resolution also authorizes the City's participation in seeking Homeless Emergency Aid Program Funding.

]

### Conclusion:

[Staff recommends that the City Council adopt the resolution (**Attachment B**) to declare a shelter crisis in Lemon Grove.]

**RESOLUTION NO. 2018-3617**

**RESOLUTION OF THE COUNCIL OF THE CITY OF LEMON GROVE DECLARING A SHELTER CRISIS PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE SECTION 8698.2)**

**WHEREAS**, California’s Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

**WHEREAS**, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes 2018); and

**WHEREAS**, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code Section 8698.2; and

**WHEREAS**, Cities are also required by SB 850 to pass a resolution declaring a shelter crisis if any community-based organization provides homeless services in the community, whether the community-based organization is headquartered in the city or in another location; and

**WHEREAS**, The City of Lemon Grove finds that the number of people experiences homelessness in the City of Lemon Grove is significant, and are without the ability to obtain shelter; and

**WHEREAS**, The City of Lemon Grove finds that the health and safety of unsheltered persons in the region is challenged by a lack of shelter facilities; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lemon Grove, California, that a shelter crisis pursuant to Government Code Section 8698.2 exists in the City of Lemon Grove and in the San Diego County region as evidenced by the 2017 “point-in-time” count of 36 homeless individuals in Lemon Grove living without shelter.

**FUTHER BE IT RESOLVED**, that the Lemon Grove City Council finds that the health and safety of unsheltered individuals in the region and the City is challenged by the lack of shelter facilities and therefore authorizes the City of Lemon Grove’s participation or the participation of community- based organizations providing homeless services in the Homeless Emergency Aid Program in the City and in the San Diego region.

**BE IT FUTHER BE IT RESOLVED**, that the City Manager or such person designated by the City Manager, is hereby authorized to apply for such aid and assistance and execute such grant agreements with the State of California, for the City in combination with other cities in the region or in combination with participating community-based organizations in the City or he region or both in order to obtain financial assistance to address the shelter crisis in a timely manner.

**PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of Lemon Grove, California, held the 6<sup>th</sup> day of November 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Raquel Vasquez, Mayor

Attest:

---

Shelley Chapel, MMC, City Clerk

Approved as to Form:

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City Attorney



City of Lemon Grove  
City Council Regular Meeting Agenda  
Tuesday, November 6, 2018, 6:00 p.m.

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

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

Call to Order

Pledge of Allegiance

Changes to the Agenda

Presentations

- Recognition of Girl Scout Troop 6786 and Troop Leader Courtney Cuellar
- Redesign of City Website presented by Miranda Evans, Management Analyst

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. Waive Full Text Reading of All Ordinances on the Agenda

Reference: Jim 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.

B. City of Lemon Grove Payment Demands

Reference: Molly Brennan, Finance Director

*Recommendation: Ratify Demands*

C. Approval of Meeting Minutes

Special Meeting

October 23, 2018

Reference: Shelley Chapel, City Clerk

*Recommendation: Approve Minutes*

- D. Acceptance of Planning Commission Meeting Minutes  
Regular Meeting  
September 24, 2018

Reference: Shelley Chapel, City Clerk  
*Recommendation: Accept Minutes*

- E. Approval of a Professional Services Agreement with Rick Engineering Company to Update the Citywide Drainage Master Plan

Reference: Mike James, Assistant City Manager / Public Works Director  
*Recommendation: Adopt Resolution No. 2018-3615, entitled, "Resolution of the City Council of the City of Lemon Grove, California, Approving a Professional Services Agreement with Rick Engineering Company to Update the Citywide Drainage Master Plan."*

- F. Approval of a Amendment to the Professional Services Agreement with Horton, Oberrecht, Kirkpatrick, and Martha

Reference: Mike James, Assistant City Manager / Public Works Director  
*Recommendation: Adopt Resolution No. 2018-3616, entitled, "Resolution of the City Council of the City of Lemon Grove, Approving an Amendment to the Professional Services Agreement with Horton, Oberrecht, Kirkpatrick and Martha."*

- G. Approval of a Resolution to Declare a Shelter Crisis

Reference: Lydia Romero, City Manager  
*Recommendation: Adopt Resolution No. 2018-3617, entitled, "Resolution of the City Council of the City of Lemon Grove, Declaring a Shelter Crisis Pursuant to SB 850 (Chapter 48, Statutes of 2018 and Government Code Section 8698.2)"*

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

City Manager and Department Director Reports: (Non-Action Items)

Closed Session

1. LIABILITY CLAIM  
Government Code Section 54956.95  
Claimant: Gloria Smith  
Agency Claimed Against: City of Lemon Grove
  
2. PUBLIC EMPLOYEE EMPLOYMENT  
Government Code Section 54957  
Position to be filled: City Attorney

Adjournment

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

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AFFIDAVIT OF NOTIFICATION AND POSTING

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

I, Shelley Chapel, MMC, City Clerk of the City of Lemon Grove, hereby declare under penalty of perjury that a copy of the above Agenda of the Regular Meeting of the City Council of the City of Lemon Grove, California, was delivered and/or notice by email not less than 72 hours before the hour of 5:30 p.m. on November 1, 2018, to the members of the governing agency, and caused the agenda to be posted on the City's website at [www.lemongrove.ca.gov](http://www.lemongrove.ca.gov) and at Lemon Grove City Hall, 3232 Main Street Lemon Grove, CA 91945.

**/s/: Shelley Chapel**

Shelley Chapel, MMC, City Clerk

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.A

**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:**

Not subject to review

Negative Declaration

Categorical Exemption, Section

Mitigated Negative Declaration

**Public Information:**

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

**Attachments:**

None.

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.B  
**Dept.** Finance

**Item Title:** City of Lemon Grove Payment Demands

**Staff Contact:** Molly Brennan, Finance Manager

**Recommendation:**

Ratify Demands
----------------

**Fiscal Impact:**

None.

**Environmental Review:**

Not subject to review

Negative Declaration

Categorical Exemption, Section

Mitigated Negative Declaration

**Public Information:**

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

**Attachments:**

None.

**City of Lemon Grove Demands Summary**

Approved as Submitted:

Molly Brennan, Finance Manager

For Council Meeting: 11/06/18

ACH/AP Checks 10/10/18-10/30/18

1,173,269.36

Payroll - 10/09/18

128,515.95

Payroll - 10/23/18

130,411.52

Total Demands

1,432,196.83

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	3568860625 4154920380	SDG&E	10/10/2018	Electric Usage:St Light 8/31/18-9/30/18 Electric Usage:St Light 8/31/8-9/30/18	1,286.23 1,879.92	3,166.15
ACH	Sep26-Oct9 18	Calpers Supplemental Income 457 Plan	10/11/2018	457 Plan 9/26/18-10/9/18	5,368.53	5,368.53
ACH	Sep18 Sep18	Wells Fargo Bank	10/11/2018	Credit Card Processing-Mo.Svc Charge - Sep'18 Credit Card Transaction Fees- Sep'18	9.95 721.75	731.70
ACH	Sep18	Wells Fargo Bank	10/11/2018	Bank Service Charge - Sep'18	491.15	491.15
ACH	Oct9 18	Employment Development Department	10/11/2018	State Taxes 10/9/18	7,095.45	7,095.45
ACH	Sep12-Oct9 18	California Public Empl Retirement System	10/12/2018	Pers Retirement 9/12/18-10/9/18	62,746.76	62,746.76
ACH	653578	Aflac	10/15/2018	AFLAC Insurance 10/25/18	660.24	660.24
ACH	Oct9 18	US Treasury	10/16/2018	Federal Taxes 10/9/18	22,089.19	22,089.19
ACH	Refill 10/15/18	Pitney Bowes Global Financial Services LLC	10/16/2018	Postage Usage 10/15/18	250.00	250.00
ACH	56203638	WEX Bank	10/17/2018	Fuel - Fire Dept - Sep'18	189.21	189.21
ACH	Oct18	Power Pay Biz/Evo	10/17/2018	Online Credit Card Processing - Oct'18	0.56	0.56
ACH	Oct18	Wells Fargo Bank	10/17/2018	Bankcard Chargeback	103.00	103.00
ACH	Oct18	Wage Works	10/19/2018	FSA Reimbursement - Oct'18	88.25	88.25
ACH	Oct18	Southern CA Firefighters Benefit Trust	10/24/2018	LG Firefighters Benefit Trust - Oct'18	1,661.40	1,661.40
ACH	Oct23 18	Employment Development Division	10/25/2018	State Taxes 10/23/18	7,635.20	7,635.20
ACH	Oc11-Oct23 18	Calpers Supplemental Income 457 Plan	10/25/2018	457 Plan 10/11/18-10/23/18	5,523.53	5,523.53
ACH	Sep18	San Diego County Sheriff's Department	10/29/2018	Law Enforcement Services - Sep'18	486,390.06	486,390.06
ACH	Oct23 18	US Treasury	10/30/2018	Federal Taxes 10/23/18	23,318.71	23,318.71
10300	4734920	Bearcom	10/10/2018	Portable Radios Monthly Contract 9/22/18-10/21/18	150.00	150.00
10301	895479-9	BJ's Rentals	10/10/2018	Saw & Blade Rental - Dartmoor St Repair	86.22	86.22
10302	82023124-00	Bridgestone Hosepower LLC	10/10/2018	Hose Assembly - LGPW#29 Dump Truck -PW/Streets	282.99	282.99
10303	10/9/18	California State Disbursement Unit	10/10/2018	Wage Withholding Pay Period Ending 10/9/18	161.53	161.53
10304	OES0000041	City of El Cajon	10/10/2018	Cal OES Incident/Cranston Fire - Diaz 7/26/18-7/30/18	5,565.01	5,565.01
10305	161	CityPlace Planning, Inc.	10/10/2018	Interim Dev Svcs Dir tasks - Sep '18	3,520.00	3,520.00
10306	Sep18	Colonial Life	10/10/2018	Colonial Optional Insurance -Sep18	446.80	446.80
10307	19CTOFLGN03	County of San Diego- RCS	10/10/2018	800 MHZ Network - Sep '18	2,935.50	2,935.50
10308	10/1/18 Fire	Cox Communications	10/10/2018	Main Phone/Fire- 10/1/18-10/31/18	470.79	470.79
10309	Jul-Sep18	Division of the State Architect	10/10/2018	State CASP Fee - 7/1/18-9/30/18	43.20	43.20
10310	1002182305	Domestic Linen- California Inc.	10/10/2018	Shop Towels & Safety Mats 10/2/18	82.10	82.10
10311	Flores	Flores, Gabriel	10/10/2018	Refund/Flores, Gabriel/MUP 180-0003 Withdrawal- 9/20/18	233.41	233.41
10312	Reimb-9/24/18	Govea, Garrett	10/10/2018	Reimb: Tuition - BS Mgmt/Business Law/Govea 9/18/18	405.00	405.00
10313	00055969	Hudson Safe-T- Lite Rentals	10/10/2018	Drive Rivets for Sign Installation	75.78	75.78

10314	Oct9 18	ICMA	10/10/2018	ICMA Deferred Compensation Pay Period Ending 10/9/18	580.77	580.77
10315	INV218387	LN Curtis & Sons	10/10/2018	Shadow 14" Pull On Structural Pants - Wilson	437.37	437.37
10316	IN1262892	Municipal Emergency Services Inc.	10/10/2018	18 Scott AV300HT 4 Point Kevlar Rt Brackets	5,093.13	5,093.13
10317	Pinones	Pinones, Tala	10/10/2018	Refund/Pinones, Tala/Deposit- Courtyard - 9/29/18	200.00	200.00
10318	100118	Pro Drain & Plumbing Service Inc.	10/10/2018	Plumbing Service - HOPE Inc/Restroom	210.00	210.00
10319	3630 3631	Qual Chem Corp.	10/10/2018	Q339-Degreaser/Stain Remover Shop Towels	1,663.32 1,775.04	3,438.36
10320	31545753 31552349	RCP Block & Brick, Inc.	10/10/2018	Bulk Crushed Rock - PW Yard Bulk Concrete Sand - PW Yard/Streets	69.82 102.79	172.61
10321	Rucker	Rucker, Alvada	10/10/2018	Refund/Rucker/NewAssuranceBaptist//Deposit- LBH - 9/29/18	200.00	200.00
10322	SD Grant/Racic	San Diego Grantmakers	10/10/2018	Refund/SD Grantmakers/Racic/Deposit/Fac Use - Comm Ctr - 9/26/18	400.00	400.00
10323	00000633	Streamline Automation Systems LLC	10/10/2018	Streamline Software-Annual Fees/Data Hosting/Maint/Backups/Updates	3,530.52	3,530.52
10324	4133-1	The Sherwin-Williams Co.	10/10/2018	Graffiti Supplies	83.44	83.44
10325	09052018	Jamul Indian Village	10/16/2018	Legal Claim	11,628.00	11,628.00
10326	11487	AdminSure	10/17/2018	Workers' Compensation Claims Administration - Nov'18	440.42	440.42
10327	6228 6229 6230	Aguirre & Associates	10/17/2018	2065 69th St - Final Map Review - Sep '18 6302 Federal - Lot Line Adj - Sep'18 LGAR Excess Property Survey - Sep '18	287.50 402.50 230.00	920.00
10328	Allen	Allen, Jamilah	10/17/2018	Refund/Allen, Jamilah/Deposit - Courtyard- 10/14/18	300.00	300.00
10329	76928	Anthem Blue Cross EAP	10/17/2018	Employee Assistance Program - Oct 18	114.40	114.40
10330	Reimb 10/16/18	Boyce, Stephanie	10/17/2018	Mileage & Parking Reimbursement - Boyce 9/14/18-10/10/18	85.50	85.50
10331	Bradley	Bradley, Kiana	10/17/2018	Refund/Bradley, Kiana/Deposit - CommCtr- 10/6/18	200.00	200.00
10332	PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17 PettyCash-10/17	Brenda Wardrip	10/17/2018	Petty Cash- Supplies/City's 40th Celebration Petty Cash- Community Promotion/2018 STOC Address Petty Cash- Livescan- 9/19/18 Petty Cash- City Clerk Supplies/Storage Boxes Petty Cash- Mileage- Boyce 7/12/18-7/19/18 Petty Cash- Mileage- James 7/11/18-7/13/18 Petty Cash- Mileage- Boyce 8/28/18-9/11/18 Petty Cash- Meeting/Lunch/Caltrans- Boyce 9/11/18 Petty Cash- PW/Welding Supplies Petty Cash- PW/Facilities/Plumbing Supplies Petty Cash- Community Promo/Social Media Prize Giveaway/Postage Petty Cash- Livescan- 4/3/18	43.06 41.61 119.00 46.72 15.81 20.53 24.25 18.35 22.68 27.23 21.22 20.00	420.46
10333	14603-18993	Cable Pipe & Leak Detection Inc	10/17/2018	LBH Senior Ctr - Water Leak Survey	280.00	280.00
10334	19307005	Canon Financial Services Inc	10/17/2018	Canon Plotter 2 Yr Carepack Contract Charge 10/20/18-11/19/18	72.73	72.73
10335	020D518074 020D518122 020D518123 020D518160 020D518161 020D518162	Cintas Corp 2	10/17/2018	Annual Fire Extinguisher/Exit Sign Inspctn- Sheriff Stn 10/8/18 Annual Fire Extinguisher/Exit Sign Inspection- City Hall 10/8/18 Annual Fire Extinguisher/Alarm Sys Inspection- Fire Stn 10/8/18 Annual Fire Extinguisher/Exit Sign Inspctn- PW Yard 10/8/18 Annual Fire Extinguisher Inspection- Rec Ctr 10/8/18 Annual Fire Extinguisher/Exit Sign Inspctn- Sr Ctr 10/8/18	583.03 344.90 226.82 1,087.85 162.91 414.44	2,819.95
10336	4010561424 4010842318	Cintas Corporation #694	10/17/2018	Janitorial Supplies - 10/4/18 Janitorial Supplies - 10/11/18	218.66 580.50	799.16
10337	FRS0000126	City of El Cajon	10/17/2018	Overtime Reimbursement - Kelsen 9/27/18	1,168.30	1,168.30
10338	20399	City of La Mesa	10/17/2018	Overtime Reimbursement - Jul'18	129.13	129.13
10339	1887 1888	Clark Telecom & Electric Inc.	10/17/2018	Street Light Dig Alert Mark Outs - Aug '18 Street Light Repairs- Aug '18	631.37 1,506.01	2,137.38
10340	36746	Colantuono, Highsmith & Whatley, PC	10/17/2018	Legal Svcs - thru Sep'18	84.84	84.84
10341	81921017 81921558	Corelogic Solutions, LLC.	10/17/2018	Image Requests - Sep'18 RealQuest Graphics Package - Sep'18	16.50 300.00	316.50
10342	201800813	County of San Diego/Assessor/Recorder/Clerk	10/17/2018	Recording Services- 9/5/18	12.00	12.00
10343	10/1/2018 9/30/2018 9/30/2018	Cox Communications	10/17/2018	Phone/City Hall- 10/1/18-10/31/18 Internet/Community Ctr- 9/30/18-10/29/18 Peg Circuit Svc 9/30/18-10/29/18	975.26 75.00 2,896.29	3,946.55

10344	4534 4544 4545 4546 4547 4548 4549	D- Max Engineering Inc	10/17/2018	D-Max Stormwater Prof Svcs thru 8/31/18 6800 Mallard Ct Stormwater Inspection 8/1/18-8/31/18 Celsius Phase II- 18-19 8/1/18-8/31/18 Center Hilltop Condos Stormwater Inspections 8/1/18-8/31/18 Grove Lofts Stormwater Inspections 8/1/18-8/31/18 Ildica Stormwater Inspections 8/1/18-8/31/18 LGA Realignment Stormwater Inspection 8/1/18-8/31/18	8,308.20 555.34 241.15 187.84 214.90 240.34 162.40	9,910.17
10345	100418560	DAR Contractors	10/17/2018	Animal Disposal- Sep '18	162.00	162.00
10346	10/1-4/18 9/24-27/18	Esgil Corporation	10/17/2018	75% Building Fees- 10/1/18-10/4/18 75% Building Fees- 9/24/18-9/27/18	28,436.21 4,207.79	32,644.00
10347	26365	Excell Security, Inc.	10/17/2018	Senior Center Security Guard - 10/14/18	99.80	99.80
10348	57776	Global Power Group, Inc	10/17/2018	Preventive Maintenance - Generator/Fire Station	367.00	367.00
10349	4-70871-DS-001	HNTB Corporation	10/17/2018	Prof Svcs: OCS for LGA Realignment Proj 7/28/18-8/24/18	1,420.90	1,420.90
10350	93222	Horton, Oberrecht, Kirkpatrick & Martha, APC	10/17/2018	Legal Svcs: GHC 0019886	6,391.30	6,391.30
10351	00055256	Hudson Safe-T- Lite Rentals	10/17/2018	10' Square Posts - Park Project	415.68	415.68
10352	Reimb-10/10/18	Loftis, Zach	10/17/2018	Reimb: Giftcards/Employee Apprec Event/Berry St Pk 10/11/18	70.00	70.00
10353	Lopez Vega	Lopez Vega, Nohemi	10/17/2018	Refund/Lopez Vega, Nohemi/Deposit - LeeHouse- 10/6/18	200.00	200.00
10354	Sep 18 Sep 18 Sep 18 Sep 18	Lounsbery Ferguson Altona & Peak LLP	10/17/2018	General 01163-00002 - Sep '18 Code Enforcement 01163-00003 - Sep '18 01163-00028 - Sep '18 Sanitation Dist 01163-00036 - Sep '18 01163-00037 - Sep '18	12,416.80 730.87 3,050.80 215.80 863.20	17,277.47
10355	Martin	Martin, Steven	10/17/2018	Refund/Martin, Steven/CD1-800-0044- Address Fee 9/18/18	100.00	100.00
10356	IN1272063	Municipal Emergency Services Inc	10/17/2018	SCBA Fit Test	300.00	300.00
10357	6253	North County EVS, Inc.	10/17/2018	E10 Service Call/DEF Fluid Leak/Spot Lights	418.26	418.26
10358	102380	NV5, Inc.	10/17/2018	LGA Realignment- Construction Support Svcs thru 8/31/18	4,011.28	4,011.28
10359	Odom	Odom, Andrea	10/17/2018	Refund/Odom, Andrea/Deposit - Rec Ctr- 10/7/18	200.00	200.00
10360	2018346	Pacific Railway Enterprises, Inc.	10/17/2018	LGA Realignment Proj 7/29/18 - 9/1/18	16,835.59	16,835.59
10361	18-Oct	PLIC- SBD Grand Island	10/17/2018	Dental Insurance -Oct18	3,944.52	3,944.52
10362	Reyes	Reyes, Minerva	10/17/2018	Refund/Reyes, Minerva/Duplicate Payment - Lee Courtyard- 11/3/18	225.00	225.00
10363	Sanchez	Sanchez, Christina	10/17/2018	Refund/Sanchez, Christina/Deposit/Partial Rental - CC- 10/13/18	353.13	353.13
10364	7701 1/2 NorthA 7701 1/2 NorthB 7772 1/2 NorthA 7772 1/2 NorthB Sep18	SDG&E	10/17/2018	7701 1/2 North Ave A- 9/3/18-10/2/18 7701 1/2 North Ave B- 9/3/18-10/2/18 7772 1/2 North Ave A- 9/3/18-10/2/18 7772 1/2 North Ave B- 9/3/18-10/2/18 Gas & Electric 8/20/18-9/19/18	10.56 9.06 9.06 9.06 24,588.79	24,626.53
10365	3394-09 3394-09 3394-09	Select Electric Corp.	10/17/2018	Traffic Signal Maintenance- Sep'18 Traffic Signal Service Calls- Sep'18 Traffic Signal Dig Alert Mark Outs- Sep'18	1,413.37 2,389.68 2,692.25	6,495.30
10366	18-Oct	Standard Insurance Company	10/17/2018	Long Term Disability Insurance - Oct18	1,745.61	1,745.61
10367	8051696446	Staples Advantage	10/17/2018	Office Supplies & Copy Paper - City Hall	428.62	428.62
10368	00071354	The East County Californian	10/17/2018	Public Hearing Notice - Discretionary Permits - 10/4/18	168.00	168.00
10369	Tinsley	Tinsley, Jerry	10/17/2018	Refund/Tinsley, Jerry/Deposit - LBH- 10/13/18	200.00	200.00
10370	38027C-0918	Trepte Construction Company	10/17/2018	Prof Svcs: Sep'18	3,773.09	3,773.09
10371	STMT 9/24/2018 STMT 9/24/2018	US Bank Corporate Payment Systems	10/17/2018	Oil Absorbent for Engines/Gas Line Cap Station Supplies/Trash Bags/Mops Diesel Exhaust Fluid SD East County Chamber/Women in Leadership Event/Romero 9/28/18 Postage CSMFO Registration Compact Memory Card Tactical Packs/Auto-Retracting Clips Lodging/Training/Drum 8/21/18-8/24/18 APA/AICP Dues 10/1/18-9/30/19 SoGOSQ/Membership Fee - Credit Emergency Care Slideguide	71.52 165.64 54.26 75.00 13.82 370.00 51.71 71.65 162.69 700.00 -65.00 493.94	3,713.77

	STMT 9/24/2018			Airfare/OES WY/Hales 9/24/18	615.80	
	STMT 9/24/2018			Helmet Shields	127.00	
	STMT 9/24/2018			Department Exp/Gas Shut Off Valve Decal	9.99	
	STMT 9/24/2018			PW Greenbooks 2018	225.43	
	STMT 9/24/2018			Pesticide Application Training/Hunt & Landeros	200.00	
	STMT 9/24/2018			LGPW#03 '00 Ford Ranger/Replace Ignition	357.40	
	STMT 9/24/2018			Employee Appreciation/Thank You Cards	12.92	
10372	105172807 3405164-CA	US HealthWorks Medical Group,PC	10/17/2018	Medical Exam - 9/13/18	323.16	458.16
				Medical Exam - 9/19/18	135.00	
10373	9814543630 9815811152 9/12/2018	Verizon Wireless	10/17/2018	City Phone Charges- 8/13/18-9/12/18	323.34	526.16
				Modems- Cardiac Monitors - 9/4/18-10/3/18	14.04	
				PW Tablets- 8/13/18-9/12/18	188.78	
10374	2016.04-026	West Coast General Corporation	10/17/2018	LGA Realignment Proj- 8/1/18-8/31/18	197,956.48	197,956.48
10375	0266 39329 39332	A Aaron Lock & Key	10/24/2018	Keys - Comm Ctr	28.49	590.11
				Locks & Keys/Sheriff Stn	145.12	
				Lock/Rekey - Restroom - HOPE Inc	416.50	
10376	12763	AAA Imaging	10/24/2018	Business Cards/Boyce/Romero/Hidalgo/Window & Non-Window Envelopes	905.10	905.10
10377	9/13/18-10/12/18	AT&T	10/24/2018	Phone Service 9/13/18-10/12/18	83.12	83.12
10378	32596	Aztec Landscaping Inc	10/24/2018	Landscape Mgmt Svc - Sep'18	9,629.00	9,629.00
10379	BRS-0017253	Bickmore	10/24/2018	Self-Insured Workers' Comp Program Actuarial Review	2,250.00	2,250.00
10380	898121-9	BJ's Rentals	10/24/2018	Propane	12.45	12.45
10381	10/23/18	California State Disbursement Unit	10/24/2018	Wage WithholdingPay Period Ending 10/23/18	161.53	161.53
10382	19299093 19307004	Canon Financial Services Inc	10/24/2018	Canon Plotter Contract Charge 10/21/18-11/20/18	144.00	225.35
				Canon Copier Contract Charge 10/20/18-11/19/18	81.35	
10383	Reimb 10/15/18	Chapel, Shelley	10/24/2018	Reimb: Mileage - Chapel 8/8/18-10/11/18	70.25	70.25
10384	4011125568	Cintas Corporation #694	10/24/2018	Janitorial Supplies - 10/18/18	218.66	218.66
10385	759 765 784	City of Chula Vista	10/24/2018	Animal Control Services- Jul '18	24,163.00	72,489.00
				Animal Control Services- Aug '18	24,163.00	
				Animal Control Services- Sep '18	24,163.00	
10386	HFTA000097	City of El Cajon	10/24/2018	HFTA Fees - QTR 2 FY18/19	4,483.00	4,483.00
10387	20405 20411 20411 20411 20411 20411 20411 20411 20411 20411 20411 20411 20411	City of La Mesa	10/24/2018	Household Hazardous Waste Event- 9/15/18	1,130.00	13,816.41
				Overtime Reimbursement - Perrins 8/10/18	1,154.35	
				Overtime Reimbursement - Sergeant 8/17/18	1,257.14	
				Overtime Reimbursement - Sergeant 8/18/18	1,257.14	
				Overtime Reimbursement - Deitz 8/24/18	1,154.35	
				Overtime Reimbursement - Provence 8/24/18	1,154.35	
				Overtime Reimbursement - Granger 8/30/18	997.20	
				Overtime Reimbursement - Garcia 9/5/18	1,099.21	
				Overtime Reimbursement - Brown 9/5/18	1,046.83	
				Overtime Reimbursement - Tasco 9/13/18	1,154.35	
				Overtime Reimbursement - Tasco 9/14/18	1,154.35	
				Overtime Reimbursement - Casey 9/16/18	1,257.14	
10388	37083	Colantuono, Highsmith & Whatley, PC	10/24/2018	Legal Svcs - thru 9/30/18	15.72	15.72
10389	5089	Countywide Mechanical Systems, Inc	10/24/2018	Plumbing Repair- HOPE Inc/Restroom	493.91	493.91
10390	2259Wash- 10/11 7071MTV- 10/11 8235MTV- 10/13 Rec Ctr- 10/9	Cox Communications	10/24/2018	Calsense Modem Line:2259 Washington 10/6/18-11/5/18	21.11	233.24
				Calsense Modem Line:7071 Mt Vernon 10/6/18-11/5/18	20.01	
				Calsense Modem Line:8235 Mt Vernon 10/9/18-11/8/18	94.39	
				Phone/Rec Ctr/ 3131 School Ln- 10/4/18-11/3/18	97.73	
10391	4564	D- Max Engineering Inc	10/24/2018	D-Max Stormwater Prof Svcs thru 9/30/18	4,130.08	4,130.08
10392	0918.05.0009 0918.19.0008	Dexter Wilson Engineering, Inc.	10/24/2018	Eng Svc-District's Sewer System Mgmt Plan - Sep'18	300.00	5,642.50
				Metro JPA Wastewater Issues - Sep'18	5,342.50	
10393	1016182305	Domestic Linen- California Inc	10/24/2018	Shop Towels & Safety Mats 10/16/18	82.10	82.10
10394	235909	Evans Tire & Service Center	10/24/2018	LGPW #26 '14 Chevy 3500 Van - 6 Tires/Balance/Svc Agreement	946.74	946.74
10395	INV1014082	George Hills Company	10/24/2018	TPA Claims- Adjusting/Other Services - Sep 18	273.00	273.00
10396	58121	Global Power Group, Inc	10/24/2018	Fuel for Generator - Fire Station	141.50	141.50
10397	00056470 00056588 00056749	Hudson Safe-T- Lite Rentals	10/24/2018	Crosswalk Install/Ped Xing Signs/Arrow Signs -Golden & School Ln	303.10	1,196.17
				No Right Turn Signs/Stop Here on Red Signs - LGA Realignment	173.20	
				Highway 94 Sign - LGA Realignment	81.19	

	00056794			3 5-Gallon White Traffic Paint - LGA Realignment	220.83	
	00056900			No Ped Xing Sign/Concrete in Can/Drive Rivets - Sign Installation -LGAR	417.85	
10398	Oct23 18	ICMA	10/24/2018	ICMA Deferred Compensation Pay Period Ending 10/23/18	580.77	580.77
10399	130143 CivicCtr-Sep18 Sheriff- Sep18	Knott's Pest Control, Inc.	10/24/2018	On Call Pest Control- Senior Center - Oct18 Monthly Bait Stations- Civic Ctr - Sep18 Monthly Bait Stations- Sheriff - Sep18	110.00 60.00 45.00	215.00
10400	Leavitt, Tim	Leavitt, Tim	10/24/2018	Refund/Leavitt, Tim/Duplicate Dog License 10/10/18	35.00	35.00
10401	INV22895	Logiccoppy	10/24/2018	Ricoh C3502 Copier Contract & Usage Charge PW Yard-10/7/18-11/6/18	92.72	92.72
10402	1028918	Michael Baker International	10/24/2018	Prof Svc: As-Needed Engineering Svcs thru 9/30/18	23,865.00	23,865.00
10403	222130 222131 222132	Ninyo & Moore	10/24/2018	Grove Loft Apartments Inspection Svcs thru 9/28/18 Hilltop Condos Proj Inspection Svcs thru 9/28/18 8501 Ildica Inspection Svcs thru 9/28/18	270.50 270.50 870.50	1,411.50
10404	6278	North County EVS, Inc.	10/24/2018	E310 Service Call/Air Ride Seat Control Valves	258.53	258.53
10405	148594	Pacific Sweeping	10/24/2018	Street Sweeping/Parking Lot - Power Washing/Bus Shelters- Sep'18	6,428.55	6,428.55
10406	PD-39774 PD-39815	Plumbers Depot Inc	10/24/2018	LGPW#32 Hose Reel Swivel - GapVax LGPW#26 Sewer Camera Repair/Tire Assembly/Pipe	1,378.87 643.86	2,022.73
10407	10918	Pro Drain & Plumbing Service Inc	10/24/2018	Plumbing Services - Fire Strn/Laundry Drain	110.00	110.00
10408	31505704 31556105	RCP Block & Brick, Inc.	10/24/2018	Hi-Strength Concrete Mix - PW Yard Rapid Set Concrete Mix/Sign Installation - LGA Realignment	30.41 37.07	67.48
10409	10495	Spring Valley Lawn Mower Shop	10/24/2018	Repair- Concrete Saw- PW/Streets	313.21	313.21
10410	SC-112268	State Water Resources Control Board	10/24/2018	Oversight Costs- LGA Realignment Site Cleanup 4/1/18-6/30/18	932.10	932.10
10411	Oct2018	Sun Life Financial	10/24/2018	Life Insurance - Oct18	109.71	109.71
10412	991819	Superior Ready Mix Concrete LP	10/24/2018	Asphalt - PW Yard/Supply	231.19	231.19
10413	00071604 00071606	The East County Californian	10/24/2018	Public Hearing Notice - CUP 3468 Citrus St - 10/11/18 Public Hearing Notice - Admin Appeal - 10/11/18	136.50 140.00	276.50
10414	9674-9	The Sherwin-Williams Co.	10/24/2018	Graffiti Cleanup Supplies	238.75	238.75
10415	9816412447 Tablets-10/12	Verizon Wireless	10/24/2018	City Phone Charges- 9/13/18-10/12/18 PW Tablets- 9/13/18-10/12/18	176.14 188.78	364.92
					1,173,269.36	1,173,269.36

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.C

**Dept.** City Manager's Office

**Item Title:** Approval of City Council Meeting Minutes

**Staff Contact:** Shelley Chapel, MMC, City Clerk

**Recommendation:**

Approval of City Council Meeting Minutes for Special Meeting held October 23, 2018.

**Fiscal Impact:**

None.

**Environmental Review:**

Not subject to review

Categorical Exemption, Section

Negative Declaration

Mitigated Negative Declaration

**Public Information:**

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

**Attachments:**

None.

**MINUTES OF A SPECIAL MEETING OF  
THE LEMON GROVE CITY COUNCIL  
TUESDAY, OCTOBER 23, 2018**

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

**Call To Order:**

Mayor Vasquez called the Regular Meeting to order at 6:00 p.m.

**Present:** Mayor Racquel Vasquez, Mayor Pro Tem Jerry Jones, Councilmember Jennifer Mendoza, Councilmember David Arambula, and Councilmember Matt Mendoza.

**Absent:** None.

**Staff Members Present:**

Lydia Romero, City Manager, Kristen Steinke, Assistant City Attorney, Mike James, Assistant City Manager/Public Works Director, Interim Mike Chasin, Fire Chief, Lieutenant Scott Amos, San Diego County Sheriff's Office - Lemon Grove Substation, Shelley Chapel, City Clerk, Molly Brennan, Finance Manager, and Daryn Drum, Fire Division Chief.

**1. Discussion of FY 2018-19 General Fund Operating Budget**

Lydia Romero, City Manager and Molly Brennan, Finance Manager provide the PowerPoint presentation and overview for discussion. Provided in the presentation were the potential for cuts in each department and potential remedies including revenue generating ideas as solutions to help close the gap in the budget for 2018-19 fiscal year.

The City Council provided the City Manager and Finance Manager confirmation of consensus on areas they agreed with staff regarding cuts and concurred with certain revenue generating ideas which will be brought back to Council in the future.

*Mayor Vasquez called a break at 8:40 and the workshop resumed at 8:50.*

**Public Comment:**

Appeared to comment were: Jaime (Himeh) Carrillo, Chris Williams, and Angeles Nelson.

**Adjournment:**

There being no further business to come before the Council, the meeting was adjourned at 10:50 p.m. to a meeting to be held Tuesday, November 6, 2018, in the Lemon Grove Community Center located at 3146 School Lane, for a Regular meeting.

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Shelley Chapel, MMC  
City Clerk

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.D

**Dept.** City Manager's Office

**Item Title:** Approval of Planning Commission Meeting Minutes

**Staff Contact:** Shelley Chapel, MMC, City Clerk

**Recommendation:**

Approval of Planning Commission Meeting Minutes for Regular Meeting held September 24, 2018.

**Fiscal Impact:**

None.

**Environmental Review:**

Not subject to review

Categorical Exemption, Section

Negative Declaration

Mitigated Negative Declaration

**Public Information:**

None

Newsletter article

Notice to property owners within 300 ft.

Notice published in local newspaper

Neighborhood meeting

**Attachments:**

None.

**MINUTES OF A MEETING OF  
THE LEMON GROVE PLANNING COMMISSION  
MONDAY, SEPTEMBER 24, 2018**

**Call To Order:**

Chair Bailey called the Regular Meeting to order at 6:03 p.m.

**Roll Call** by Clerk Chapel.

Present: Chair Bailey, Vice-Chair Browne, Commissioner LeBaron, Commissioner Relucio,  
and Commissioner Smith.

Absent: None.

**Staff Members Present:**

Mike Viglione, Assistant Planner, Arturo Ortuño, Assistant Planner, Shelley Chapel, City Clerk, and Claudia Tedford, CityPlace Consultant.

**Pledge of Allegiance:**

Pledge of Allegiance to the Flag was led by Vice-Chair Browne.

1. **Approval of the Minutes:** The minutes for the June 25, 2018 Regular Meeting were approved.

**Action:** Motion by Commissioner Smith, seconded by Commissioner Relucio to approve meeting minutes.

The motion passed by the following vote:

**Ayes:** Bailey, Browne, LeBaron, Relucio, Smith

**Absent:** None.

**Changes to the Agenda:** None.

**Public Comments:**

Appeared to comment was: Nancy Henry

**Consent Item:** None.

**Public Hearing:**

2. Continuation of Public Hearing (AA1-800-0004, Administrative Appeal of the Development Services Director Determination Regarding the Expiration of the Land Use Authorization for a Nonconforming 15-Bed Boarding House/Independent Living Facility Located at 2555, 2561, and 2571 Crestline Drive in the Residential Low/Medium Zone.

Mike Viglione, Assistant Planner presented the request for continuance from September 24, 2018 to October 22, 2018.

*Commissioner Smith recused himself, disclosing that he lives within the project area, and left the room at 6:13 p.m. and returned to the dais at 6:14 p.m. with all members present.*

**Action:** It was moved by Commissioner Browne and seconded by Commissioner LeBaron to continue the Public Hearing to October 22, 2018 without further noticing.

The motion passed by the following vote:

**Ayes:** Bailey, Browne, LeBaron, Relucio

**Noes:** None

**Abstain:** Smith

3. Public Hearing to Consider Conditional Use Permit No. CUP-180-0003; a Request to Establish a 6,400 SF Veterinary Clinic with Retail Sales, Indoor Kennel, and Outdoor Activities at 7770 Broadway in the Transit Mixed-Use (TMU) Zone of the Downtown Village Specific Plan.

Arturo Ortuño, Assistant Planner presented the report and PowerPoint presentation.

Chair Bailey opened the Public Hearing at 6:23 p.m.

Appeared to comment were: Tom Parashos, Applicant Representative, and Sudeep Dhillon Applicant.

During the discussion Commissioners expressed concern about the number of animals allowed within each enclosure, kiosk vending machines located outside, outdoor seating, licensing inspection timing, boarding, and surveillance.

Planner Ortuño and the applicant responded to the Commissioners questions.

Adoption of the resolution would authorize conditionally approving Conditional Use Permit No. CUP-180-0003, a request to establish a veterinary clinic at 7770 Broadway in the Transit Mixed-Use (TMU) Zone of the Downtown Village Specific Plan.

**Action: The public hearing was closed at 6:36 p.m. on a motion by Commissioner Relucio and second by Commissioner LeBaron to adopt Resolution No. 18-02.**

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

**Ayes: Bailey, Browne, LeBaron, Relucio, Smith**

**Noes: None**

4. Separation Findings for Discretionary Permits

Mike Viglione, Assistant Planner introduced Claudia Tedford, with CityPlace who gave the report and the PowerPoint Presentation.

Chair Bailey opened the Public Hearing at 6:42 p.m.

Appeared to comment was: John L. Wood

During the discussion Commissioners expressed concern about the measurement of distance and the timing of findings and application.

Planner Viglione, and Consultant Tedford responded to the Commissions questions.

Review Proposed Amendments to Zoning Code Application Procedures to Include Early Separation Findings for Discretionary Permits, and Provide a Recommendation to the City Council. Direction to staff to draft Ordinance to present to the City Council.

**Action: The public hearing was closed at 7:23 p.m. by Chair Bailey. The Commission provided direct to staff including suggested amendments to the Draft Ordinance. On a motion by Commissioner Smith and second by Commissioner Relucio.**

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

**Ayes: Bailey, Browne, LeBaron, Relucio, Smith**

**Noes: None**

Amendments to include: The Planning Commission endorsed staff's recommendation with the following amendment to Section 17.28.020(F)(2) which is on Attachment B, page 7 of the report; and,

Affected Property Owners. The notice shall be mailed to all real property owners consistent with separation findings, or at an appropriate legal distance from all exterior boundaries of the subject property at least ten days prior to the decision. Notices shall be mailed using the names and addresses of the owners as shown on the latest equalized assessment roll in the office of the county assessor. Where the address of such owner is not shown on such assessment roll, failure to send notice by mail to such property owner shall not invalidate any proceedings in connection with such action. In the event that the number of owners to whom notice would be sent according to this subsection is greater than one thousand, then notices may, instead, be given by placing a display advertisement of at least one-eighth page in a newspaper having general circulation within the affected area  
Staff also cautioned the Planning Commission that the recommendation would need to be vetted by the City Attorney.

**Business from the Planning Staff:** None.

**Business from the Planning Commission:** None.

**Planning Commission Oral Comments & Reports on Meetings Attended At City Expense (G.C. 53232.3(d)):** None.

**Adjournment:**

**On a motion by Vice-Chair Browne and second by Commissioner Relucio.**

**The motion passed by the following vote to adjourn the meeting:**

**Ayes: Bailey, Browne, LeBaron, Relucio, Smith**

**Noes: None**

There being no further business to come before the Commission, the meeting was adjourned at 7:35 p.m. to a meeting to be held Monday, October 22, 2018, at 6:00 p.m. in the Lemon Grove Community Center located at 3146 School Lane, for a Regular meeting.

*s://Shelley Chapel*

Shelley Chapel, MMC

City Clerk

**LEMON GROVE CITY COUNCIL  
AGENDA ITEM SUMMARY**

**Item No.** 1.E  
**Mtg. Date** November 6, 2018  
**Dept.** Public Works

**Item Title:** [Approve a Professional Services Agreement with Rick Engineering Company to Update the Citywide Drainage Master Plan]

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

**Recommendation:**

Adopt a resolution (**Attachment B**) approving a professional services agreement with Rick Engineering Company to update the citywide drainage master plan. ]

**Item Summary:**

In 1997, the City contracted with ASL Consulting Engineers to create a drainage master plan (master plan). The purpose of the master plan was to serve as a planning document to evaluate the existing drainage collection system, determine what the deficiencies were in the system, proposed system improvements and program costs as well as a proposed capital improvements program. Since the completion of the master plan, staff has referenced the master plan yet funding limitations has limited the size and scope of drainage related capital improvements projects. Rather, staff has limited projects to smaller areas of work in response to calls for service to the drainage system, annual maintenance related to drainage system, and locations that are known flooding sites during times of heavy rainfall.

The staff report (**Attachment A**) provides additional details about the proposed drainage master plan update, the consultant selection process, and concludes with staff’s recommendation.

**Fiscal Impact:**

[Funds were allocated in the Fiscal Year 2018-2019 budget from Fund 02 – Gas Tax Fund (SB-1 Roadway Maintenance and Rehabilitation Act) in an amount not to exceed \$250,000. ]

**Environmental Review:**

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

**Public Information:**

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

**Attachments:**

- A. Staff Report
- B. Resolution



## LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.E

Mtg. Date November 6, 2018

Item Title: **[Approve a Professional Services Agreement with Rick Engineering Company to Update the Citywide Drainage Drain Master Plan]**

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

### Background:

In 1997, the City contracted with ASL Consulting Engineers to create a drainage master plan (master plan). The master plan was created as a long-term planning document that included detailed analysis of the City's:

- Study area characteristics,
- Ultimate land use,
- Existing drainage facilities,
- System deficiencies,
- Proposed system improvements,
- Estimated program costs, and
- Proposed capital improvement program.

Since 1997, staff has referenced the master plan as a planning tool and as a resource for drainage related questions from the public, businesses or staff. However, due to limited funding sources, the size and scope of drainage capital improvement projects were limited to smaller projects that responded to calls for services, performing annual maintenance/cleaning catch basins, and addressing locations that are known flooding areas during times of heavy rainfall.

### Discussion: ]

Rick Engineering Company (Rick Engineering) continues to service as the City's contract city engineer, since Fiscal Year 2016-2017, to provide multiple engineering services to the city. A sample of those services, in addition to serving as the contract city engineer, includes supporting any capital improvement project as a part of the five-year capital improvement program, and serve as the subject matter expert for all drainage related tasks.

These two tasks have a direct impact on the master plan and as such city staff worked directly with Rick Engineering to determine what level of service is most appropriate to properly update the drainage master plan. Specifically, the water resources group with Rick Engineering has a tremendous amount of experience with not only updating but also creating master plans. Additionally, Rick Engineering has performed several site-specific drainage studies in the city that identified solutions to known flooding locations as well as recommendations to maintaining the city's municipal separate storm sewer system. With the prior knowledge of the city's drainage system Rick Engineering is the single point of contact that already has the historical knowledge of the city and can quickly assess the status of the city's system to properly update the master plan moving forward.

# Attachment A

The city's purchasing ordinance (LGMC 3.24.070) authorizes the City Council to select professionals based on the professional qualifications necessary for the satisfactory performance of the service required, on demonstrated competence, and on a fair and reasonable price consistent with Government Code Section 4526. While it is normally a standard practice to seek at least three proposals for the professional service needed, the purchasing officer (i.e. City Manager) may waive the requirements for solicitation of multiple proposals if one individual or firm can provide the professional services. Rick Engineering has proven that it has the professional ability, knowledge and prior experience performing like services and as such staff believes all desired tasks needed to perform the master plan update will be accomplished by Rick Engineering.

With staff's direction, Rick Engineering prepared a proposal (**Attachment B – Exhibit 1**) to update the city's master plan. The bullet points listed below outline key elements of the proposal that staff felt important to highlight:

1. Scope of Services: Six tasks that include data collection and compilation, closed circuit television (CCTV) of the corrugated metal pipe storm drain system, existing condition hydrologic and hydraulic analysis, recommend improvements, identifying regional improvement opportunities, and develop a final drainage master plan update.
2. Duration: This project will not exceed one year.
3. Project Cost: The total cost estimate, not including the four optional tasks, will not exceed \$249,855.00. If the additional tasks were considered it would require an additional \$44,900.00.
4. Deliverables: Five deliverables include an updated GIS storm drain inventory and identified corrugated metal pipe (CMP) systems for additional CCTV, hydrologic and hydraulic modeling results for existing conditions (2-year, 10-year, 100-year), GIS web application (ongoing, updated for deliverables), and a draft/final drainage master plan report with final GIS datasets.

A notable comment about the proposal from Rick Engineering relates to the tasks listed as "optional tasks" that may be considered after the completion of the master plan update. The four optional tasks include:

1. Interim Solution for CMP Segments: Analyze the results of the CCTV efforts with the results of the deficiencies to provide an interim solution(s) for slip lining CMP segments.
2. Identify Required Sizes for Deficient Facilities: Provide required pipe sizes based on the desired design storm for each deficient facility. These recommended facilities will be added to the hydrologic and hydraulic model and run to determine their impacts on the neighboring facilities.
3. Probable Construction Costs: Research available unit costs for project construction based on historical bid history or other readily available sources. Unit costs will be provided to the City. Additionally, a generalized order of magnitude opinion of probably construction cost for each of the recommended facilities will be provided to aid in the prioritization of projects.
4. Bundling and Prioritization of Recommended Improvements: Provide prioritization scores for each recommended facility to assist in ranking the benefit of each potential improvement. A matrix will consider modeling results as well as relevant fields from the

# Attachment A

existing GIS data. Areas will be bundled into relevant project areas and forecasted for a ten-year period.

The optional tasks were created after City and Rick Engineering staff discussed the difference between a traditional master plan deliverable and the proposal that was submitted. Under normal circumstances when entities create a master plan there is set time to respond to the repairs as well as a predetermined amount funds that will be allocated during that time. In the City's circumstance, there are limited funds available to construct the necessary drainage improvements and it is not enough to make a substantial improvement to any list of capital improvement. Therefore, the proposal was amended to do two things.

1. Assess the current condition of the city's drainage system. The current master plan is 21 years old and to staff's knowledge there has never been a physical (e.g. CCTV) assessment of the drainage system. Considering most of the city's drainage system is approximately 40-50 years old the CMP may be failing in certain areas throughout the city. By visually inspecting each segment of pipe the failed areas will know be identified.
2. In recent years, master plans have advanced in the level of analysis and deliverables due to the software used to produce the plans. With the additional of 2-dimensional modeling, software can now provide easily accessible hydrologically isolated models for any location in the City. This new tool will assist staff with daily interactions with external and internal customers as it related to the city's drainage system citywide.

Once the master plan is updated, staff will review the optional tasks and determine if any of them can be included in next fiscal year's budget to pursue.

## **Conclusion:**

[That the City Council adopts a resolution (**Attachment B**) approving a professional services agreement with Rick Engineering Company to update the citywide drainage master plan. ]



# Attachment B

## RESOLUTION NO. [2018 -3615]

### RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE [APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RICK ENGINEERING COMPANY TO UPDATE THE CITYWIDE DRAINAGE MASTER PLAN]

---

**WHEREAS**, in 1997, the city contracted with ASL Consulting Engineers to create a drainage master plan (master plan); and

**WHEREAS**, there is a current need to perform an update to the master plan that will include data collection and compilation, CCTV of the corrugated metal pipe storm drain system, existing condition hydrologic and hydraulic analysis, recommend improvements, identifying regional improvement opportunities, and develop a final drainage master plan update; and

**WHEREAS**, in order to complete this update in an economically efficient process the expertise of a consulting firm that possess the knowledge, skills and abilities in completing master plans will be needed; and

**WHEREAS**, Rick Engineering Company was identified by city staff as a consulting firm that has a positive experience in creating and updating master plans in the County; and

**WHEREAS**, after evaluating the proposal, city staff determined that Rick Engineering Company has the professional experience and competency to successfully update the drainage master plan. ]

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

1. Approves a professional services agreement (*Exhibit 1*) with Rick Engineering Company to update the citywide drainage master plan; and
2. Establishes a project budget not to exceed two hundred forty-nine thousand eight hundred fifty-five dollars and zero cents (\$249,855.00); and
3. Authorizes the City Manager, or her designee, to execute and manage the agreement. ]

/////  
/////



**AGREEMENT  
BY AND BETWEEN  
THE CITY OF LEMON GROVE  
AND  
RICK ENGINEERING COMPANY**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and Rick Engineering Company, an Engineering Consulting Firm (the "CONTRACTOR").

**RECITALS**

WHEREAS, the CITY desires to employ a CONTRACTOR to provide services for the Citywide Drainage Master Plan.

WHEREAS, the CITY has determined that the CONTRACTOR is an Engineering Consulting Firm and is qualified by experience and ability to perform the services desired by the CITY, and the CONTRACTOR is willing to perform such services.

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

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

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

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

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

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

# Attachment B – Exhibit 1

3. **PROJECT COORDINATION AND SUPERVISION.** Mike James hereby is designated as the Project Manager for the CITY and will monitor the progress and execution of this Agreement. The CONTRACTOR shall assign a single Project Director to provide supervision and have overall responsibility for the progress and execution of this Agreement for the CONTRACTOR. **Brendan Hastie** thereby is designated as the Project Director for the CONTRACTOR.

4. **COMPENSATION AND PAYMENT.** The compensation for the CONTRACTOR shall be based on monthly billings covering actual work performed. Billings shall include labor classifications, respective rates, hours worked and also materials, if any. The total cost for all work described in Exhibit "A" shall not exceed two hundred forty-nine thousand eight hundred fifty-five dollars and zero cents (\$249,855.00) (the Base amount) without prior written authorization from the City Manager. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by the CITY.

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

5. **LENGTH OF AGREEMENT.** This agreement will last one (1) year from the approved and executed date or until all work has been completed by the CONTRACTOR and accepted by the DISTRICT, whichever event occurs first.

Contract Extension. Contract may be extended for six (6) months by written agreement from both parties.

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

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

# Exhibit 1

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

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

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

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

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

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

# Attachment B – Exhibit 1

LEMON GROVE business license prior to and during performance of any work pursuant to this Agreement.

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

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

11. **STANDARD OF CARE.**

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

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

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

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

# Exhibit 1

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

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

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

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

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

# Attachment B – Exhibit 1

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

15. **INSURANCE.** The CITY has automated its insurance certificate tracking using PinsAdvantage. You will receive an e-mail with instruction how to proceed. When you receive the e-mail, please forward it to your agent handling your insurance.

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

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

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

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

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

# Exhibit 1

right of subrogation against the City and its respective elected officials, officers, employees, agents and representatives.

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

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

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

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

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

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

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

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

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

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

17. **MEDIATION/ARBITRATION.** If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree first to try, in good faith, to settle the dispute by mutual negotiation between the principles, and failing that through nonbinding mediation in San Diego, California, in accordance with the Commercial Mediation Rules of the

# Attachment B – Exhibit 1

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 City's request, the CONTRACTOR, its agents, officers, and employees agree to assist in resolving the dispute or litigation. The CONTRACTORs assistance includes, but is not limited to, providing professional consultations, attending mediations, arbitrations, depositions, trials or any event related to the dispute resolution and/or litigation.

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

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

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

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

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

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

19. **NOTICES.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered; or sent by overnight mail (Federal Express or the like); or sent by registered or certified mail, postage prepaid, return receipt requested; or sent by ordinary mail, postage prepaid; or telegraphed or cabled; or delivered or sent by telex, telecopy, facsimile or fax; and shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if sent by overnight mail, the business day following its deposit in such overnight mail facility, (iii) if mailed by registered, certified or ordinary mail, five (5) days (ten

# Exhibit 1

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

To the CITY:                   Mike James  
  CITY OF LEMON GROVE  
  3232 Main Street  
  Lemon Grove, CA 91945-1701

To the CONTRACTOR:       Brendan Hastie  
  Rick Engineering Company  
  5620 Friars Road  
  San Diego, CA 92110

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.

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

If checked, the CONTRACTOR shall comply with all of the reporting requirements of the Political Reform Act and the City of Lemon Grove Conflict of Interest Code. Specifically, the CONTRACTOR shall file a Statement of Economic Interests with the City Clerk of the CITY OF LEMON GROVE in a timely manner on forms which the CONTRACTOR shall obtain from the City Clerk.

# Attachment B – Exhibit 1

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

16. **MISCELLANEOUS PROVISIONS.**

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

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

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

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

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

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

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

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

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

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

K. *Construction.* The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) each party and such party's counsel and advisors have reviewed this Agreement, (v) each party has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are

# Exhibit 1

to be resolved against the drafting party shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

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

**CITY OF LEMON GROVE**

**RICK ENGINEERING COMPANY.**

*(Corporation – signatures of two corporate officers)*

*(Partnership – one signature)*

*(Sole proprietorship – one signature)*

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

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

City Manager  
*(Title)*

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

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

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

\_\_\_\_\_  
*(Name)*

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

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

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
James Lough

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

City Attorney  
*(Title)*

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

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

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

# Attachment B – Exhibit 1

Exhibit “A”



August 30, 2018

Mr. Mike James  
Public Works Director  
3232 Main Street  
Lemon Grove, California 91945

SUBJECT: PROPOSAL FOR THE CITYWIDE DRAINAGE MASTER PLAN FOR THE CITY OF LEMON GROVE, CA

Dear Mr. James:

Rick Engineering Company (RICK) is pleased to submit our proposal for Water Resources Engineering services associated with the above-referenced project. The following provides an outline for the Citywide Drainage Master Plan to perform CCTV of existing Corrugated Metal Pipe (CMP) storm drain, assess the existing drainage deficiencies, prepare recommended drainage improvements, and establish a Drainage Master Plan for the City of Lemon Grove.

#### Scope of Work

##### **A. Data Collection and Compilation**

###### Compile GIS Data

RICK will coordinate with the City of Lemon Grove to obtain the latest version of all existing digital GIS data bases available to support the development of the Drainage Master Plan. The data provided by the City should include the following:

- Current GIS Storm Drain Inventory data, including size, material, shape, flowline elevations, and plan number references.
- General Plan Land Use database for areas within the City of Lemon Grove Municipal Boundary
- Most recent LiDAR topographic data, and other available field survey or topographic data obtained for City projects or recent construction, to be incorporated into the overall surface and drainage modeling.
- Existing BMP and Detention Basin GIS Databases, including facility characteristics, flowline elevations, plan references, and maintenance information.
- Records of historic flooding concerns, or maintenance concerns within the City.
- Pertinent reports, studies, plans, or documents related to the City's drainage infrastructure that would influence the development of the Drainage Master Plan.

# Attachment B – Exhibit 1

Mr. Mike James  
August 30, 2018  
Page 2 of 14

Other Data sets that RICK will compile include:

- USGS Hydrologic Soil Data available from SSURGO
- Vegetative Cover data for open space and undeveloped areas
- General Plan Land Use databases from the City of La Mesa and the City of San Diego
- Available Topographic Data & Drainage Master Plans from the adjacent municipalities
- Assessor's Parcel Boundaries & Ownership data
- Aerial Imagery

#### Identify Critical Missing and Incorrect Data

RICK will review the data provided by the City of Lemon Grove and identify any critical missing data in the provided data sets, including size, material, shape, flowline elevations of pipes, culverts, and channels.

#### Identify Missing Infrastructure

RICK will visually identify using the 2014 (or equivalent) LiDAR imagery and Google Street View missing infrastructure, including inlets, cleanouts, storm drains, and flowlines to create a fully connected drainage network.

#### Field Verification

Based on the previously identified missing and incorrect data and infrastructure RICK will perform automated gap-filling procedures to interpolate missing elevations, size, or material as applicable based on consistency in upstream or downstream data. However, in areas where data cannot reasonably be interpolated GPS based field assessments may be required to determine needed information such as location, size, material, and invert elevations. This will be done by measuring the depth to invert of the cleanouts and applying the offset to the cleanout using the LiDAR surface as the rim elevation. The results of the field surveys will be incorporated into the Storm Drainage Infrastructure database for use in the development of the Drainage Master Plan.

#### Compile and Horizontally Correct GIS data

Once all the available GIS databases are compiled, RICK will generate the distinct composite datasets formatted for integration into a GIS Based Hydrologic and Hydraulic Model for the City of Lemon Grove. Those data sets include:

- Storm Drainage Infrastructure
- Land Use/Vegetation
- Hydrologic Soil Type

The focus of the updated inventory will be on the mainline/backbone systems, with drainage areas requiring 36-inch or larger storm drain. The most critical information for each storm drain conduit is pipe diameter and material, since flowlines can be assumed at a certain depth. A copy of these datasets will be submitted to the City of Lemon Grove for review and concurrence prior to initiation of hydrologic and Hydraulic modeling.

Mr. Mike James  
August 30, 2018  
Page 3 of 14

## B. CCTV of CMP Storm Drain

RICK will work with a sub-consultant to Closed-Circuit Televis (CCTV) Corrugated Metal Pipe (CMP) segments that are accessible within the City of Lemon Grove to help determine size, material, and condition of storm drain in the project area. Based on a cursory review of the existing GIS storm drain dataset it is assumed that there is roughly 37,000 linear feet of CMP within the City of Lemon Grove. This study will incorporate CCTV results that have been prepared previously (if available, i.e. the 2010 "City of Lemon Grove Storm Drain Assessment of Existing Corrugated Metal Pipe (CMP) Facilities" along Broadway and Sweetwater Rd.). This scope assumes 22 days of televising systems identified as CMP, based on a typical range of 800-feet to 1000-feet per day; this covers approximately 20,000 linear feet of CMP. The CCTV will be prioritized for existing alignments along major road corridors, specific areas of interest, and close proximity to existing structures.

## C. Existing Condition Hydrologic and Hydraulic Analysis

### Compile Hydrologic Data

RICK will utilize a semi-automated process to generate sub-catchment delineations for the City of Lemon Grove based on the 2014-2015-2016 LiDAR surface to existing drainage infrastructure. This process will result in delineations to existing inlets (and other collection points, as applicable, including backbone systems where localized inlet data is unavailable), as well as larger scale delineations for contributing areas outside of the City of Lemon Grove including the City of La Mesa and City of San Diego. The delineations will include longest flow path, width, and slope necessary for hydrologic calculations.

RICK will utilize GIS tools to intersect the General Plan Land Use Data, Vegetative Cover Data, and USGS Soils data, and will use automated procedures to calculate watershed specific SWMM parameters for each watershed.

RICK will review the NOAA Atlas 14 data for the study area and develop a rainfall intensity-duration relationship for the 2-year, 10-year, and 100-year 24-hour storm events. This rainfall intensity-duration relationship will be used to generate a rainfall hyetograph for incorporation into the hydrologic modeling for the City's Drainage Master Plan.

### Existing Condition Hydrologic and Hydraulic Model

RICK will import the developed watersheds, rainfall hyetographs, and GIS Storm Drainage Inventory database into the hydrologic and hydraulic modeling software PCSWMM to develop a 1-Dimensional hydrologic and hydraulic model for the City of Lemon Grove. Because there are multiple discharge locations within the City, multiple hydrologically isolated models may be developed.

### \*Optional: 2-Dimensional Surface Model

This "optional" scope item includes the additional effort that would be required to prepare dynamically coupled 1-Dimensional/2-Dimensional model. The addition of a 2-Dimensional surface mesh will allow the model to provide surface attenuation, model split flow conditions, and provide visual limits of inundation throughout the City of Lemon Grove. In recent years drainage

# Attachment B – Exhibit 1

Mr. Mike James  
August 30, 2018  
Page 4 of 14

master plans have advanced along with the software used to complete them and the addition of 2-Dimensional modeling has become feasible, especially within the County of San Diego thanks to the recently collected high resolution 2014-2017 Countywide LiDAR.

## D. Recommended Improvements

### Identify Deficiencies

RICK will review and compile the results of the 2-year, 10-year, and 100-year model results to identify the area's most frequently prone to flooding. The assessment will make the following comparisons to aid in the determination:

- Calculated discharge vs. pipe capacity,
- Pipe flow depth vs. pipe diameter, and
- Hydraulic grade line vs. ground elevation.

These comparisons will be used by RICK to identify which pipes are potentially surcharged and potentially resulting in flooding at varying storm intervals. The recommendations will be focused on backbone systems that should be 36-inches or larger. Summaries of the compiled results will be presented to the City of Lemon Grove for review and concurrence on the desired design storm for development of the recommended drainage improvements.

### Interim Solution for CMP Segments

RICK will analyze the results of the CCTV effort along with the results of the deficiencies to provide interim solutions for sliplining CMP segments as an interim solution.

### Identify Required Sizes for Deficient Facilities

RICK will provide required pipe sizes based on the desired design storm for each deficient facility. These recommended facilities will be added to the hydrologic and hydraulic model and run to determine their impacts on the neighboring facilities.

### Opinion of Probable Construction Cost

RICK will research available unit costs for project construction based on County of San Diego Bid History documents, or other readily available sources. Unit costs will be provided to the City of Lemon Grove for review and concurrence prior to initiation of the recommended project cost estimates. RICK will provide a generalized order of magnitude opinion of probable construction cost for each of the recommended facilities to aid in the prioritization of projects.

### Bundling and Prioritization of Recommended Improvements

RICK will provide prioritization scores for each recommended facility to assist in ranking the benefit of each potential improvement. This will be done using a prioritization matrix that will take into account modeling results (i.e. deficiency and surcharge) as well as relevant fields from the existing GIS data (i.e. age of facility and location of facility). To assist with potential project implementation through the City's Capital Improvement Program, the individual facilities will be "bundled" into relevant project areas. An opinion of probable construction cost for each bundled project will also be provided (for approximately ten (10) projects).

Mr. Mike James  
August 30, 2018  
Page 5 of 14

NOTE: The recommendations of the previous studies will be used as a basis for the systems along Broadway, Sweetwater Rd., and Federal Blvd.

## **E. Identify Regional Improvement Opportunities**

RICK will coordinate with City of Lemon Grove staff to identify potential locations for regional improvements including regional detention basins and regional water quality improvements. Currently planned regional projects will be incorporated into the Drainage Master Plan. RICK will also leverage GIS tools to identify additional potential opportunities for regional projects. The approach may include investigating areas of public ownership zoned for open space, park or other similar land use within sufficient proximity of storm drain infrastructure. A list of additional potential regional improvement projects will be provided to the City of Lemon Grove.

## **F. Develop Drainage Master Plan**

### Compile GIS Modeling Results

RICK will compile the GIS and modeling files developed through the Drainage Master Planning efforts into a GIS based Web-Application to be updated periodically throughout the project for the City of Lemon Grove to review milestone deliverables. A GIS geodatabase will be delivered to the City of Lemon Grove upon project completion.

### Draft Drainage Master Plan

RICK will develop a DRAFT Drainage Master Plan report document summarizing the hydrologic and hydraulic modeling methodology, results, and recommendations. The report will include exhibits documenting hydrologic data, peak discharges, and deficient systems. The report will also include exhibits specific to each identified recommended improvement project, identifying limits, sizes, discharges, and costs of each recommended project. The DRAFT report will be submitted to the City of Lemon Grove for review and comment.

### Final Drainage Master Plan

Upon receipt of the comments, RICK will generate the FINAL Drainage Master Plan report with updated exhibits, costs, and with digital copies of all developed GIS data sets, hydrologic and hydraulic modeling, and recommended facility databases. This scope of work assumes that the reports and GIS data will be delivered in a digital format, and that no hardcopies of the Drainage Master Plan report will be generated.

## **G. Meeting and Coordination**

RICK will attend the following meetings with the City of Lemon Grove staff:

- Kickoff Meeting
- Review of Missing storm drain data and surveying needs
- Review of Preliminary hydraulic modeling results & deficient systems, discuss preferred sources for Cost Estimate Unit Costs
- Review of preliminary recommendations, cost estimates, Draft CIP, and Draft Drainage Master Plan report

# Attachment B – Exhibit 1

Mr. Mike James  
August 30, 2018  
Page 6 of 14

- 1 additional meeting as needed to facilitate project development.

RICK will provide 20 hours miscellaneous coordination with City staff to obtain information or guidance during the project development.

## Deliverables

- Updated GIS storm drain inventory, and identified CMP systems for additional CCTV
- H&H Modeling Results for existing conditions (2-year, 10-year, 100-year), for City review and concurrence.
- GIS Web-Application (ongoing, updated for deliverables)
- DRAFT Drainage Master Plan Report for City review and comment.
- FINAL Drainage Master Plan Report with final GIS datasets.

## Fee

Our “Consultant” fee for the above-described work would be on a time and materials basis per our current Schedule of Hourly Rates (enclosed), not to exceed \$249,800.00 without your prior authorization.

A. Data Collection and Compilation.....	\$ 36,210.00
B. CCTV of CMP Storm Drain.....	\$ 61,440.00
C. Existing Condition H&H Analysis.....	\$ 60,410.00
D. Recommended Improvements.....	\$ 48,470.00
E. Identify Regional Improvement Opportunities .....	\$ 3,030.00
F. Develop Drainage Master Plan.....	\$ 33,670.00
G. Meetings and Coordination .....	\$ 5,100.00
❖ Reimbursable Expenses.....	\$ 1,000.00
	<b>Total: \$249,330.00</b>
❖ Optional Task – 2-Dimensional Surface Model.....	\$ 45,145.00

## General Assumptions and Exclusions

Not included in the above scope of work or fee are the following:

- 2-Dimensional surface modeling (unless the option is selected by the City)
- Hydrologic modeling of land uses other than the General Plan land use.
- Water Quality modeling for pollutant removal
- Continuous Simulation modeling for assessing hydromodification management and storage.
- Inlet capacity calculations/limitations
- Civil engineering plans / construction drawings
- Topographic Mapping/Photogrammetry
- Structural engineering of any kind.

Mr. Mike James  
August 30, 2018  
Page 7 of 14

- Traffic engineering.
- Soils/geotechnical engineering.
- Environmental work of any kind.
- Dry utility design and/or coordination of any kind.
- Construction survey/Boundary survey
- Record of survey documents, plats, legals or easement documents.
- Any other services performed at the direction of Client, which are not defined in the above listed services, shall be in addition to those set forth in this agreement.

Any printing, title company fees, soils reports, blueprinting and miscellaneous expenses are extra and not a part of this agreement. Also not included are any items not specifically referred to above.

Fees and expenses will be billed monthly as the work progresses and the net amount shall be due upon receipt of the invoice. The enclosed Standard Provisions of Agreement are incorporated herein and made a part of this agreement.

If notice is delayed for any reason beyond thirty (30) days, it is understood by the parties that the terms and conditions contained herein are subject to revision.

If you would like us to proceed on this work as outlined above, we ask that you please sign and return this agreement as our written authorization. Upon signature by Client, this proposal and the attached terms become the agreement for services and the notice to proceed.

If you have any questions regarding this agreement, please contact me at (619) 291-0707. Thank you for requesting Rick Engineering Company to provide these services.

Sincerely,

RICK ENGINEERING COMPANY



Brendan Hastie, PE, LEED AP  
R.C.E. #65809, Exp. 9/19  
Associate Principal

BH:AT:vs:files/proposal/James.002

Enclosures

APPROVED:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# Attachment B – Exhibit 1



## Hourly Rates – California Offices February 24, 2018 – August 31, 2018

Page 8 of 14

Principal Consultant (Special Projects).....	\$ 275.00	Principal Water Resources Designer.....	\$140.00
Principal.....	245.00	Associate Water Resources Designer.....	130.00
Associate Principal.....	230.00	Assistant Water Resources Designer.....	115.00
Associate/Manager.....	215.00		
Expert Witness.....	400.00	GIS Manager.....	\$185.00
Court Appearance per half day or part.....	1,600.00	Principal GIS Project Manager.....	170.00
		Associate GIS Project Manager.....	155.00
Principal Project Engineer/Manager.....	190.00	Assistant GIS Project Manager.....	135.00
Associate Project Engineer/Manager.....	175.00	Principal GIS Analyst.....	125.00
Assistant Project Engineer/Manager.....	160.00	Associate GIS Analyst.....	115.00
Principal Engineering Designer.....	140.00	Assistant GIS Analyst.....	105.00
Associate Engineering Designer.....	130.00	Principal Graphics Designer.....	115.00
Assistant Engineering Designer.....	115.00	Associate Graphics Designer.....	110.00
Principal Engineering Drafter.....	110.00	Assistant Graphics Designer.....	95.00
Associate Engineering Drafter.....	100.00	CAD Manager.....	175.00
Assistant Engineering Drafter.....	90.00		
		Field Supervisor.....	\$190.00
Principal Construction Engineer/Manager.....	\$190.00	One-person Survey Party.....	140.00
Associate Construction Engineer/Manager.....	175.00	One-person Survey Party with Robotics.....	190.00
Assistant Construction Engineer/Manager.....	160.00	Two-person Survey Party.....	220.00
Principal Construction Technician.....	140.00	Three-person Survey Party.....	285.00
Associate Construction Technician.....	130.00		
Assistant Construction Technician.....	115.00	3D Laser Scanning Crew (One-Person).....	\$220.00
		3D Laser Scanning Crew (Two Person).....	260.00
Senior Transportation/Traffic Engineer.....	\$200.00		
Principal Transportation/Traffic Engineer.....	190.00	Principal 3D Laser Scanning Project Manager.....	\$180.00
Associate Transportation/Traffic Engineer.....	175.00	Associate 3D Laser Scanning Project Manager.....	165.00
Assistant Transportation/Traffic Engineer.....	160.00	Assistant 3D Laser Scanning Project Manager.....	150.00
Principal Transportation/Traffic Designer.....	140.00	Principal 3D Laser Scanning Specialist.....	130.00
Associate Transportation/Traffic Designer.....	130.00	Associate 3D Laser Scanning Specialist.....	120.00
Assistant Transportation/Traffic Designer.....	115.00	Assistant 3D Laser Scanning Specialist.....	110.00
		Principal 3D Laser Scanning Technician.....	110.00
Principal Community Planner.....	\$210.00	Associate 3D Laser Scanning Technician.....	95.00
Principal Project Planner/Manager.....	190.00	Assistant 3D Laser Scanning Technician.....	85.00
Associate Project Planner/Manager.....	175.00		
Senior Planner.....	165.00	Photogrammetry Supervisor.....	\$180.00
Associate Planner.....	130.00	Principal Photogrammetrist.....	125.00
Assistant Planner.....	110.00	Associate Photogrammetrist.....	110.00
Planning Technician.....	85.00	Assistant Photogrammetrist.....	100.00
Principal Landscape Architect.....	\$210.00	Computing & Mapping Director.....	\$190.00
Principal Project Landscape Architect/Manager.....	180.00	Principal Survey Analyst.....	175.00
Associate Project Landscape Architect/Manager.....	155.00	Associate Survey Analyst.....	135.00
Assistant Project Landscape Architect/Manager.....	120.00	Assistant Survey Analyst.....	115.00
Principal Landscape/Urban Designer.....	110.00		
Associate Landscape/Urban Designer.....	105.00	Associate Project Administrator.....	\$75.00
Assistant Landscape/Urban Designer.....	95.00	Assistant Project Administrator.....	65.00
		Administrative Assistant.....	70.00
Principal Environmental Project Manager.....	\$175.00		
Associate Environmental Project Manager.....	155.00		
Assistant Environmental Project Manager.....	135.00		
Principal Environmental Specialist.....	120.00		
Associate Environmental Specialist.....	115.00		
Assistant Environmental Specialist.....	110.00		
Environmental Technician.....	90.00		

Rates subject to change for prevailing wage contracts.  
When authorized, overtime shall be charged at the listed rates times 1.3.  
Unless otherwise agreed upon, we shall charge for printing, reproduction, deliveries, transportation, and other expenses.  
A ten (10) percent fee for administration, coordination and handling will be added to all subcontracted services.

RICK ENGINEERING COMPANY

Page 9 of 14

Standard Provisions of Agreement: California

The Client and Consultant agree that the following provisions shall be a part of their Agreement:

- 1. This Agreement shall be binding upon the heirs, partners, successors, executors, administrators and assigns of the Client and Consultant.
- 2. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, rise in the cost of living, or increase in any applicable prevailing wage during the lifetime of this Agreement, such increase shall be applied to all remaining compensation. For services provided on a time and materials or hourly rate basis, increases in the applicable rates will be reflected in the billing statement or invoice for the month following the increase.
- 3. Should litigation at law or equity arising out of this Agreement, including but not limited to an action for declaratory relief, be brought to enforce or interpret any term or provision of this Agreement, or to collect any portion of the amount payable under this Agreement or litigation commenced either directly or by way of a cross-complaint whether arising out of contract or tort, including a cross-complaint for indemnity, for failure or alleged failure to perform or for errors, omissions, or negligence, the prevailing party shall be entitled, in addition to any other award, to all litigation and collection expenses, any and all costs of defense, including attorney's fees, expert witness fees, witness fees and court costs and any and all other expenses incurred.
- 4. Neither the Client nor Consultant shall assign his interest in this Agreement without the written consent of the other.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of services by Consultant to the project. Any agreements, promises, negotiations or representations not expressly set forth herein, are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.
- 6. Conditions or representations, alterations, detractions from or to the terms hereof, including delineations hereon, shall not be valid unless they are in writing and signed by both Client and Consultant.

REC 12/07

- 7. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of delays in performance by reason of strikes, lockouts, accidents, acts of God and other delays unavoidable or beyond Consultant's reasonable control, or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, delays in approval by governmental agencies or other consultants performing services on behalf of Client or due to late, slow or faulty performance by Client, other contractors or governmental agencies.
- 8. In the event litigation, arbitration or some other form of dispute resolution is instituted under the terms and conditions of this Agreement, it shall be brought and tried or heard in the appropriate court, or the arbitration or other dispute resolution proceeding shall take place, in the state and county in which the project is located and the parties waive the right to have brought, tried in, or removed to any other county or judicial jurisdiction. Any such proceeding shall be commenced within two (2) years of discovery or the time when the claimant knew or should have known of the of it's right to make a claim, but in no event later than four (4) years from substantial completion of services under this Agreement.
- 9. Client acknowledges that Consultant is not responsible for the performance of work by third parties, including, but not limited to, the construction contractor(s), subcontractors, governmental agencies, construction managers, architects or other consultants.
- 10. Consultant shall only act as an advisor in all governmental relations. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals and building permits.
- 11. Consultant makes no warranty, either express or implied, as to the findings, recommendations, plans, specifications, or professional advice. Consultant shall perform in accordance with generally accepted engineering and/or surveying practices or standards in effect at the time of performance in the locale where the services are rendered.
- 12. Consultant makes no representation, guarantee,

# Attachment B – Exhibit 1

RICK ENGINEERING COMPANY

Page 10 of 14

Standard Provisions of Agreement: California

warranty, express or implied concerning estimated cost figures made in connection with maps, plans, specifications or drawings, other than that all such figures are estimates only. Consultant shall not be responsible for fluctuations in cost factors.

13. Consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not to be considered precise unless Consultant specifically agrees to provide the precise determination of such areas.

14. Client and Consultant agree to cooperate in any and every way or manner on project.

15. Consultant makes no representation, either express or implied, concerning soils or geological surveys or subsurface soil tests or general soils testing and reporting.

16. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this Agreement.

17. The terms and provisions of this Agreement shall not be construed to alter, waive, or affect any lien or stop notice rights which the Consultant may have for the performance of services under this Agreement.

18. One or more waivers of any term, condition or covenant by a party shall not be construed as a waiver of subsequent breach of the same or any other term, condition or covenant.

19. In the event Client fails to pay Consultant promptly or within sixty (60) days after invoices are rendered, then Client agrees that Consultant shall have the right to consider said default a total breach of this Agreement and, upon written notice, the duties, obligations and responsibilities of the Consultant under this Agreement are terminated. In such event, Client shall then promptly pay the Consultant for all the fees, charges, and services performed to date by Consultant.

20. In the event any term, condition, covenant or provision of this Agreement shall be held to be invalid, void or unenforceable, the remaining terms, conditions, covenants and provisions of this Agreement shall be valid and binding on the parties hereto.

REC 12/07

21. The Client agrees it will require that the Contractor hold harmless, indemnify and defend the Client, the Architect, the Consultant and its sub-consultants, and each of their officers, directors, principals, employees and agents, from any and all liability claims, losses or damages arising or alleged to arise from the performance of the work described herein, but not including the negligence or willful misconduct of the Client, the Architect or the Consultant or their respective sub-consultants, officers directors, principals, employees and agents.

22. The Client shall indemnify and hold Consultant harmless with regard to all liability or claims of any kind, including all investigation and defense costs, connected directly or indirectly with this project, which liabilities or claims do not result from the negligence or willful misconduct of the Consultant.

23. Consultant has a right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services performed.

24. In the event work prepared or partially prepared by the Consultant be suspended, abandoned, or terminated, the Client shall pay the Consultant for all work, fees, deposits, charges and services provided, not to exceed any maximum amount specified herein. Client acknowledges if project work is suspended and restarts, there may be additional charges due to suspension which shall be paid by Client as extra work.

25. Client agrees that if Client requests services not specified pursuant to the scope of services described within this Agreement, Client agrees to pay all such additional services as extra work if authorized in writing.

26. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this Agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed fifteen (15) days after its filing. Any suspension of services made pursuant to the provisions of this Paragraph shall continue until such time as this Agreement has been fully and properly assumed or adequate assurance provided in accordance with

## RICK ENGINEERING COMPANY

Page 11 of 14

Standard Provisions of Agreement: California

the applicable provisions of the United States Bankruptcy Court and in compliance with the final order or judgments issued by the Bankruptcy Court.

27. If payment for Consultant's services is to be made on behalf of Client by a third party, Client agrees that Consultant shall not be required to indemnify the third party, in the form of an endorsement or otherwise, as a condition of receiving payment for services.

28. Client agrees to purchase and maintain, during the course of construction, builder's liability special peril or other similar insurance which will name Consultant as an additional insured. Client also agrees to require the contractor or contractors to purchase and maintain liability insurance, including broad form general liability coverage, comprehensive bodily injury, broad form property damage, independent contractors insurance, completed operations and contractual liability coverage, and the exclusions for explosion, collapse or underground coverage shall be deleted; automobile including bodily injury, property damage, owned, non-owned and hired vehicles; and worker's compensation insurance including employers liability coverage, all of which shall name the Client and Consultant as additional insureds. Certificates of such insurance shall be provided to Consultant and the certificate(s) shall include provisions that the above policies are primary and non-contributory with Consultant's insurance and that coverage will not be canceled unless at least thirty days prior written notice has been given to Consultant.

29. In the event that the plans, specifications, and/or field work covered by this Agreement are those required by various governmental agencies and one or more such governmental agency changes its policies, ordinances, procedures or requirements after the date of this Agreement, any additional office or field work required, shall be paid by Client as extra work.

30. Services provided within the Agreement are for the exclusive use of the Client. Nothing contained in this Agreement shall be construed to be for the benefit of any person not a party to this Agreement and no third party beneficiary rights are created.

31. All original papers, drawings, notes, documents and other work product of Consultant, and copies thereof, produced as a result of the Agreement represent professional services, shall remain the property of the Consultant, and Consultant shall retain all copyright and other

ownership interests. Client shall have a nonexclusive license to use Consultant's work product and any items in which Consultant maintains ownership and/or copyright interest so long as all fees to be paid under this Agreement have been paid. Any nonexclusive license Client obtains under this Agreement terminates upon the termination of this Agreement. Consultant's work product may be used by Consultant without consent of the Client.

32. In the event that any changes are made in the plans and/or specifications by the Client or persons other than the Consultant, and such changes are not consented to in writing by Consultant, Client acknowledges that the changes and their effects are not the responsibility of Consultant and Client agrees to release Consultant from all liability arising from the use of such changes and agrees to defend, indemnify and hold Consultant, its officers, directors, principals, agents and employees harmless from and against all claims, demands, damages or costs arising from the changes.

33. Client agrees not to use or permit any other person to use plans, drawings or other work product prepared by Consultant, which plans, drawings or other work product are not signed and stamped or sealed by Consultant and/or are not final. Client agrees to be liable and responsible for any use of non-final plans, drawings or work product or plans, drawings or work product not signed, and stamped or sealed by Consultant and waives liability against Consultant for their use. Client further agrees that final plans, drawings and other work products are for the exclusive use of Client and may be used by Client only for the project described in this Agreement.

34. In the event that any staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of re-staking shall be paid for by the Client as extra work. If the scope of services provided for pursuant to this Agreement does not include construction staking by Consultant, Client acknowledges that changes, clarifications, adjustments and modifications may be necessary because of changed field or other conditions. Client will indemnify and defend Consultant for construction staking by others and from claims arising from changes, clarifications, adjustments and modifications which may be necessary to reflect changed field or other conditions, except claims caused by the negligence or willful misconduct of Consultant.

35. Questions concerning location or changes in construction stakes or questions concerning information on

REC 12/07

# Attachment B – Exhibit 1

RICK ENGINEERING COMPANY

Page 12 of 14

Standard Provisions of Agreement: California

plans and specifications must be called to the attention of the Consultant upon discovery and before corrective remedy.

36. The Consultant shall be notified 24 hours in advance, so that he may check forms, for grade and alignment only, prior to the pouring of concrete for cast-in-place concrete structures, thrust blocks, electrical boxes, bridge abutments or piers, or any similar structures staked by Consultant. Consultant can assure compliance to proper grade and alignment only when it has been advised to check in advance.

37.(a) If the scope of services to be provided by Consultant pursuant to the terms of this Agreement include the preparation of engineering drawings but exclude construction staking services, Client acknowledges that such services normally include coordinating civil engineering services and the preparation of as-built drawings pursuant to Uniform Building Code Chapter 70 and/or other statutes, ordinances or laws, and Client will be required to retain such services from another consultant or pay Consultant pursuant to this Agreement for such services as extra work.

(b) If the scope of services to be provided by Consultant pursuant to the terms of the Agreement, include construction staking services, but exclude the preparation of the engineering drawings to be used for construction and construction staking, Client acknowledges the coordination of civil engineering services and the preparation of as-built drawings as required by statute, ordinance or law may require the retention by Client of another consultant or the original consultant responsible for the design, or pay Consultant pursuant to this Agreement for such services as extra work. Client acknowledges that if Consultant is retained to prepare as-built drawings of plans prepared by others, Client will indemnify, defend and hold Consultant harmless from any and all liability in connection with the plans and specifications prepared by others, and the performance of work by Consultant on this project as set forth in Paragraph 44.

38. In the event Client discovers or becomes aware of apparent errors or omissions, field conditions or discrepancies during the construction phase of the project, which apparent errors or omissions, field conditions or discrepancies are resolvable by Consultant, Client agrees to notify Consultant and engage Consultant to resolve the problem before construction activities commence or further construction activity proceeds. Further, Client agrees to

REC 12/07

have a provision in its construction contracts for the project which require the contractor to notify Client of any such apparent errors or omissions, field conditions or discrepancies so that Client may, in turn, notify Consultant pursuant to the provisions of this Paragraph.

39. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and other fees and deposits, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement.

40. All fees and other charges will be billed monthly as the work progresses and the net amount shall be due at the time of billing.

41. A late payment CHARGE will be computed by the Consultant at the periodic rate of 1.5% per month, not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the original billing.

42. Client agrees that the balance as stated on the billings from Consultant to Client are correct, conclusive and binding on the Client unless Client within forty-five (45) days from the date of receipt of such billing, notifies Consultant in writing of the particular items that are alleged to be incorrect.

43. In consideration of the Consultant's fee for services, the Client agrees that the Consultant will perform no onsite construction review, construction management, supervision of construction of engineering structures or other construction supervision for this project unless specifically contracted for; that such services will be provided by others; and that the Client shall defend, indemnify and hold the Consultant, its officers, directors, principals, agents and employees harmless from any and all liability, real or alleged, arising or resulting from the performance of construction review, construction management, supervision of construction of engineering structures or supervision by others. Further, Client acknowledges that Consultant will be unable to correct errors or omissions in the plans which customarily become apparent and resolvable during the course of construction review.

44. Client agrees that, in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility

RICK ENGINEERING COMPANY

Page 13 of 14

Standard Provisions of Agreement: California

for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours. The Client further agrees to defend, indemnify and hold the Consultant harmless from any and all liability in connection with the performance of work on this project, excepting liability arising from the negligence or willful misconduct of the Consultant.

45. Client agrees to limit the liability of Consultant, its principals and employees to the Client, all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the Consultant, breach of contract or any other cause of action however pled to the sum of \$50,000 or the Consultant's fee, whichever is greater; except that if the contract amount, including any addenda or other contracts pertaining to or covering services related to the project, exceeds \$150,000, the liability of Consultant shall not exceed \$150,000. Client further agrees to notify any contractor and subcontractor who may perform work in connection with any design, report or study prepared by Consultant of such limitation of liability, and to require as a condition precedent to their performing their work, a like indemnity of liability on their part as against the Consultant.

46. The Client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the Consultant, its principals, employees and agents if such claim, in any way, would involve the Consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous materials (as defined by state, federal and/or local laws or ordinances). Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos, asbestos cement pipe, and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the Consultant pursuant to this Agreement except claims caused by the negligence or willful misconduct of the Consultant.

47. Client acknowledges that Consultant's scope of services for this project do not include any services related, in any way, to asbestos and/or hazardous waste. Should Consultant or any other party encounter such materials on the job site, or should it in any way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect

REC 12/07

Consultant's services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

48. Digital data files shall be provided to Client only if such delivery has been specified in the scope of services set forth in this Agreement. If the scope of services does not specify that digital data files shall be delivered, all costs associated with delivery of digital data files shall be paid by Client. Client agrees that all digital data files delivered by Consultant are to be used exclusively to fulfill the scope of this Agreement. Client agrees to hold Consultant harmless for any use by client of this data outside or beyond the scope of this Agreement.

49. Consultant makes the following representations as to the compatibility of digital data files:

(a) All data files are to be used with compatible hardware and software versions as used by Consultant at the time file copies were created.

(b) Consultant makes no representation as to the compatibility of any data files other than for the hardware and software versions used by Consultant to create the data files.

(c) Client agrees to hold Consultant harmless for any use of data files on any hardware or software versions other than those which were used by Consultant to create them.

(d) If Client requires or requests any special or specific file structure, format or software that is different from those used by Consultant at the time Consultant is performing the services set forth in this Agreement, unless otherwise specified in this Agreement, all costs associated with creating the file structure or format, and/or acquiring necessary software and/or hardware, shall be the responsibility of Client.

50. After the time final data files have been delivered per terms of this Agreement, Consultant will not be held responsible for maintaining copies of any digital data related to this Agreement.

51. Client agrees that if formats for deliverables of digital files are not specified in this Agreement, they will be delivered using the standards and versions of Consultant at the time of creation.

# Attachment B – Exhibit 1

RICK ENGINEERING COMPANY

Page 14 of 14

Standard Provisions of Agreement: California

52. Client agrees not to use any digital files (drawing or data file), in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. Client waives any and all claims against Consultant resulting in any way from any changes not authorized and/or authored by Consultant and/or reuse of the drawings or data for any other project without the express written consent by Consultant. The transfer of drawings or data in electronic media or format shall not be deemed a sale, and Consultant makes no warranties, either express or implied, of merchantability or fitness for a particular purpose.

53. Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the Client agrees that it will accept responsibility for the completeness, correctness, or readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, client will indemnify and save harmless the Consultant for any and all claims, losses, costs, damages, awards or judgments arising from use of the electronic media files or output generated from them. The Consultant agrees that it is responsible for the accuracy of the sealed drawings that accompany the submittal, and that such accuracy is defined as the care and skill ordinarily used by members of the Consultant's profession practicing under similar conditions at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Consultant's services.

54. Prior to the commencement of any legal action, in an effort to resolve any conflicts that arise during the design or construction of the project which is the subject of this Agreement, or following completion of the project, Client and Consultant agree that all disputes between them arising out of or relating to this Agreement, the services performed pursuant to this Agreement, or relating in any way to the project, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Each party shall be represented at the mediation by a person or persons with the authority to bind the party to any agreement, obligation or resolution resulting from the mediation. Each of the parties agrees to include a similar mediation provision in all agreements with any other contractors and consultants retained for the project and to require such contractors and consultants to include a similar provision in all agreements with subcontractors, subconsultants, suppliers or

REC 12/07

fabricators, thereby providing mediation as the primary method for dispute resolution between the parties to those agreements.

55. All representations and indemnities made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in the Agreement, shall survive completion, acceptance and/or termination of this Agreement.

56. The paragraph numbers and headings are not part of the contract documents and may not be used for any interpretation or meaning of the contract documents. These headings are supplied solely for convenience in locating provisions within the contract documents.

57. Neither party shall assign its rights under this Agreement or any Project Task Order without the written consent of the other party. Any attempt at assignment without the authorization of the other party shall not relieve the other party of any obligations under this Agreement or the Project Task Orders.

58. No provision contained within this Agreement or any of the Project Task Orders creates or gives to third parties any claim or right of action against either of the parties.

59. This Agreement and the Project Task Orders will be construed as a whole in accordance with the fair meaning of the words and documents without regard to California Civil Code 1654 or any other similar statutes.



**CITY OF LEMON GROVE - CITYWIDE DRAINAGE MASTER PLAN  
FEE SCHEDULE BACKUP  
(WITH ESTIMATED HOURS)**

RICK ENGINEERING COMPANY JOB NUMBER:  
CITY OF LEMON GROVE CONTACT: Mr. Mike James

RICK ENGINEERING COMPANY CONTACT: Brandon Haskie / Andrew Thies

TASK DESCRIPTION	LABOR COSTS										TOTAL HOURS	COST	
	Principal	Associate Principal	Associate (PM)	Project Engineer	Design Engr.	GIS (PM)	GIS Analyst Principal	Field Supervisor	Survey	State-Consultant			
(Fully Burdened Rate)	\$ 245.00	\$ 230.00	\$ 215.00	\$ 175.00	\$ 130.00	\$ 170.00	\$ 125.00	\$ 180.00	\$ 320.00				
<b>A. Data Collection and Compilation</b>													
GIS/WR/	1			4	16	2	16					39	\$ 5,350
GIS/WR/	1			4	64	2	16					87	\$ 11,590
WR/WR/	2			4	32							38	\$ 5,320
GIS/WR/	4			8	40		4					56	\$ 8,020
GIS/WR/	1			4	32	2	4					43	\$ 5,930
Sub-Total	0	9	0	24	184	6	40	0	0	0	0	263	\$ 36,210
<b>B. CCTV of CMP Storm Drain</b>													
GIS/WR/													\$ 50,000
GIS/WR/	2			12	40	4	24					82	\$ 11,440
Sub-Total	0	2	0	12	40	4	24	0	0	0	0	82	\$ 61,440
<b>C. Existing Condition H&amp;H Analysis</b>													
GIS/WR/	2			20	64		24					110	\$ 15,280
GIS/WR/	16			62	220		16					314	\$ 45,130
GIS/WR/												0	\$ -
Sub-Total	0	18	0	82	284	0	40	0	0	0	0	424	\$ 60,410

# Attachment B – Exhibit 1

<b>D. Recommended Improvements</b>												
W/R/												
GIS	Identify Deficiencies											
WR/	Instream Solution for CMP Segments	4										
WR/	Identify Required Sites for Deficient Facilities & Proposed Condition H&H Model	2										
GIS	Option of Probable Construction Cost	8										
WR/	Burdening & Prioritization of Recommended Improvements	4										
GIS		4										
Sub-Total		0	22	0	58	202	0	56	0	0	0	\$ 48,470
<b>E. Identify Regional Improvement Opportunities</b>												
WR	Identify Regional Improvement Opportunities											
WR		2										
Sub-Total		0	2	0	8	9	0	0	0	0	0	\$ 3,030
<b>F. Develop Drainage Master Plan</b>												
WR/	Compile GIS Modeling Results											
WR/	Draft Report	4										
GIS		8										
WR/	Final Report	4										
GIS												
Sub-Total		0	16	0	46	88	0	84	0	0	0	\$ 33,670
<b>G. Meetings and Coordination</b>												
WR	Meetings and Meeting Preparation - Five (5) Meetings											
WR		0	10									
Sub-Total		0	10	0	16	0	0	0	0	0	0	\$ 5,100
<b>Sub-Total RICK:</b>												\$ 198,330
<b>Sub-Total Sub-Consultants:</b>												\$ 40,000
Reimbursable												\$ 1,000
<b>Total:</b>												\$ 249,330

<b>Optional Task</b>												
WR/	Optional Task 2-Dimensional Surface Model											
GIS		9										
Sub-Total		0	9	0	45	240	0	32	0	0	0	\$ 45,145
<b>Total:</b>												\$ 445,145

**LEMON GROVE [CITY COUNCIL]  
AGENDA ITEM SUMMARY**

**Item No.** 1.F  
**Mtg. Date** November 6, 2018  
**Dept.** Public Works

**Item Title:** [Amendment to the Professional Services Agreement with Horton, Oberrecht, Kirkpatrick and Martha]

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

**Recommendation:**

[That the City Council adopts a resolution (**Attachment A**) approving an amendment to the professional services agreement with Horton, Oberrecht, Kirkpatrick and Martha. ]

**Item Summary:**

[On April 25, 2018, the City of Lemon Grove and Horton, Oberrecht, Kirkpatrick and Martha entered into a professional services agreement, not to exceed \$30,000, to perform an independent investigation and legal defense regarding a tort liability claim filed against the City. Since that time, additional work was required to respond to the litigation process. In order to complete the investigation and continue with the defense of the City, it is anticipated that an additional \$36,000 is needed.

Staff recommends that the City Council adopts a resolution (**Attachment A**) approving the amendment to the professional services agreement with Horton, Oberrecht, Kirkpatrick and Martha increasing the compensation and payment estimate from \$30,000 to \$66,000. ]

**Fiscal Impact:**

[The amendment will increase the total agreement cost from \$30,000 to \$66,000. This is funded from Fund 29 – Self-Insured Liability Reserves. ]

**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. [2018 -3616]

### RESOLUTION OF THE [CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA] [APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HORTON, OBERRECHT, KIRKPATRICK AND MARTHA]

---

**WHEREAS**, on April 25, 2018, the City of Lemon Grove and Horton, Oberrecht, Kirkpatrick and Martha entered into a professional services agreement to perform an independent investigation and legal defense regarding a tort liability claim filed against the City; and

**WHEREAS**, the agreement was established with a not-to-exceed amount of \$30,000; and

**WHEREAS**, since the agreements inception, additional work was required to perform the existing scope of services that included an independent investigation and preparation of the City's legal defense against the tort liability claim; and

**WHEREAS**, the additional work is estimated to equal an additional \$36,000 which will increase the total not-to-exceed agreement amount to \$66,000; and

**WHEREAS**, the City Council finds this increase necessary to complete the original scope of work established in the professional services agreement. ]

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

1. Approves an amendment (*Exhibit 1*) to the professional services agreement with Horton, Oberrecht, Kirkpatrick and Martha; and
2. Authorizes the City Manager or her designee to execute and manage said amendment. ]

/////  
/////





CITY OF LEMON GROVE  
Public Works Department

*"Best Climate On Earth"*

November 6, 2018

Kimberly Oberrecht  
Horton, Oberrecht, Kirkpatrick & Martha  
225 Broadway, Suite 2200  
San Diego, CA 92101

Subject: Professional Services Agreement – Amendment No. 1

Dear Ms. Oberrecht,

This memorandum was created to formally amend the professional services agreement that your firm has with the City of Lemon Grove effective April 25, 2018. Specifically, there is one section of the agreement that the City wishes to amend:

- Section 4 Compensation and Payment: The total cost for all work shall not exceed sixty-six thousand dollars and zero cents (\$66,000) without prior written authorization from the City Council.

All other terms and conditions identified in the original agreement shall remain in place. If you have any questions about this letter please call me at (619) 825 – 3810.

Sincerely,

Mike James  
Assistant City Manager / Public Works Director

**Authorized by:**

**Approved by:**

\_\_\_\_\_  
Lydia Romero  
City of Lemon Grove

\_\_\_\_\_  
Kimberly Oberrecht  
Horton, Oberrecht, Kirkpatrick & Martha

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LEMON GROVE [CITY COUNCIL]  
AGENDA ITEM SUMMARY**

**Item No.** 1.G.  
**Mtg. Date** November 6, 2018  
**Dept.** City Manager's Office

**Item Title:** [Resolution to Declare a Shelter Crisis]

**Staff Contact:** [Lydia Romero, City Manager]

**Recommendation:**

[Council Consideration of Resolution to Declare a Shelter Crisis (**Attachment B**)]

**Item Summary:**

[Staff recommends the City Council adopt the Resolution to declare a shelter crisis to allow Lemon Grove to apply for state grant funds for homeless programs. The three other east county cities will be passing similar resolutions which will allow all the east county cities to jointly apply for grant funds.

The staff report (**Attachment A**) provides background on the issue.]

**Fiscal Impact:**

[There is no fiscal effect as a result of this item.]

**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 500 ft. |
| <input type="checkbox"/> Notice published in local newspaper | <input type="checkbox"/> Neighborhood meeting |   |

**Attachments:**

- A. Staff Report
- B. [Resolution 2018-3617 ]

[



# Attachment A

## LEMON GROVE [CITY COUNCIL] STAFF REPORT

Item No. 1.G

Mtg. Date November 6, 2018

Item Title: **Resolution to Declare a Shelter Crisis**

Staff Contact: [Lydia Romero, City Manager]

### Background and Discussion:

[As part of the FY 2018-19 State Budget, funds were allocated to help local government address the growing numbers of individuals experiencing homelessness. This funding source is known as the Homeless Emergency Aid Program (HEAP). The funding is flexible allowing communities to develop programs that meet local needs, The State allocated \$18.8 million to the San Diego Region Continuum of Care (the Regional Taskforce on Homeless,) to distribute to cities within the County, County of San Diego and other entities in San Diego County.

To apply for these funds from the Continuum of Care, the State requires a shelter crisis declaration from the applying city. Additionally, homeless service providers wishing to be considered eligible for funds must have a shelter crisis declared in the jurisdiction in which they provide services. The County of San Diego adopted its resolution on September 11, 2018.

City staff has met with staff from the other three east county cities, where each jurisdiction has agreed to present the resolution to declare a shelter crisis to their City Councils. Staff of the four east county cities, along with County representatives, have discussed the goal of having a singular funded program to ensure coordination among jurisdictions.

The attached resolution acknowledges the State's requirement to adopt the resolution in order to be eligible for funding, identify the number of unsheltered homeless in Lemon Grove, from the last point in time count, and declares that there is a lack of shelter for those that are homeless. The resolution also authorizes the City's participation in seeking Homeless Emergency Aid Program Funding.

]

### Conclusion:

[Staff recommends that the City Council adopt the resolution (**Attachment B**) to declare a shelter crisis in Lemon Grove.]



**RESOLUTION NO. 2018-3617**

**RESOLUTION OF THE COUNCIL OF THE CITY OF LEMON GROVE DECLARING A SHELTER CRISIS PURSUANT TO SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE SECTION 8698.2)**

**WHEREAS**, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

**WHEREAS**, The Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program as part of SB 850 and the 2018-19 Budget Act (Chapter 48, Statutes 2018); and

**WHEREAS**, The Governor and Legislature require jurisdictions seeking an allocation through the Homeless Emergency Aid Program to declare a Shelter Crisis pursuant to Government Code Section 8698.2; and

**WHEREAS**, Cities are also required by SB 850 to pass a resolution declaring a shelter crisis if any community-based organization provides homeless services in the community, whether the community-based organization is headquartered in the city or in another location; and

**WHEREAS**, The City of Lemon Grove finds that the number of people experiences homelessness in the City of Lemon Grove is significant, and are without the ability to obtain shelter; and

**WHEREAS**, The City of Lemon Grove finds that the health and safety of unsheltered persons in the region is challenged by a lack of shelter facilities; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lemon Grove, California, that a shelter crisis pursuant to Government Code Section 8698.2 exists in the City of Lemon Grove and in the San Diego County region as evidenced by the 2017 "point-in-time" count of 36 homeless individuals in Lemon Grove living without shelter.

**FUTHER BE IT RESOLVED**, that the Lemon Grove City Council finds that the health and safety of unsheltered individuals in the region and the City is challenged by the lack of shelter facilities and therefore authorizes the City of Lemon Grove's participation or the participation of community-based organizations providing homeless services in the Homeless Emergency Aid Program in the City and in the San Diego region.

**BE IT FUTHER BE IT RESOLVED**, that the City Manager or such person designated by the City Manager, is hereby authorized to apply for such aid and assistance and execute such grant agreements with the State of California, for the City in combination with other cities in the region or in combination with participating community-based organizations in the City or he region or both in order to obtain financial assistance to address the shelter crisis in a timely manner.

**PASSED AND ADOPTED** at a Regular meeting of the City Council of the City of Lemon Grove, California, held the 6<sup>th</sup> day of November 2018, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Raquel Vasquez, Mayor

Attest:

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Shelley Chapel, MMC, City Clerk

Approved as to Form:

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City Attorney