

City of Lemon Grove
City Council Regular Meeting Agenda

Tuesday, April 5, 2016, 6:00 p.m.
Lemon Grove Community Center
3146 School Lane, Lemon Grove, CA

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

Call to Order

Pledge of Allegiance

Changes to the Agenda

Public Comment

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

1. Consent Calendar

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

A. Approval of Meeting Minutes

March 8, 2016 – Special Meeting

Members present: Sessom, Gastil, Jones, Mendoza, and Vasquez

March 1, 2016 – Regular Meeting

Members present: Sessom, Gastil, Jones, Mendoza, and Vasquez

B. City of Lemon Grove Payment Demands

Reference: Gilbert Rojas, Interim Finance Director

Recommendation: Ratify Demands

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

Reference: Jim P. Lough, City Attorney

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

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

The City Council will consider the San Diego Regional Water Quality Control Board's final order entitled, "Investigative Order No. R9-2015-0058, that requires the preparation of a Phase 1 Work Plan to evaluate the extent of impairment related to contaminated sediments in the Mouth of Chollas Creek.

Reference: Malik Tamimi, Management Analyst,
Recommendation: Adopt Resolution

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

The City Council will consider Chollas Creek Watershed Total Maximum Daily Load (TMDL) requirement to show compliance as a cost sharing partner with other governmental agencies named in the Chollas Creek.

Reference: Malik Tamimi, Management Analyst

Recommendation: Adopt Resolution

- F. Workers Compensation Insurance Coverage for Volunteers

The City Council will consider a resolution ratifying workers compensation insurance coverage for City approved volunteers.

Reference: Mike James, Public Works Director

Recommendation: Adopt Resolution

- G. Acceptance of the Palm and Golden Avenue Improvement Project

The City Council will consider the Palm and Golden Avenue Improvement Project as complete in accordance with the final inspection of the improvements per the contract specifications.

Reference: Mike James, Public Works Director

Recommendation: Adopt Resolution

- H. Code Enforcement Hearing Officers Recruitment

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

Reference: Paolo Romero, Code Enforcement Officer and
David De Vries, Development Services Director

Recommendation: Appoint Code Enforcement Hearing Officers

2. New Business

- A. Fiscal Year 2015-16 Mid-Year Budgets

The City Council will consider modifications to the adopted a City-wide Consolidated Operating and Capital Budget for Fiscal Year 2015-16.

Reference: Gilbert Rojas, Interim Finance Director

Recommendation: Adopt Resolution

- B. Construction Management Services for the Lemon Grove Realignment Project

The City Council will consider a resolution awarding an agreement to provide construction management services for the Lemon Grove Avenue Realignment Project to Infrastructure Engineering Corporation in an amount not to exceed \$384,766.00.

Reference: Mike James, Public Works Director

Recommendation: Adopt Resolution

3. Public Hearing

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

The City Council will consider a zoning amendment that will provide modifications to the beekeeping regulations in the City's Municipal Code.

Reference: David DeVries, Development Services Director and
Miranda Evans, Assistant Planner

Recommendation: Conduct public hearing and introduce Ordinance No. 439

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

Department Director Reports (Non-Action Items)
Adjournment

In compliance with the Americans with Disabilities Act (ADA), the City of Lemon Grove will provide special accommodations for persons who require assistance to access, attend and/or participate in meetings of the City Council. If you require such assistance, please contact the City Clerk at (61 825-3800 or email sgarcia@lemongrove.ca.gov prior to the meeting. A full agenda packet is available for public review at City Hall

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

March 8, 2016

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

Call to Order

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

Members Absent: None

City Staff Present: Lydia Romero, City Manager; James P. Lough, City Attorney; Mike James, Public Works Director; David DeVries, Acting Development Services Director; Gilbert Rojas, Interim Finance Director; Lt. Chris May, Sheriff's Department; Rick Sitta, Fire Chief; Daryn Drum, Division Fire Chief; Malik Tamimi, Management Analyst; Miranda Evans, Assistant Planner and Corrine Russell, Human Resources Manager

Ms. Romero gave an overview of the FY 15-16 Mid-year goal progress and Gilbert Rojas gave an overview of the current City's financial position.

2016 City Council Priority Setting Workshop

The City Council discussed the FY 16-17 goals with workshop facilitator Dawn Overton.

Adjournment

There being no further business to come before the City Council the meeting was adjourned at 8:00 p.m.

Susan Garcia

Susan Garcia, City Clerk

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

March 15, 2016

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

Call to Order

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

Members absent: None.

City Staff present: Lydia Romero, City Manager; David DeVries, Acting Development Services Director; Daryn Drum, Division Fire Chief; James P. Lough, City Attorney; Mike James, Public Works Director; Lt. May, Sheriff's Department; and Laureen Ryan Ojeda, Administrative Analyst.

Changes to the Agenda

None.

Public Comment

John L. Wood commented on a parked vehicle without license plates and the Honda dealership unloading vehicles.

1. Consent Calendar

A. Approval of City Council Minutes

March 1, 2016 Regular Meeting

B. Ratification of Payment Demands

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

D. Denial of Claim

E. Approval of Final Map for Tentative Map TM0047 located at 8137 Cascio Court

F. Acceptance of the Sewer Capital Improvement Project: Lining

G. Amend the Design Contract for the Sewer Main Rehabilitation Project

H. Request for Qualifications – Preparation of California Environmental Quality Act Compliance Documents for the General Plan Update

Action: Motion by Mayor Pro Tem Gastil, seconded by Councilmember Jones, to approve the Consent Calendar passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3393: Resolution of the City Council of Lemon Grove, California Approving a Final Map for Tentative Map TM0047

Resolution No. 2016-277: Resolution of the Lemon Grove Sanitation District Accepting the Sewer Capital Improvement Project: Lining (Contract No. 2015-01) as Complete

Resolution No. 2016- 278: Resolution of the Lemon Grove Sanitation District Amending the Design Contract for the Sewer Main Rehabilitation Project

2. New Business

None.

3. Public Hearings

A. Public Hearing for Review of the 2015 General Plan Annual Progress Report

David DeVries reported that State law requires cities and counties to annually review, conduct a public hearing, and authorize the submission of a General Plan Annual Progress Report (Report) to the State.

The Report includes the status of the General Plan implementation and the progress towards meeting regional housing needs. In preparing the Report, staff distributed sections of the Report to the appropriate City departments for review and input.

Staff recommends that the City Council conduct a public hearing and adopt the resolution accepting the Report and directing staff to submit the Report to the Office of Planning and Research and the Department of Housing and Community Development as more fully described in the resolution.

Mayor Sessom opened the public hearing.

Public Speaker(s)

There were no requests from the public to speak.

Action: Motion by Mayor Pro Tem Gastil, seconded by Councilmember Vasquez, to close the public hearing and adopt the resolution passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3394: Resolution of the City Council of the City of Lemon Grove Accepting the 2015 General Plan Annual Progress Report and Directing Staff to Submit the Report to the State of California in Accordance with Government Code Section 65400(A)(2)

B. Underground Utility District No. 7

Mike James stated that on March 4, 2014, the City Council revised the deadline for the conversion of the overhead distribution facilities for Phase 7A and 7B of the Underground Utility District (UUD) No. 7 to April 1, 2016. In Fiscal Year 2015-2016 (FY 2015-16), City staff encountered multiple unforeseen challenges with regards to the Lemon Grove Realignment Project. Some of those challenges included city staff turnover and introducing Rick Engineering to the duties and responsibilities as the Interim City Engineer and Project Manager for the Realignment Project, which the UUD is dependent on. Extending the UUD will allow the proper collection and use of funds through the anticipated construction schedule of the project. Staff recommends that the City Council adopt a resolution revising the date to June 30, 2017, for undergrounding utilities for both Phase 7A and 7B.

Mayor Sessom opened the public hearing.

Public Speaker(s)

There were no requests from the public to speak.

Action: Motion by Councilmember Jones, seconded by Councilmember Vasquez, to close the public hearing and adopt the resolution passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2016-3395: Resolution of the City Council of the City of Lemon Grove, California Revising the Date for Undergrounding Utilities within Underground Utility District No. 7

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

Councilmember Jones attended a 3 day SANDAG retreat.

Councilmember Mendoza attended the library's presentation of the Oral History of Women Project specifically women who had been in the Lemon Grove incident. She thanked the Public Works Department for fixing the Buena Vista Mural.

Mayor Pro Tem Vasquez attended a Local Agency Formation Committee meeting.

Councilmember Gastil attended the library's presentation of the Oral History of Women Project and the League of California Cities meeting.

Mayor Sessom attended the 3 day SANDAG retreat and the League of California Cities meeting.

City Manager and Department Director Reports

Mike James provided a Community Services Department activities update.

Lt. May reported that Sergeant Ray is leaving the Lemon Grove Station and Deputy Moody is joining the station. The department has a new technology being tested and a draft policy that is being written.

Lydia Romero visited the rotating homeless shelter.

Closed Session

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

Two Cases

Conference with Legal Counsel – Existing Litigation pursuant to Government Code Subdivision (a) of Section 54956.9: Guillen v Ig et al Case # 37-2016-00005522-CU-EI-CTL

Closed Session Report: The City Attorney was given to represent the in the City Guillen v Ig et al Case # 37-2016-00005522-CU-EI-CTL

Adjournment

There being no further business to come before the City Council, Housing Authority, Sanitation District Board, Lemon Grove Roadway Lighting District Board, and the Lemon Grove Successor Agency the meeting was adjourned at 7:40 p.m.

Susan Garcia

Susan Garcia, City Clerk

City of Lemon Grove Demands Summary

Approved as Submitted:

Gilbert Rojas, Interim Finance Director

For Council Meeting: 04/05/16

ACH/AP Checks 03/09/16-03/23/16 507,947.39

Payroll - 3/17/16 117,135.41

Total Demands 625,082.80

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	DESCRIPTION	INVOICE AMOUNT	CHECK AMOUNT
5314	7142930	Globalstar USA, Inc	3/9/2016	Services 1/16/16-2/15/16	85.41	85.41
5316	72472901	Hawthorne Machinery Co	3/9/2016	Equip Rental	1,042.75	1,042.75
5317	12/18-02/17/16	Helix Water District	3/9/2016	Water Services- 12/18/15-02/17/16	5,063.95	5,063.95
5318	0035089	Hudson Safe-T- Lite Rentals	3/9/2016	No Smoking Sign	516.46	516.46
5305	55553-Mar16	Anthem Blue Cross EAP	3/9/2016	Employee Assistance Program	165.00	165.00
5324	195824	Ninyo & Moore	3/9/2016	Professional Services- Citrus Heights- Dec15	2,054.50	6,204.50
	195827			Professional Services- Palm @ Golden- Dec15	3,468.75	
	196522			Professional Services- Mt Vernon Jan16	681.25	
5325	116083875	Physio-Control, Inc	3/9/2016	Multitech Gateway	2,378.16	2,378.16
5328	98705	State Water Resources Control Board	3/9/2016	Annual Permit Fee- Waste Discharge Requirement 10/1/15-12/31/15	991.19	991.19
5331	97600411397	Verizon Wireless	3/9/2016	Mobile Broadband Access- 1/13/16-2/12/16	76.02	562.29
	9760806467			MDC Engine Tablets- 1/21/16-2/20/16	190.05	
	Fire- 2/20			EOC Router/Emer Phone Lines- 1/21/16-2/20/16	296.22	
5330	41288	Uniforms Plus, Inc.	3/9/2016	Uniform Allowance- Drum 2/12/16	64.49	64.49
5327	Dec-Feb Feb16	Russell, Corinne	3/9/2016	Cell Phone Reimbursement-Dec15-Feb16	60.00	194.14
				Mileage Reimbursement- Russell 2/23-2/27/16	134.14	
5309	86	CityPlace Planning, Inc	3/9/2016	General Plan Update- Circulate San Diego/Handouts	7,861.83	7,861.83
5306	01/23/16-02/22/16	AT&T	3/9/2016	AT&T High Speed Internet Max Plus 1/23/16-2/22/16	130.00	130.00
5315	02/21/16	Hales, Suzanna	3/9/2016	Uniform Reimbursement- Hales, Suzanna 2/21/16	172.75	2,672.75
	FSA-Hales			FSA Reimbursement- Hales, Suzanna 2/23/16	2,500.00	
5329	Mar16	Sun Life Financial	3/9/2016	Life Insurance Premium- Mar16	115.92	115.92
5321	2/22/16	Lavigne, Joe	3/9/2016	Uniform Reimbursement- Lavigne, Joe 2/22/16	205.17	205.17
5303	288738	Ace Uniforms & Accessories, Inc	3/9/2016	Uniforms- Lewis	586.38	586.38
5308	Dental- Februar	California Dental Network Inc	3/9/2016	Dental- February California Dental	309.98	309.98
5332	71026633	Vulcan Materials	3/9/2016	Asphalt	129.31	258.91
	71038670			Asphalt	129.60	
5322	2/28/16	Maxfield, Brad	3/9/2016	Uniform Reimbursement- Maxfield, Brad 2/28/16	75.55	75.55
5319	6189	IB Trophies & Awards	3/9/2016	Name Badge- Hayward	19.44	19.44

5323 02/18/16	Medina, Travis	3/9/2016 Medina, Travis- Lock Defeating Course 1/4/16	171.00	171.00
5313 PettyCash- 3/8	Gill Rojas or Brenda Wardrip	3/9/2016 Petty Cash	412.45	412.45
5326 2918	Qual Chem Corp.	3/9/2016 Sewer Manhole Pest Control	1,497.72	1,497.72
5320 99	Janazz, LLC SD	3/9/2016 Computer Maintenance- Feb16	2,081.00	2,081.00
5333 112888	West Coast Arborists, Inc.	3/9/2016 Tree Removal	2,877.00	2,877.00
5310 2016-PWCP-1010	County of San Diego	3/9/2016 Stormwater Program	16,432.00	16,432.00
5307 2/17/16	Burkett, Terry	3/9/2016 Uniform Reimbursement- Burkett, Terry 2-17-16	684.86	684.86
5311 2873Skyline- 2/20	Cox Communications	3/9/2016 Phone/PW Yard/2873 Skyline- 2/19/16-3/18/16	211.92	211.92
5312 200282	Dell Awards	3/9/2016 Council Name Plate- Rojas	10.80	10.80
5304 67299	Alcorn Fence Co	Repair Damaged Guardrail & Replace 125 ft of Damaged 3/9/2016 Guardrail &	9,250.00	9,250.00
5439 33196	Hunter's Nursery Inc	3/15/2016 Rose Garden	148.72	148.72
5440 BerrySt- Mar16	Knott's Pest Control, Inc	3/15/2016 Monthly Bait Stations-Berry St	70.00	175.00
CivicCtr-Mar16		Monthly Bait Stations- Civic Ctr	60.00	
Sheriff- Mar16		Monthly Bait Stations- Sheriff	45.00	
5442 07-2068	Lemon Grove School District	3/15/2016 Fuel- Feb16	592.71	2,468.29
07-2069		Fuel- Feb16	1,875.58	
5446 0108153-IN	Municipal Maintenance Equipment Inc	3/15/2016 Hose Clamps	487.73	487.73
5447 196521	Ninyo & Moore	3/15/2016 Project Inspector Services- Citrus Heights- Jan16	1,677.00	22,025.00
196523		Project Inspector Services- Golden Ave-Jan16	2,469.25	
196524		Project Inspector Services- SRTS Palm-Jan16	8,622.75	
196525		Project Inspector Services- SRTS Palm- Jan16	9,256.00	
5413 C0451	A-Pot Rentals	3/15/2016 Portable Restroom Rental- 2/9/16-3/8/16	132.20	132.20
5450 PD-30735	Plumbers Depot Inc	3/15/2016 G450 W/Battery	864.00	864.00
5452 30746315	RCP Block & Brick, Inc.	3/15/2016 Concrete Mix	34.27	177.15
30755207		Concrete Sand	142.88	
5453 17546A(4)	Rick Engineering Company	3/15/2016 Professional Services- 1/1/16-1/29/16	16,731.80	16,731.80
5454 3225 Olive- 2/22	SDG&E	3/15/2016 3225 Olive- 01/21/16-02/22/16	93.80	211.40
3500 Main- 3/18		3500 1/2 Main- 1/21/16-2/22/16	117.60	
5457 40039/40	The East County Californian	3/15/2016 2015 Annual Progress- 40039	294.00	294.00
5441 8075589	LandCare	3/15/2016 Landscaping- Sidewalks	1,997.00	1,997.00
5460 STMT 02/22/16	US Bank Corporate Payment Systems	3/15/2016 STMT 2/22/16	4,920.73	4,920.73
5459 220160379	Underground Service Alert of Southern California	3/15/2016 Underground Dig Alerts- Feb16	51.00	51.00
5461 90895	Vinyard Doors Inc	3/15/2016 Sectional Door	1,110.00	2,795.00
91056		South Door #2 Repair	1,685.00	
5448 42176	Nolte Associates, Inc	3/15/2016 Professional Services- 1/1/16-1/31/16	7,266.25	7,266.25
5419 4459686	Bearcom	3/15/2016 Portable Radios Monthly Contract- 2/22/16-3/21/16	150.00	150.00

5414 10690	AAA Imaging	3/15/2016 Entertainers Permit Printing	70 20	70 20
5420 680003-9	BJ's Rentals	3/15/2016 Propane	26 46	26 46
5435 3/9/16	Ek, James	3/15/2016 Uniform Allowance- Ek	499 40	499 40
5436	24180 Excell Security, Inc	3/15/2016 Senior Center Security Guard - 3/5/16	85.50	85.50
5417 Fire- 2/29/16 Mar16	AT&T	3/15/2016 Fire Backup Phone Line- 2/1/16-2/29/16 Phone Service- Mar16	34 25 414 63	448 88
5433 DMVrenewal	DMV	3/15/2016 5 Year Service Fee	10 00	10 00
5418 5656193946 5656196193	AutoZone, Inc	3/15/2016 Vehicle Cleaning Supplies LGPW26- Tools	31.09 50 31	81 40
5443 1580V	Lemon Grove Truck Body & Equipment, Inc	3/15/2016 Code Enforcement Truck Repair	850 00	850 00
5415 L1072895QC	American Messaging	3/15/2016 Pager Replacement Program- 3/1/16-3/31/16	67 73	67 73
5424 15835104 4018418506 4018418507	Canon Solutions America, Inc	3/15/2016 Canon Maintenance-Copier Usage Feb16 Canon Maintenance-Copier Usage- 11/27/16-2/26/16 Canon Maintenance-Copier Usage 11/27/15-02/26/16	81.35 922 29 43 22	1,046 86
5423 4018408333	Canori Financial Services Inc	3/15/2016 Canon Copier Contract Charge- 11/26/15-02/25/16	65 33	65 33
5451 2909	Qual Chem Corp	3/15/2016 Shop Towels	869.44	869.44
5425 13588	City of El Cajon	3/15/2016 Overtime Reimbursement- Dozier 1/30/16	1,257.14	1,257.14
5422 97653864	BSN Sports	3/15/2016 Steel Backboard	943 91	943 91
5427 81665171 81666107	Corelogic Information Solutions Inc	3/15/2016 Image Requests- Feb16 RealQuest Graphics Package- Feb16	33.00 300 00	333 00
5429 201600181	County of San Diego/Assessor/Recorder/Cle rk	3/15/2016 Recording Services- 2/9/16	153.00	153 00
5428 16CTOFLGN08	County of San Diego- RCS	3/15/2016 800 MHZ Network- Feb16	2,958 63	2,958 63
5430 3/1/16 CityHall- 3/1	Cox Communications	3/15/2016 Main Phone/Fire- 3/1/16-3/31/16 Phone/City Hall- Feb16	394 45 828 41	1,222 86
5449 16-0270 16-0282S	Pacific HVAC Service	3/15/2016 AC Repair- Fire Department Thermostat Replacement	242 50 497 00	739.50
5432 02160560	DAR Contractors	3/15/2016 Animal Disposal- Feb16	162 00	162 00

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	DESCRIPTION	INVOICE AMOUNT	CHECK AMOUNT
	5314 7142930	Globalstar USA Inc	3/9/2016	Services 1/16/16-2/15/16	85 41	85 41
	5316 72472901	Hawthorne Machinery Co	3/9/2016	Equip Rental	1,042 75	1,042.75
	5317 12/18-02/17/16	Helix Water District	3/9/2016	Water Services- 12/18/15-02/17/16	5,063 95	5,063.95
	5318 0035089	Hudson Safe-T- Lite Rentals	3/9/2016	No Smoking Sign	516 46	516 46
	5305 55553-Mar16	Anthem Blue Cross EAP	3/9/2016	Employee Assistance Program	165 00	165 00
	5324 195824 195827 196522	Ninyo & Moore	3/9/2016	Professional Services- Citrus Heights- Dec15 Professional Services- Palm @ Golden- Dec15 Professional Services- Mt. Vernon Jan16	2,054 50 3,468 75 681 25	6,204 50

5444 Leyva,Jane	Leyva,Jane	3/15/2016 Refund/ Leyva, Jane/ CC 3-5-16	300 00	300 00
5426 FY15/16	City of Imperial Beach	3/15/2016 SD Bay WQIP Implementation- FY 15/16	12,773 00	12,773 00
5438 Gonzalez,Jesus	Gonzalez, Jesus	3/15/2016 Refund/ Gonzalez, Jesus/ LBH 2-20-16	200 00	200 00
5445 14862	Merz Construction Inc.	3/15/2016 Trolley Promenade Electrical	1,666 94	1,666 94
5458 2554-0	The Sherwin-Williams Co.	3/15/2016 Paint for Red Curb	180 65	180 65
5463 Draw 3	Crest Equipment Inc	3/16/2016 SRTS- Draw #3	335,903 08	352,580 19
Draw 4		SRTS- Draw #4	16,677 11	
				507,947 39

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.D
Mtg. Date April 5, 2016
Dept. Development Services

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

Staff Contact: Malik Tamimi, Management Analyst

Recommendation:

Adopt a resolution (**Attachment B**) approving the Memorandum of Understanding for the Completion of Phase 1 Activities required by Investigative Order No. R9-2015-0058 for Investigation of Sediment quality in the Mouth of Chollas Creek

Item Summary:

On October 26, 2015, the San Diego Regional Water Quality Control Board (RWQCB) issued a final order entitled, *"Investigative Order No. R9-2015-0058, An Order Directing The California Department of Transportation, The City of La Mesa, The City of Lemon Grove, The City of San Diego, The National Steel and Shipbuilding Company, The San Diego Unified Port District, and the U.S. Navy to Submit Technical Reports Pertaining to an Investigation of Sediment Quality in the Mouth of Chollas Creek, San Diego Bay, San Diego County, California."* Investigative Order No. R9-2015-0058 requires the aforementioned parties to prepare a Phase 1 Work Plan to evaluate the current nature and extent of impairment related to contaminated sediments in the Mouth of Chollas Creek and the Chollas Creek Tidally Influence Area. The City of San Diego has agreed to provide project management and contract administration services to the named parties for the Phase 1 Activities. The Memorandum of Understanding (**Attachment A Exhibit 1**) outlines the responsibilities of the named parties during the implementation of Phase I Activities of the investigative order. City staff recommends that City Council adopt a resolution (**Attachment A**) approving the Memorandum of Understanding.

Fiscal Impact:

The named parties agree to meet in good faith to negotiate distribution of costs and funding for implementation of Phase 1 Activities. Phase 1 Work Plan is not anticipated to exceed \$64,062 and will be borne in Fiscal Year 2016/17. Similarly, the RWQCB oversight costs are not anticipated to exceed \$25,500 in Fiscal Year 2016/17.

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:

A. Resolution/Exhibit 1 MOU

Attachment A

RESOLUTION NO. 2016 _____

RESOLUTION OF THE LEMON GROVE CITY COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING FOR THE COMPLETION OF PHASE 1 ACTIVITIES ASSOCIATED WITH INVESTIGATIVE ORDER R9-2015-0058 PERTAINING TO AN INVESTIGATION OF SEDIMENT QUALITY IN THE MOUTH OF CHOLLAS CREEK, SAN DIEGO BAY, SAN DIEGO COUNTY, CALIFORNIA

WHEREAS, Clean Water Act (CWA) section 303(d) requires states to develop a list of waterbodies that do not or are not expected to meet water quality standards after implementing technology-based controls; and

WHEREAS, Chollas Creek and the San Diego Bay Shoreline near Chollas Creek have been listed by the State Water Resources Control Board as water quality-limited segments pursuant to CWA section 303(d); and

WHEREAS, the San Diego Regional Water Quality Control Board (RWQCB) adopted Investigative Order No. R9-2015-0058, which directs the named parties to investigate the sediment quality in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area; and

WHEREAS, the RWQCB has determined that the named parties under the Order include Caltrans, City of La Mesa, City of Lemon Grove, City of San Diego, NASSCO, and the U.S. Navy, and the San Diego Unified Port District as secondarily named party; and

WHEREAS, the named parties have agreed to work together to submit the Phase 1 Work Plan and the Phase 1 Report; and

WHEREAS, the City of San Diego has agreed to lead the technical effort by providing project management and contract administration services for the named parties and has hired a mutually agreed upon consultant to perform the identified Phase 1 Activities; and

WHEREAS, the named parties worked together to develop a memorandum of understanding outlining responsibilities and funding for the implementation of Phase I Activities to meet the investigative order deadlines; and

WHEREAS, it is cost prohibitive and inefficient for the City of Lemon Grove to perform these compliance tasks independently; and

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

1. Approves the attached Memorandum of Understanding (**Exhibit 1**) pertaining to Investigative Order No. R9-2015-0058; and
2. Authorizes the City Manager to sign the said MOU.

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Attachment A

Exhibit 1

MEMORANDUM OF UNDERSTANDING

Completion of Phase 1 Activities Associated with Investigative Order No. R9-2015-0058 (An Order Directing the California Department of Transportation, the City of La Mesa, the City of Lemon Grove, the City of San Diego, the National Steel and Shipbuilding Company, the San Diego Unified Port District, and the U.S. Navy to Submit Technical Reports Pertaining to an Investigation of Sediment Quality in the Mouth of Chollas Creek, San Diego Bay, San Diego County, California)

This Memorandum of Understanding (AGREEMENT) entered into by the California Department of Transportation (hereinafter called Caltrans), the incorporated city of La Mesa (hereinafter called La Mesa), the incorporated city of Lemon Grove (hereinafter called Lemon Grove), the incorporated city of San Diego (hereinafter called City of San Diego), the National Steel and Shipbuilding Company (hereinafter called NASSCO), San Diego Unified Port District (hereinafter called Port of San Diego), and the United States Navy Commander, Navy Region Southwest (hereinafter called U.S. Navy) (hereinafter collectively called PARTIES and individually called PARTY) establishes the responsibilities of each PARTY with respect to the submission of the Phase I Work Plan and the Phase I Report (collectively called Phase I Activities), in conformance with the requirements of Investigative Order No. R9-2015-0058 (An Order Directing the California Department of Transportation, the City of La Mesa, the City of Lemon Grove, the City of San Diego, the National Steel and Shipbuilding Company, the San Diego Unified Port District, and the U.S. Navy to Submit Technical Reports Pertaining to an Investigation of Sediment Quality in the Mouth of Chollas Creek, San Diego Bay, San Diego County, California) (hereinafter called the Order), issued by the California Regional Water Quality Control Board, San Diego Region (hereinafter called SDRWQCB).

RECITALS

WHEREAS, Clean Water Act (CWA) section 303(d) requires states to develop a list of waterbodies that do not or are not expected to meet water quality standards after implementing technology-based controls; and,

WHEREAS, Chollas Creek and the San Diego Bay Shoreline near Chollas Creek have been listed by the State Water Resources Control Board as water quality-limited segments pursuant to CWA section 303(d); and,

WHEREAS, the SDRWQCB adopted the Order, attached as Exhibit I to this Agreement and incorporated herein by reference, which directs the PARTIES to investigate the sediment quality in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area; and,

WHEREAS, the SDRWQCB has determined that the responsible entities under the Order include Caltrans, La Mesa, Lemon Grove, City of San Diego, NASSCO, and the U.S. Navy, as indicated in Exhibit I; and,

WHEREAS, the SDRWQCB has determined that the Port of San Diego is a secondarily responsible party under the Order, as indicated in Exhibit I; and,

Attachment A

WHEREAS, the PARTIES have agreed to work together to submit the Phase 1 Work Plan and the Phase 1 Report, as those terms are used in Exhibit I; and,

WHEREAS, the PARTIES recognize that expenditures will be needed to complete the Phase 1 Activities; and,

WHEREAS, the City of San Diego has agreed to lead the technical effort by providing project management and contract administration services for the PARTIES and has hired a mutually agreed upon consultant to perform the identified Phase 1 Activities.

NOW, THEREFORE, the PARTIES incorporate the Recitals set forth above and mutually agree as follows:

I. **PURPOSE:** This AGREEMENT is entered into for the purpose of outlining the responsibilities of the PARTIES and funding the implementation of Phase 1 Activities pursuant to the Order.

II. **TERM:** The term of this AGREEMENT commences on the date of the last signature of the duly authorized representatives of the PARTIES and shall run until the date on which the Regional Board accepts the Phase 1 Report.

III. **PARTY RESPONSIBILITIES AND PARTICIPATION:**

A. **RESPONSIBILITIES OF CONTRACT MONITORING AND TECHNICAL LEAD:** The City of San Diego is hereby designated the Contract Monitoring and Technical Lead. As such, subject to Sections III.B, IV, and V infra, the City of San Diego will accept the responsibility of consultant contracting, overall project management, administration of consultant contracts, responsibility of coordinating overall work products such as the present AGREEMENT, and submittal of the Phase 1 Work Plan and Phase 1 Report as required by the Order, and other administrative duties as agreed upon by the PARTIES.

B. **RESPONSIBILITIES OF ALL PARTIES:** Each PARTY agrees to fully participate and cooperate in the implementation of Phase 1 Activities required by the Order and will assign at least one (1) person to serve as the PARTY representative to participate in meetings, collaborate on developing strategies, make decisions, and review work products and submittals. Each PARTY agrees that it will provide the City of San Diego and its consultant reasonable access to records and information related to each PARTY's current and historical operations which is reasonably necessary to complete the Phase 1 Activities, subject to legal privileges and restrictions that each PARTY may reasonably claim. Each PARTY agrees that investigation and oversight costs associated with Phase 1 Activities, and approved in advance by the PARTIES, should be considered necessary costs subject to reallocation (and thus potential reimbursement) to the City of San Diego pursuant to a future agreement (which all PARTIES agree to negotiate in good faith), settlement, or judgment.

IV. **FUNDING:**

A. **INVESTIGATION COSTS:** The cost of producing the Phase 1 Work Plan is not anticipated to exceed \$64,062 and such costs will be borne only in Fiscal Year 2016. The cost of implementing the Phase 1 Work Plan and producing the Phase 1 Report will be borne in Fiscal Year 2016 and Fiscal Year 2017. Such cost will be determined upon the completion of the Phase 1 Work Plan. The PARTIES agree to meet in good faith to negotiate additional necessary incremental funding associated with implementing the Phase 1 Work Plan and producing the Phase 1 Report. Federal contributions will be subject to available appropriations in any given year.

B. **OVERSIGHT COSTS:** SDRWQCB oversight costs associated with the Phase 1 Activities will be borne in Fiscal Year 2016 and Fiscal Year 2017. SDRWQCB oversight costs for

Attachment A

Fiscal Year 2016 are not anticipated to exceed \$25,500. SDRWQCB oversight costs related to the implementation of the Phase 1 Work Plan and production of the Phase 1 Report will be estimated upon completion of the Phase 1 Work Plan. The PARTIES agree to meet in good faith to negotiate additional necessary incremental funding associated with SDRWQCB oversight costs related to the implementation of the Phase 1 Report. Federal contributions will be subject to available appropriations in any given year.

- C. This AGREEMENT does not reflect the final apportionment of costs associated with Phase 1 Activities among the PARTIES.
- V. **RESERVATION OF RIGHTS:** Pursuant to the schedule incorporated in Exhibit 2, each PARTY that bears the costs indicated in Section IV supra reserves its right to recover such costs from the other PARTIES and any other person or entity that may be found responsible for contributing to sediment quality degradation and/or receiving water impairment in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area, regardless of whether such other person or entity is ultimately named by the SDRWQCB as a responsible party. Additionally, the costs noted in Sections IV A and IV B supra are only those costs which can presently be determined. Pursuant to the schedule incorporated in Exhibit 2, each PARTY that bears the costs indicated in Section IV supra reserves its right to recover any future necessary costs which might arise in connection with completion of Phase 1 Activities from the other PARTIES. Each PARTY reserves its right to recover future necessary costs in connection with completion of Phase 1 Activities from any other person or entity that may be found responsible for contributing to sediment quality degradation and/or receiving water impairment in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area, regardless of whether such other person or entity is ultimately named by the SDRWQCB as a responsible party. By entering into this AGREEMENT, no PARTY admits its liability with respect to the Order. This AGREEMENT shall have no precedential effect on the allocation of any other costs related to the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area, or otherwise. This AGREEMENT shall not be used for any purpose, other than enforcing its terms. The PARTIES affirm that nothing in this AGREEMENT constitutes or implies any agreement among them as to their joint liabilities, their respective liabilities, or their proportionate shares of any liability with respect to the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area, and that neither they, nor any third parties, may cite this AGREEMENT as constituting or implying such understanding or agreement. No part of this AGREEMENT shall constitute or be interpreted or construed by any third party, or the PARTIES themselves, as an admission of any liability under any federal, state, or local law, or that any PARTY is in violation of, or has ever violated, any law, rules, or regulations. Each PARTY otherwise reserves all of its rights under law.
- VI. **NON-COMPLIANCE WITH AGREEMENT REQUIREMENTS:** Any PARTY to this AGREEMENT found to be in non-compliance with the conditions of this AGREEMENT shall be solely liable for any lawfully assessed penalties resulting from such non-compliance. Failure to comply with AGREEMENT conditions within specified or agreed upon timelines shall constitute non-compliance with the AGREEMENT. Any allegation of non-compliance shall be presented in writing to the allegedly non-compliant PARTY. The allegedly non-compliant PARTY shall have 30 days to respond to the allegation or to come into compliance with the AGREEMENT.
- VII. **AMENDMENTS TO THE AGREEMENT:** This AGREEMENT may be amended only by consent of all the PARTIES. No amendment shall be effective unless it is in writing and signed by the duly authorized representatives of the PARTIES, except for accurate revisions to Exhibit 2, which may be completed by the Contract Monitoring and Technical Lead alone.

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- VIII. **GOVERNING LAW:** This AGREEMENT shall be construed in accordance with the laws of the State of California. If any provision or provisions shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In addition, each PARTY agrees to comply with all federal, state and local laws and ordinances applicable to the work to be performed under the terms of this AGREEMENT.
- IX. **CONSENT AND BREACH NOT WAIVER:** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTIES to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
- X. **DISPUTES:** The PARTIES agree to mediate any dispute prior to filing suit or prosecuting suit against the other PARTIES. In the event suit is brought under this AGREEMENT to enforce its terms, each PARTY shall be responsible for its own attorneys' fees and costs.
- XI. **LEGAL RESPONSIBILITY:** Nothing in this AGREEMENT shall alter (1) any PARTY's legal responsibility to comply with the Order, or (2) subject to Section VI, any PARTY's liability for any fines, penalties, and costs which may arise out of such PARTY's non-compliance with the Order.
- XII. **APPLICATION OF PRIOR AGREEMENTS:** This AGREEMENT constitutes the entire Agreement between the PARTIES with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.
- XIII. **TERMINATION:** Termination of participation from this AGREEMENT by any PARTY shall require thirty (30) days written notice to all PARTIES prior to the effective date of termination. Termination of this agreement does not release any PARTY from its obligations under the Order, nor does it release the PARTY from its financial responsibilities as outlined in Sections III and IV supra of this AGREEMENT.
- XIV. **ENCUMBRANCE:** By reason of constraints in California law (Streets and Highways Code Sections 114 & 130) and the California Constitution (Article XVI, section 7), Caltrans encumbers an amount not to exceed \$41,437 as its portion of the shared cost for Phase 1 Activities. Caltrans' contribution of encumbered funds pursuant to this section does not limit Caltrans' liability with respect to a future agreement (which all PARTIES agree to negotiate in good faith), settlement, or judgment, if such agreement, settlement, or judgment concludes that Caltrans' total liability exceeds the amount that it initially encumbered in this AGREEMENT.
- XV. **FEDERAL LAW:** This AGREEMENT is void to the extent that it is inconsistent with applicable law. Portions that are void are severable. In particular this AGREEMENT is void to the extent that it commits funds in violation of the federal anti-deficiency act or its state law equivalent. Every effort will be made to avoid construing the terms of this AGREEMENT as violations of those laws including adjustment of payment terms and schedules by mutual agreement of the PARTIES.

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EXHIBIT 1 SDRWQCB, Investigative Order No. R9-2015-0058 (An Order Directing the California Department of Transportation, the City of La Mesa, the City of Lemon Grove, the City of San Diego, the National Steel and Shipbuilding Company, the San Diego Unified Port District, and the U.S. Navy to Submit Technical Reports Pertaining to an Investigation of Sediment Quality in the Mouth of Chollas Creek, San Diego Bay, San Diego County, California)

Attachment A

EXHIBIT 2 Schedule of Actual Expenditures of Responsible Parties for Investigation Costs and Oversight Costs relating to Phase 1 Activities*

[illegible]

*If a Responsible Party expends funds for Investigation Costs or Oversight Costs relating to Phase 1 Activities after the execution of this AGREEMENT, Exhibit 2 shall be revised to accurately reflect the Responsible Party's actual expenditures for such costs.

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IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be signed and executed the day and year first above written. This AGREEMENT may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This AGREEMENT shall become effective on the date of the last signature of the duly authorized representatives of the PARTIES.

IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the City of Lemon Grove

Date: _____

Signature

Printed Name

Title

Approved to as Form
City Attorney

Date: _____

Signature

Printed Name

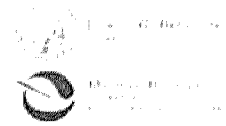
Title

Attachment A

(Signature pages for the other named parties are not included here)

Attachment A

Exhibit 1 of the MOU



California Regional Water Quality Control Board, San Diego Region

October 26, 2015

In reply refer to:
T10000006999:smcclain

Mr. Carl Savage
California Department of Transportation
4050 Taylor Street
San Diego, CA 92110

Ms. Ruth Kolb
City of San Diego
9370 Chesapeake Drive, Suite 100
San Diego, CA 92123

Mr. Joe Kuhn
City of La Mesa
8130 Allison Ave
La Mesa, CA 91942

Mr. Mike Chee
National Steel and Shipbuilding Company
P.O. Box 85278
San Diego, CA 92186-5278

Mr. Malik Tamimi
City of Lemon Grove
3232 Main Street
Lemon Grove

Mr. Paul Brown
San Diego Unified Port District
3165 Pacific Highway
San Diego, CA 92101

Mr. Len Sinfield
U.S. Navy
937 N Harbor Drive, Bldg 1, Box 81
San Diego CA 92132-0058

Subject: Investigative Order No. R9-2015-0058

Enclosed is a copy of Investigative Order No. R9-2015-0058, *An Order Directing The California Department of Transportation, The City of La Mesa, The City of Lemon Grove, The City of San Diego, The National Steel and Shipbuilding Company, The San Diego Unified Port District, and The U.S. Navy to Submit Technical Reports Pertaining to an Investigation of Sediment Quality in the Mouth of Chollas Creek in San Diego Bay, San Diego, California.*

In developing the Investigative Order, the San Diego Water Board took into account comments from the named parties and the public. Those comments and the San Diego Water Board's responses are summarized in Attachment 1. All parties to the Order should be aware that additional information may be submitted throughout the work plan process that could result in modification of the Order, or future enforcement orders, beyond the scope of the Investigative Order as issued.

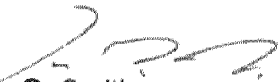
Attachment A

Messrs. Savage, Kuhn Tamimi, Sinfield, - 2 -
Chee, Brown, and Ms. Kolb

October 26, 2015

In the subject line of any response, please include the reference code:
T10000002687:smcclain. For questions or comments, please contact Sean McClain by phone
at (619) 521-3374 or by email to smcclain@waterboards.ca.gov.

Sincerely,



James G. Smith
Assistant Executive Officer

JGS:clc:jm:fm:sm

cc via e-mail: Mr. David Silverstein, david.silverstein@navy.mil
Mr. Kelly Richardson, kelly.richardson@LW.com
Mr. Tim Allison, tim.allison@sdmts.org
Ms. Karen Holman, kholman@portofsandiego.org
Ms. Marisa Blackshire, Marisa.Blackshire@BNSF.com
Mr. Matt O'Malley, matt@sdcoastkeeper.org

Tech Staff Info & Use	
GeoTracker Site ID	T10000006999

Attachment A

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD SAN DIEGO REGION

INVESTIGATIVE ORDER NO. R9-2015-0058

AN ORDER DIRECTING THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, THE CITY OF LA MESA, THE CITY OF LEMON GROVE, THE CITY OF SAN DIEGO, THE NATIONAL STEEL AND SHIPBUILDING COMPANY, THE SAN DIEGO UNIFIED PORT DISTRICT, AND THE U.S. NAVY TO SUBMIT TECHNICAL REPORTS PERTAINING TO AN INVESTIGATION OF SEDIMENT QUALITY IN THE MOUTH OF CHOLLAS CREEK, SAN DIEGO BAY, SAN DIEGO COUNTY, CALIFORNIA

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

1. **Legal and Regulatory Authority.** This Order conforms to and implements policies and requirements of the Porter-Cologne Water Quality Control Act (division 7, commencing with Water Code section 13000) including (1) sections 13267 and 13304; (2) applicable State and federal regulations; (3) all applicable provisions of statewide Water Quality Control Plans adopted by the State Water Resources Control Board (State Water Board) and the *Water Quality Control Plan for the San Diego Basin* (Basin Plan) adopted by the San Diego Water Board including beneficial uses, water quality objectives, and implementation plans; (4) State Water Board policies and regulations including Resolution No. 68-16, *Statement of Policy with Respect to Maintaining High Quality of Waters in California*, Resolution No. 88-63, *Sources of Drinking Water*, Resolution No. 92-49, *Policies and Procedures for Investigation, and Cleanup and Abatement of Discharges under Water Code Section 13304*; the *Water Quality Control Plan for Enclosed Bays and Estuaries - Part 1 Sediment Quality*; California Code of Regulations (CCR) title 23, chapter 16, article 11; CCR title 23, section 3890 et. seq.; and (5) relevant standards, criteria, and advisories adopted by other State and federal agencies.
2. **Geographical Extent of the Mouth of Chollas Creek Investigation.** The Mouth of Chollas Creek is bounded on the east by the weir located downstream of the Belt Street Bridge, on the north by the National Steel and Shipbuilding Company (NASSCO), and to the south by Naval Base San Diego Pier 1, extending to the end of the piers (Figure 1). The area is approximately 25 acres (0.1 km²).

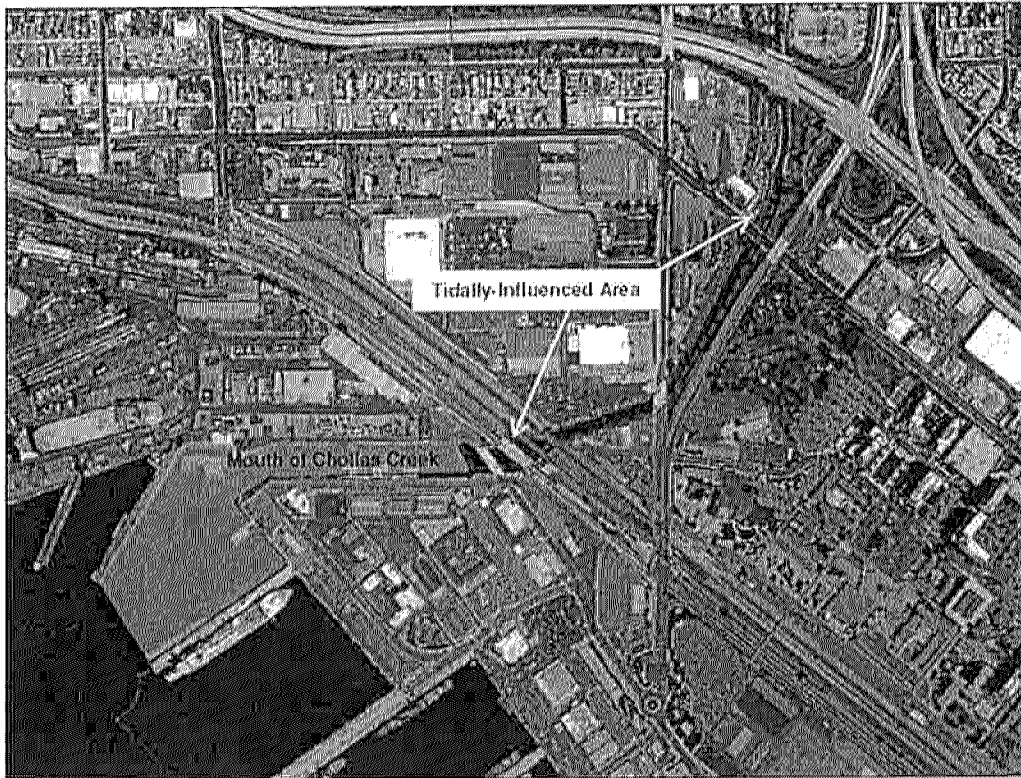


Figure 1. Investigation Area for the Mouth of Chollas Creek and Chollas Creek Tidally-Influenced Area.

3. **Chollas Creek Tidally-Influenced Area.** A small portion of the watershed includes “tidelands” located immediately adjacent to San Diego Bay under the jurisdiction of the San Diego Unified Port District (Port District) and the U.S. Navy (Naval Base San Diego). The Chollas Creek Tidally-Influenced Area extends from the weir located at the Mouth of Chollas Creek up to the confluence area near the north and south Chollas Creek channels (Figure 1). The Chollas Creek Tidally-Influenced Area receives storm water from the upland watershed via creek drainage, storm water discharge from the neighboring facilities, and tidal influence from San Diego Bay.
4. **Chollas Creek and Chollas Creek Watershed.** Chollas Creek is an urban creek with the highest flow rates associated with storm events, and highly variable flows for the rest of the year. Extended periods with no surface flows occur during dry weather, although pools of standing water may be present. The Mouth of Chollas Creek has been channelized and concrete lined, but some sections of earthen creek bed remain. The lowest 1.2 miles of the Creek are on the 303(d) List of Water Quality Limited Segments for water quality impairments for indicator bacteria, copper, lead, and zinc.

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Investigative Order No. R9-2015-0058

October 26, 2015

The Chollas Creek watershed encompasses approximately 69 km² (17,200 acres) of the Pueblo San Diego Hydrologic Unit located within the cities of San Diego, Lemon Grove, and La Mesa (Figure 2). Land use within the Chollas Creek watershed is predominantly residential with some commercial and military uses. Roadways dominate a significant portion of the remaining watershed area.

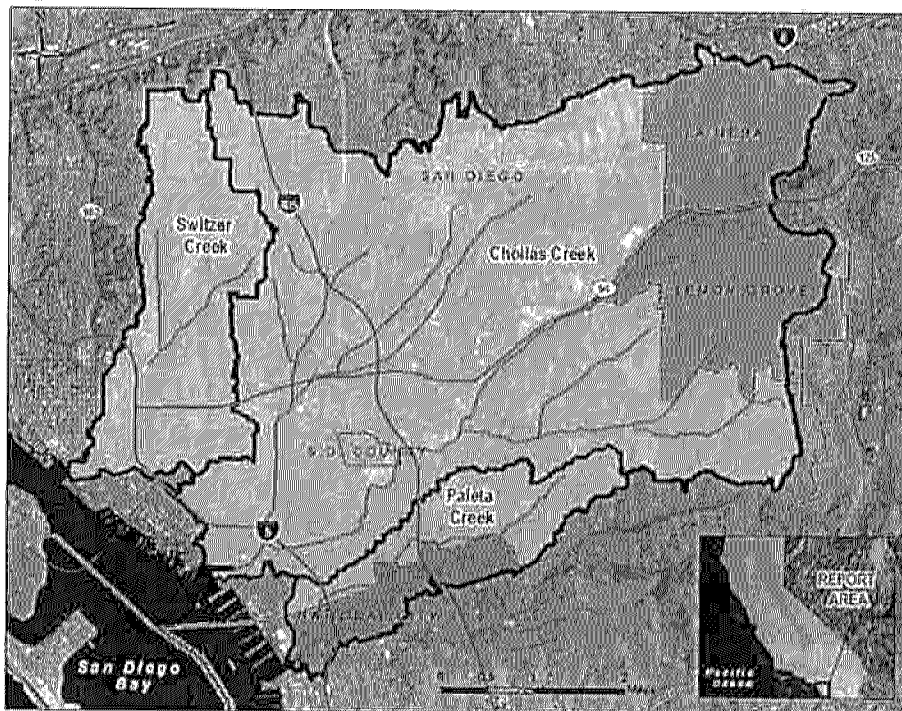


Figure 2. Location of San Diego Bay, Paleta Creek, Chollas Creek, and Switzer Creek watersheds.

5. **Mouth of Chollas Creek Impairment.** The Mouth of Chollas Creek is on the Clean Water Act section 303(d) list for benthic community degradation and toxicity in the sediment. The Mouth of Chollas Creek is designated as a candidate toxic hot spot in the Regional Toxic Hot Spot Cleanup Plan under the Bay Protection and Toxic Cleanup Program (BPTCP).¹
6. **Identification of Pollutant Sources.** Prior to, or concurrent with, any cleanup of contaminated sediment in the Mouth of Chollas Creek, sources of pollution to this area must be identified and controlled. Multiple point and nonpoint sources discharge pollutant loads into the Mouth of Chollas Creek. Point sources typically discharge at a specific location from pipes, outfalls, and conveyance

¹ State Water Resources Control Board, September 1996. Chemistry, Toxicity and Benthic Community Conditions in Sediments of the San Diego Bay Region.

channels. These discharges are regulated by the San Diego Water Board or State Water Board through Waste Discharge Requirements (WDRs) that implement federal National Pollutant Discharge Elimination System (NPDES) requirements. Nonpoint sources are diffuse in nature, such as sheet flow or atmospheric deposition (precipitation and dust fall) that have multiple routes of entry into surface waters.

Storm water runoff from urbanized areas flows off land with a number of different uses, including residential uses, commercial and industrial uses, and roads, highways, and bridges. Sources of pollutants can include storm drain discharges, discharges or spills from permitted industrial facilities, illicit discharges, sewage spills, or other nonpoint sources. Essentially, all sources (point and nonpoint) in the watershed enter the Mouth of Chollas Creek through the storm water conveyance systems that are regulated through the NPDES permits listed in Table 1.

Table 1. Regulated Storm Water Discharges in Chollas Creek Watershed.

WDR/Permit	Order No.
San Diego Municipal Storm Water NPDES Permit	R9-2013-0001
NPDES Storm Water from Small MS4s	2013-0001-DWQ
NPDES Industrial Storm Water	2014-0057-DWQ
NPDES Construction Storm Water	2009-0009-DWQ
NPDES Storm Water from Caltrans	2012-0011-DWQ

Other likely point and nonpoint source pollutant loads include storm water runoff from adjacent industrial discharges from NASSCO² and Naval Base San Diego³, sediment resuspension and flux, leaching from creosote pier pilings, and direct atmospheric deposition of pollutants to the surface of the water body. Another cause is sediment resuspension and migration from boat and ship traffic near the Mouth of Chollas Creek.

While wasteloads of polycyclic aromatic hydrocarbons (PAHs) are associated with ongoing activities, such as automobile and truck emissions in the watershed, the wasteloads of chlordane and polychlorinated biphenyls (PCBs) reflect residues accumulated from historical uses, applications, or spills that contaminated soils within the watershed and act as ongoing sources.

7. **Presence of Wastes in the Mouth of Chollas Creek.** The Mouth of Chollas Creek receives discharges from the municipal separate storm sewer systems (MS4s) of the City of Lemon Grove, the City of La Mesa, the City of San Diego, and the Port District. The Mouth of Chollas Creek also receives storm water runoff discharges from the California Department of Transportation (Caltrans), NASSCO, U.S. Navy and various industrial facilities along Chollas Creek. During

² RWQCB, 2009. Waste Discharge Requirements No. R9-2009-0099.

³ RWQCB 2013. Waste Discharge Requirements No. R9-2013-0064.

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Investigative Order No. R9-2015-0058

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wet weather events, storm water discharges from lands with various uses provide a significant mechanism for transport of organic pollutants to surface water bodies. Pollutants from various land uses and associated management practices wash off the surface during rainfall events. The amount of runoff and associated pollutant concentrations are, therefore, highly dependent on the nearby land uses and management practices.

The following sources of pollutants are discharged to the MS4s conveyance system:

- a. PAHs from roadways, parking surfaces, and creosote telephone/utility; poles throughout the cities may enter the storm water conveyance system;
- b. Pesticide impacted soils may enter the storm water conveyance system; and
- c. PCB impacted soils may enter the storm water conveyance system.

Additionally, sediments that accumulate within storm drains and creeks during dry periods are a source of pollutants to the Mouth of Chollas Creek during wet weather events.

Furthermore, the Mouth of Chollas Creek is tidally-influenced; therefore, various pollutants from San Diego Bay may also be transported during tidal actions into the Mouth of Chollas Creek. Finally, another pollutant source to the Mouth of Chollas Creek may be from air deposition.

8. **Beneficial Uses and Target Receptors.** Water quality objectives must support the most sensitive beneficial uses of a water body. Beneficial uses of Chollas Creek are described in the Basin Plan. Beneficial uses of San Diego Bay are described in the Basin Plan and Bays and Estuaries Plan.⁴ Chollas Creek is located within the Lindbergh Hydrologic Subarea (908.21) in the San Diego Mesa Hydrologic Area (908.20) of the Pueblo San Diego Hydrologic Unit (908.00). Table 2 lists the beneficial uses along with its target receptors for Chollas Creek and San Diego Bay.

Table 2. Beneficial Uses and Target Receptors

Beneficial Use	Chollas Creek	San Diego Bay
Non-contact water recreation	•	•
Commercial and sport fishing		•
Preservation of biological habitats of special significance		•
Estuarine habitat		•

⁴ Water Quality Control Plan for Enclosed Bays and Estuaries – Part 1 Sediment Quality, State Water Resources Control Plan. August 2009.

Beneficial Use	Chollas Creek	San Diego Bay
Warm freshwater habitat	•	
Wildlife habitat	•	•
Rare, threatened, or endangered species		•
Marine habitat		•
Migration of aquatic organisms		•
Spawning, reproduction, and/or early development		•

• Existing Beneficial Use

Pollutants discharged from point and non-point sources to bay sediments could impact these beneficial uses.

9. **Caltrans.** Polluted storm water runoff from Caltrans' owned and/or operated roadways and facilities has been, and continues to be, discharged directly and indirectly into Chollas Creek. These discharges cause, and threaten to cause, a condition of pollution by unreasonably affecting the waters for beneficial uses. Roadway and pavement runoff from Caltrans highways and facilities contains organic and inorganic pollutants that can impair receiving water quality and disrupt aquatic and benthic ecosystems. Storm water discharges from roadways may contain pollutants, including suspended solids, heavy metals, hydrocarbons, indicator bacteria and pathogens, nutrients, herbicides, and deicing salts (Grant et al. 2003⁵). In recent years, Caltrans has reported measureable amounts of pesticides in storm water discharges, primarily the herbicides diuron and glyphosate; the active ingredient in Roundup® (Caltrans 2003a⁶, 2003b⁷). The principal sources of pollutants from roadways are atmospheric deposition, automobiles, and the road surfaces themselves (Grant et al. 2003).
10. **Municipal Storm Water Copermittees.** The Cities of La Mesa, Lemon Grove, and San Diego, and the Port District own and/or operate MS4s that discharge storm water runoff directly into Chollas Creek. These pollutant discharges are regulated by the San Diego Water Board through Order No. R9-2013-0001, WDRs that implement federal NPDES requirements. These discharges cause, and threaten to cause, a condition of pollution by unreasonably affecting the waters for beneficial uses.

⁵ Grant, S.B., N.V. Rekhi, N.R. Pise, R.L. Reeves, M. Matsumoto, A. Wistrom, L. Moussa, S. Bay, and M. Kayhanian. 2003. A Review of the Contaminants and Toxicity Associated with Particles in Stormwater Runoff. CTSW-RT-03-059.73.15. Prepared for California Department of Transportation. Sacramento, CA. August 2003.

⁶ Caltrans. 2003a. 2002 – 2003 Annual Data Summary Report. CTSW-RT-03-069.51.42. California Department of Transportation, Storm Water Monitoring & Data Management. August 2003.

⁷ Caltrans. 2003b. Discharge Characterization Study Report. CTSW-RT-03-065.51.42. California Department of Transportation, Storm Water Monitoring & Data Management. November 2003.

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Investigative Order No. R9-2015-0058

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11. **The San Diego Unified Port District.** The Port District has responsibility, authority, and/or control for operation of the storm water system within the tideland area under the MS4 permit. However, in this particular matter, the Port District has not exercised requisite control or authority over its lessees' properties or MS4 facilities/outfalls to be named primarily responsible for this Investigative Order. Therefore, it is being named as a secondarily responsible party, however it is still a Discharger under this Investigative Order. To the extent that the primarily responsible parties provide additional information or evidence that indicates that the Port District did exert authority over facilities/outfalls or lessees' properties, or should have and failed to, this Order and future enforcement actions can be amended.
12. **National Steel and Shipbuilding Company.** Polluted storm water discharges or formerly discharged from NASSCO directly and indirectly into Chollas Creek. These discharges cause, and threaten to cause, a condition of pollution by unreasonably affecting the waters for beneficial uses. Historically, some pollutants were discharged directly into Chollas Creek and San Diego Bay. NASSCO owns and operates a full service ship construction, modification, repair, and maintenance facility on the waterfront of San Diego Bay and west of the Mouth of Chollas Creek. The facility is located on land leased from the U.S. Navy and the Port District at 28th Street and Harbor Drive within the City of San Diego. The U.S. Navy and NASSCO's primary business has historically been ship repair, construction, and maintenance for the U.S. Navy and commercial customers. The facility includes offices, shops, warehouses, concrete platens for steel fabrication, a floating dry dock, a graving dock, two shipbuilding ways, and five piers, which provide 12 berthing spaces (RWQCB, 2001⁸).

There are three major types of building/repair facilities at NASSCO, which, together with cranes, enable ships to be assembled, launched, or repaired. These facilities include a floating dry-dock, a graving dock, and berths/piers. With the exception of berths and piers, the basic purpose of each facility is to separate a vessel from the bay to provide access to parts of the ship normally underwater. The berths and piers are over-water structures where vessels are secured during repair or construction activities. Because dry-dock space is limited and expensive, many operations are conducted at pier side. For example, after painting the parts of a ship normally underwater, the ship is moved from the dry-dock to a berth where the remainder of the painting is completed.

NASSCO initiated the capture of first-flush storm water from high-risk areas (dry-dock, graving dock, paint and blasting areas) in the early 1990s. Capture of first-flush storm water extends to additional areas of the facility in 1997. Prior to the early 1990s, all surface water runoff from NASSCO discharged directly into San

⁸ RWQCB 2001. Final Regional Board Report: Shipyard Sediment Cleanup Levels. NASSCO & Southwest Marine Shipyards. San Diego Bay. California Regional Water Quality Control Board. San Diego Region, San Diego, CA. February 16, 2001.

Diego Bay (Exponent, 2003⁹). Currently, NASSCO discharges storm water from employee parking lots into Chollas Creek, which contain oil, grease, and PAHs that deposit on parking lot surfaces by motor vehicles.

Categories of wastes commonly generated by NASSCO's industrial processes include the following (RWQCB, 2012¹⁰):

Abrasive Blast Waste: Abrasive blast waste, consisting of spent grit, spent paint, marine organisms, and rust is generated in significant quantities during all dry or wet abrasive blasting procedures. The constituent of greatest concern, with regard to toxicity, is the spent paint; particularly the copper and tributyltin antifouling components, which are designed to be toxic and to continuously leach into the water. Other pollutants in paints include zinc, chromium, and lead. Abrasive blast waste can be conveyed by water flows, become airborne (especially during dry blasting), or fall directly onto receiving waters.

Blast Wastewater: Hydroblasting generates large quantities of wastewater which includes suspended and settleable solids (spent abrasive, paint, rust, marine organisms, and water). Blast wastewater also contains rust inhibitors, such as diammonium phosphate and sodium nitrite.

Bilge Waste/Other Oily Wastewater: This waste is generated during tank emptying, leaks, and cleaning operations (bilge, ballast, and fuel tanks). In addition to petroleum products (fuel, oil), washwater is generated in large quantities and contains detergents or cleaners.

Oils (engine, cutting, and hydraulic): In addition to spent products, spills and leaks of fresh oils, lubricants, and fuels may occur from ships or dry-docks equipment, machinery, and tanks (especially during cleaning and refueling).

Fresh Paint: Paint can be discharged due to spills, drips, and overspray.

Waste Paints/Sludges/Solvents/Thinners: These wastes are generated from cleaning and maintenance of paint equipment.

Construction/Repair Solid Wastes: These wastes include scrap metal, welding rods, slag (from arc welding), wood, rags, plastics, cans, paper, bottles, and packaging materials.

Miscellaneous Wastes: These wastes include lubricants, grease, fuels, sewage

⁹ Exponent. 2003. NASSCO and Southwest Marine Detailed Sediment Investigation Volumes I - III. Prepared for NASSCO and Southwest Marine. San Diego, CA. Exponent, Bellevue, WA. October 2003.

¹⁰ RWQCB. 2012. Technical Report for Tentative Cleanup and Abatement Order No. R9-2012-0024 for the Shipyard Sediment Site. San Diego Bay, San Diego, CA – Volumes I, II, and III. California Regional Water Quality Control Board. San Diego Region. San Diego, CA. March 14, 2012. Available at: http://www.waterboards.ca.gov/sandiego/water_issues/programs/shipyards_sediment/index.shtml

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(black and gray water from vessels or docks), boiler blowdown, condensate discard, acid wastes, caustic wastes, and aqueous wastes (with and without metals).

13. **U.S. Navy.** Polluted storm water discharges from U.S. Navy property directly and indirectly into Chollas Creek.¹¹ These discharges cause, and threaten to cause, a condition of pollution by unreasonably affecting the waters for beneficial uses. Historically, some pollutants discharged directly into Chollas Creek and San Diego Bay. Since 1921, the U.S. Navy has owned and operated Naval Base San Diego, located at 32nd Street and Harbor Drive on the eastern edge of San Diego Bay. The facility is bordered by the City of San Diego to the north and east, National City to the south and east, and San Diego Bay to the west. The U.S. Navy leases a small portion of land to NASSCO located on the northern boundary of the Mouth of Chollas Creek.

Historically, Naval Base San Diego served as a docking and fleet repair base. In the 1920s and 1930s, it was primarily used for the repair and maintenance of U.S. Navy Destroyer vessels. The base expanded during the late 1930s to the late 1940s. From 1943 to 1945, more than 5,000 ships were sent to the base for conversion, overhaul, battle damage repair, and maintenance; approximately 2,190 of these ships were dry-docked. The base was expanded in 1944 to include approximately 823 acres, over 200 buildings, a 1,700 ton marine railway, a cruiser graving dry-dock, 5 large repair piers, a quay wall totaling 28,000 feet of berthing space, and extensive industrial repair facilities. Naval Base San Diego remains in operation and is currently homeport for approximately 60 naval vessels and home base to 50 separate commands.

In 1998, the U.S. Navy dredged a small portion of the Mouth of Chollas Creek. Despite the dredging action, impacts at the Mouth remained, as evidenced by elevated chemistry and toxicity results from the summer of 2001.¹² The U. S. Navy has proposed to perform another maintenance dredging event in a small portion of the Mouth of Chollas Creek in 2016.

14. **Persons Responsible for the Discharge of Waste.** The City of Lemon Grove, the City of La Mesa, the City of San Diego, Caltrans, the Port District, the U.S. Navy, and NASSCO (collectively Dischargers) are responsible entities for discharges of wastes to sediment in the Mouth of Chollas Creek. As described in Findings 3 through 13, various waste constituents originated at facilities owned and/or operated by these entities are discharged to the Mouth of Chollas Creek

¹¹ U.S. Navy, *2013/2014 Storm Water Annual Report for Industrial High Risk, Industrial Low Risk, and Small MS4 Areas*. Order No. R9-2013-0064. NPDES Permit No. CA0109169, Naval Base San Diego. California. August 2014.

¹² Southern California Coastal Water Research Project (SCCWRP) and Space and Naval Warfare Systems Center (SPAWAR). 2005. *Sediment Assessment Study for the Mouths of Chollas and Paleta Creek*. San Diego, Phase I Report. Prepared by SCCWRP, Westminster, CA and SPAWAR. San Diego, CA for the San Water Board and Commander Navy Region Southwest. San Diego, CA

where they cause, or threaten to cause, a condition of pollution or nuisance. Through the course of the investigation, additional information may become available that identifies additional potential dischargers or warrants naming additional persons as dischargers. The San Diego Water Board reserves and retains the right to name additional persons. The above descriptions of activities, actual, threatened or potential discharges, and/or actions giving rise to potential liability under Water Code Section 13304 are not intended to be weighted for allocation purposes. The water boards do not generally allocate liability between parties, and there is not a de minimis defense or exception under Water Code section 13304.

15. **Public Comments.** This Investigative Order is being issued after several stakeholder meetings and review of public comments submitted. It is accompanied by a "Response to Comments" document prepared by San Diego Water Board staff (Attachment 1).
16. **Condition of Pollution.** The concentrations of contaminants in the sediments of the Mouth of Chollas Creek are at levels that may have an impact on human health, wildlife, and the benthic community. The elevated concentrations may not be protective for human health, wildlife, and the benthic community thus, creating a condition of pollution and nuisance in waters of the State.
17. **Basis for Requiring Reports.** Water Code section 13267 provides that the San Diego Water Board may require dischargers, past dischargers, or suspected dischargers to furnish those technical or monitoring reports as the San Diego Water Board may specify provided that the burden, including costs, of these reports bears a reasonable relationship to the need for the reports and the benefits to be obtained from the reports. Coordination among the responsible persons of the sediment investigation(s) is expected to provide a more comprehensive evaluation and be more cost-effective.
18. **Need for and Benefit of Technical Reports.** Technical reports will provide information to the San Diego Water Board regarding the nature and extent of the discharges. The San Diego Water Board intends to use this information to determine if additional assessment and/or cleanup and abatement activities are warranted at the Mouth of Chollas Creek. Specifically, the reports will enable the San Diego Water Board to ascertain the extent and chemical concentrations of waste constituents in sediment that may pose a threat to the benthic community, human health, and/or wildlife. The Dischargers currently discharge pollutants into the Mouth of Chollas Creek, and/or have historically done so. Dischargers' cooperative reporting efforts may result in a cost reduction. Based on the nature and possible consequences of the discharges (as described in the Findings above) the burden of providing the required reports, including the costs, bears a reasonable relationship to the need for the reports, and the benefits to be obtained from the reports.

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19. **Study Questions.** An investigation of the sediment quality for the Mouth of Chollas Creek and Chollas Creek Tidally-Influenced Area is needed to answer the following study questions:
- a. **Nature and Extent.** What is the current nature and extent of impairment related to contaminated sediment conditions in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area?
 - 1. If existing data are not sufficient to understand current nature and extent of impairment (i.e., a data gap exists), what sampling strategy is needed to fill that gap?
 - 2. What activities are needed to identify the data to characterize the nature and extent of impairment in the areas discussed above?
 - b. **Potential Sources.** What are the potential sources of the impairment in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area?
 - 1. If existing data are not sufficient to understand potential sources of the impairment, what sampling strategy is needed to fill that gap?
 - 2. What activities are needed to identify the data to characterize the potential sources of impairment in areas discussed above?
 - c. **Pathways and Contaminant Transport.** If impairment and ongoing sources are identified, what are the pathways for contaminant transport to and within the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area?
 - 1. If existing data are not sufficient to understand the transport of potential source contaminants, develop a sampling strategy to fill that gap.
 - 2. What activities are needed to identify the data to characterize the transport of potential source contaminants in the areas discussed above?
19. **California Environmental Quality Act Compliance.** This action is exempt from the provisions of the California Environmental Quality Act (CEQA) in accordance with section 15061(b)(3) of chapter 3, title 14 of the California Code of Regulations because it can be seen with certainty that there is no possibility that the activity in question will have a significant effect on the environment. CEQA will be complied with, as necessary; when and if remedial actions are proposed.
20. **Qualified Professionals.** The Dischargers' reliance on qualified professionals promotes proper planning, implementation, and long-term cost-effectiveness of

investigations. Professionals should be qualified, licensed where applicable, and competent and proficient in the fields pertinent to the required activities. Business and Professions Code sections 6735, 7835, and 7835.1 require that engineering and geologic evaluations and judgments be performed by or under the direction of licensed professionals.

21. **Cost Recovery.** Pursuant to Water Code section 13304(c), and consistent with other statutory and regulatory requirements, including but not limited to Water Code section 13365, the San Diego Water Board is entitled to, and will seek reimbursement for all reasonable costs actually incurred by the Board to investigate unauthorized discharges of waste and to oversee cleanup of such waste, abatement of the effects thereof, or other remedial action, required by this Order.

IT IS HEREBY ORDERED, pursuant to Water Code sections 13267 and 13304 that the California Department of Transportation, the City of La Mesa, the City of Lemon Grove, the City of San Diego, the National Steel and Shipbuilding Company, the San Diego Unified Port District, and the U.S. Navy (collectively Dischargers) must comply with the following directives:

1. **Phase 1 Work Plan.** Submit a Phase 1 Work Plan to evaluate the current nature and extent of impairment related to contaminated sediments in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area. The Phase 1 Work Plan must be received by the San Diego Water Board **no later than 5:00 p.m. on February 29, 2016.** The Phase 1 Work Plan must:
 - a. **Current Nature and Extent of Impairment.** Provide an interpretation of the current nature and extent of impairment for the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area. Identify the additional data needed to fully characterize the nature and extent of impairment in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area.
 - b. **Data Gaps.** Include a strategy to investigate data gaps and provide additional data needs. Proposed sampling locations must be sufficient to fully characterize the nature and vertical and lateral extent of impairment including near storm drains, outfalls, under railways and roadways, and near pier pilings. The strategy must provide justification for all proposed sampling locations.
 - c. **Map.** Include a detailed map to scale showing existing and proposed sampling locations.
 - d. **Laboratory Analyses.** Include the full range of potential waste constituents discharged to the environment including, at a minimum, total

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PCB congeners, metals, pesticides, PAHs, total organic carbon, and physical parameters. Sampling shall not proceed without concurrence of the San Diego Water Board. Total PCB concentrations shall be expressed as the sum of the following 41 congeners:

Congeners 18, 28, 37, 44, 49, 52, 66, 70, 74, 77, 81, 87, 99, 101, 105, 110, 114, 118, 119, 123, 126, 128, 138, 149, 151, 153, 156, 157, 158, 167, 168, 169, 170, 177, 180, 183, 187, 189, 194, 201, and 206.

- e. **Sampling Protocols and Quality Assurance Project Plan.** Include the sampling protocols and a Quality Assurance Project Plan (QAPP).
 - f. **Mouth of Chollas Creek Proposed Maintenance Dredging.** Provide the details of the proposed maintenance dredging expected to be performed by the U.S. Navy in the Mouth of Chollas Creek. This must include the proposed dredging footprint, vertical extent, and proposed pre- and post-dredging sampling and analyses. Describe environmental controls to be implemented to limit re-suspension and re-deposition of sediment.
 - g. **Detailed Schedule.** Include a detailed schedule for completion of all Phase 1 activities including a schedule for the proposed maintenance dredging by the U.S. Navy and submission of the Phase 1 Report as described in Directive 2 below.
2. **Implementation of the Phase 1 Work Plan.** The Dischargers shall commence with the implementation of the Phase 1 Work Plan in accordance with the detailed schedule or after **60 calendar days** following submission of the Phase 1 Work Plan, unless otherwise directed in writing by the San Diego Water Board.
 3. **Phase 1 Report.** The Dischargers shall submit a Phase 1 Report describing the results from implementing the Phase 1 Work Plan. The Phase 1 Report must include a refined Conceptual Site Model (CSM) that incorporates all of the data, identifies data gaps, and additional data needs, if any. The CSM must identify potential sources causing the impairment in the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area.

The Phase 1 Report must include a map showing the location of all current and historic storm water conveyance features including inlets, catch basins, and discharge points to the Mouth of Chollas Creek and Chollas Creek Tidally-Influenced Area. The Report must be received by the San Diego Water Board **no later than 5:00 p.m. on February 28, 2017.**
 4. **Phase 2 Work Plan.** The Dischargers must submit a Phase 2 Work Plan to investigate potential sources of impairment identified in the Phase 1 Report. The Phase 2 Work Plan must be received by the San Diego Water Board **no later than 5:00 p.m. on August 31, 2017.** The Phase 2 Work Plan must:

- a. **Potential Sources.** Provide a strategy to investigate all potential sources identified in the Phase 1 Report discharging to the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area.¹³
 - b. **Potential Pathways.** Provide an analysis of potential pathways for contaminant transport to and within the Mouth of Chollas Creek and Chollas Creek Tidally-Influenced Area.
 - c. **Map.** Include a detailed map to scale showing the location and elements of all potential pollutant sources discharging to the Mouth of Chollas Creek and Chollas Creek Tidally-Influenced Area.
 - d. **Sampling Locations.** Include sampling locations to be collected within all catch basins and similar junctions where accessible, and at intervals adequate to detect potential sources. In addition, samples must be collected at locations designed to assess contributions from potential pollutant sources such as businesses with industrial activities or other pollutant generating activities within the current MS4. The proposed sampling strategy must identify the sample number, location, and provide justification for the sampling intervals within the MS4.
 - e. **Sampling Protocols and Quality Assurance Project Plan.** Include sampling protocols and a QAPP.
 - f. **Detailed Schedule.** Include a detailed schedule for completion of all Phase 2 activities.
5. **Implementation of the Phase 2 Work Plan.** The Dischargers shall commence with the implementation of the Phase 2 Work Plan in accordance with the detailed schedule or after **60 calendar days** following submission of the Phase 2 Work Plan, unless otherwise directed in writing by the San Diego Water Board.
 6. **Phase 2 Report.** The Dischargers must submit a Phase 2 Report describing the results from implementing the Phase 2 Work Plan. The Report must include a discussion on the sources and the pathways for contaminant transport to the Mouth of Chollas Creek and the Chollas Creek Tidally-Influenced Area. The Phase 2 Report must also include a refined CSM that incorporates all of the data and conclusions based on the results of the Phase 1 and Phase 2 investigations and provide recommendations for additional work, if needed. The Phase 2 Report must be received by the San Diego Water Board **no later than 5:00 p.m. on March 15, 2018.**

¹³ This may include investigating the Chollas Creek Watershed as a potential source.

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7. **Compliance Dates.** The compliance dates for the Work Plans and Reports required by this Order are summarized in Table 3.

Table 3. Compliance Dates for Work Plans and Reports

Directive	Requirement	Due Date
1	Phase 1 Work Plan	February 29, 2016
2	Phase 1 Report	February 28, 2017
3	Phase 2 Work Plan	August 31, 2017
4	Phase 2 Report	March 15, 2018

An extension of due date(s) may be granted by the Assistant Executive Officer for good cause.

8. **Penalty of Perjury Statement.** All reports must be signed by the Dischargers' corporate officer or its duly authorized representative, and must include the following statement by the official, under penalty of perjury, that the report is true and correct to the best of the official's knowledge.

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

9. **Electronic Data Submittals.** The Electronic Reporting Regulations require electronic submission of any report or data required by a regulatory agency from a cleanup site after July 1, 2005.¹⁴ All information submitted to the San Diego Water Board in compliance with this Order is required to be submitted electronically via the Internet into the GeoTracker database <http://geotracker.waterboards.ca.gov> (GeoTracker Site ID. T10000006999). The electronic data must be uploaded on or prior to the regulatory due dates set forth in the Order or addenda thereto. To comply with these requirements, the Dischargers must upload to the GeoTracker database the following minimum information:

- a. **Electronic Report.** A complete copy of all work plans, assessment, cleanup, and monitoring reports, including the signed transmittal letters,

¹⁴ Chapter 30, division 3 of title 23 and division 3 of title 27, California Code of Regulations.

professional certifications, and all data presented in the reports.

- b. **Laboratory Analytical Data.** Analytical data (including geochemical data) for all bay sediment and water samples in Electronic Data File (EDF) format.
- 10. **Violation Reports.** If the Dischargers violate any requirement of this Order, then the Dischargers must notify the San Diego Water Board office by telephone as soon as practicable once the Dischargers have knowledge of the violation. The San Diego Water Board may, depending on violation severity, require the Dischargers to submit a separate technical report on the violation within five working days of telephone notification.
- 11. **Other Reports.** The Dischargers must notify the San Diego Water Board in writing prior to any Discharger's facilities' activities that have the potential to cause further migration of pollutants.
- 12. **Provisions.**
 - a. **Waste Management.** The Dischargers shall properly manage, store, treat, and dispose of contaminated sediments in accordance with applicable federal, State, and local laws and regulations. The storage, handling, treatment, or disposal of sediment associated with this assessment must not create conditions of nuisance as defined in Water Code section 13050(m).
 - b. **Contractor/Consultant Qualifications.** All reports, plans, and documents required under this Order must be prepared under the direction of appropriately qualified professionals. A statement of qualifications and license numbers, if applicable, of the responsible lead professional and all professionals making significant and/or substantive contributions must be included in the report submitted by the Dischargers. The lead professional performing engineering and geologic evaluations and judgments must sign and affix their professional geologist or civil engineering registration stamp to all technical reports, plans, or documents submitted to the San Diego Water Board.
 - c. **Laboratory Qualifications.** All samples must be analyzed by California State-certified laboratories using methods approved by the United States Environmental Protection Agency (USEPA) for the type of analysis to be performed. All laboratories must maintain Quality Assurance/Quality Control (QA/QC) records for the San Diego Water Board to review.
 - d. **Laboratory Analytical Reports.** Any report presenting new analytical data is required to include the complete Laboratory Analytical Report(s). The Laboratory Analytical Report(s) must be signed by the laboratory

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director and contain:

1. Complete sample analytical reports;
2. Complete laboratory QA/QC reports;
3. A discussion of the sample and QA/QC data; and
4. A transmittal letter that indicates whether or not all the analytical work was supervised by the director of the laboratory, and contains the following statement "All analyses were conducted at a laboratory certified for such analyses by the California Department of Public Health in accordance with current USEPA procedures."

13. Notifications.

- a. **Cost Recovery.** Upon receipt of invoices, and in accordance with instruction therein, the Dischargers must reimburse the San Diego Water Board for all reasonable costs incurred by the Board to investigate discharges of waste and to oversee cleanup of such waste, abatement of the effects thereof, or other remedial action, required by this Order and consistent with the estimation of work.
- b. **All Applicable Permits.** This Order does not relieve the Dischargers of the responsibility to obtain permits or other entitlements to perform necessary assessment activities. This includes, but is not limited to, actions that are subject to local, State, and/or federal discretionary review and permitting.
- c. **Enforcement Discretion.** The San Diego Water Board reserves its right to take any enforcement action authorized by law for violations of the terms and conditions of this Order.
- d. **Enforcement Notification.** Failure to comply with requirements of this Order may subject the Dischargers to enforcement action, including but not limited to administrative enforcement orders requiring the Dischargers to cease and desist from violations, imposition of administrative civil liability, pursuant to Water Code section 13268 in an amount not to exceed \$1,000 for each day in which the violation occurs, referral to the State Attorney General for injunctive relief, and referral to the District Attorney for criminal prosecution. The Dischargers are jointly and severally liable for the entire amount of the administrative civil liability. The San Diego Water Board reserves the right to seek administrative civil liability from any or all of the Dischargers.
- e. **Requesting Administrative Review by the State Water Board.** Any person affected by this action of the San Diego Water Board may petition the State Water Board to review the action in accordance with section

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13320 of the Water Code and California Code of Regulation Title 23 section 2050. The petition must be received by the State Water Board (Office of Chief Counsel, P.O. Box 100, Sacramento, California 95812) within 30 calendar days of the date of this Order. Copies of the law and regulations applicable to filing petitions will be provided upon request.¹⁵


Ordered by JAMES G. SMITH
Assistant Executive Officer

26 Oct 2015
Date

¹⁵ Nothing in this Order prevents the Dischargers from later petitioning the State Water Resources Control Board to review other future San Diego Water Board orders regarding the Mouth of Chollas Creek, including but not limited to subsequent investigative orders and/or cleanup or abatement orders, if any. Upon such petition, the San Diego Water Board will not assert that the Dischargers have previously waived or forfeited their right to petition the San Diego Water Board's action or failure to act under Water Code section 13320. Further, upon such petition, the San Diego Water Board will not assert that the Dischargers are precluded from petitioning for review of future orders by any failure to petition for review of this Order.

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.E
Mtg. Date April 5, 2016
Dept. Development Services

Item Title: Chollas Creek Diazinon, Metals, Bacteria TMDL Cost Share Agreement (FY 2015-16)

Staff Contact: Malik Tamimi, Management Analyst

Recommendation:

Adopt a resolution (**Attachment B**) approving the City's participation in the Chollas Creek Diazinon, Metals and Bacteria Total Maximum Daily Load (TMDL) Cost Share Agreement.

Item Summary:

The Chollas Creek Watershed is the City's main receiving water body. The Clean Water Act requires states to develop a list of water bodies that do not or are not expected to meet water quality standards—this list is referred to as the 303(d) list. Chollas Creek is included on the 303(d) list for a series of impairments including Diazinon, heavy metals (lead, zinc, and copper) and bacteria. Under the direction of the EPA, the state water boards are required to issue Total Maximum Daily Load (TMDL) limits for certain water bodies on the 303(d) list. Chollas Creek is one such water body and a TMDL for Diazinon, Metals and Bacteria was passed by the San Diego Regional Water Quality Control Board (RWQCB) in 2002, 2007 and 2010, respectively.

As a named party in the Chollas Creek TMDLs, the City is required to show compliance with the TMDL requirements. In past years, the City has partnered with the other governmental agencies named in the Chollas Creek TMDLs. Staff proposes to continue to partner and cost share with the other named parties, the details of which can be found in the staff report (**Attachment A**).

Fiscal Impact:

The City's share of the agreement for FY 2015-16 is \$22,868.74, which is allocated in the Stormwater Fund 26.

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:

- A. Staff Report
- B. Resolution/Exhibit 1 Cost Share Agreement

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.E

Mtg. Date April 5, 2016

Item Title: **Chollas Creek Diazinon, Metals, and Bacteria TMDL Cost Share Agreement
FY 2015-16**

Staff Contact: Malik Tamimi, Management Analyst

Discussion:

The Chollas Creek Watershed is the City's main receiving water body and is on the State's 303 (d) list of water bodies with impairments that include but not limited to Diazinon, metals (lead, zinc, and copper), and bacteria. Under the direction of the EPA, the San Diego Regional Water Quality Control Board (RWQCB) issued Total Maximum Daily Load (TMDL) limits for the Chollas Creek Watershed based on type of pollutant, level of exceedance, and frequency of exceedance. The RWQCB adopted resolutions nos. R9-2002-0123, R9-2007-0043, and R9-2010-0001 for the Chollas Creek Watershed approving an amendment to the Water Quality Control Plan for the San Diego Basin (Basin Plan) to incorporate a TMDL for Diazinon, Metals, and Bacteria respectively. The RWQCB also adopted Investigation Order No. R9-2004-0277 and Addendum No. 1, requiring the named parties to conduct water quality monitoring and prepare annual monitoring reports to assess compliance with the TMDLs.

The Diazinon and Metals TMDL names Caltrans, the United States Navy, the Port District, the County of San Diego, and the cities of San Diego, La Mesa, and Lemon Grove as the responsible parties for compliance with the orders. The Bacteria TMDL names the above mentioned parties with the exception of the Navy, which is not a named party to the Bacteria TMDL. All the named parties determined that the most cost effective way to achieve compliance with the TMDLs was to cost share the required monitoring and reporting each year.

The total cost of this cooperative effort is \$251,135. The City's share of the monitoring and the annual compliance reports for FY 2015-16 is \$22,868.74 and is budgeted for in Fund 26 Stormwater Fund.

Conclusion:

Staff recommends that the City continue to collaborate with the other named parties. Staff considers that collaborating is the least expensive and most efficient means to maintain compliance with the Diazinon, Metals, and Bacteria TMDL requirements. The City could not fund the necessary monitoring on its own. Staff recommends that the City Council approve the resolution (**Attachment B**) and authorize the City of Lemon Grove to continue to participate in the Chollas Creek Diazinon, Metals, and Bacteria TMDL Cost Share Agreement (**Attachment B Exhibit 1**).

RESOLUTION NO. 2016_____

RESOLUTION OF THE LEMON GROVE CITY COUNCIL AUTHORIZING PARTICIPATION IN THE CHOLLAS CREEK HYDROLOGIC UNIT 908.22 IMPLEMENTATION MONITORING FOR CHOLLAS CREEK DIAZINON AND DISSOLVED METALS TOTAL MAXIMUM DAILY LOADS (INVESTIGATION ORDER NO. R9-2004-0277 AND ADDENDUM NO. 1) AND CHOLLAS CREEK MONITORING FOR TOTAL MAXIMUM DAILY LOADS FOR INDICATOR BACTERIA, PROJECT I - TWENTY BEACHES AND CREEKS IN THE SAN DIEGO REGION (INCLUDING TECOLOTE CREEK) (RESOLUTION NO. R9-2010-0001)

WHEREAS, the Clean Water Act section 303(d) requires states to develop a list of water bodies that do not or are not expected to meet water quality standards after implementing technology-based controls; and

WHEREAS, the State Water Resources Control Board, as a designee of the U.S. Environmental Protection Agency, has delegated authority to the San Diego Regional Water Quality Control Board (RWQCB) for administration of the Total Maximum Daily Load (TMDL) within the boundaries of its region; and

WHEREAS, Chollas Creek is a 303(d) listed water body requiring TMDL issuance; and

WHEREAS, the RWQCB adopted Resolution No. R9-2002-0123 approving an amendment to the Water Quality Control Plan for the San Diego Basin (Basin Plan) to incorporate a TMDL for Diazinon in the Chollas Creek Watershed; and

WHEREAS, the RWQCB adopted Resolution No. R9-2007-0043 approving an amendment to the Water Quality Control Plan for the San Diego Basin (Basin Plan) to incorporate TMDLs for dissolved copper, lead, and zinc in the Chollas Creek Watershed; and

WHEREAS, the RWQCB adopted Resolution No. R9-2010-0001 approving an amendment to the Water Quality Control Plan for the San Diego Basin (Basin Plan) to incorporate the Beaches and Creeks Bacteria TMDL on February 10, 2010; and

WHEREAS, the RWQCB adopted Investigation Order No. R9-2004-0277 and Addendum No. 1, and subsequent addenda, which directs responsible parties to conduct monitoring and to furnish monitoring reports to assess compliance with the TMDLs for Diazinon and dissolved copper, zinc, lead, and bacteria; and

WHEREAS, the RWQCB has determined that the responsible parties under Resolution No. R9-2002-0123, Resolution No. R9-2007-0043, and Investigation Order No. R9-2004-0277 are the County, Caltrans, U.S. Navy, Port of San Diego, and the incorporated cities of Lemon Grove, La Mesa, and San Diego; and

WHEREAS, the RWQCB has determined that the responsible parties under Resolution No. R9-2010-0001, are the County, Caltrans, Port of San Diego, and the incorporated cities of Lemon Grove, La Mesa, and San Diego; and

WHEREAS, the City of Lemon Grove is a named party in the Chollas Creek Diazinon, Metals, Bacteria TMDLs; and

Attachment B

WHEREAS, the Chollas Creek TMDLs requires water quality monitoring and reporting;
and

WHEREAS, the City worked in collaboration with the other named parties to implement the requirements of the TMDL and wishes to continue that collaboration as well as mitigate compliance monitoring and implementation costs; and

WHEREAS, the parties have developed a cost share agreement using a formula to share monitoring and activity costs; and

WHEREAS, it is cost prohibitive and inefficient for the City of Lemon Grove to perform these compliance tasks independently; and

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

1. Approves the attached Chollas Creek Diazinon, metals, bacteria TMDL Cost Share Agreement Attachment B Exhibit 1; and
2. Authorizes the City Manager to execute said agreement.

/////

/////

Exhibit 1

COST-SHARE AGREEMENT

**Chollas Creek Hydrologic Unit No. 908.22
Implementation Monitoring for Chollas Creek Diazinon and Dissolved
Metals Total Maximum Daily Loads (Investigation Order No. R9-2004-
0277 and Addendum No. 1) and Chollas Creek Monitoring for Total
Maximum Daily Loads for Indicator Bacteria, Project I - Twenty
Beaches and Creeks in the San Diego Region (Including Tecolote
Creek) (Resolution No. R9-2010-0001)**

Fiscal Year 2016

This Cost Share Agreement (AGREEMENT) entered into by the County of San Diego (hereinafter called County), California Department of Transportation (hereinafter called Caltrans), United States Navy Commander, Navy Region Southwest (hereinafter called U.S. Navy), San Diego Unified Port District (hereinafter called Port of San Diego), and the incorporated cities of Lemon Grove, La Mesa, and San Diego, (hereinafter collectively called PARTIES and individually called PARTY), establishes the responsibilities of each PARTY with respect to conducting water quality monitoring and reporting in accordance with the Chollas Creek Dissolved Metals Total Maximum Daily Load (TMDL) Implementation Plan developed by the PARTIES to comply with Resolution No. R9-2007-0043, and in conformance with the requirements under Investigation Order No. R9-2004-0277 and Addendum No. 1, issued by the California Regional Water Quality Control Board, San Diego Region (hereinafter called SDRWQCB) and monitoring within the Chollas Creek Hydrologic Unit (HU) No. 908.22 in accordance with Resolution No. R9-2010-0001.

RECITALS

WHEREAS, the Clean Water Act (CWA) section 303(d) requires states to develop a list of waterbodies that do not or are not expected to meet water quality standards after implementing technology-based controls; and,

WHEREAS, the Chollas Creek has been listed by the State Water Resources Control Board (SWRCB) as a water quality limited segment for which TMDLs must be developed pursuant to section 303(d) in order to attain water quality objectives and restore the waterbody's beneficial uses; and,

WHEREAS, the SWRCB as a designee of the United States Environmental Protection Agency (USEPA) has delegated authority to the SDRWQCB for administration of the TMDLs within the boundaries of its region; and,

WHEREAS, the SDRWQCB adopted Resolution No. R9-2002-0123 approving an amendment to the Water Quality Control Plan for the San Diego Basin (Basin Plan) to incorporate a TMDL for Diazinon in the Chollas Creek Watershed; and,

WHEREAS, the SDRWQCB adopted Resolution No. R9-2007-0043 approving an amendment to the Water Quality Control Plan for the San Diego Basin (Basin Plan) to incorporate TMDLs for dissolved copper, lead, and zinc in the Chollas Creek Watershed; and,

Attachment B

WHEREAS, the SDRWQCB adopted Resolution No. R9-2010-0001 approving an amendment to the Water Quality Control Plan for the San Diego Basin (Basin Plan) to incorporate the Beaches and Creeks Bacteria TMDL on February 10, 2010; and,

WHEREAS, the SDRWQCB adopted Investigation Order No. R9-2004-0277 and Addendum No. 1, attached as Exhibit 1 to this Agreement and incorporated herein by reference, and subsequent addenda, which directs the PARTIES to conduct monitoring and to furnish monitoring reports to assess compliance with the TMDLs for Diazinon and dissolved copper, zinc, and lead; and,

WHEREAS, the SDRWQCB has determined that the responsible parties under Resolution No. R9-2002-0123, Resolution No. R9-2007-0043, and Investigation Order No. R9-2004-0277 are the County, Caltrans, U.S. Navy, Port of San Diego, and the incorporated cities of Lemon Grove, La Mesa, and San Diego, as outlined in Exhibit 1; and,

WHEREAS, the SDRWQCB has determined that the County, Port of San Diego, Caltrans, and the incorporated cities of Lemon Grove, La Mesa, and San Diego are responsible parties under Resolution No. R9-2010-0001 (Exhibit 2); and,

WHEREAS, the PARTIES have agreed to work together to conduct the monitoring described in the Chollas Creek Diazinon TMDL, Dissolved Metals TMDL and Bacteria TMDL Sampling and Analysis Plan 2015-2016 (Exhibit 4); and,

WHEREAS, the PARTIES recognize that expenditures will be needed to complete the Chollas Creek Diazinon TMDL and Dissolved Metals TMDL Compliance Monitoring (Exhibit 4 Section 2.0) at a cost not to exceed \$213,932 for Fiscal Year 2016. The cost will be shared among the PARTIES as indicated in Section IV.A.; and,

WHEREAS, the PARTIES, with the exception of the U.S. Navy, recognize that expenditures will be needed to complete the Beaches and Creeks Bacteria TMDL monitoring and reporting required by Resolution No. R9-2010-0001 (Exhibit 2) at a cost not to exceed \$37,203 for Fiscal Year 2016. The cost will be shared among the PARTIES, with the exception of the U.S. Navy, as indicated in Section IV.B.; and,

WHEREAS, the monitoring described in Exhibit 4 (Section 2.0) is mandatory to support compliance with the requirements of Investigation Order No. R9-2004-0277 and Addendum No. 1, and requires the participation of all PARTIES; and,

WHEREAS, the monitoring and reporting described in Exhibit 4 (Section 3.0) is mandatory to support compliance with the requirements of Resolution No. R9-2010-0001, and requires the participation of the PARTIES with the exception of the U.S. Navy; and,

WHEREAS, the PARTIES have agreed upon the scope(s) of work and cost estimates for monitoring and reporting described in Exhibit 3; and,

WHEREAS, the City of San Diego has agreed to lead the technical effort by providing project management and contract administration services for the PARTIES and has hired a mutually agreed upon consultant to perform the identified scope of work per the cost estimate described in Exhibit 3; and,

WHEREAS, the required compliance monitoring reports will be submitted to the SDRWQCB by the City of San Diego on behalf of the Responsible Agencies as outlined in Investigation Order No. R9-2004-0277 and Resolution No. R9-2010-0001.

NOW, THEREFORE, the PARTIES incorporate the Recitals set forth above and mutually agree as follows:

Attachment B

- I. **PURPOSE:** This AGREEMENT is entered into for the purpose of outlining the responsibilities of the PARTIES and funding the implementation of monitoring and reporting described in Exhibits 3 and 4.
- II. **TERM:** The term of this AGREEMENT commences on the date of the last signature of the majority of the duly authorized representatives of the PARTIES and shall run until June 30, 2016 as described in Exhibit 6, or until all of the tasks described in Exhibits 3 and 4 are completed to the satisfaction of the PARTIES, whichever is earlier.
- III. **PARTY RESPONSIBILITIES AND PARTICIPATION:**
 - A. **RESPONSIBILITIES OF CONTRACT MONITORING AND TECHNICAL LEAD:** The City of San Diego is hereby designated the Contract Monitoring and Technical Lead. As such, the City of San Diego incurs the responsibility of overall project management, administration of consultant contracts, responsibility of coordinating overall monitoring work products such as the cost share agreement, and submittal of monitoring work products on behalf of the PARTIES as required in Investigation Order No. R9-2004-0277, Resolution No. R9-2010-0001, and other administrative duties as agreed upon by the PARTIES.
 - B. **RESPONSIBILITIES OF ALL PARTIES:** Each PARTY agrees to be participatory in the monitoring and reporting required by Investigative Order No. R9-2004-0277 and Resolution No. R9-2010-0001 and will assign one (1) person to serve as the PARTY representative to participate in meetings, collaborate on developing strategies, making decisions, and reviewing work products and submittals.
- IV. **FUNDING:**
 - A. The cost of implementing the Chollas Creek Dissolved Metals TMDL monitoring and reporting described in Exhibit 3 (Task 1, 3, 5, 6 & 7) for Fiscal Year 2016 will not exceed \$213,932. The costs are shared as shown in Table 1 below and are based on a formula of 45% land area, 45% population (2010 Census data), and 10% equal division fee (Exhibit 5a) for each PARTY contributing to the Chollas Creek, as named in the Chollas Creek Dissolved Metals TMDL (Investigative Order R9-2004-0277).
 - B. The cost of implementing the Beaches and Creeks Bacteria TMDL monitoring described in Exhibit 3 (Task 2 and 4) for Fiscal Year 2016 will not exceed \$37,203. The costs are shared as shown in Table 1 below and are based on a formula of 45% land area, 45% population (2010 Census data), and 10% equal division fee (Exhibit 5b) for each PARTY contributing to the Chollas Creek, as named in the Beaches and Creeks Bacteria TMDL (Resolution No. R9-2010-0001) for the Chollas Creek Hydrologic Unit.

Attachment B

Table 1 - Chollas Creek Diazinon and Dissolved Metals TMDL Monitoring and Reporting Costs

PARTY	Task 1 and 3 – Metals/ Diazinon Monitoring and Reporting	Task 2 and 4 – Bacteria Monitoring and Reporting	TOTAL COST-SHARE
City of San Diego	\$157,381.35	\$27,594.04	\$184,975.39
City of Lemon Grove	\$19,386.78	\$3,481.95	\$22,868.74
City of La Mesa	\$17,698.71	\$3,184.42	\$20,883.13
County of San Diego	\$4,019.82	\$788.90	\$4,808.72
Port of San Diego	\$3,666.34	\$727.37	\$4,393.71
Caltrans	\$7,640.43	\$1,426.32	\$9,066.75
U.S. Navy	\$4,138.57	\$0.00	\$4,138.57

- C. Each PARTY shall pay its share of expenses within 60 days of receipt of an invoice from the Contract Monitoring and Technical Lead. An invoice for the above TOTAL cost-share amount shall be sent to each PARTY no later than May 31, 2016. Funds collected and not expended at the end of the project shall be refunded to each PARTY.
- V. **NON-COMPLIANCE WITH AGREEMENT REQUIREMENTS:** Any participant to this AGREEMENT found to be in non-compliance with the conditions of this AGREEMENT shall be solely liable for any lawfully assessed penalties resulting from such non-compliance. Failure to comply with AGREEMENT conditions within specified or agreed upon timelines shall constitute non-compliance with the AGREEMENT.
- VI. **AMENDMENTS TO THE AGREEMENT:** This AGREEMENT may be amended only by consent of all the PARTIES. No amendment shall be effective unless it is in writing and signed by the duly authorized representatives of the PARTIES.
- VII. **GOVERNING LAW:** This AGREEMENT shall be governed and construed in accordance with the laws of the State of California. If any provision or provisions shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In addition, each PARTY agrees to comply with all federal, state and local laws and ordinances applicable to the work to be performed under the terms of this AGREEMENT.
- VIII. **CONSENT AND BREACH NOT WAIVER:** No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTIES to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

Attachment B

- IX. **DISPUTES:** The PARTIES agree to mediate any dispute prior to filing suit or prosecuting suit against the other parties. In the event suit is brought upon this AGREEMENT to enforce its terms, each PARTY shall be responsible for their own attorneys' fees and costs.
- X. **LEGAL RESPONSIBILITY:** Each PARTY to this AGREEMENT (1) shall retain its legal responsibility to comply with Investigation Order No. R9-2004-0277 and Resolution No. R9-2010-0001, and (2) shall pay all fines, penalties, and costs which may arise out of such PARTY's non-compliance with Investigation Order No. R9-2004-0277 or Resolution No. R9-2010-0001.
- XI. **APPLICATION OF PRIOR AGREEMENTS:** This AGREEMENT constitutes the entire Agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.
- XII. **TERMINATION:** Termination of participation from this AGREEMENT by any PARTY shall require thirty (30) days written notice to all PARTIES prior to the effective date of termination. Termination of this agreement does not release any PARTY for obligations of Investigation Order No. R9-2004-0277 or Resolution No. R9-2010-0001, nor does it release the PARTY from their financial responsibilities as outlined in Section IV of this AGREEMENT. Upon termination, the terminating PARTY shall pay their cost share in full.
- XIII. **ENCUMBRANCE:** By reason of constraints in California law (Streets and Highways Code Sections 114 & 130) and the California Constitution (Article XVI, section 7), Caltrans encumbers an amount not to exceed \$9,066.75 as its portion of the shared cost and no further funding will be available to address the Caltrans obligations assumed under this AGREEMENT unless this Section XIII is amended by Caltrans to reflect a new enhanced funding limit. Caltrans funds are subject to legislative appropriation and availability of funds.
- XIV. **FEDERAL LAW:** This agreement is void to the extent that it is inconsistent with applicable law. Portions that are void are severable. In particular this agreement is void to the extent that it commits funds in violation of the federal anti-deficiency act or its state law equivalent. Every effort will be made to avoid construing the terms of this agreement as violations of those laws, including adjustment of payment terms and schedules by mutual agreement of the parties.

Attachment B

- EXHIBIT 1: SDRWQCB, Investigation Order No. R9-2004-0277 and Addendum No. 1
- EXHIBIT 2: SDRWQCB, Resolution No. R9-2010-0001
- EXHIBIT 3: Scope of Work: Chollas Creek Diazinon TMDL, Dissolved Metals TMDL, and Bacteria TMDL Compliance Water Quality Monitoring, Analyses, and Reporting
- EXHIBIT 4: Chollas Creek Diazinon TMDL, Dissolved Metals TMDL and Bacteria TMDL Sampling and Analysis Plan 2015-2016
- EXHIBIT 5: FY16 Discharger Shared Budget Metals Diazinon Bacteria TMDL
- EXHIBIT 6: FY16 Schedule

Attachment B

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be signed and executed the day and year first above written. This AGREEMENT may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This AGREEMENT shall become effective on the date of the last signature of the duly authorized representatives of the PARTIES.

IN WITNESS THEREOF, this AGREEMENT is executed as follows:

For the City of Lemon Grove

Date: _____

Signature

Printed Name

Title

Approved to as Form

City of Lemon Grove Attorney

Date: _____

Signature

Printed Name

Title

Attachment B

(Signature pages for the other named parties are not included here)

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.F
Mtg. Date April 5, 2016
Dept. Public Works

Item Title: Workers Compensation Insurance Coverage for Volunteers

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment A**) ratifying workers compensation insurance coverage for city approved volunteers.

Item Summary:

Staff continues to migrate the city's excess general liability and property insurance coverage to the CSAC – Excess Insurance Authority (EIA). During its discussions with the EIA it was discovered that the City has not provided a resolution detailing its past practice of providing workers compensation insurance to city volunteers to the EIA. The remaining portion of this staff report and resolution will detail the city's current volunteer program and conclude with staff's recommendation.

The City of Lemon Grove receives many benefits from the volunteer services provided by city residents, community organizations, faith based organizations and the business community. All persons who perform voluntary services, with the written approval of the appropriate department, without pay for the City of Lemon Grove are designated employees of the City of Lemon Grove for the purposes of workers compensation insurance. State Labor Code Section 3363.5 provides that the City may, by adoption of appropriate resolution, deem such volunteers to be City employees for the purposes of workers compensation laws while rendering such volunteer services. The persons not included, unless otherwise required by law, are persons who perform public or community services without remuneration pursuant to an order of the court.

Each city department shall continue to maintain a record of persons who have been approved and who perform voluntary service without pay for each respective department. The records shall include, but not be limited to, name, dates and hours of the service performed, and the description of the work generally performed.

Staff recommends that the City Council adopts the resolution (**Attachment A**) ratifying workers compensation insurance coverage for city approved volunteers.

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:

A. Resolution

Attachment A

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA RATIFYING WORKERS COMPENSATION INSURANCE COVERAGE FOR CITY APPROVED VOLUNTEERS

WHEREAS, the City of Lemon Grove receives many benefits from the volunteer services provided by city residents, community organizations, faith based organizations, and the business community; and

WHEREAS, all persons who perform voluntary services, with the written approval of the appropriate department, without pay for the City of Lemon Grove are designated employees of the City of Lemon Grove for the purposes of workers compensation insurance; and

WHEREAS, State Labor Code Section 3363.5 provides that the City may, by adoption of appropriate resolution, deem such volunteers to be City employees for the purposes of workers compensation laws while rendering such volunteer services; and

WHEREAS, the persons not included, unless otherwise required by law, are persons who perform public or community services without remuneration pursuant to an order of the court; and

WHEREAS, the City Council supports providing workers compensation insurance coverage for volunteers of the City.

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

1. Ratifies workers compensation insurance coverage for city approved volunteers; and
2. Directs the City Manager or designee to notify CSAC-EIA.

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**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.G
Mtg. Date April 5, 2016
Dept. Public Works

Item Title: Acceptance of the Palm and Golden Avenue Improvement Project

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (Attachment A) accepting the Palm and Golden Avenue as complete.
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Item Summary:

On November 17, 2015, Crest Equipment, Inc. was awarded the Palm and Golden Avenue Improvement Project (Contract No. 2016-06) with a bid cost of \$730,501.25 and a project budget (including material testing and construction inspection by Ninyo and Moore for \$22,000 and contingency) not to exceed \$827,751.25.

Since the project was awarded, there have been two change orders. Change order no. 1 was issued to Ninyo and Moore to increase the materials testing and construction inspection services at a cost of \$24,000 and change order no. 2 was issued to Crest Equipment, Inc. in responses to an adjustment in quantities and bid items such as the addition of an ADA ramp, additional asphalt concrete pavement, truncated domes and curb drains at a cost of \$24,720.19. The final project cost, which came in under budget, including inspection and testing, totaled \$801,221.44. On March 31, 2016, staff completed the final inspection of the improvements and determined the work was completed per the contract specifications.

Staff recommends that the City Council adopt a resolution (**Attachment A**) accepting the work as complete, authorize the City Manager or designee to file a notice of completion with the County of San Diego, and authorize staff to release the retention no sooner than thirty (30) days after the notice of completion has been filed.

Fiscal Impact:

Safe Routes to School grant funds and Transnet funds were used to fund this project.

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:

A. Resolution

Attachment A

RESOLUTION NO. 2016 -

RESOLUTION OF THE LEMON GROVE CITY COUNCIL ACCEPTING THE PALM AND GOLDEN AVENUE IMPROVEMENT PROJECT (CONTRACT NO. 2016-06) AS COMPLETE

WHEREAS, on November 17, 2015, the City Council awarded the Palm and Golden Avenue Improvement Project (Contract No. 2016-06) to Crest Equipment, Inc.; and

WHEREAS, staff approved two change orders totaling \$48,720.12, which increased the original contract price, including material testing and construction inspection, from \$752,501.25 to \$801,221.44; and

WHEREAS, the final project cost, including material testing and construction inspection, came in under budget at \$801,221.44 and was adequately funded from Safe Routes to School grant funds and Transnet funds; and

WHEREAS, on March 29, 2016, Crest Equipment, Inc. completed the scope of work as defined by the original contract and change orders; and

WHEREAS, City staff inspected all of the improvements and determined that Crest Equipment, Inc. fulfilled its contractual obligations.

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

1. Accepts the work for the Palm and Golden Avenue Improvement Project (Contract No. 2016-06) as complete; and
2. Authorizes the City Manager or designee to file a notice of completion with the County of San Diego; and
3. Authorizes city staff to release the retention no sooner than thirty (30) days after the notice of completion is filed.

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**LEMON GROVE CITY COUNCIL, LIGHTING DISTRICT BOARD, SANITATION DISTRICT
BOARD, AND LEMON GROVE SUCCESSOR AGENCY
AGENDA ITEM SUMMARY**

Item No. 2. A
Mtg. Date April 5, 2016
Dept. City Manager Office & Finance

Item Title: **Fiscal Year 2015-16 Mid-Year Budgets**

Staff Contact: Gilbert Rojas, Interim Finance Director

Recommendation:

Adopt resolution approving Fiscal Year 2015-16 Mid-Year Budgets and authorizing the replacement of the Principle Planner position with either an Associate Planner or Senior Planner position for the City of Lemon Grove.

Item Summary:

On June 2, 2015 the City Council adopted the Fiscal Year 2015-16 Consolidated Operating & Capital Budget for the City, Lighting District, Sanitation District, and Successor Agency. The staff report (**Attachment A**) addresses proposed midyear changes to the General Fund, General Reserve Fund, and the Gas Tax Fund.

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:

- A. Staff Report
- B. Resolution – Mid Year Budgets and Classification Change
- C. Exhibits

**LEMON GROVE CITY COUNCIL, LIGHTING DISTRICT BOARD, SANITATION DISTRICT
BOARD, AND LEMON GROVE SUCCESSOR AGENCY
STAFF REPORT**

Item No. 2. A

Mtg. Date April 5, 2016

Item Title: **Fiscal Year 2015-16 Mid-Year Budgets**

Staff Contact: Gilbert Rojas, Interim Finance Director

Discussion:

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

General Fund & General Reserve Fund

The following table compares the adopted FY 2015-16 General Fund and General Reserve Budgets with the proposed midyear adjustments into the totals. The combined ending balance complies with City Council Resolution No. 3111 reserving a minimum of 25% of General Fund operating expenditures (\$2,979,000).

Fund	FY 2015-16	
	Adopted	Proposed
<u>General Fund</u>		
Balance Forward	\$ 2,257,600	\$ 2,891,349
Revenue	11,813,700	11,888,700
Expenditures	(11,917,100)	(11,964,600)
Transfers	393,800	349,300
Ending Balance	<u>\$ 2,548,000</u>	<u>\$ 3,164,749</u>
<u>General Reserve Fund</u>		
Balance Forward	\$ 1,242,900	\$ 1,343,435
Revenue	4,400	4,400
Expenditures	(264,700)	(844,146)
Ending Balance	<u>\$ 982,600</u>	<u>\$ 503,689</u>
<u>Total Combined Ending Balances</u>		
	\$ 3,530,600	\$ 3,668,438

Staff recommends that the General Fund revenues be increased in total by \$75,000. This entails an increase in the Vehicle License Fee (\$61,000), Franchise Fees (\$30,000), Building Permits (\$150,000), Transient Occupancy Tax (\$34,000) and a decrease in Sales Tax (\$200,000). All proposed changes are a result of the activity within the first seven months of the Fiscal Year.

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

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

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

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

The General Reserve Fund Appropriations (Expenditures) should be increased in total by \$579,446. This would include the \$558,946 reimbursement to San Diego County RPTTF (Redevelopment Fund) which was an agreement with the State Department of Finance that the City Council approved in December, 2015. Staff is also recommending an increase to the Vacation Payoff (\$8,000) amount due to the larger then expected turnover rate for the first six months of the Fiscal Year. The City budgeted \$30,000 for an animal control vehicle, however the bids came in significantly higher then expected. Staff is requesting an additional \$30,000. There was \$17,500 set aside for the City Manager recruitment but, the cost of the recruitment was paid for from the professional services account within the General Fund. So this amount can be eliminated from the budget.

Gas Tax Fund

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

The attached Exhibits further clarify the proposed changes.

Conclusion:

Staff recommends approval of the midyear adjustments and the appropriate Resolution.

RESOLUTION NO. 2016-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING THE CITY OF LEMON GROVE MID-YEAR BUDGET FOR FISCAL YEAR 2015-
2016 AND AUTHORIZING EXPENDITURES THERETO**

WHEREAS, on June 2, 2015 the City Council adopted Resolution No. 2015-3338 approving the Consolidated Budget for Fiscal Year 2015-16; and

WHEREAS, said Budget warrants revision to reflect new information regarding revenue and expenditure projections; and

WHEREAS, said Budget warrants revision to reflect actions taken by the City Council since its adoption that affect the budget; and

WHEREAS, the City Council has reviewed the proposed revisions.

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

- 1.) Approves the Lemon Grove Fiscal Year 2015-16 Mid-Year Budget (Exhibit 1); and
Authorizes expenditures thereto;
- 2.) Approves the job description for the position of Associate Planner/Senior Planner.

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CITY OF LEMON GROVE

Class Title: Associate Planner
Department: Development Services

GENERAL PURPOSE

Under general supervision, performs a variety of professional planning functions; involving current and advance planning programs and special projects, and provides assistance to the Principal Planner and Development Services Director.

SUPERVISION RECEIVED AND EXERCISED

This position receives direction from Development Services Director and may be given direction by the Senior and Principal Planner.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist in implementing City Council's annual goals.
- Assist in the development and implementation of the City's General Plan objectives.
- Serve as project planner in current and advanced planning projects. Assist, review, analyze, and process applications for planning permits (e.g., subdivision use permits, variances, zone reclassifications and General Plan amendments).
- Conduct building plan and engineering permit reviews for compliance with zoning regulations and planning matters.
- Prepare and processes environmental review on proposed projects.
- Assist in the evaluation of environmental impact reports for accuracy and sufficiency and prepare reports and recommendations thereon.
- Assist in the preparation of grant applications and manages grants awarded.
- Participate in assisting the public at the front counter; receives, review and approve development applications and proposals, confer with and advise contractors, developers, architects, engineers and the general public.
- Assist in the development of City ordinances and policies relating to zoning and planning.
- Conduct field inspections, review development sites to ensure code compliance related to development requirements, recommend improvement and rehabilitations programs.
- Research and prepare written staff reports on planning matters including zonings, environmental impact reports, parcel maps, tentative subdivision maps, planned unit developments, conditional use permits, and variances.
- Prepare and conduct presentations and make recommendations and answer questions from the City Council, appointed groups, and the general public. Interpret City codes and ordinances
- Attend various committee meetings. Serve as liaison to the general public and outside organizations.
- Assist in the preparation of comprehensive planning documents.
- Instruct and check the work of less-experienced planning staff.
- Oversee the work of consultants; draft requests for proposals or qualifications; monitor consultant contracts and project budgets.
- Respond to issues and questions from the City Manager.
- Provide professional customer service.

Attachment B

- Coordinate with staff, appointed groups, consultants and the general public.
- Prepare graphics and research documents related to planning and economic development.
- Assist the Code Enforcement, Engineering, and Storm Water Divisions in zoning related matters.
- Write memoranda and correspondence as required.
- Performs other duties as assigned.

EDUCATION AND EXPERIENCE

Any combination equivalent to the education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Two years of experience in municipal planning or the equivalent.
- Bachelor's degree from an accredited college or university with major course work in Planning, Civil Engineering, Architecture, Landscape Architecture, or Public Administration.
- Other experience and education related to development projects and comprehensive planning documents is highly desirable.
- AICP is highly desirable.
- GIS experience is highly desirable.

LICENSES OR CERTIFICATION

Possession of a valid Class C California driver's license

KNOWLEDGE OF:

- Principles, practices and trends of public planning.
- Engineering drawing and topographic mapping.
- City, state, and federal laws and regulations pertaining to land use, environmental impact and municipal capital improvements.
- Methods and techniques of analysis, effective technical report preparation and presentation.
- Modern office procedures, methods and equipment, including computer equipment; and supporting software applications.

ABILITY TO:

- Collect, tabulate and compute planning statistics utilizing Microsoft Word and Excel and ArcGIS;
- Interpret, analyze, apply, implement and explain pertinent federal, state and local laws, codes and regulations including City codes and departmental policies and administrative directives;
- Utilize engineering and architectural scale to read plans;
- Conduct field inspections;
- Conduct planning and zoning related research;
- Present effective presentations before deliberative bodies such as a City Council;
- Establish and maintain effective working relationships with staff and the public;
- Communicate effectively in writing and orally;
- Provide excellent customer service; and
- Work in a multi-cultural environment and as a unifying team member.

TOOLS AND EQUIPMENT USED

Basic office equipment including: office telephone, personal computer, printer, digital camera, facsimile, and copier.

PHYSICAL DEMANDS

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Requires frequent lifting, pulling, and/or pushing objects that are 20 pounds. Required to work at a computer for prolonged periods of time generating reports and documents. Frequently required to sit, stand, reach, lean, twist, turn, bend and kneel, use hands to finger, handle, grasp, feel or operate objects, sit for prolonged periods of time. Hear and speak to vendors, the general public and City staff on the telephone and in person. Read documents, specifications, reports, contracts, correspondence, memoranda, and other records. Requires vision (which may be corrected) to read small print often found on documents. Operate office equipment.

Work Environment

- Generally quiet office environment that can be fast paced;
- Field work may be required;
- May be exposed to inclement weather; and
- Travel from site to site, use of personal vehicle may be required.

GUIDELINES

The duties listed above are intended only as illustrations of the various types of work that may be performed. The list may not include all required duties. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Lemon Grove City Council:



CITY OF LEMON GROVE

Class Title: Senior Planner
Department: Development Services

GENERAL PURPOSE

Under limited supervision, performs a variety of professional planning functions; involving current and advance planning programs and special projects, and provides assistance to the Principal Planner and Development Services Director.

SUPERVISION RECEIVED AND EXERCISED

This position receives direction from Development Services Director and may be given direction by the Principal Planner.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist in implementing City Council's annual goals.
- Assist in the development and implementation of the City's General Plan objectives.
- Serve as project planner in current and advanced planning projects. Assist, review, analyze, and process applications for planning permits (e.g., subdivision use permits, variances, zone reclassifications and General Plan amendments).
- Conduct building plan and engineering permit reviews for compliance with zoning regulations and planning matters.
- Prepare and process environmental review on proposed projects.
- Evaluate environmental impact reports for accuracy and sufficiency and prepare reports and recommendations thereon.
- Prepare grant applications and manages grants awarded.
- Participate in assisting the public at the front counter; receives, review and approve development applications and proposals, confer with and advise contractors, developers, architects, engineers and the general public.
- Assist in the development of City ordinances and policies relating to zoning and planning.
- Conduct field inspections, review development sites to ensure code compliance related to development requirements, recommend improvement and rehabilitations programs.
- Research and prepare written staff reports on planning matters including zonings, environmental impact reports, parcel maps, tentative subdivision maps, planned unit developments, conditional use permits, and variances.
- Prepare and conduct presentations and make recommendations and answer questions from the City Council, appointed groups, and the general public. Interpret City codes and ordinances
- Attend various committee meetings. Serve as liaison to the general public and outside organizations.
- Assist and prepare comprehensive planning documents.
- Supervise intern staff.
- Supervise Planning Division during Director's absence.
- Instruct and check the work of less-experienced planning staff; may provide work to others on a project basis.

- Oversee the work of consultants; draft requests for proposals or qualifications; prepare consulting agreements; monitors consultant contracts and project budgets.
- Respond to issues and questions from the City Manager, Council appointed groups.
- Provide professional customer service.
- Coordinate with staff, City Council, appointed groups, consultants and the general public.
- Prepare graphics and research documents related to planning and economic development.
- Assist the Code Enforcement , Engineering, and Storm Water Divisions in zoning related matters.
- Write memoranda and correspondence as required.
- Perform other duties as assigned.

EDUCATION AND EXPERIENCE

Any combination equivalent to the education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

- Five years of experience in municipal planning or the equivalent.
- Bachelor's degree from an accredited college or university with major course work in Planning, Civil Engineering, Architecture, Landscape Architecture, or Public Administration.
- A Master's degree from an accredited college or university with major course work in Planning, Civil Engineering, Architecture, Landscape Architecture, or Public Administration is highly desirable.
- Other experience and education related to development projects and comprehensive planning documents is highly desirable.
- AICP is highly desirable.
- GIS experience is highly desirable.
-

LICENSES OR CERTIFICATION

Possession of a valid Class C California driver's license

KNOWLEDGE OF:

- Principles, practices and trends of public planning.
- Engineering drawing and topographic mapping.
- City, state, and federal laws and regulations pertaining to land use, environmental impact and municipal capital improvements.
- Methods and techniques of analysis, effective technical report preparation and presentation.
- Modern office procedures, methods and equipment, including computer equipment; and supporting software applications.

ABILITY TO:

- Supervise entry level staff;
- Collect, tabulate and compute planning statistics utilizing Microsoft Word and Excel and ArcGIS;

Attachment B

- Interpret, analyze, apply, implement and explain pertinent federal, state and local laws, codes and regulations including City codes and departmental policies and administrative directives;
- Utilize engineering and architectural scale to read plans;
- Conduct field inspections;
- Conduct planning and zoning related research;
- Present effective presentations before deliberative bodies such as a City Council;
- Establish and maintain effective working relationships with staff and the public;
- Communicate effectively in writing and orally;
- Provide excellent customer service; and
- Work in a multi-cultural environment and as a unifying team member.

TOOLS AND EQUIPMENT USED

Basic office equipment including: office telephone, personal computer, printer, digital camera, facsimile, and copier.

PHYSICAL DEMANDS

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Requires frequent lifting, pulling, and/or pushing objects that are 20 pounds. Required to work at a computer for prolonged periods of time generating reports and documents. Frequently required to sit, stand, reach, lean, twist, turn, bend and kneel, use hands to finger, handle, grasp, feel or operate objects, sit for prolonged periods of time. Hear and speak to vendors, the general public and City staff on the telephone and in person. Read documents, specifications, reports, contracts, correspondence, memoranda, and other records. Requires vision (which may be corrected) to read small print often found on documents. Operate office equipment.

Work Environment

- Generally quiet office environment that can be fast paced;
- Field work may be required;
- May be exposed to inclement weather; and
- Travel from site to site, use of personal vehicle may be required.

GUIDELINES

The duties listed above are intended only as illustrations of the various types of work that may be performed. The list may not include all required duties. The omission of specific duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Approved by Lemon Grove City Council:

Exhibit 1

General Fund

Beginning Fund Balance

\$2,891,349

Revenue

Original Budget

\$11,813,700

Mid-Year Adjustments

Vehicle License Fee 61,000

Franchise Fees 30,000

Building Permits 150,000

Transient Occupancy Tax 34,000

Sales Tax (200,000)

Total Mid-Year Adjustments 75,000

Total Revised Revenue Budget

\$11,888,700

Expenditures

Original Budget

\$11,917,100

Mid-Year Adjustments

City Attorney Code Enforcement 45,000

Public Works Capital Outlay 2,500

Total Mid-Year Adjustments 47,500

Total Revised Expenditure Budget

\$11,964,600

Transfers

Original Budget

\$393,800

Mid-Year Adjustments

From Gas Tax Fund for Administration (44,500)

Total Mid-Year Adjustments (44,500)

Total Revised Transfer Budget

\$349,300

Ending Fund Balance

\$3,164,749

Exhibit 1

General Fund Reserve

Beginning Fund Balance	\$1,343,435
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Revenue

Original Budget	\$4,400
------------------------	----------------

Mid-Year Adjustments

Total Mid-Year Adjustments	0
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Total Revised Revenue Budget	\$4,400
-------------------------------------	----------------

Expenditures

Original Budget	\$264,700
------------------------	------------------

Mid-Year Adjustments

Pass Thru Payment to County	558,946
-----------------------------	---------

Vacation Payoff	8,000
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Animal Control Vehicle	30,000
------------------------	--------

City Manager Recruitment	(17,500)
--------------------------	----------

Total Mid-Year Adjustments	579,446
----------------------------	---------

Total Revised Expenditure Budget	\$844,146
---	------------------

Ending Fund Balance	\$503,689
----------------------------	------------------

Exhibit 1

Gas Tax Fund

Beginning Fund Balance

\$96,740

Revenue

Original Budget

\$825,300

Mid-Year Adjustments

Section 2103

(79,250)

Section 2105

(10,300)

Section 2106

11,800

Section 2107

(25,500)

Total Mid-Year Adjustments

(103,250)

Total Revised Revenue Budget

\$722,050

Expenditures

Original Budget

\$799,800

Mid-Year Adjustments

0

Total Revised Expenditure Budget

\$799,800

Transfers

Original Budget

(\$44,500)

Mid-Year Adjustments

To General Fund for Administration

44,500

Total Mid-Year Adjustments

44,500

Total Revised Transfer Budget

\$0

Ending Fund Balance

\$18,990

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 2.B
Mtg. Date April 5, 2016
Dept. Public Works

Item Title: Construction Management Services for the Lemon Grove Realignment Project

Staff Contact: Mike James, Public Works Director and Edgar Camerino, Project Manager

Recommendation:

Adopt a resolution (**Attachment B**) awarding an agreement to provide construction management services for the Lemon Grove Avenue Realignment Project to Infrastructure Engineering Corporation.

Item Summary:

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

Staff thoroughly reviewed IEC's proposal, cost estimate, and conducted reference checks and recommends that an agreement (**Attachment C**) is awarded to IEC for an amount not to exceed \$384,766. The project budget includes a contingency amount of \$35,000 in addition to the proposed amount of \$349,766. The staff report (**Attachment A**) further details the selection process, award recommendation, and justification for the construction management services project budget.

Fiscal Impact:

\$384,766 is budgeted from Fund 64-7130 – CIP Lemon Grove Realignment during the Fiscal Year 2015-16 through Fiscal Year 2016-17 years.

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:

- A. Staff Report
- B. Resolution with Agreement
- C. IEC Proposal

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 2.B

Mtg. Date April 5, 2016

Item Title: **Construction Management Services for the Lemon Grove Realignment Project**

Staff Contact: Mike James, Public Works Director
Edgar Camerino, Project Manager

Discussion:

In support of the city's five year capital improvement program (CIP), the city issued a request for proposals (RFP) inviting qualified construction management firms to submit a proposal as the construction manager for the Lemon Grove Avenue Realignment Project (Contract No. 2016 – 14). The RFP was publically advertised on February 25, 2016 via the eBidboard. The engineer's estimate for the project was established at \$350,000. In order to better facilitate the projects questions and requests for information the city held a mandatory pre-bid meeting on March 8, 2016. At that meeting, five firms attended. Those firms were Swinerton Management Consulting, Kleinfelder/Simon Wong Engineering, Infrastructure Engineering Corporation, Firm 4 Project Professionals Corporation, and 5Minnali Engineering Corporation.

On March 17, 2016, the City received a response to the RFP from Infrastructure Engineering Corporation (IEC) which is located in Poway, California. Staff reviewed a number of areas in order to determine if the submitting entity is a responsive and responsible bidder. In this instance, IEC successfully submitted a complete and timely proposal. All references contained in the proposal provided positive feedback and if given the opportunity to work with IEC again in the future each reference commented that it would.

While IEC was the only firm that responded to the RFP, staff does not recommend re-advertising the RFP. The following reasons support staff recommendation to award an agreement to IEC.

Project Team: IEC's proposed team collectively brings over 20 years experience per team member. Each team member focuses on key construction management tasks that include: quality assurance/quality control review, project management/construction management, mass grading inspection, site civil inspection, and geotechnical and materials engineering.

Unique Approach: IEC reviewed all available documents, plans and specifications, visited the project site, and discussed the project with city staff to formulate a plan that staff feels will assist city staff very well in order to complete this project in a timely and safe manner.

Construction Management Experience: Since 2002, IEC has provided local infrastructure engineering and construction services to multiple local entities that include:

City of Carlsbad
City of Coronado
City of Del Mar

City of Vista
City of San Diego
City of Solana Beach

Attachment A

City of La Mesa
City of Lemon Grove
City of National City
City of Oceanside

Olivenhain Municipal Water District
Padre Dam Municipal Water District
Vallecitos Water District

The most recent projects listed by IEC that area directly applicable to the LGA Realignment Project were also listed in the proposal (pages 31-35) and they included the following projects:

<i>Organization</i>	<i>Project Description</i>	<i>Value</i>
City of Solana Beach	Highway 101 West Side Imp. Project	\$6 million
City of La Mesa	Smart Growth Phase 3, Allison Ave.	\$1.3 million
City of La Mesa	Street Rehab/Utility Undergrounding	\$5.7 million
City of La Mesa	Smart Growth Phase 2, Univ. Ave.	\$1 million
City of La Mesa	Sewer Replacement/Rehabilitation	\$5 million
CALTRANS	Interstate 805 Widening	\$6.8 million

Change Order History: An interesting component of IECs proposal included a summary of change order amounts on recent projects. The projects displayed in the table shown on page 37 of Attachment C include projects that are of similar size and/or scope as the LGA Realignment project, and included the proposed construction manager from IEC.

When summarizing the four projects with a total original contract amount of \$9,354,842, the average percent total changed equaled 8.325% or \$790,875 total. And those were made with an average of six change orders per project.

Staff feels that the change order summary provided by IEC demonstrates an effective quality control program that values the plans and specifications as originally bid in each example. The average change order of 8.325% is less than the city's average project budget allocation of 10%.

Letters of Support:

Another unique component of IEC's proposal was the section that contained letters of support from private businesses and Padre Dam Water District that were impacted from construction projects. This was a critical component to the response because staff wanted to insure that any firm awarded this agreement would facilitate a clear and timely line of communication to all residents and businesses impacted by this construction project.

In moving forward, staff recommends the following project budget for the Council's consideration:

Description	Amount	Comments
Construction Management	\$349,766	
Geotech/Material Testing	\$0	\$21,566 is contained within the construction management estimate.
Contingency	\$35,000	Approximately 10% of the cost estimate
Project Budget	\$384,766	

At this time staff remains cautiously optimistic with the single response reviewed from IEC. While only one response was received, staff concluded that IEC brings forward a number of

Attachment A

benefits that will complement the city's oversight for the LGA Realignment Project. Some of those benefits include:

- Very familiar with the City, engineering staff, and has recent experience working on the most recent sewer lining project and design of the next sewer replacement project, and
- A well experienced team that is prepared and will be present to complete the project, and
- All reference checks were positive and supportive.

It was also important to predict why the four other firms that attended the mandatory pre-bid meeting did not submit a proposal. In close discussions with the City's project engineer from Rick Engineering Company the following items were identified as possible drawbacks to this project when viewed from outside firms:

- The project has a small budget for a relative large amount of coordination, and
- Multiple large entities (e.g. MTS, SANDAG, CALTRANS, SDG&E, AT&T, Helix Water District) are integrally involved in a relatively smaller construction project, and
- The private sector market is showing signs of recovering and, as a result, firms are not as aggressively seeking projects that may not yield a specific return.

In conclusion, staff feels confident that IEC has shown that it can successfully manage the LGA Realignment project. It conveyed prior relevant experience, an experienced project team, a reasonable methodology, and its proposal is in line with the City's engineer's cost estimate.

Conclusion:

That the City Council adopt a resolution (**Attachment B**) awarding an agreement (**Attachment B – Exhibit 1**) to provide construction management services for the Lemon Grove Avenue Realignment Project to Infrastructure Engineering Corporation in an amount not to exceed \$384,766.00.

Attachment B

RESOLUTION NO. 2016 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AWARDING AN AGREEMENT TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES FOR THE LEMON GROVE REALIGNMENT PROJECT TO INFRASTRUCTURE ENGINEERING CORPORATION

WHEREAS, the Lemon Grove Realignment Project was scheduled as a part of the city's five year capital improvement program; and

WHEREAS, a request for proposals was publicly advertised and one response was received from Infrastructure Engineering Corporation (IEC); and

WHEREAS, staff concluded that IEC submitted a responsive and responsible proposal in the amount of \$349,766.00; and

WHEREAS, a project budget is approved at \$384,766.00, which accounts for the construction management services (\$321,766.00), geotechnical and material testing services (\$21,566.00), and a ten percent contingency (or \$35,000); and

WHEREAS, the City Council finds it in the public interest that an agreement for said services is awarded to IEC. |

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

1. Awards an agreement (**Exhibit 1**) to IEC for \$384,766.00; and
2. Authorizes the City Manager or designee to execute agreement and manage all project documentation. |

/////
/////

Attachment B – Exhibit 1

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
INFRASTRUCTURE ENGINEERING CORPORATION**

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 Infrastructure Engineering Corporation (IEC), (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide construction management, inspection and geotechnical services for the Lemon Grove Avenue Realignment Project.

WHEREAS, the CITY has determined that the CONTRACTOR is a corporation 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 on pages 12-18 of 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 progress meetings cited in Exhibit "A" to keep staff 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

Attachment B – Exhibit 1

in services, not to exceed the total amount of Twenty Thousand Dollars (\$20,000) and extend time for completion by more than a total of fifteen (15) days.

3. PROJECT COORDINATION AND SUPERVISION.

Edgar Camerino hereby is designated as the Project Coordinator 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. Scott Adamson 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 (including project contingency funds) shown on page 18 of Exhibit "A" shall not exceed three hundred eighty-four thousand seven hundred sixty-six dollars (\$384,766) (the Base amount) without prior written authorization from the Edgar Camerino. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with Exhibit "A" as determined by and in the sole discretion of the CITY.

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

5. LENGTH OF AGREEMENT. This agreement will last three hundred sixty-five DAYS (365) days from the approved and executed date or until all work has been completed by the CONTRACTOR and accept by the DISTRICT, which even occurs first.

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.

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

Attachment B – Exhibit 1

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

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

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

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

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

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

Attachment B – Exhibit 1

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

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

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.

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

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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.

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 CONSULTANT, 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.

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15. **WORKERS' COMPENSATION.** The CONTRACTOR shall comply with all of the provisions of the Workers' 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.

16. **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 non-owned vehicles.

C. Comprehensive general liability insurance, with minimum limits of \$1,000,000 combined single limit per occurrence, covering all bodily injury and property damage arising out of its operation under this Agreement.

D. Workers' compensation insurance covering all of CONTRACTOR's employees.

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. 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.

G. If 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.

H. Any aggregate insurance limits must apply solely to this Agreement.

I. 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

J. This Agreement shall not take effect until certificate(s) or other sufficient proof that these insurance provisions have been complied with, are filed with

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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.

17. **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.

For purposes of determining who is to be considered the prevailing party, it is stipulated that attorney's fees incurred in the prosecution or defense of the action or suit shall not be considered in determining the amount of the judgment or award. Attorney's fees to the prevailing party if other than the CITY shall, in addition, be limited to the amount of attorney's fees incurred by the CITY in its prosecution or defense of the action, irrespective of the actual amount of attorney's fees incurred by the prevailing party.

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

19. **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

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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.

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

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

To the CONTRACTOR: Scott Adamson
Infrastructure Engineering Corporation
14271 Danielson Street
Poway, CA 92064

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.

21. **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

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

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

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

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

22. **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.

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

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

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

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

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

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

CITY OF LEMON GROVE

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

By: _____
Lydia Romero

City Manager
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

(Name)

(Title)

(Date)

APPROVED AS TO FORM:

By: _____
James Lough

City Attorney
(Title)

(Date)

By: _____
(Name)

(Title)

(Date)

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Project Approach

Exhibit 'A'

Introduction

Our overriding approach to successful construction management of the Lemon Grove Avenue Realignment Project is first and foremost to observe and document that the project meets the contract requirements and that the project is completed on time and within budget. IEC's Construction Management and Inspection team has a successful history of providing "full service" management and inspection of similar construction projects. IEC's philosophy is to protect the owner's interests, be fair and understanding of the contractor's issues, and document that the Owner receives a quality product. By facilitating open dialogue between the Owner, Designer, Contractor, and CM team our experience is that most issues can be resolved quickly and easily with minimal adverse impact to the project.

Project Approach

Task 1 - Pre-Construction Phase

IEC's approach to Construction Management is divided into three phases; Pre-Construction, Construction, and Post-Construction. Using this process, the construction management activities will be well coordinated and proceed expeditiously.

Prior to the project being advertised for bid, our Construction Manager, Mr. Scott Adamson will assist the City with review of the contract documents. He will draw on his experience with many similar projects and provide comments regarding items he feels may leave the City exposed to possible claims or schedule impacts. He will also develop an anticipated construction schedule, identifying major milestones and phasing of the overall project.

As part of the pre-construction phase IEC will also develop for the City's approval, construction forms and communication processes that will be used on the project. Given the overall transportation nature of the project, IEC would suggest that a filing system similar to that presented in the Caltrans Construction Management Manual be used.

Following award of the contract IEC will coordinate and lead a pre-construction conference with the City, Construction Team, Designers, and outside agencies. We will reinforce to the Contractor that the project will be administered in strict accordance with the contract, plans and specifications. The goal of the pre-construction conference will be used to establish a good working relationship and understanding of project requirements that will be used throughout the project.

IEC's construction manager will be available to assist the City in reviewing the Contractor's general condition submittals, such as the initial CPM schedule, Caltrans encroachment permit requirements, Traffic Control submittals, and Schedule of Values. The CPM schedule will be evaluated for appropriate tasks including lead times, milestones, and a logical path that will result in the project being completed within the allotted contract duration. The awarded Contractor submitted Schedule of Values will also be reviewed for compliance to the Contract Specifications to assess whether the project costs are unusually front end loaded as opposed to distributed equitably in compliance with the approved CPM schedule.

Task 2 - Construction Phase

2.1 Document Control

As a tool to facilitate communications on the project IEC proposes to administer the project using a cloud based project management system. We would utilize Virtual-Project Manager (VPM) which IEC can provide to the City at no additional charge. This user-friendly cloud based program provides current project information to invited members through a password system. The system is accessed through the Internet and no special software is required. The systems can be set up to allow users different levels of access or view only access. The web site will store project information including daily reports, photos with descriptions, submittals, RFIs, logs, schedules,

plans, specifications, progress reports, and any other project information. It can be used as an information only tool or can be used to quickly send and process submittals/RFIs and design changes, etc. We've found that these systems can greatly streamline the project administration making the RFI and submittal process much faster than traditional paper only distribution.

2.2 Contract Administration

During the construction phase of the project, our Construction Manager will maintain our firm but fair policy in dealing with the Contractor. Our approach is to be diligent in observing the work and documenting good workmanship. We will stay ahead of the Contractor by alerting him to special project requirements such as the City's standards and testing requirements, public notification requirements, and coordination with other outside agencies such as Caltrans, MTS, and Helix Water District. IEC's Construction Manager will also make a point of working closely on a day to day basis with the Construction team to anticipate and overcome obstacles that may adversely affect the schedule or impact public convenience.

Our Construction Manager will be responsible for coordinating and leading progress meetings with the City, Design Engineer, Contractor, and outside agencies representatives. Meetings items will include at a minimum a four-week look ahead review of the Contractor's schedule, current submittals and RFI's, outstanding change-order or field order issues, review of safety and storm water issues on the site, and discussion of public outreach efforts that may need to be made, as well as coordination with utilities and outside agencies.

Immediately prior to commencement of construction our Construction Manager will meet with affected business managers and property owners surrounding the site. Our Construction Manager will maintain regular contact with these stakeholders and provide them with one central contact with regards to their concerns or complaints. We understand the sensitivity of the nature of the surrounding neighborhood on the job and it will be our Construction Manager's responsibility to stay out ahead of the Contractor and mitigate complaints with a proactive approach.

In addition to meeting with City residents, our Construction Manager will communicate regularly with franchise utility and outside agency representatives. Mr. Adamson works regularly with the local franchise utility agencies such as Helix Water District and SDG&E and understands the importance of keeping them up to date on the project as well working with them to protect their infrastructure. Mr. Adamson is also experienced working adjacent to and within the MTS right-of-way, is rail safety certified, and familiar with scheduling and coordinating MTS flaggers and safety personnel. He will work with MTS and the contractor to develop an acceptable ground settlement monitoring procedure, and verify that the procedure is followed to MTS satisfaction.

Utilizing VPM project management system presented above our Construction Manager will closely track and coordinate project documentation. He will verify that contractor submittals and RFIs are dealt with expeditiously in order to help facilitate the Contractor's work efforts. Claims for additional work will be reviewed against the contract documents for validity, accuracy, and method of computing. Valid claims for additional work will be brought to the City with a recommendation. Invalid claims will be rejected. The key to avoiding unnecessary claims and schedule delays is our timely response to Contractor submittals and inquiries.

IEC's Construction Manager will review the Contractor's monthly pay requests. IEC will require detailed descriptions and locations for quantities requested and review these against our own field records to document that only items installed are being invoiced. In anticipation of possible audits from grant funding agencies, all progress payments will be filed with detailed back-up documentation such as materials tickets and graphical records of locations and quantities measured and billed in each billing cycle. Unless approved by the City, no "materials on site" will be paid until installed without the City's prior approval. Budget control and cost forecasting reports will be submitted monthly to the City for review.

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The Contractor's monthly CPM schedules will be closely reviewed by our Construction Manager for project items and dates and compliance with the Contract Documents including time for submittal reviews and long lead items. These reviews will be performed and submitted with each monthly progress payment. If discrepancies are discovered, the Contractor will be notified to re-submit an accurate CPM schedule. In addition, the Construction Manager will review the Contractor's as-built drawings. If the updated schedule and as-built drawings are not adequate, a day in the progress payment may occur.

Labor compliance monitoring will be done by our Construction Manager. The Contractor's certified payroll records will be uploaded to the VPM system and records will be reviewed to verify that proper documentation has been submitted for each week. Records will also be periodically compared to our daily reports to verify that personnel hours and classifications are being recorded correctly. Our Construction Manager will also conduct periodic labor interviews utilizing the Caltrans labor compliance form.

2.3 Construction Inspection Services

As briefly presented in our Statement of Qualifications, IEC has teamed with Southern California Soil & Testing (SCS&T) to provide site inspection services. It's our opinion that the first portion of the project will be primarily grading which will require a geotechnical inspection professional with the equipment and capability to perform compaction testing to be on site full time. In order to minimize the duplication of efforts, SCS&T has committed one of their most experienced inspectors to be on site and act as the overall site inspector during this period. Our construction manager, Mr. Scott Adamson will also be on site daily to work closely with the SCS&T provided inspector to ensure that all required documentation is being performed as well as assisting with inspections outside of a geotechnical nature.

As the project progresses from grading to underground utility installation and surface improvement installation phases, IEC will mobilize one of our Senior Construction Inspectors, Mr. Thomas Schechter to provide day to day inspection services. At that point compaction testing and materials sampling will be done on an as-needed basis by SCS&T.

Regardless of whom the primary inspector may be at any given time, IEC will manage this project with the same proven construction inspections methods we have developed over the course of many similar projects. Our inspectors will be on site daily to monitor construction activities and materials for compliance with approved plans, specifications, and submittals, documenting that the proper QA/QC testing and inspection is done, maintaining constant communication with the contractor and CM staff, and documentation of daily activities through the preparation of a detailed daily report and photo documentation. The following is a list of the minimum items our inspectors will be monitoring on a daily basis and noting in their dailies:

- Track the contractor's labor, equipment, and materials used on the project.
- Verify proper signage, detours, and road closures have been installed per the approved Traffic Control Plan.
- Verify that proper notification and "No Park" procedures are being followed.
- Verify job-site conditions and activities are in conformance with the various encroachment permit requirements.
- Document that construction activities are not violating environmental or discharge requirements.
- Review that potholing of existing utilities has been completed and conflicts have been checked prior to allowing trenching operations.

- Spot-check elevations and staking in order to verify installations match the approved plans.
- Verify that Materials and Equipment match the Approved Submittals
- Document that Materials arrive at the site undamaged and are properly stored.
- Review the Bypass system on a daily basis to observe that the Contractor is operating according to the approved Bypass plan and that the system is in good working order.
- Perform daily photo documentation of all major construction activities taking place, as well as any items identified as a potential claim.
- Track time and materials utilized in Force Account work or disputed work for future evaluation of Change Requests.
- Maintain a separate red-line set of drawings detailing actual construction of the project for review with the Contractor's own red-lines.

Due to the heavy commuter traffic flows on Lemon Grove Avenue and Broadway, IEC understands that traffic control will be an item of extreme importance. IEC inspectors will make sure they have the current approved traffic control plans with them while on site and review signage and detours on a daily basis. Suggestions for improvement will be brought to the City's and Contractor's attention for review and possible implementation. Traffic control inspection will also include monitoring the posting of "No-Park" signs. Reviewing the indicated dates and making sure they give clear direction to the residents as well as making sure that no more than the area needed is posted. Our Inspector will also coordinate closely the Caltrans inspection staff to verify that conditions of the encroachment permit are being implemented.

Pre-existing site conditions will be documented utilizing a digital camera. By using video format, items of interest will be shown in context and locations will be easily identified for future reference. During construction, our inspectors will document construction activities using a digital camera on a daily basis. Particular items of interest will include critical path activities of the day, potential claims, and overall site condition. Videos and photos would be uploaded to the VPM system for access by all parties throughout the project.

IEC's construction team will continually review the required notification procedures and check that these measures are being taken as the work progresses. We will also strive to identify additional measures we feel may aid the City in alleviating misunderstandings and frustration from the affected residents. Complaints from the surrounding community will be addressed promptly and noted in daily reports. We want businesses and residents completely aware of any expected impact out of the norm. IEC's goal is to address all complaints immediately to the satisfaction of the residents and business owners before the need of any further City interaction is required. In addition, IEC understands the sensitivity of constant communication with City staff regarding major complaints or incidents on the project. City staff will be immediately notified of incidents which cannot be easily and immediately resolved in the field, or which may require further involvement from City staff or Council members.

2.4 Geotechnical/Materials Testing

As previously stated IEC has teamed with SCS&T to provide geotechnical and materials testing services. Compaction testing services will be performed using the "nuclear gauge" method. SCS&T personnel will also perform materials quality control sampling and laboratory testing in conformance with the requirements of the project specifications.

Senior Materials Engineer, Mr. Scott Vacula PE will be available to provide guidance on geotechnical issues as well and recommendations regarding construction material issues that may arise on the project. Mr. Vacula will also

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be responsible to develop a materials sampling and testing plan for review and approval with the City. The plan will address construction materials to be sampled and tested as well as frequency and test types.

Task 3 - Post Construction Services

3.1 Project Close-out

IEC's construction management team understands the critical nature of this phase. Our goal is a clean and Construction Manager will take a pro-active approach at processing close out documentation including completion of final punch list items, guarantees/warranties, subcontractor liens, retention, and final acceptance/certificates of completion, orderly transfer of key records and documents, resolution of outstanding issues, final payment preparation and processing along with final acceptance of record drawings. Close-out items are important to address fully so the City has a final project that is free from encumbrances.

3.2 Final Project Documentation

Upon completion of the project, IEC will provide the City with both hard and electronic copies of project documentation. SCS&T will prepare a final as graded and materials testing report in order to document compaction testing and laboratory testing results. Our construction team will review the contractor's as-built plans for final acceptance and coordinate with the design engineer to have changes recorded.

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Fee Estimate

IEC is pleased to present this estimated fee for the Construction Management and Inspection of the Lemon Grove Avenue Realignment Project. In developing this estimate we have reviewed the Request for Proposals (RFP), project plans and specifications, visited the site, and called upon our experience with similar projects. We have also taken into account available budget presented by the City. With this in mind we have deeply discounted our standard hourly rates, and creatively teamed with Southern California Soil & Testing to provide the most cost effective proposal we could reasonably present.

Our estimated not to exceed fee for the proposed scope of work is \$ 349,766.000 (Three Hundred, Forty Nine Thousand, Seven Hundred and Sixty-six Dollars). We have also included a breakdown of anticipated hours by staff type that we feel will be dedicated to each task outlined in our scope.

As presented above the proposed schedule and corresponding fee has been based on the construction schedule parameters given by the City in the RFP and pre-proposal meeting. Our understanding is that the construction schedule is to be of a 12 calendar month duration, and constructed during a typical daily construction schedule of Monday through Friday, 7am to 4pm. Our fees will be billed on a time and material basis at the hourly rate shown, and are inclusive of all vehicle, travel, mileage, and equipment charges. The City will only pay for those services provided. Should the construction schedule be extended beyond a 12 calendar month duration, or should extended hours such as extended shifts or weekend work be required IEC will need to negotiate additional budget with the City.

Estimated Schedule	May 2016	June 2016	July 2016	Aug 2016	Sept 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	March 2017	Apr 2017	May 2017	Total Hrs
Bld Assistance	40													40
Clear & Grub		80	40	40	40	40	40	40	40	40	40	40	80	600
Grading			160	160	160	160	160	160	120	120	120	120	120	1,080
Underground Surface Improvement														
Rob Weber Principal-in-Charge	2			2			2			2			2	10
Scott Adamson Construction Mgr	40	80	40	40	40	40	40	40	40	40	40	40	80	600
Dan Ferguson Grading Inspector		80	160	160	160	160	160	160	120	120	120	120	80	940
Thomas Schechter Civil Inspector						160	160	160	120	120	120	120	120	1,080
Scott Vacula, PE Geotechnical Engineer			10	10	10	4	4	4	4	4	4	4	20	78

-26-

[illegible]



Infrastructure Engineering Corporation

March 17th, 2016

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

Reference: Construction Management, Inspection, and Geotechnical Services for the Lemon Grove Avenue Realignment Project

Dear Mr. James:

Infrastructure Engineering Corporation (IEC) has reviewed the subject RFP, Addenda and is delighted to present the attached proposal to assist the City of Lemon Grove with Construction Management and Inspection of the Lemon Grove Avenue Realignment Project. We understand that the City has been eager to implement these modifications for many years, and the staff at IEC is excited to assist the City with bringing it to fruition.

We believe we've proposed a unique approach to the management of the project. Taking into account the budgetary constraints, IEC has teamed with Southern California Soils and Testing (SCS&T) to provide a management and inspection team that can deliver the requested scope in the most efficient manner. Mr. Scott Adamson, PE, QSP/QSD will provide Construction Management services while Mr. Dan Ferguson (SCS&T) will provide day to day inspection of mass grading activities under the supervision of Mr. Adamson. Following substantial completion of mass grading activities, Mr. Thomas Schechter (IEC) will provide day to day inspection services during underground utility installation and civil improvement construction.

With Mr. Adamson's history as the go to Construction Manager for the City of La Mesa for the last eight years and previous history with the City of Lemon Grove, as well as being a local resident, we believe IEC is perfectly suited to represent the City on this project. We are deeply invested in the City's community and economic success and as members of the local community will exhibit the same level of pride of ownership as City staff.

We are committed to working with the City to deliver the highest quality of infrastructure for your customers. Our goal is simply to exceed your expectations. Thank you for the opportunity to offer our services on this project.

Sincerely,

Scott Adamson, PE, QSD
Construction Manager

Robert Weber, PE
Principal-in-Charge

Attachment C

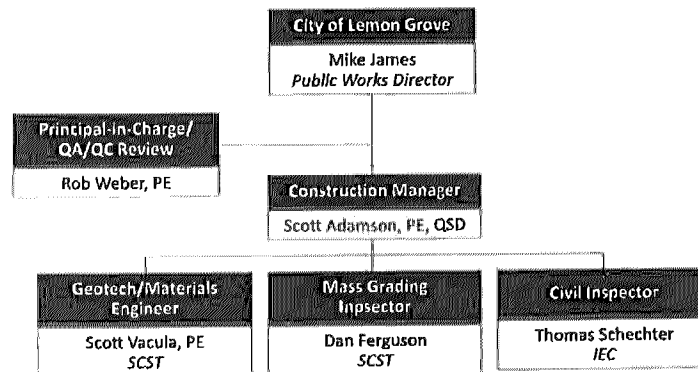
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Organizational Chart

Project Organization

IEC has reviewed the available documents, visited the project site, and has discussed the project with City Staff. Based on our understanding of the project we have assembled a highly qualified, experienced team for the City. Construction Management services will be provided by Mr. Scott Adamson, P.E. while the Inspection Services will be provided by Mr. Dan Ferguson and Mr. Thomas Schechter.



Project Team Commitments

The IEC team will make this project their priority and our team will be fully committed for the duration of the project. We understand that the availability and consistency of the team leadership are critical to the project success. The proposed team members will be available to fill these positions as requested. We will make no changes to the team's composition without express written consent and approval from the City. The following are summaries of the key staff and their roles and responsibilities on the project. Resumes for all of the team members are included in the Appendix.

Staff Biographies

Rob Weber, PE -- Principal-in-Charge & QA/QC Review

Mr. Weber has 24 years of civil engineering and project management experience on a variety of municipal and public works water, wastewater, and recycled water projects. Specific project experience includes conveyance pipelines; reservoirs and tanks, water pump stations, and sewer lift stations. He has also successfully managed several as-needed services contracts for municipalities and water/wastewater utilities. Mr. Weber is thoroughly familiar with design standards, techniques and analytical methods, bid specifications, and cost estimating. His experience extends beyond civil engineering to include securing required project permits, fostering cooperative interagency approvals, and gaining community project acceptance. Mr. Weber will provide project oversight as described in the Quality Control/Quality Assurance section of the proposal.

Scott Adamson, PE, QSD/P - Project Manager/Construction Manager

Mr. Adamson has 18 years of experience in the construction quality control and management field. During his career he has worked both in both the public and private sectors. As a public works engineer he has filled many roles including geotechnical consultant, site inspector, resident engineer, and construction manager. Mr. Adamson has been retained for the past eight years by the City of La Mesa as an extension of staff construction manager on a multitude of projects, including the three "Streetscape" projects centered around the downtown district and City Hall. His projects have included public facilities, water and sewer pipeline replacement and rehabilitation, and multifaceted streetscape improvement projects.

Attachment C

Through his past experience he has become completely familiar with challenging municipal engineering issues such as; franchise utilities, NPDES requirements, public relations, right-of-way and private property issues, council concerns, and various types of outside grant and funding requirements including FHWA and SRF funding programs. He regularly attends update seminars on Caltrans Local Assistance Procedures and Water Pollution Control requirements, as well as attending various other professional seminars through professional organizations. This on-going training allows him to support his clients and his staff with the latest information regarding the administration of their construction projects and contracts. Mr. Adamson will be on site on a daily basis, responsible to oversee and coordinate the team of professionals we've assembled for this project, identify and mitigate issues, and act as the City's contract manager.

Daniel Ferguson – Mass Grading Inspector (SCS&T)

Mr. Ferguson will provide day to day inspection services during the grading portion of the project. Mr. Ferguson has over 20 years of experience in the geotechnical and materials quality control field. His experience includes heavy highway construction within the Caltrans right of way, as well as local municipal street improvement projects, and mass grading observation within the City of Lemon Grove boundaries.

Mr. Ferguson will work under the direct supervision of our project Construction Manager, Mr. Scott Adamson. He will be on site full-time during the grading portion of the project and act as member of IEC's construction management team as well as the project geotechnical technician.

Tom Schechter – Site Civil Inspector

Mr. Schechter has over 25 years in the field of engineering and construction oversight. His range of projects have included large street improvement projects, water and recycled water pipelines, pump stations, sewer facilities, reservoirs, and drainage projects. Over the last 5 years with IEC his role has been that of Resident Engineer on two multifaceted major street renovation projects in the business districts of the City of Solana Beach and the City of La Mesa.

Following the mass grading portion of the project, Mr. Schechter will join the project as the Site Civil Inspector. Mr. Schechter will then be on site full-time, while geotechnical and materials inspection will be scheduled as needed during trench backfill, subgrade preparation, and paving operations.

Scott Vacula, PE – Geotechnical and Materials Engineer

Mr. Vacula will act as the project geotechnical and materials engineer. Mr. Vacula is a Registered Civil Engineer with 16 years of diverse industry experience ranging from municipal, infrastructure, education, healthcare, commercial facilities, and residential construction. He's responsible for project management of construction quality control and assurance programs, performing geotechnical inspections at jobsites, and reviewing material laboratory test results.

While Mr. Vacula will not be on site on a regular basis, he will be available to provide guidance on matters of a geotechnical or materials compliance nature. He will also be responsible for coordinating and verifying that compliance testing is being performed in accordance with the governing specifications.

Qualifications of the Firm/Project Descriptions

Construction Management Experience

As a firm dedicated to local infrastructure engineering and construction, IEC has provided Construction Management services to local municipalities since opening our doors in 2002. We have a proven track record of providing responsive experienced staff for all levels of service including Construction Managers, Resident Engineers, and Field Inspectors. We are known for providing staff experienced and familiar with the particular aspects of municipal engineering such as familiarity with "greenbook" and the regional standards, sensitivity to public convenience and access, and inter-agency coordination.

Our reputation for providing quality services has been confirmed by our on-going relationships with agencies throughout San Diego County. Below we have provided a list of some of the clients we've provided Construction Management services for. We've also included a short description of three current clients and a summary of the services we have been providing for them.

- City of Carlsbad
- City of Coronado
- City of Del Mar
- City of La Mesa
- City of National City
- City of Oceanside
- City of Lemon Grove
- City of Vista
- City of San Diego
- City of Solana Beach
- Ollvenhain Municipal Water District
- Padre Dam Municipal Water District
- Vallecitos Water District



Highway 101 West Side Improvement Project

AGENCY:	City of Solana Beach 635 S. Hwy 101 Solana Beach, CA 92075	CLIENT CONTACT:	Dan Goldberg PHONE: 858.720.2474 E-MAIL: dgoldberg@cosb.org
PROJECT DATES:	June 2012 – November 2013	TOTAL PROJECT VALUE:	\$6 million

PROPOSED PERSONNEL/ ROLE ON PROJECT

Scott Adamson, PE, QSD
Construction Manager

Tom Schechter
Construction Inspector

OUTSIDE AGENCIES SDG&E

Santa Fe Irrigation District

IEC was selected to provide Construction Management and Inspection services on this 6.0 million dollar streetscape project for City of Solana Beach. As part of this project IEC's Construction Manager and Inspection staff oversaw the installation of approximately 1,800 Linear Feet of new 10-inch PVC water main for the Santa Fe Irrigation District. This main was installed in a new alignment in order to replace the aging main along Hwy. 101 before the new paving was complete and move it out from under the new decorative concrete being installed as part of the project. The water main installation included the installation of 17 new water service laterals and 4 fire hydrant assemblies. These operations required close coordination with the District, affected businesses, and the contractor in order to minimize disruption to service during business hours.

This project also consisted of the removal of all existing hardscape along the west side of Highway 101 in the City's business district and replacement with new decorative concrete sidewalk, installation of approximately 3,500 Linear Feet of new 18-inch RCP stormdrain pipe, medians, and landscaping as well as installation of four new signalized intersection with video controlled signal systems. Following the installation of the underground utilities and hardscape improvements the south bound lanes of Hwy 101 through Solana Beach were overlaid with a 2-inch Rubberized Asphalt overlay and then restriped.

Attachment C



FHWA Funded, Smartgrowth Phase 3, Allison Avenue Improvement Projects

AGENCY:	City of La Mesa 8130 Allison Avenue La Mesa, CA 91942	CLIENT CONTACT:	Greg Humora, PE 619.667.1146 ghumora@ci.la-mesa.ca.us
PROJECT DATES:	June 2010 – January 2012	TOTAL PROJECT VALUE:	\$1.3 million

**PROPOSED PERSONNEL/
ROLE ON PROJECT**
Scott Adamson, PE, QSD
Construction Manager

OUTSIDE AGENCIES
SDG&E
Helix Water District
MTS
Caltrans

IEC provided construction management and inspection services for federally funded street improvement project. This was the final phase of a three phase Smartgrowth project, the primary focus of which was to provide new safer pedestrian pathways around City Hall and the two adjacent mass transit transfer station serving both the MTS Trolley and bus systems. This project included extensive street, sidewalk, and median reconstruction along Allison Avenue from University Avenue to Palm Avenue in the City of La Mesa. This project included asphalt resurfacing, decorative flatwork, signal modifications, landscaping, ADA compliance, and striping. Our construction manager provided coordination with Caltrans and FHWA throughout the projects to provide all necessary documentation to meet the requirements of the Local Assistants program as well coordinating two successful audits by FHWA. Our manager and inspector also acted as the City's representative on the project, maintaining constant communication with business owners along the alignment and fielding and resolving complaints.



2011 Collector Street Rehabilitation/Utility Undergrounding

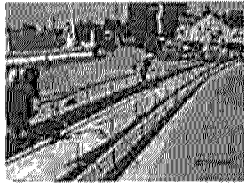
AGENCY:	City of La Mesa 8130 Allison Avenue La Mesa, CA 91942	CLIENT CONTACT:	Greg Humora, PE 619.667.1146 ghumora@ci.la-mesa.ca.us
PROJECT DATES:	June 2011 – June 2012	TOTAL PROJECT VALUE:	\$5.7 million

**PROPOSED PERSONNEL/
ROLE ON PROJECT**
Scott Adamson, PE, QSD
Construction Manager

Tom Schechter
Resident Engineer/Inspector

OUTSIDE AGENCIES
AT&T
Cox Communications
SDG&E
Helix Water District

IEC was selected by the City of La Mesa to provide Resident Engineering and Inspection services on this multi-faceted project. This project combined three separate design projects into one construction contract. These projects included a 1.1 million dollar utility undergrounding project along the Normal Avenue corridor, .5 million dollar sewer main replacement project in the City's industrial district, and a 4.1 million dollar street resurfacing project. IEC provided a CM/Resident Engineer and a full time inspector during the execution of this contract. This project required close coordination between the IEC's project team and the Contractor's management team. At times all three phases of this project were being constructed simultaneously. While insuring that construction quality standards were adhered to, IEC's personnel also interacted daily with residents regarding access issues and construction on private property, as well as minimizing public inconvenience.



Smart Growth Phase 2 – University Avenue Improvements

AGENCY:	City of La Mesa 8130 Allison Avenue La Mesa, CA 91942	CLIENT CONTACT:	Greg Humora, PE 619.667.1146 ghumora@ci.la-mesa.ca.us
PROJECT DATES:	March 2009 - August 2009	TOTAL PROJECT VALUE:	\$1.0M

**PROPOSED PERSONNEL/
ROLE ON PROJECT**
Scott Adamson, PE, QSD
Construction Manager

OUTSIDE AGENCIES
SDG&E
Helix Water District
MTS
Caltrans

IEC provided construction management and inspection services for City of La Mesa's Smart Growth Phase 2, University Ave. Improvements. This federally funded project included the installation of new decorative sidewalk, median landscaping, and improved pedestrian access items such as new signaling, brick paver crosswalks, and reduced crossing lengths at intersections. The project was located around the University Ave. and Baltimore Dr. location intersection. Construction activities included upgrade of storm drain improvements throughout the project limits, new sidewalk and pedestrian ramps, realign and architecturally upgraded median curbs/islands, upgraded traffic signals, traffic signal cabinets and /or traffic signal modification with conduit, wire, traffic signal poles, signal heads and hardware. Upgraded street lights with conduit, wire and poles. New AC pavement overlay.

This project was FHWA funded and administered by the Caltrans Local Assistance program. Our construction manager was responsible for maintaining all required documentation and records in compliance with Local Assistance procedures as well as submitting monthly reimbursement requests to Caltrans on behalf of the City. Following the completion of the project, this project was subject to two FHWA audits. Both audits were completed without any loss of funding to the client.



SRS-Funded Sewer Replacement/Rehabilitation Project

AGENCY/ PROJECT LOCATION:	City of La Mesa 8130 Allison Avenue La Mesa, CA 91942	CLIENT CONTACT:	Greg Humora, PE 619.667.1146 ghumora@ci.la-mesa.ca.us
PROJECT DATES:	June 2006 – June 2011	TOTAL PROJECT VALUE:	\$5 million

**PROPOSED PERSONNEL/
ROLE ON PROJECT**
Scott Adamson, PE, QSD
Construction Manager/
Inspector

OUTSIDE AGENCIES
SDG&E
Helix Water District
State Water Resources

IEC provided contract administration, inspection services, and quality control for this project. This project was implemented in order to replace or rehabilitate old 6-inch concrete sewer mains with new 8-inch PVC mains throughout the City of La Mesa. Significant construction activities managed as part of this project included traditional open trench replacement, 30-inch jack and bore installation under railroad tracks, and "pipebursting" techniques; most of which was installed in narrow easements along property lines. This required close coordination between the prime contractor, the subcontractor, and the construction management team in order to minimize the impact on private property owners. Notification to affected property owners well in advance of construction was critical. Face-to-face meetings arranged around the property owners schedule and attended by both the IEC manager and the S.C. Valley project manager were common and extremely helpful. The IEC construction manager was responsible for all coordination with affected utilities including, AT&T,

Attachment C

SDG&E and Helix Water District, as well as provided the necessary reporting and coordination with the Water Resources Control Board, State Revolving Fund program.

PHASE I KEY FEATURES

- 18,000 lf 6-inch sewer replaced or rehabilitated
- 2,000 lf Cured-In-Place Polyester Lining
- 500 lf HDPE "pipebursting"
- 200 lf 30-inch Jack & Bore

PHASE II KEY FEATURES

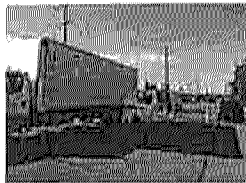
- 10,000 lf 6-inch sewer replaced or rehabilitated
- 1,500 lf HDPE "pipebursting"

PHASE III KEY FEATURES

- 11,000 lf 6-inch sewer replaced or rehabilitated
- 3,000 lf HDPE "pipebursting"

PHASE IV KEY FEATURES

- 12,000 lf 6-inch sewer replaced with 8-inch
- 2,800 lf 8-inch HDPE "pipebursting"
- 68 manhole replacements
- Epoxy coated manhole rehabilitation



Sewer Capital Improvements Project - Cured In Place Pipe Lining

AGENCY:	City of Lemon Grove 3232 Main Street Lemon Grove, CA 91945	CLIENT CONTACT:	Tim Gabrielson, PE
		PHONE:	619.825.3800
		E-MAIL:	tgabrielson@lemongrove.ca.gov
PROJECT DATES:	May 2015 – November 2015	TOTAL PROJECT VALUE:	\$190,000

**PROPOSED PERSONNEL/
ROLE ON PROJECT**
Scott Adamson, PE, QSD
Construction Manager

IEC was selected as part of Dokken Engineering's as-needed contract with the City of Lemon Grove to provide construction management and inspection services on this cured-in-place pipe lining project. This project included the installation of approximately 6,700 linear feet of polyester pipe lining as well as multiple point repairs and new clean-out installations.



The majority of the sewer mains lined as part of this project were located in existing easements which ran along rear property boundaries. This required extensive coordination by IEC personnel with the affected property owners. Every effort was made to maintain constant contact with residents in regard to work progress, upcoming schedules, and obtaining final approval of demobilization from private property.

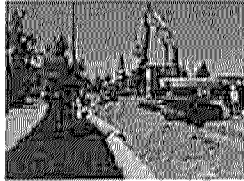
Camino Del Sur Recycled Water Conversion Project

AGENCY:	City of San Diego 9485 Aero Drive San Diego, CA 92101 (Sub to Harris & Associates)	CLIENT CONTACT:	Bill Swallow
		PHONE:	619.980.8091
		E-MAIL:	wswallow@sandiego.gov
PROJECT DATES:	June 2013 – June 2014	TOTAL PROJECT VALUE:	\$1.1 Million

**PROPOSED PERSONNEL/
ROLE ON PROJECT**
Scott Adamson, PE, QSD
Construction Manager

OUTSIDE AGENCIES
SDG&E
Caltrans

IEC provided Resident Engineering and Inspection services to the City of San Diego on this approximately 1.1 million dollar water main installation project. This water main included approximately 1,400 linear feet of 16-inch PVC water main installed



along the major arterial of Camino Del Sur off of Hwy. 56 in San Diego. As part of this installation it was necessary to install approximately 1,100 linear feet of 26-inch welded joint HDPE pipe as an encasement through the Caltrans right-of-way extending under Hwy. 56. The HDPE pipe was installed in two pieces with an electro fusion coupler in the middle. The new water main was then fitted with casing spacers and restrained joint apparatus, and pushed into the casing one joint at a time. This required careful observation by our Inspector to verify that the pushing pressure was constantly monitored and the pipe was not over-inserted.



In addition to the new 16-inch water main this project included installation of a final approximately 100 Linear Foot reach of 24-inch CML & TW steel water main needed to complete the connection between a previously installed, but not in use, recycled water main along Hwy 56 and the new completed recycled water system. This installation was completed in the Caltrans right-of-way along Hwy. 56 and also in an environmentally sensitive area in an adjacent canyon. These challenging locations required our Resident Engineer/Inspector to work closely with Caltrans inspection personnel as well as third party environmental monitoring.

Interstate 805 Widening

**PROPOSED PERSONNEL/
ROLE ON PROJECT**
Dan Ferguson
Observation/Testing

AGENCY:	Hazard Construction for Caltrans 6465 Marindustry Drive San Diego, CA 92121	CURRENT CONTACT:	Lantz Gibson
		PHONE:	858.864.6156
		E-MAIL:	lgibson@hazardconstruction.com
PROJECT DATES: September 2014 ~ December 2015		TOTAL PROJECT VALUE:	\$6.8M

Southern California Soils & Testing's Dan Ferguson, provided observation and testing of asphalt concrete during this \$8.6 million project. Work consists of widening of the freeway with JPCP, construction of a barrier, and modification of electrical systems from the Prospect Avenue overcrossing to the Plaza Boulevard undercrossing.

Attachment C

Quality Assurance Plan

IEC takes a proactive approach to Quality Assurance and Quality Control. We focus on two concepts: (1) No project is too small for quality; and (2) everyone is responsible for quality. It is our goal to deliver a well constructed project that will meet the City's expectations of quality and functionality.

Quality control starts with our inspectors in the field doing their job diligently, and being properly equipped to perform their duties. It is our construction manager's responsibility to make sure that our inspectors have the complete and proper submittals, test equipment, conformed plans and specs, and standards they may need to properly oversee the project. With the right tools our inspectors are on site daily to observe construction operations and materials and compare them with the project plans and specifications.

Quality control continues with our construction manager through regular reviews of the inspector's dailies. Dailies are reviewed for completeness and detail. Our inspectors are expected to record items such as quantity of materials used or installed, any production testing that may have been performed, type of equipment and how it was used on the job, visitors to the jobsite, and any irregularities they may have noted that day. It is also our construction manager's responsibility to review any material testing or special inspection that may have been done by a subconsultant and make sure that any failing tests are dealt with immediately.

As a tool to help facilitate quality control, IEC is proposing to manage this project utilizing a web-based project management program called Virtual-Project Manager (VPM). This program helps to ensure prompt completion and filing of inspector's dailies and photos, as well as tracking the submittal and response dates of any contractor claims or RFIs. The program also allows for the review of these items by City staff in real time without the need to wait for physical delivery. The benefits of this program will be discussed in further detail in our proposed approach.

Quality Assurance is provided by members of our senior staff. The Senior Engineer in charge of overseeing the project performs regular reviews of the project progress. They stay in constant communication with the construction manager throughout the project, making sure that both IEC's project budget and the construction budget are under control. In addition the Senior Engineer in charge is responsible to periodically perform a process review of the project checking to make sure the project files are complete and orderly and necessary back-up documentation is being retained.

Typically this task would fall under the responsibilities of Mr. Scott Adamson as the firm's Senior Construction Manager, however with his role as the project CM, the Quality Assurance role will be assigned to Mr. Rob Weber, the principal engineer in charge. As explained above, Mr. Weber will periodically review the project management program to verify that project documentation is being filed in a timely and complete manner and meet with Mr. Adamson to review budgets. Mr. Weber will also periodically check with the City's project manager to request any feedback regarding the performance of our project personnel.

Change Order History

IEC has prepared the table below as a summary of change order amounts on recent projects. In developing the table we have included projects that are of similar size and/or scope as the Lemon Grove Avenue Realignment Project, and have included our proposed construction manager, Mr. Scott Adamson as the CM.

Project Name	Original Contract	Amount of CCO's	Number of CCO's	Percent Total Change	Owner Requested
City of Solana Beach, HWY 101 W. Side Improvements	\$ 5,948,984	\$ 474,570	8	7.40%	3.00%
City of La Mesa, Phase 2 Smartgrowth, University Ave.	\$ 993,328	\$ 68,265	4	6.90%	1.00%
City of La Mesa, Phase 3 Smartgrowth, Allison Ave.	\$ 1,318,000	\$ 170,410	10	13.00%	9.70%
City of San Diego, Camino Del Sur Recycled Water	\$ 1,094,530	\$ 69,711	2	6.00%	2.90%

Our experience with similar projects has taught us that there are two main causes of change orders on a project such as this one. One is owner initiated design changes, and the other is unforeseen abandoned utilities.

Many times the design of a street realignment or major improvement project takes place over the span of a number of years. During that time span the goals of the City Council, the preferred equipment or construction standards, and City personnel may change. Typically the result of some of these changes are not identified during the final design preparation, and only come to light once construction is underway. This results in owner initiated design changes needing to be made in order to meet current standards or goals. It's IEC's philosophy to be constantly trying to identify where these situations may arise.

When working in older neighborhoods, such as the one surrounding Olive Street in Lemon Grove, it's common to come across abandoned utilities that cannot be identified by or attributed to a current franchise utility. These unforeseen buried objects can result in significant delay charges if they cannot be identified quickly as being safe to remove. In addition, depending on the quantity of the item being removed, disposal costs can add up quickly. IEC has found that taking the proactive step of procuring copies of as many record drawings of the subject area as we can as well as any utility maps can greatly reduce the identification process.

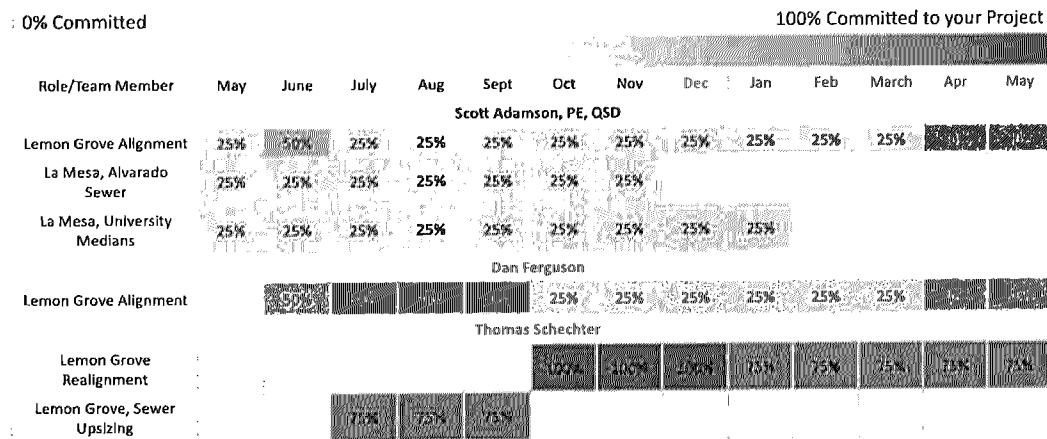
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Workforce Commitment

Project Team Commitments

The IEC/SCS&T team will make this project their priority and our team will be fully committed for the duration of the project. We understand that the availability and consistency of the team leadership are critical to the project success. The proposed team members will be available to fill these positions as requested. We will make no changes to the team's composition without express written consent and approval from the City.

We have included the table below to illustrate the backlog and previously committed workload for each team member during the proposed construction schedule:



We have also included the proposed Resource Schedule below outlining the major phases of the project and the hours we anticipate each team member will be dedicating to those phases:

Estimated Schedule	May 2016	June 2016	July 2016	Aug 2016	Sept 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	March 2017	Apr 2017	May 2017	Total Hrs
Bid Assistance														
Clear & Grub														
Grading														
Underground														
Surface Improvement														
Rob Weber Principal-in-Charge	7			2			7			2			2	10
Scott Adamson Construction Mgr	40	80	40	40	40	40	40	40	40	40	40	40	80	600
Dan Ferguson Grading Inspector		80	160	160	160	40	40	40	40	40	40	80	80	960
Thomas Schechter Civil Inspector						160	160	160	120	120	120	120	120	1080
Scott Vacula, PE Geo/Mat Engineer			10	10	10	4	4	4	4	4	4	4	20	78

Scott Adamson, PE, QSD Construction Manager

Professional Registration
Registered Professional
Engineer
California No. C65467

Certification
Qualified SWPPP Developer
(QSD) & Qualified SWPPP
Practitioner (QSP)
Certification #23001

NASSCO ITCF for CIPP
CIPP-110-0321
Confined Space

Education
San Diego State University, B.S.
Civil Engineering, 1997

Affiliations
Construction Management
Association of America (CMAA)

Qualifications

Mr. Adamson, PE has 18 years of construction management, resident engineering, inspection and design services of small and large civil engineering public works projects with an emphasis in pipeline and roadway and drainage construction. After becoming a Professional Engineer, Mr. Adamson worked as an extension of staff for such agencies as the City of Del Mar and Dana Point. Responsibilities included providing roadway design, construction management and resident engineering services for numerous local new roadway and asphalt pavement rehabilitation projects. Prior to his degree in Civil Engineering obtained at San Diego State, Mr. Adamson spent 4-years as a materials testing technician for a local geotechnical firm. Responsibilities included field and laboratory materials testing on mass grading, underground utility backfill, asphalt paving and concrete structure inspection and materials testing.

Project Experience

Highway 101 West Side Improvements, City of Solana Beach – Construction Manager for streetscape rehabilitation and beautification project that involved the complete removal and replacement of existing medians, roadway, and sidewalks along the western half of Highway 101. The medians and striping were shifted to allow for a wider sidewalk and irrigation and landscaping were installed. Decorative concrete paving was installed in the sidewalk areas with ten new “architectural” locations consisting of tile mosaics, glass seeded flatwork and stylized pedestrian benches. In addition to the median and flatwork construction, the project also included the installation of approximately 3,500 linear feet of new storm drain, 1,800 linear feet of new water main, and the installation of new signals and camera systems at four intersections.

Sewer Improvements Inflow/Infiltration, City of La Mesa – Construction Manager/Inspector for this \$4.6 million dollar sewer main replacement and rehabilitation program which took place at various locations throughout the City. This was a four phase project, replacing or rehabilitating approximately 43,000 LF of concrete sewer main. Replacement operations included traditional cut and cover, CIPP lining, Pipebursting, and Jack and Bore. These locations included sewer mains located in the street as well as challenging easements along canyons and on hillsides. Mr. Adamson provided construction management services as well as inspection during all four phases. In addition to typical construction management services he was also called on to provide creative solutions, based on field experience, for difficult replacements below structures and in limited access locations.

Johnson Drive Stormdrain Replacement, City of La Mesa – Construction Manager for this \$.75 million dollar CMP replacement project. This project included the replacement of approximately 1,000 linear feet of double barrel 24-inch CMP stormdrain with a concrete box culvert. The project also included the replacement of approximately 1,000 linear feet of 8 and 12 inch diameter sewer main and CIPP lining of approximately 500 linear feet of 12-inch sewer main. This was an extremely challenging project as it involved many utility relocations and unforeseen conflicts. The project management included extensive coordination with the conflicting utilities project managers and construction staff. Mr. Adamson provided

Resume - Adamson 1



Attachment C

Construction Management services as well as overseeing and acting as lead for the project field inspectors.

Normal Avenue Sewer Group Improvements, City of La Mesa – Construction Manager for this \$1.1 million dollar sewer main replacement project in the City of La Mesa. This project included approximately 6,000 linear feet of sewer main replacement as well as approximately 1,000 linear feet of 10-inch CIPP lining and various point repairs. Mr. Adamson provide construction management services and acted as lead for the project inspector.

Alvarado Trunk Sewer Replacement, Phase 1, City of La Mesa – Resident Engineer/Inspector for the replacement of approximately 2,000 linear feet of 18-inch trunk main along Fletcher Parkway in the City of La Mesa. This main was being modified and replaced in order to allow the construction of a large apartment facility over the alignment of the main. The existing clay main was removed and replaced with 18-inch PVC, which included an approximately 200 linear foot reach that was sleeved with a 24-inch HDPE sleeve and concrete encased.

Smartgrowth Phase 2&3, University and Allison Ave Improvements, City of La Mesa – Construction Manager/Inspector for these two street improvement projects. These two projects were extensive street, sidewalk, and median reconstructions on large sections of both University Avenue and Allison Avenue in the City of La Mesa. Both of these projects incorporated asphalt resurfacing, decorative flatwork, signal modifications, landscaping, ADA compliance, and striping. Mr. Adamson provided typical construction management services from pre-con to close out as well as assisting in inspections throughout the projects. He also provided program coordination with Caltrans and FHWA in regards to project funding, as well as a successful audit by FHWA of the project files and management procedures.

Annual Street Improvement Projects, City of Del Mar & City of Dana Point – Provided Resident Engineering and Construction Management services for two consecutive annual street improvement projects for both the City of Del Mar and City of Dana Point. These projects generally consisted of dig-out and repair of localized damage throughout the City with two or three larger overlay locations. His responsibilities for these capital improvement projects included field inspection to identify repair locations throughout the City, estimating, and prioritizing potential areas of repair and improvement; managing a design team to produce plans and specifications; managing project bidding and the award; and providing field engineering and construction management through the project's warranty period.

Federal Boulevard Subgrade Stabilization and Overlay Project – Provided Resident Engineering services during construction of this extensive overlay project. The project addressed a badly damaged stretch of Federal Boulevard in Lemon Grove, California. The subgrade in this area was supported on deteriorating and settling concrete panels which were located approximately eight inches below finish surface. In order to stabilize the concrete panels, the roadway was ground to within four inches of the concrete surface, the panel joints were exposed and sealed with epoxy, and then high pressure grouting techniques were employed to provide support under

Resume - Adamson 2



the concrete panels in hopes of preventing further settlement. A four inch overlay was then installed to establish a smooth profile and improve area drainage. Also included in this project was the elimination of a large drainage swale and with the installation of a 72-inch concrete storm drain, construction of three accompanying drainage catch basins, installation of approximately three blocks of new sidewalk, and construction of a Keystone retaining wall.

Coast Boulevard Rehabilitation and Streetscape Improvement Project, City of Del Mar – Provided Resident Engineering services to the City of Del Mar on this overlay and streetscape improvement project. The project included a badly worn length of Coast Boulevard between 17th and 21st Streets in Del Mar, California. This area of Coast Boulevard is underlain by sandy subgrade along the Pacific Coast, causing extensive pavement failure with only minor repairs having been performed over the previous twenty years. Rehabilitation techniques employed during the project included crack filling, dig out and repair of localized alligator cracking, profile grinding, and a two inch overlay of rubberized asphalt. Also included as part of the project were various streetscape improvements. These included removal and replacement of non compliant ADA curb ramps, replacement of badly damaged curb and gutter, installation of two large drainage catch basins, and installation of two landscaped medians.

Camino Del Mar 4th to 9th Street Connectivity Project, City of Del Mar – Provided project engineering services during the design phase of this project. The primary objective of the project was to provide new pedestrian access along Camino Del Mar from 4th Street to 9th Street. Challenging aspects of the design included a meandering sidewalk at varying grades, two large retaining walls, re-configuration of four driveway entrances to accommodate flow, ensuring ADA compliance, relocating conflicting utilities, and incorporating architectural materials. In addition to design services, Mr. Adamson's responsibilities have also included project scoping, construction estimating, and sub-consultant coordination and management duties.

Mr. Adamson also developed and aided in implementation of NPDES Jurisdictional Urban Runoff Management Programs for the City of Del Mar and the City of San Marcos.

Q-1 Pipeline Rehabilitation Project, City of San Diego – Mr. Adamson provided Resident Engineering and Inspection services on this sewer rehabilitation project for the City of San Diego. This projects involved the lining of approximately 48,000 linear feet of 8-inch sewer main through trenchless construction techniques. Rehab methods included both CIPP lining as well as "Expanda" or "Rib-Lock" lining. Additional construction items included rehabilitation of all laterals in the public right-of-way by CIPP lining, installation of new lateral cleanouts, and the replacement and rehabilitation of badly deteriorated manholes. Manhole rehabilitation was achieved through the installation of a spray on "Zebron" epoxy lining system.

Attachment C

Robert S. Weber, PE Principal-in-Charge

Professional Registration

Registered Professional Engineer
California No. C59312
New York No. 073187
Idaho No. 12930

Education

State University of New York at Buffalo
B.S. Civil Engineering, 1990

Professional Affiliations

American Society of Civil Engineers

American Water Works Association

California Rural Water Association

Consulting Engineers and Land Surveyors of California

Awards

Gano Reservoir and Unit X Pipelines – CELSOC

4S Ranch Water Reclamation Facility, Plant 'A' and 'B' Modifications – APWA

Qualifications

Mr. Weber has 24 years of civil engineering and project management experience on a variety of municipal and public works water, wastewater, and recycled water projects. Specific project experience includes conveyance pipelines; reservoirs and tanks; water pump stations, and sewer lift stations. He has also successfully managed several as-needed services contracts for municipalities and water/wastewater utilities. Mr. Weber is thoroughly familiar with design standards, techniques and analytical methods, bid specifications, and cost estimating. His experience extends beyond civil engineering to include securing required project permits, fostering cooperative interagency approvals, and gaining community project acceptance.

Mr. Weber's project success based on his ability to understand the client's needs and objectives and translate them into actions during execution of the project. He prides himself in involving the client in the project, and ensuring the technical staff understands the critical issues of the project. His engineering decisions and designs are based on careful considerations of project needs and specific site characteristics. His dedication to quality effectively manages project risks and controls construction and operational costs.

Project Experience — Pipelines

Designing and sizing pipelines is a relatively simple task for an experienced professional engineer. Constructing the pipeline under emergency conditions, through sensitive coastal beaches and creeks, in highly developed residential areas, across open rural property, within existing pavement traveled by daily commuters, and requiring multiple agency approvals can be extremely difficult. Mr. Weber has applied his engineering and project management talents in all of these settings to construct water transmission and distribution lines, forcemains, and gravity sewers. Mr. Weber has an ability to anticipate problems, is poised with solutions, and understands that responsiveness is critical to every construction project. He has developed plans to provide continuous uninterrupted service and peak hour uncongested traffic flow during construction.

PIPELINES		
La Posta Recycled Water Pipeline Extension - Phase 1	5,400 ft of 4'-4" PVC 160 ft 8" DIP	City of Solana Beach
Non Destructive Testing of Three Sewer Force Mains	14-Inch DIP, 4-Inch DIP, 6-Inch ACP	City of Encinitas
Johnston Road Transmission Main	2,800 ft 24-Inch PVC/DIP	Rincon del Diablo Municipal Water District
Avenida del Diablo Pipeline	1,000 ft 12-Inch DIP, 2,400 ft 8-Inch DIP	Rincon del Diablo Municipal Water District
B2/B3 Forcemain	2,600 ft 24-Inch PVC, 1,400 ft 14-Inch PVC	Laurelinda Wastewater District
Balsburg Neighborhood Sewer & Water Pipelines	15,000 ft 8-Inch PVC	City of Blythe
Myers Street Sewer Replacement	2,000 ft 21-Inch/24-Inch PVC	City of Oceanside

Resume - Weber 1



PIPELINES		
Lift Station No. 1 Force Main Alignment Study	12,000 lf PVC	City of Escondido
Carmel Valley Reclaimed Water Pipeline	10,000 lf 28-inch & 12-inch PVC	City of San Diego
Unit X Pipelines	10,000 lf 24-inch steel	Olivenhain Municipal Water District
Taft Street Waterline Replacement	2,000 lf 8" PVC	City of Oceanside
713 Pipelines	1,300 lf 30-inch steel	Otay Water District
680 Pipelines	1,000 lf 24-inch steel	Otay Water District
Sewer and Water Group Job 530	3,700 lf 8-inch PVC 5,200 lf 12-inch PVC	City of San Diego
Sewer and Water Group Job 590A	5,00 lf 8-inch PVC 3,000 lf 16-inch PVC	City of San Diego
San Elijo Sewer Crossing	24-inch steel/12-inch PVC	City of Solana Beach
Bandstand Sewer Trunk Main	3,000 lf 12-inch PVC	City of Oceanside
Gordon Hill Road Pipeline Replacement	4,500 lf 12-inch PVC	Valley Center Water District
Fortuna Ranch Pipeline	4,400 lf 8-inch/12-inch/16-inch PVC 800 lf 8-inch PVC	Olivenhain Municipal Water District
Force Main Replacement	9,000 lf 6-inch/10-inch PVC	Leucadia Wastewater District
103 Trunk Sewer Bypass	650 lf 12-inch PVC	Leucadia Wastewater District
Oak Knoll Trunk Sewer Replacement	5,300 lf 24-inch PVC	City of Poway
Barquitos Inlet Sewer	900 lf 21-inch/24-inch PVC	Leucadia Wastewater District
Gibraltar Sewer Replacement	500 lf 12-inch PVC	Leucadia Wastewater District
Perris Valley North Pipeline Jumpers	5,000 lf steel	Eastern Municipal Water District
Mission San Luis Rey Waterline	3,000 lf 10-inch PVC	City of Oceanside
Downtown Sewer Upgrading	12,000 lf PVC	City of National City
Recycled Water System, Phase 1	2 miles 14-inch PVC	Lake Arrowhead Community Services District
Osborne Street Aqueduct Relocations	1,500 lf 24-inch steel	City of Oceanside
Sleepy Hollow Water System	5,000 lf 8-inch/12-inch PVC	City of Chino Hills
Lift Station 3 and Eagle Crest Lift Station Sewer Force Main Alternative Analysis	2 miles 16-inch ductile iron	City of Escondido
Well No.'s 9, 10, 11 Raw Water Collection Pipeline	5,600 lf 16"/20" PVC	City of Oceanside
I-215 Water Main Relocations - Segments 1 & 2	Water main relocations	City of San Bernardino Water Department
I-215 Water Main Relocations - Segment 3	Water main relocations	City of San Bernardino Water Department

Resume - Weber 2



Attachment C

Project Experience—Pump Stations

Specializing in pump and lift station design, Mr. Weber's experience is extensive. Having designed stations with pumping rates up to 8,300 gpm, he can apply his expertise to meet nearly any situation. His design experience includes associated chemical odor control scrubbers, mechanical and electrical equipment, telemetry, emergency tank overflow and power backup, and surge protection. Working in prestigious coastal neighborhoods and along public beaches, Mr. Weber has designed subterranean stations, while in others incorporated public restrooms, access pathways, architectural treatments, and public art. Recognizing that poor operation and maintenance in many ways results from poor design, Mr. Weber values the opinion and ideas of the client's operations staff in his designs. Mr. Weber often has involved a construction contractor to solve particular design challenges, and has incorporated the extensive and rigorous reviews from the coastal commission and various city departments and commissions.

PUMP STATIONS		
Tenaja Pump Station	6,300 gpm	Rancho California Water District
Baliquitos Pump Station Rehabilitation	40 MGD	San Marcos Wastewater District
North Bay Pump Station Preliminary Design	3,500 gpm	Lake Arrowhead Community Services District
Graham Pump Station	10,000 gpm/variable frequency drives	City of Mountain View
Bandstand Lift Station	500 gpm in beach front park	City of Oceanside
Lake San Marcos Lift Station Electrical Upgrades	Variable frequency drive	Vallecitos Water District
Pump Station 18	650 gpm on beach	City of San Diego
Pump Station 19	265 gpm 2 story subterranean	City of San Diego
944 Pump Station	7,000 gpm/variable frequency drives	Otay Water District
South Lake Pump Station	2,000 gpm	Vallecitos Water District
Wulff Pump Station	1,500 gpm/demolish existing station	Vallecitos Water District
Deer Springs Pump Station	2,600 gpm	Vallecitos Water District
Sewer Pump Station 50	Low flow diversion system	City of San Diego
Via Ambiente Sewer Pump Station	553 gpm	Olivenhain Municipal Water District
Diamond Valley No. 1 Booster Station Demolition	Demolish existing station	Eastern Municipal Water District

Project Experience — As-Needed Services

The broad and diverse experience offered by Mr. Weber has been called upon in "as-needed" situations for municipal engineering. Managing many task assignments concurrently and providing highly responsive service, Mr. Weber has designed pipeline replacements, sewer lateral relocations, culvert and storm drainage improvements, service access roads, pipeline bridge crossings, tank foundations,

Resume - Weber 3



erosion control systems, and conducted planning studies for literally hundreds of residential homes. Mr. Weber is recognized among his peers for his earthwork and grading expertise. Through his experience he has proven to act as an extension of municipal staff.

AS-NEEDED SERVICES		
As-Needed Engineering Services	Water and wastewater studies and designs	City of San Diego Engineering and Capital Projects Department
As-Needed Engineering Services	Wastewater projects - various	City of San Diego Metropolitan Wastewater Department
As-Needed Engineering Services	Weese Filtration Plant upgrades	City of Oceanside
As-Needed Engineering Services	Wastewater projects - various	Leucadia Wastewater District

Project Experience — Other Relevant Experience

Important to servicing water is the flow control, groundwater, and chloramination designs conducted by Mr. Weber. In these designs he has provided critical links in providing needed quantities of safe drinking water to users. By designing a 48 and 36-inch steel piping, electrically actuated plug valve, venturi meter, and other associated telemetry, Mr. Weber linked 60 cfs of water to a joint San Diego County Water Authority/Vallecitos Water District Flow Control Facility. Mr. Weber also developed and evaluated alternatives for recovering and storing 90,000 acre-feet of groundwater in the Lower San Luis Rey River Valley. He was the Project Manager for the preliminary and final design for the City of Oceanside's Wells 9, 10 & 11 Project, which will form a critical part of the City's water infrastructure. Design of Well 9 (existing) was fast-tracked in order to supply additional water to the City's existing brackish water treatment plant. In response to an application prepared jointly by the City of Oceanside, the San Diego County Water Authority, and Mr. Weber, this project was selected for a \$7.2 million dollar construction grant from the Metropolitan Water District of Southern California. His experience also includes removal and recoating of chlorine tanks, and conversion of gas chlorine systems to liquid based chloramination systems. In addition to the design performed by Mr. Weber on the following projects, he has prepared bid packages and conducted on-site construction observation.

OTHER RELEVANT EXPERIENCE		
Camp de Benneville Pines	Water System Upgrade	Camp de Benneville Pines
Groundwater Pilot Production Wells	Task order based services including: investigation workshop, design upgrades to production well, design of 500 gpm well head facility	City of San Diego
Olivenhain 6 & 7 Flow Control Facility	New flow control facility	Olivenhain Municipal Water District
Olivenhain 4 Flow Control Facility	Replacement Facility	Olivenhain Municipal Water District
Olivenhain 14 Flow Control Facility	Upgraded Facility	Olivenhain Municipal Water District
Modifications to 4S Ranch Water Reclamation Facility	Miscellaneous modifications & upgrades for 2 mgd treatment facility	Olivenhain Municipal Water District

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Attachment C

OTHER RELEVANT EXPERIENCE		
Hale Avenue Resource Recovery Facility	Platforms and ladders for existing DAFT units and digester	City of Escondido
Golf Course Recycled Water Retrofits	Recycled water retrofit permitting for four existing golf courses being converted to recycled water	Olivenhain Municipal Water District
Vallejos-10 Flow Control Facility	60 cfs, 36-inch & 48-inch steel telemetry	San Diego County Water Authority
Wells 9, 10, 11	3 extraction wells, wellhead facilities, 6,000 lf of pipeline	City of Oceanside
Lower San Luis Rey River Valley Groundwater Study	Storage and recover feasibility study	San Diego County Water Authority
Regulatory Site Chloramination Conversion	Conversion from chlorine gas to liquid chloramination system	Otay Water District
Chlorine Contact Tank Recoating	Removal and recoating	Vallecitos Water District
Well No. 9 Wellhead Facilities	2,000 gpm	City of Oceanside
Well 10, 11 Wellhead	1,000 gpm each	City of Oceanside
Tahoe Road Microturbine Project	N/A	Ingersoll Rand Energy/Ventura County Regional Sanitation District
Quail Valley Low Pressure Analysis	N/A	Eastern Municipal Water District
Mission Canyon Water System Analysis	2 - 2,000 gpm pump stations	Eastern Municipal Water District

Resume - Weber 5





DANIEL R. FERGUSON (DAN)
Field Technician

EDUCATION

National University, BS Financial Management
Alpena Community College, Alpena, MI, Associates in Applied Science in Concrete Technology

CERTIFICATIONS

International Code Council (ICC), 800, non-renewable Certificate #1078142
American Concrete Institute (ACI), Concrete Field Testing Technician Grade 1 #00922642
Caltrans Testing Methods, New, 122 AC, 125 AC, 215, 216, 231, 504, 510, 521, 524, 533, 539, 549, 550, 557
City of San Diego, Reinforced Concrete #1024
Troxler Electronic Laboratories, Inc., T10000, T10000, T10000

EXPERIENCE & RESPONSIBILITIES

Dan has provided quality control and assurance on construction projects for over 20 years. He is well-respected in the industry and a very conscientious technician. Dan possesses the technical skills required to ensure the construction process is being conducted in substantial compliance with project plans, contracts, and specifications. His experience includes 15 years as a field supervisor and assisted with the development and implementation of procedures and guidelines for project documentation, distribution and tracking. He has worked as a construction materials technician, concrete field technician, and senior engineering technician. Dan's responsibilities include providing continuous and periodic special inspection services for soils, asphalt, subgrade treatment, reinforced concrete and other various construction materials in the capacity of quality assurance or quality control for hundreds of projects.

PROJECT EXPERIENCE

- + **Interstate 805 Widening, San Diego & National City, CA:** Dan provided observation and testing of asphalt concrete during this \$8.6 million project. Work consists of widening of the freeway with JPCP, construction of a barrier, and modification of electrical systems from the Prospect Avenue overcrossing to the Plaza Boulevard undercrossing.
- + **Community Corridor Project, National City, CA:** Improvements to three important community corridors in the city. The project included 2 miles of Class II bicycle facilities on 4th Street, including bicycle detector loops, bicycle boxes, installation of high-visibility crosswalks, curb extensions, pedestrian refuge islands and restriping. On Coolidge Avenue, pedestrian enhancement and traffic calming measures included new sidewalks, ADA curb ramps, curb extensions, crosswalks, a raised speed table, signing and striping and lighting enhancements. On D Avenue, the project included 2.5 miles of Class II bicycle facilities, including bicycle detector loops and boxes, high-visibility crosswalks, a roundabout, curb extensions, pedestrian refuge islands, lighting enhancements and restriping along the entire length of D Avenue. replacement of air handling unit AC-4. Dan provided observation and testing of asphalt concrete, aggregate base material, subgrade, and paving.
- + **8th Street Smart Growth Revitalization, National City, CA:** This project is an extension of the National City Streetscape project that ties together the City's redevelopment efforts. The western portion of the project, between the 8th Street Trolley Station to National City Boulevard, included new lighting with historic banners, way finding signs, trees, Class II bicycle lanes, lighting for the freeway underpass, medians and ADA improvements. The eastern portion, between National City Boulevard and Highland Avenue, narrowed that segment of 8th Street to one lane in each direction, with left turn lanes at intersections, corner bulb-outs for traffic calming, enhanced crosswalk signing and striping, lighting with historic banners, bike racks, landscaping, ADA improvements, medians and angled parking on the south side of the street. The project also included a new "Market Square" on A Avenue and 8th Street for farmers markets and street festivals. Dan provided sidewalk observation and testing.
- + **Golden Avenue Rowhomes, Lemon Grove, CA:** Construction of 22 three bedroom rowhome condominium units with attached garages, six off-street parking spaces, driveways, sidewalks, and 7,605 square-feet of open space with a landscaping, a barbecue pit, and a play lawn, which will also be used as a bioretention basin for stormwater to comply with stormwater regulations. A 26 foot high retaining wall was constructed along the northern property line. Dan provided observation and testing of grading, utility trenching, and wall backfill.
- + **Town Center Parkway Widening, Phase I, Santee, CA:** Dan provided observation and testing of curb and gutter, and aggregate base material for this \$3.5 million infrastructure improvement project, which consisted of widening of the road by 13 feet, and installation of a sidewalk, landscaping and underground utilities along 800 feet of the road.
- + **Mid-City Rapid Bus Project, San Diego, CA:** The \$44 million project includes 5 miles of a high speed, limited stop bus line through North Park, City Heights and the College areas of San Diego, and is being constructed in collaboration with MTS. Features include new stations with customized shelters, seating, street lighting, street reconfiguration, real time bus arrival signs and curb pop-outs. Dan provided observation and testing of subgrade, aggregate base material, and paving, as well as concrete quality control.

Tom Schechter Civil Inspector

Professional Registration

Geographic Information
Systems Certificate

Construction Inspection
Technology Certificate

Education

San Diego State University

Mesa College

Baccalaureate Studies

Qualifications

Thomas Schechter has 26 years of experience in Engineering and Construction services. His responsibilities include coordination of consultant and contractor services, cost estimation preparation, critical path method scheduling, specification writing, drafting of record drawings, plan review, inspection of large diameter pipeline, water conveyance facility construction, assisted with the contractor submittal review and monthly pay requests. His Geographic Information System Division responsibilities have included asset data collection using Global Positioning Systems (GPS), development of pipeline and pipeline attribute map layers that accounted for the construction of an attribute table for over 5,000 facilities.

Project Experience

Downtown Village Streetscape Improvement Project, City of La Mesa – Mr. Schechter acted as resident engineer in charge of managing this 6 million dollar enhancement of the City of La Mesa's old town business district. This project included the complete removal of existing pedestrian sidewalks and associated curb lines, replacement of relocated curb and new decorative sidewalk, installation of "Silva Cell" storm water treatment systems at new tree well locations, and pavement replacement along the alignment. The project also included realignment of existing storm drain systems and installation of approximately 2500 linear feet of new 8-inch sewer main. Mr. Schechter's duties included day to day management of this project, coordinating review of project submittals, answering RFI's, tracking installed quantities and coordinating with the contractor on preparing monthly progress reports. He also reviewed contractor change order requests and provided recommendation to the project owner, prepared and issued field changes in conjunction with the design engineer, and reviewed contractor payroll records for compliance with labor laws.

Reservoir Structural Analysis, City of Oceanside – This project included the assessment of the condition of steel and concrete reservoirs, including structural analysis and condition assessment. Responsibilities included daily inspection of the condition assessment activities at each reservoir, which included test patches to assess pre-stressing wire corrosion and interior dive inspections by others. Mr. Schechter provide inspection, coordination, communication, and field report and photo documentation of this phase of the project.

San Diego County Water Authority Pipeline P5EII, San Diego – This project consisted of a ten-mile long 108-inch diameter pipeline and associated appurtenance placement. This project also contained two tunnels, one 400-foot soft earth tunnel excavated with a tunnel shield, and one six hundred-foot hard rock tunnel mined with a drill and blast technique. Responsibilities included daily field reporting and inspection of sitework, pipe placement, pipe joint welding, pipe tape wrap and backfill, tunnel excavation, and reinforcing and concrete placement for all pipeline appurtenances. Also responsible in assisting the San Diego County Water Authority project management with project administration duties. Administration duties included review of contractor submittals, construction schedule review, and monthly pay request review.

San Diego 18/21 Flow Control Facility, San Diego County Water Authority – This is a dual flow control facility consisting of 24-inch and 36-inch steel pipe valve and meter appurtenances and controls constructed in a 2,400 sf concrete slab on grade and concrete masonry unit building. Responsibilities included daily field reporting and inspection of facility construction that included sitework, reinforcing placement, concreted placement, concrete masonry unit placement, mansard roof framing, and field welding of steel pipe. Responsible for assisting the San Diego County Water Authority project manager with the administrative duties of the facility for owner acceptance. Administration duties included review on contractor submittals, construction schedule review, monthly pay request review, change order negotiation, and project closeout documentation. /

Rainbow Point Road, Bryce Canyon, Utah – This project consisted of a seven-mile section of a two lane highway rehabilitation that included reclaiming the existing asphalt concrete, replacing all drainage systems, placing several Keystone retaining wall systems, and preparing a new road grade. Responsibilities included inspection of all roadwork and system installation, and assisting with the administration of the project management. Administration duties included review of contractor submittals and monthly pay request review.

Santa Barbara Airport Runway 15/33 Rehabilitation, Santa Barbara – This project consisted of the pavement restoration that provided an asphalt concrete overlay for two runways and miscellaneous taxiways at the Santa Barbara Airport. Responsibilities included all special inspection and testing of material placement for project compliance. Administration duties included daily field reports for construction activities and processing test reports for contractor payment.

Grossmont Hospital and Parking Structure, City of La Mesa – This project consisted of a seven story post tension concrete parking structure. Responsibilities included all special inspection and testing of material placement for steel weld and high strength bolting. Administrative duties included preparing daily field reports which described daily site activities and review of project information for change order negotiation.

Attachment C



SCOTT VACULA, PE
Senior Materials Engineer, Senior Project Manager



EDUCATION

Rochester Institute of Technology, B.S., Civil Engineering Technology
State University of New York, College of Technology, AAS, Construction Technology

CERTIFICATIONS

State of California Professional Engineer #72800
CIC Resource, Nuclear Gauge Certification R1400

MEMBERSHIPS & ASSOCIATIONS

American Society of Civil Engineers (ASCE)

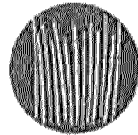
EXPERIENCE & RESPONSIBILITIES

Scott is a Registered Civil Engineer with 16 years of diverse industry experience ranging from municipal, infrastructure, education, healthcare, commercial facilities, and residential construction. He is responsible for project management of construction quality control and assurance programs, performing geotechnical inspections at jobsites, preparing project estimates, and reviewing SCST's material laboratory test results.

PROJECT EXPERIENCE

- + **Interstate 805 Widening, San Diego & National City, CA:** Scott served as Project Manager during testing and inspection for this \$8.6 million project. Work consists of widening of the freeway with JPCP, construction of a barrier, and modification of electrical systems from the Prospect Avenue overcrossing to the Plaza Boulevard undercrossing.
- + **8th Street Safety Enhancements, National City, CA:** The project includes traffic safety enhancements on 8th Street between J Avenue and Palm Avenue within the public right of way to calm traffic, reduce collisions and improve pedestrian access. Project elements included reduction of travel lanes from four to three lanes to construct left-turn pockets at intersections and key commercial driveways, ADA improvements, corner bulb-outs, refuge and landscaped islands, new traffic signals, signal modifications and retaining walls for slope stabilization between K and L Avenues. Funding was provided through various sources, including a Highway Safety Improvement Program (HSIP) grant and TransNet Proposition A. Scott served as Principal Engineer, providing project management and engineering support.
- + **Golden Avenue Rowhomes, Lemon Grove, CA:** Scott served as Senior Engineer, providing oversight of testing and inspection services during the construction of 22 three bedroom rowhome condominium units with attached garages, six off-street parking spaces, driveways, sidewalks, and 7,605 square-feet of open space with a landscaping, a barbecue pit, and a play lawn, which will also be used as a bioretention basin for stormwater to comply with stormwater regulations. A 26 foot high retaining wall was constructed along the northern property line.
- + **North Side Interior Road and Utilities, San Diego International Airport, San Diego, CA:** Scott served as Senior Engineer, providing project management and engineering support for this \$20.1 million project, consisting of the construction and completion of the road and utilities on 6.3 acres on the north side of the airport. Roadwork included grading, paving, marking, street improvements, dewatering and flow control, traffic signals and irrigation. The utility portion of the project included storm drain systems, fire lines, potable water and irrigation lines, gravity and force main sewer with lift station, gas lines, and electrical distribution and communication systems. All testing was performed in accordance with Caltrans, Greenbook, and San Diego Regional Standard Drawings Specifications.
- + **Magnolia Avenue and Palm Glen Drive Median Project, Santee, CA:** Scott served as Senior Engineer, providing project management and engineering support during the installation of a raised median on Magnolia Avenue in front of Palm Glen Drive to prevent left turn movements onto Magnolia Avenue. The project was part of the Highway Safety Improvement grant program awarded to the City.
- + **Mission Gorge Road Median Installation, Santee, CA:** Scott served as Senior Engineer, providing project management and engineering support during the installation of a raised median on Mission Gorge Road west of Magnolia Avenue to prevent left turn movements onto Railroad Avenue. The project was partially funded through the Highway Safety Improvement Program.
- + **Rehabilitate Cross Taxiway B8 and Terminal Aprons, San Diego International Airport, San Diego, CA:** Scott serves as Senior Engineer, providing engineering support for this project will reconstruct portions of Taxiway B8 and Terminal 1 and Cargo aprons by replacing Portland cement concrete and joint repairs on the active airfield.
- + **Air Freight Building Pavement Rehabilitation, San Diego International Airport, San Diego, CA:** Scott served as Principal Engineer, providing project management and engineering support during the demolition, grading and hot mix asphalt concrete pavement rehabilitation on 0.83 acres.

Appendix - Commendations



BEACHGRASS
CAFE

February 3, 2013

CMAA San Diego Chapter Office
PO Box 41202
Long Beach, CA 90853

**RE: 2014 Project Achievement Award – City of Solana Beach Highway 101 Westside
Improvements Project**

To Whom It May Concern:

As the Manager of the Beach Grass Café, I was a witness to the City of Solana Beach's Highway 101 Westside Improvements project. The complexities of the project required extensive coordination between the City, business owners, and residents. I applaud the efforts of the City of Solana Beach, IEC and others involved. I was kept up-to-date on all construction activities and this allowed me to feel confident our customers were minimally affected.

After completion of this project, I can say the project positively enhanced the Beach Grass Café. The addition of the upscale landscaping and benches has elevated the area to what people have come to expect when visiting the City of Solana Beach.

Sincerely,

Kevin Nelson
Beach Grass Cafe
hello@beachgrasscafe.com

159 South Hwy. 101 • Solana Beach, CA 92075 858.509.0632 • hello@beachgrasscafe.com • www.beachgrasscafe.com

Attachment C

February 15, 2014

CMAA San Diego Chapter Office
PO Box 41202
Long Beach, CA 90853

RE: 2014 Project Achievement Award -- City of Solana Beach Highway 101 Westside
Improvements Project

To Whom It May Concern:

As the owner of Bob's Barber Shop at 207 N. Highway 101 in Solana Beach, CA I welcome the Highway 101 Westside Improvements Project as change for the better. My business is dependent upon walk-in clientele, which has increased since the project's completion.

During construction, the City, the Contractor, and IEC were helpful in keeping the business owners and residents apprised of the schedule of activities, which allowed us to better plan for necessary interruptions of business.

Sincerely,



Bob Castro
Bob's Barber Shop

February 3, 2014

CMAA San Diego Chapter Office
PO Box 41202
Long Beach, CA 90853

RE: 2014 Project Achievement Award – City of Solana Beach Highway 101 Westside
Improvements Project

To Whom It May Concern:

I am the owner of Java Depot and wanted to express how the City of Solana Beach's Highway 101 Westside Improvements project has positively impacted my business. During the streetscape project, I made the decision to concurrently improve my building to match the updated look of the surrounding area. I couldn't be happier at the end result. As an owner of a business it is very important to maintain and update my business site to improve foot traffic. After completion of the project I have noticed more foot traffic and in turn more customers, I couldn't be happier with the finished product.

Sincerely,



Brian Fuller
Java Depot
javedpo@aol.com

Attachment C



Helix Water District

Setting standards of excellence in public service

7811 University Avenue
La Mesa, CA 91941-4927

(619) 466-0586
FAX (619) 466-1823
www.hwd.com

August 27, 2009

Reference: Letter of Recommendation for Infrastructure Engineering Corporation

To whom it may concern:

Infrastructure Engineering Corporation (IEC) provided professional engineering services to the Helix Water District for the design of several projects including the Calavo Pump Station, El Cajon Tank Rehabilitation, Lake Jennings Valve Vault, and most recently the final design of the Homelands Tank and Pipeline Project.

IEC has prepared preliminary design reports, final plans and specifications, and has provided construction inspection services.

The District is pleased with the services provided by IEC and considers them a valuable resource for engineering services. We are pleased to recommend IEC for their dedication, responsiveness, and quality of service.

Sincerely,


Carlos Lago, P.E.
District Engineer



**Elected Board
of Directors:**
Richard R. Smith
President

DeAnne R. Verbata
Vice President
John D. Linder
Kathleen Coates-Hadberg
Charles W. Hase

Staff:
Mark S. Wesson
General Manager

Dorine Bartlett-May
Board Secretary

Legal Counsel:
Scott C. Smith

City of Lemon Grove
Construction Management Services: Lemon Grove Avenue Realignment Project
2016-14





VALLECITOS WATER DISTRICT

A PUBLIC AGENCY

201 Vallecitos de Oro • San Marcos, California • 92069-1453 Telephone (760) 744-0460

March 12, 2009

CMAA San Diego Chapter
Project Achievement Award Program
PO Box 41202
Long Beach, CA 90853

Reference: Letter of Recommendation for Infrastructure Engineering Corporation's
Contributions to the Twin Oaks Reservoir Tank No. 2

To Whom It May Concern:

I have worked with Infrastructure Engineering Corporation (IEC) since 2005. Since then, I have had numerous opportunities to witness the dedication, effort, and quality that IEC devotes to water and wastewater engineering projects. Their staff has exhibited expertise in all facets required for a project of this magnitude and complexity.

Beginning in late 2004 through April 2008, IEC performed preliminary engineering, final design, and construction management and inspection services for the Twin Oaks 40 MG Reservoir Tank No. 2 Phases 1-3 project. Being the largest structure of its kind in the world, and the highest profile project the District has ever undertaken the District was very pleased to have IEC as a part of the team.

IEC and the various subconsultants and contractors went above and beyond our expectations to supply the District with a project constructed at the highest quality. The relationship between the various contractors and the construction manager was extremely professional. This, combined with knowledge of construction and contract administration, produced a seamless and successful project.

The complexities of this project required extensive coordination between the District and the San Diego County Water Authority. However the team's communication was outstanding and IEC kept me up-to-date on all design and construction activities throughout the project. This experience was outstanding from start to finish and would recommend this firm to anyone looking to design and construct a project of this magnitude.

Vallecitos Water District

Sincerely,



James H. Gumpel, PE
Project Manager

FAX numbers by Department: Administration (760) 744-2738; Engineering (760) 744-3507; Finance (760) 744-5989;
Meadowlark Water Reclamation Facility (760) 744-2435; Operations/Maintenance (760) 744-5246
e-mail: vwd@vwd.org <http://www.vwd.org>

City of Lemon Grove
Construction Management Services: Lemon Grove Avenue Realignment Project
2016-14



**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 3.A
Mtg. Date April 5, 2016
Dept. Development Services Department

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

Staff Contact: Dave De Vries, Development Services Director
Miranda Evans, Assistant Planner

Recommendation:

- 1) Conduct the public hearing; and
- 2) Introduce Ordinance No. 439 (**Attachment B**)

Item Summary:

At the April 21, 2015 City Council Meeting, the City Council directed staff to prepare a draft beekeeping ordinance. The staff report analyzes the benefits, risks and safety of beekeeping and discusses regulations imposed by other jurisdictions. As a result of the analysis, staff proposes amendments to the City's beekeeping regulations. Amendments include provisions relating to permitting, bee species, registration, firefighting material, and public nuisance requirements. The project is a city initiated project.

The staff report (**Attachment A**) outlines the proposed amendments in detail.

Fiscal Impact:

None.

Environmental Review:

- | | |
|---|---|
| ☐ Not subject to review | ☐ Negative Declaration |
| ☒ Exempt, Section 15307 and 15308 | ☐ Mitigated Negative Declaration |

Public Information:

- | | | |
|---|---|---|
| ☐ None | ☐ Newsletter article | ☐ Tribal Government Consultation Request |
| ☒ Notice published in local newspaper | | ☐ Notice to property owners within 500 ft. |

Attachments:

- A. Staff Report
- B. Ordinance No. 439 – (ZA1-600-0001)

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 3.A

Mtg. Date April 5, 2016

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

Staff Contact: Dave De Vries, Development Services Director
Miranda Evans, Assistant Planner

Background:

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

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

Staff analyzed beekeeping regulations throughout the County of San Diego. Out of the nineteen local jurisdictions, there are six agencies (including Lemon Grove) that currently include standards for beekeeping activities. The County of San Diego adopted updates to their beekeeping ordinance in November 2015 and city staff waited until the County adopted formal regulations before continuing the analysis for the City's beekeeping ordinance. The outside jurisdictions with beekeeping standards are the County of San Diego, the City of San Diego, the City of La Mesa, the City of Santee and the City of Chula Vista. It is notable that National City prohibits beekeeping by ordinance.

Discussion:

The following discussion provides an overview of the benefits, risks, and safety measures related to beekeeping, an overview of beekeeping ordinances and regulations adopted by nearby jurisdictions as well as recommendations for modifications to existing beekeeping regulations. Beekeeping, or beehives, are commonly referred to as apiaries and can be a commercial business or a backyard hobby. This staff report serves to identify what concerns should be addressed with the keeping of bees in a residential setting.

Benefits

There is a popular belief that bees are critical to a successful ecosystem and to California agriculture. Residents participate in beekeeping as a hobby for several reasons; some of those

Attachment A

are to provide honey for friends and family as well as feeling that they are contributing to the overall health of the environment. There are many benefits to beekeeping including that:

- Honey bees are responsible for pollinating at least a third of all local food crops;
- Honey bees provide fresh natural honey that can be used to reduce seasonal allergies (on average, a hive can produce approximately 25 pounds of honey a season);
- Honey bees reduce the number of aggressive (Africanized) bees in the vicinity of the docile honeybee hive;
- Honey bees reduce the carbon footprint due to local production;
- Honey bees increase the population of docile honeybees; and
- Honey bees increase number of pollinators.

Risks

The primary risk of beekeeping is a bee sting. Most bees travel about two miles from their hives when searching for food.¹ Everyone is at risk of a bee sting; however, bees typically sting to protect their hive. If you are going to keep bees, there is a higher probability you will get stung. A small percentage of the population is allergic to bee stings (estimates range from two to five percent of the population). A physician can test for bee sting allergies. These allergies can be treated with an EpiPen (contains Epinephrine, also known as adrenalin or adrenaline, is primarily a medication and hormone) prescribed by your doctor.

Safety

In order to reduce the chances of bee stings when allowing for beekeeping, jurisdictions generally consider the number of hives allowed, the size of the property, the proximity of the hives to neighboring residents, viewing from public rights-of-way, safety signage, water sources, fire safety, beekeeping enclosures, the times of day when disturbing hives, the type of bees kept (e.g., docile versus Africanized), and other factors.

State Regulations

The State and County of San Diego have regulations for the protection of bees to preserve California's agricultural economy. The County Department of Agriculture, Weights, and Measures (AWM) regulates beekeeping for the purposes of disease prevention and containment and for compliance with federal, state, and local regulations. State law requires all beekeepers with any apiaries to register the apiaries annually with the Agricultural Commissioner. Registration is \$10.00 per year for beekeepers with ten or more hives and there are no registration fees if you have nine or fewer hives. Beekeepers who do not register with the Agricultural Commissioner risk state fines of up to \$1,000.

Regulations from San Diego County Jurisdictions

Regulations of nearby jurisdictions address many safety concerns as it relates to beekeeping, however, most San Diego jurisdictions do not have any regulations. A summary of the regulations enforced by the County of San Diego, City of San Diego, City of La Mesa, City of Santee, City of Chula Vista, and National City are included on the following pages.

¹ Stern, Douglas. "Bees & Wasps: Don't Let Them Put the Sting on You!" Stern Environmental Group.

Attachment A

The County of San Diego

The County of San Diego updated their Bee Ordinance in November 2015. Prior to the update, beekeepers were required to maintain hives at a distance of 100 feet from a road and 600 feet from neighboring dwellings. These distances were established in the 1960's with commercial beekeeping activities in mind and presented a challenge to hobbyist beekeepers that may have wanted to keep bees in their yards, but did not have a large enough property to comply with requirements. The San Diego County Beekeeping Society claimed that past regulations made it difficult for beekeepers to prosper.

The updated County of San Diego Bee Ordinance includes a variety of new regulations. There are specific regulations related to the use of bee smokers. A "Bee Smoker" is an appliance that utilizes smoke or fire used to aid in manipulating or moving of honey bees. The smoker is a common tool amongst beekeepers and can change the flavor of the honey. Beekeepers are required to maintain honey bees in a structure(s) intentionally provided by the beekeepers for honey bee housing. Other regulations include hive registration, a BMP checklist, identification signs, monthly hive inspections, a minimum six foot high flyover barrier, a fresh water supply available to the bees, a vegetation firebreak, firefighting supply requirements, additional inspection requirements, transportation restrictions, and docile bee requirements. The table below outlines the County's remaining beekeeping regulations in detail. For purposes of the tables, sensitive sites include schools, playgrounds, picnic areas, outdoor sports facilities, daycare centers, senior care facilities, medical facilities, kennels, and horse-boarding facilities.

The County of San Diego Beekeeping Regulations

Tier	Number of Colonies/ Hives	Distance from Hive to Roadway	Distance from Property Line	Distance from Neighboring Dwellings	Distance to Sensitive Sites
A Hobbyist Beekeeping	1-2	25'	25'	35'	150'
B Small Commercial	3-20	50'	100'	100'	150', if between 3 and 10 colonies. 300' if between 11 and 20 colonies.
C Large Commercial	More than 20	100'	N/A	300'	450'

Attachment A

The City of San Diego

The City of San Diego also has a robust list of beekeeping regulations. Only docile honey bees are permitted within the City of San Diego and there are also several locational requirements that need to be met. Other regulations include hive registration, identification signs, a minimum six foot high flyover barrier, a fresh water supply available to the bees, a vegetation firebreak, firefighting supply requirements, transportation restrictions, permission from the property owner where the bees are to be kept, the hive cannot be visible from the public right-of-way, beehive opening requirements, requeening requirements, and smoker requirements. A bee smoker is also required. The separation regulations are outlined in the table below.

The City of San Diego Beekeeping Regulations

Tier	Number of Colonies/ Hives	Distance from Hive to Roadway	Distance from Property Lines	Distance to Neighboring Dwellings
A Hobbyist Beekeeping	2 or fewer	20'	15'	N/A
B Small Commercial	3 or more	100'	N/A	600'

City of La Mesa

The City of La Mesa has specific regulations regarding the placement and transportation of apiaries and separation requirements are outlined in the table below.

The City of La Mesa Beekeeping Regulations

Tier	Number of Colonies/ Hives	Distance from Hive to Roadway	Distance from Property Line	Distance to Neighboring Dwellings	Distance to Sensitive Sites
N/A	N/A	100'	N/A	600'	N/A

Attachment A

City of Santee

The City of Santee has placement standards for apiaries and requires that a water source for the bees be placed on-site. Also, apiaries are allowed only on a lot that is two and one-half acres or more. The separation requirements are outlined in the table below.

City of Santee Beekeeping Regulations

Tier	Number of Colonies/ Hives	Distance from Hive to Roadway	Distance from Property Line	Distance from Neighboring Dwellings	Distance to Sensitive Sites
N/A	N/A	400'	400'	400'	400'

City of Chula Vista

The City of Chula Vista provides that all apiaries be 600 feet from dwellings, but allows them to be closer for research and observation purposes. The separation requirements are outlined in the table below.

City of Chula Vista Beekeeping Regulations

Tier	Number of Colonies/ Hives	Distance from Hive to Roadway	Distance to Property Line	Distance to Neighboring Dwellings	Distance to Sensitive Sites
N/A	N/A	N/A	N/A	600'	N/A

City of National City

Beekeeping is prohibited through an ordinance in the City of National City. It is declared to be unlawful for any person to keep or maintain any bees or hive of or for bees, or any apiary within the territorial limits of the city.

Attachment A

City of Lemon Grove Current Beekeeping Regulations

The Lemon Grove Municipal Code contains provisions related to animal keeping, more specifically beekeeping, under its exotic animal provisions (Section 18.16.060(B) Exotic Animals).

The current provisions allow bees only in the City's residential low and low/medium zoning districts which are the single-family residential areas and make up the majority of the City. The provisions require a beekeeping permit, abutting neighbors would be required to be notified, no more than two hives are allowed and a minimum lot size of 10,000 sq. ft. is required. Two additional hives may be allowed on lots that are 15,000 sq. ft. in area. To date, the City has not received nor approved a bee keeping permit for any residence in Lemon Grove nor is there an adopted fee for a permit. The City has similar separation requirements compared to other jurisdictions, but no distance requirements for sensitive sites. The City also has a water availability requirement to keep bees from searching for alternative water sources.

City of Lemon Grove Beekeeping Regulations

Tier	Number of Colonies/ Hives	Distance from Hive to Roadway	Distance to Property Line	Distance to Neighboring Dwellings	Distance to Sensitive Sites
N/A	1 to 2 on lots >10,000 sq. ft. 1 to 4 on lots >15,000 sq. ft.	100'; and 25' from a private access easement	25'	100'	N/A

The current provisions also reference Chapter 6.12 (repealed November 19, 1990) of the Municipal Code. This repealed Chapter actually included specific standards related to apiaries including sign, separation, transportation, firebreak, firefighting material, bee smoker and inspection requirements related to beekeeping similar to other jurisdictions with the same requirements.

Recommended Amendments

Staff recommends that the City Council adopt an ordinance amending the current beekeeping regulations as follows:

- 1) Replace beekeeping permit requirements with a provision that a minor use permit be obtained. This will require property owner permission, allow for a public notice in the paper, a five hundred radius notice to neighboring property owners, conditions of approval, and rights to appeal a decision by the Development Services Director to the City Council. The current deposit for a minor use permit is \$300. The minor use permit also requires that the following findings are made:
 - a. That the use is compatible with the neighborhood or the community;
 - b. That the use is not detrimental to the health, safety, convenience or general welfare of persons residing or working in the vicinity;
- 2) Add a requirement for firefighting materials near a hive;

Attachment A

- 3) Add that the types of bee species allowed are required to be docile and nonaggressive;
- 4) Require registration of the apiaries with the County of San Diego Department of Agriculture, Weights, and Measures (currently free for less than 10 apiaries on a site).
- 5) Add the public nuisance provisions of Section 6.04.430 to the general provisions of the City's animal keeping regulations (Section 18.16.020) allowing the City to abate any type of animal keeping if it becomes a public nuisance.
- 6) Correct subsection A under exotic animals to reference Section 6.04.420 instead of 6.04.430. This is incorrectly cited.

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

Commercial beekeeping would continue to be prohibited since there are no agricultural zones in the City. This would be the appropriate zoning for such use.

Other requirements were considered as a part of the proposed amendments; however, staff felt that the proposed amendments are adequate in providing adequate precautions for the keeping of bees. |

Public Information:

The proposed amendments are found to be categorically exempt from the California Environmental Quality Act referencing Sections 15307 (actions by regulatory agencies for protection of natural resources) and 15308 (actions by regulatory agencies for protection of the environment).

The Notice of Public Hearing for this item was published in the March 24, 2016 edition of the East County Californian.

No formal public comments have been received as of March 30, 2016.

Conclusion:

Staff recommends that the City Council: 1) conduct public hearing, and 2) introduce Ordinance No. 439 approving Zoning Amendment ZA1-600-0001. |

ORDINANCE NO. 439

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AMENDING CHAPTER 18.16 OF THE LEMON GROVE MUNICIPAL CODE TO PROVIDE MODIFICATIONS TO THE BEEKEEPING REGULATIONS)

WHEREAS, in early 2015, several citizens spoke in a public hearing about an existing beekeeping activity and a related code enforcement case. After that discussion, the City Council directed staff to prepare an agenda item that would allow them to discuss potential guidelines for beekeeping activities in the City; and

WHEREAS, at the April 21, 2015 City Council meeting, staff presented an item to City Council that discussed the City's existing beekeeping regulations, regional beekeeping programs, and current trends for the City Council's consideration. The City Council directed staff to return with a draft beekeeping ordinance that provides comparisons between provisions in the County of San Diego and City of San Diego ordinances; and

WHEREAS, staff analyzed regulations from jurisdictions from across San Diego County and researched bee keeping and associated benefits, risks, and safety precautions; and

WHEREAS, it is in the interest of the health, welfare and safety of the people of the City of Lemon Grove to provide a permitting process to assure effective provisions of beekeeping; and

WHEREAS, bees are beneficial to society and the city as they provide agriculture, fruit, and garden pollination services; and

WHEREAS, the proposed zoning amendment is found to be categorically exempt from the environmental review requirements of the California Environmental Quality Act (Section 15307 and 15308); and

WHEREAS, on April 5, 2016, a public hearing was duly noticed and held by the Lemon Grove City Council; and

WHEREAS, the City Council finds that the following findings required to approve a Zoning Amendment can be made in accordance with Section 17.28.080(B) of the Municipal Code:

1. That the proposed amendment is consistent with the General Plan, in accordance with Government Code Section 65860, as amended.

Provisions for beekeeping are consistent with General Plan objectives, specifically it helps conserve existing biological habitat, limits impacts on the remaining biological habitat, and increases local food resources.

2. That the public health, safety, and general welfare benefit from the adoption of the proposed amendment.

The amendment modifies regulations for beekeeping activities to further encourage beekeeping and to ensure appropriate safety measures are taken to benefit the public health, safety and general welfare of the community; and

NOW, THEREFORE, the City Council of the City of Lemon Grove hereby ordains as follows:

SECTION ONE:

Attachment B

ENVIRONMENTAL FINDING. The City Council finds in its independent judgment that the proposed amendment to the Municipal Code is exempt from environmental review under sections 15307 and 15308 of the California Environmental Quality Act Guidelines.

SECTION TWO:

Amendments to Chapter 18.16, ANIMAL KEEPING, establishing revised regulations for the keeping of bees, is hereby added to the City of Lemon Grove Municipal Code to read as shown in Exhibit A.

INTRODUCED by the City Council on April 5, 2016.

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EXHIBIT A

TEXT OF PROPOSED REGULATIONS

NOTE:

- Text proposed to be added is displayed in underlined type.
- Text proposed to be deleted is displayed in strikethrough type.

In the City of Lemon Grove Municipal Code to amend Animal Keeping Regulations, Chapter 18.16 to read as follows:

Chapter 18.16.020 General provisions [Excerpts only]

K. Public nuisance provisions within section 6.04.430 shall be applicable to animals and insects referenced in this chapter.

Chapter 18.060 Exotic animals- and beekeeping.

A. The keeping of animals considered to be members of a rare and endangered species, exotic or wild animals, including dangerous or poisonous reptiles, shall not be permitted within the city, except as provided in Section ~~6.04.430~~6.04.420 of the Lemon Grove Municipal Code.

B. Beehives may be kept within the residential low and low/medium zoning districts subject to the following:

1. The beekeeper shall apply for a ~~beekeeping~~minor use permit. The permit application shall be filed on a form available in the office of the ~~planning~~development services department and shall be accompanied with a nonrefundable fee or deposit, as established by resolution of the city council.

~~2. Prior to the issuance of a beekeeping permit, the city shall send written notification to the owners and residents of all properties abutting the lot where the bees are to be kept.~~

~~a. The owners and residents of the abutting properties may, within ten days of the date of the notice, file with the planning department a written protest against the issuance of a beekeeping permit.~~

~~b. The only acceptable grounds for protest shall be that a resident of a property which abuts the site of the proposed beekeeping suffers from severe allergic reaction for bee stings. Such allergy and its severity shall be documented by a written statement from a medical practitioner licensed by the state of California.~~

~~c. If the city receives a protest pursuant to this section which included required documentation, no beekeeping permit shall be issued.~~

32. Not more than two beehives shall be permitted on a lot or building site with an area of at least ten thousand square feet. Two additional beehives shall be permitted on a lot with an area of at least fifteen thousand square feet. No more than four beehives shall be permitted on any lot or building site.

~~4. The keeping of bees shall be conducted in accordance with this section and in accordance to the provisions of Chapter 6.12 of the Lemon Grove Municipal Code.~~

53. Beehives shall be placed at least one hundred feet from the exterior line of the traveled way of any public streets, at least twenty-five feet from the exterior line of any private

Attachment B

access easement, at least twenty-five feet from any side or rear lot line, and at least one hundred feet from any dwelling other than that occupied by the owner of the bees.

-64. Beekeepers shall keep sufficient open water available near the beehives during hot and dry weather in compliance with vector control regulations.

75. Beehives shall be well maintained at all times.

6. Only docile bee species may be permitted.

7. Registration with the County of San Diego Department of Agriculture, Weights, and Measures is required prior to beekeeping activities.

8. The following firefighting materials shall be maintained, in good working condition, at all times when the beehive is attended by the keeper, sufficiently near the beehive so as immediately to be available in case of fire:

a. A shovel; and

b. Either a fire extinguisher of the 2 ½ gallon water-under-pressure type or the 5 gallon back-pump type or its equivalent; or a garden hose connected to a source of water.