



City of Lemon Grove
City Council Regular Meeting Agenda

Tuesday, May 19, 2015, 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

Presentation: *National Public Works Week Proclamation*

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

May 5, 2015 – Regular Meeting

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

Reference: Susan Garcia, City Clerk

Recommendation: Approve Minutes

B. City of Lemon Grove Payment Demands

Reference: Cathy Till, Finance Director

Recommendation: Ratify Demands

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

Reference: James P. Lough, City Attorney

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

D. Levy and Collection of Assessments within the Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 for Fiscal Year 2015-2016

The City Council will consider a resolution approving the levy and collection of assessments within the Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 for Fiscal Year 2015-2016.

Reference: Mike James, Public Works Director

Recommendation: Adopt Resolution

E. On-Call Restoration Services Agreements

The City Council will consider a resolution approving professional services agreements with Restoration Management Company and 911 Restoration of San Diego for on-call restoration services.

Reference: Mike James, Public Works Director

Recommendation: Adopt Resolution

2. Draft Fiscal Year 2015-2016 Budgets for the City of Lemon Grove, Roadway Lighting District, Sanitation District, and Successor Agency

The City Council, Roadway Lighting District Board, Sanitation District Board, and Successor Agency Board will review draft budgets for Fiscal Year 2015-2016.

Reference: Graham Mitchell, City Manager & Cathy Till, Finance Director
Recommendation: Provide Feedback

3. Ordinance No. 428 Amending Chapters 8.48 and 18.08 of the Lemon Grove Municipal Code with Reference to the Lemon Grove Best Management Practices (BMP) Manual

The City Council will consider conducting a second reading, by title only, and adopting Ordinance No. 428, an ordinance amending Chapter 8.48 (Stormwater Management and Discharge Control) and Chapter 18.08 (Excavation and Grading) of the Lemon Grove Municipal Code with reference to the Lemon Grove Best Management Practices Manual. This ordinance is responsive to Regional Water Quality Control Board Order No. R9-2013-0001 and Order No. R9-2015-0001.

Reference: Malik Tamimi, Management Analyst
Recommendation: Conduct Second Reading by Title Only and Adopt Ordinance

4. Ordinance No. 427 Approving Zoning Amendment ZA150-0001 Amending the Zoning District from General Commercial (GC) to Residential Medium/High (RMH) for properties on the South Side of Broadway between 8305 Broadway and 8373 Broadway

The City Council will consider conducting a second reading, by title only, and adopting Ordinance No. 427, an ordinance approving Zoning Amendment ZA150-0001 amending the zoning district from General Commercial (GC) to Residential Medium/High (RMH) for properties on the South Side of Broadway between 8305 Broadway and 8373 Broadway.

Reference: Carol Dick, Community Services Director
Recommendation: Conduct Second Reading by Title Only and Adopt Ordinance

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

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

Department Director Reports (Non-Action Items)

Closed Session

Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators
Agency Designated Representative: Graham Mitchell, City Manager
Employee Organization: Local 2728 of the International Association of Firefighters

Pursuant to Government Code Section 54957: Public Employee Appointment
Title: City Manager

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 (619) 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 MEETING OF
THE LEMON GROVE CITY COUNCIL**

**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
May 5, 2015**

Call to Order

Members present: Mary Sessom, George Gastil, Jerry Jones, Jennifer Mendoza, and Racquel Vasquez.
Members absent: None.

City Staff present: Graham Mitchell, City Manager; Carol Dick, Development Services Director; Daryn Drum, Division Fire Chief; Susan Garcia, City Clerk; James P. Lough, City Attorney; Mike James, Public Works Director; Lt. May, Sheriff's Department; Tamara O'Neal, Interim City Engineer; Rick Sitta, Fire Chief; Malik Tamimi, Management Analyst, and Cathleen Till, Finance Director.

Public Comment

Teresa Rosiak Proffit reported on her daughter's kidnapping and return. She urged the City Council to hire additional Sheriff's Deputies.

Bob Jones commented the City's water usage for landscaping and the possibility of wells to provide water.

Stephen Browne commented on a recent incident in his neighborhood. He also reported on the Sheriff's response and believes that the City should hire more Sheriff's Deputies.

1. Consent Calendar

- A. Approval of City Council Minutes**
April 21, 2015 Regular Meeting
- B. Ratification of Payment Demands**
- C. Waive Full Text Reading of All Ordinances and Resolutions on the Agenda**
- D. Claim Denial**
- E. Award Contract for Traffic Signal and Communications Systems Maintenance, Emergency Repairs, and Related Construction Services**

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2015-3328: Resolution of the City Council of the City of Lemon Grove, California Awarding a Contract for Traffic Signal and Communication System Maintenance, Emergency Repairs, and Related Construction Service

2. Resolution Approving Limitations on the Two-Year EDCO Corporation Rate Schedule

Graham Mitchell reported that EDCO provides solid waste disposal services for City residents under a franchise granted by the City Council. EDCO has been operating under the same City Council-approved rate ceiling since 2013.

The purpose of this agenda item is to present a resolution that approves a new two-year EDCO Rate Ceiling for Fiscal Years 2015-16 and 2016-17.

Earlier this year, staff met with EDCO staff regarding a request to increase the maximum waste collection and recycling rates from July 1, 2015 through June 30, 2017. In summary, EDCO requests that the basic residential service rate increases from \$20.44 to \$21.10 per month and basic commercial service rate increases from \$102.74 to \$106.74 per month.

Various cost factors have impacted the solid waste industry, including EDCO. These costs include landfill tipping fees, cost of fuel and labor, and the loss in offsetting revenue from the sale of recycled materials.

Public Speaker(s)

There were no requests from the public to speak.

Action: Motion by Councilmember Jones, seconded by Councilmember Mendoza, to adopt the resolution passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2015-3329: Resolution of the City Council of the City of Lemon Grove, California Authorizing an Amendment to the Franchise Agreement with EDCO Corporation to Grant an Amended Maximum Rate Limitation

3. California Home Financing Authority

Graham Mitchell stated that in 2013, the City began participation in the HERO, PACE, and Figtree PACE programs. Staff presents a third program for City Council consideration that provides property owners a third option with a different financing mechanism.

California Home Finance Authority (CHF), which is in the process of formally changing its name to Golden State Finance Authority, is a joint exercise of powers authority (the Authority JPA). CHF has established two Property Assessed Clean Energy (PACE) financing programs for residential, commercial, industrial and agricultural properties to address high up-front costs for property owners who wish to improve their properties through installation of measures that will generate renewable energy or reduce their energy and water use. CHF contracts with Ygrene Energy Fund CA LLC (Ygrene) to serve as the program administrator and to operate the Ygrene Works for the California PACE financing program.

To participate in the CHF PACE programs, the City must become an Associate Member of CHF. Associate membership requires no dues or other costs to the City.

Public Speaker(s)

There were no requests from the public to speak.

Action: Motion by Councilmember Jones, seconded by Mayor Pro Tem Vasquez to adopt the resolutions passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2015-3331: Resolution of the City Council of the City of Lemon Grove, California Consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority Community Facilities District No. 2015-1 (Clean Energy) to Finance Renewable Energy Improvements, Energy Efficiency and Water Conservation Improvements and Electric Vehicle Charging Infrastructure and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto

Resolution No. 2015-3332: Resolution of the City Council of the City Of Lemon Grove, California Consenting to Inclusion of Properties within the City's Jurisdiction in the California Home Finance Authority, Program to Finance Renewable Energy Generation, Energy and Water Efficiency Improvements and Electric Vehicle Charging Infrastructure and Approving Associate Membership in the Joint Exercise of Powers Authority Related Thereto

4. Public Hearing to Consider General Plan Amendment GPA150-0001 and Zoning Amendment ZA150-0001 (Request to Amend the General Plan Land Use Designation from Transportation and Retail Commercial to Medium/High Residential Density and to Amend the Zoning District from General Commercial (GC) to Residential Medium/High (RMH) on the South Side of Broadway between 8305 Broadway and 8373 Broadway)

Carol Dick explained that the project consists of amending the General Plan Land Use Designation of properties between and including 8305 and 8373 Broadway from Transportation and Retail Commercial to Medium/ High Density Residential and amending the Zoning District from General Commercial (GC) to Residential Medium/High (RMH). This project was initiated by the City to address existing nonconforming uses and to promote the conversion of existing nonconforming uses to the predominant existing residential uses in the area.

The properties are located in an area surrounded by transportation uses, Broadway, SR94, SR125, commercial and residential uses. The area was significantly affected by the design and construction of SR125. Several single family residential properties were identified with the transportation land use designations because it was thought that the properties would be used for the construction of the freeway. Those properties were not used or taken and the land use designation modification from Transportation to Residential Medium/High is part of this request.

The background information from the 1996 General Plan process identifies several existing land uses along the south side of Broadway from SR125 to the east City boundary consisting of commercial, residential and light industrial/warehouse land use designations. The existing development has remained essentially the same in this area with the exception of the construction of a mini-storage facility. The project area is approximately 7.2 acres and involves 10 legal lots.

With the recent listing for sale and marketing of the auto repair lot, City staff believes there is an opportunity to pursue more compatible land use designations in this area. The auto repair business (composed of eight businesses) has been the subject of numerous complaints from neighbors located both in the City of Lemon Grove and the County of San Diego.

Public Speaker(s)

Lin Martin, agent for the property owner, expressed his support for the proposed zoning amendment.

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

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Resolution No. 2015-3330: Resolution of the City Council of the City of Lemon Grove, California Approving General Plan Amendment GPA15-0001 Amending the General Plan Land Use Designation from Transportation and Retail Commercial to Residential Medium/High Density for Ten Properties Located on the South Side of Broadway as Shown on Exhibit A

Action: Motion by Councilmember Mendoza, seconded by Mayor Pro Tem Vasquez, to introduce Ordinance No. 427 and conduct the first reading by title only passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Ordinance No. 427: An Ordinance of the City Council of the City of Lemon Grove, California Approving Zoning Amendment ZA15-0001 Amending the Zoning District from General Commercial (GC) To Medium/High Residential, Lemon Grove, California

5. Draft Fiscal Year 2015-2016 General Fund and General Reserve Fund Budget

Cathy Till reported that For FY 2014-15, staff anticipates that the City will generate \$12.1 million in combined revenue and interfund transfers and will expend \$11.3 million—generating a surplus of approximately \$737,200, which is significantly more than the surplus projected in the FY 2014-15 mid-year budget (\$358,600).

The budget anticipates revenues to be 2 percent more in FY 2015-16 than FY 2014-15, an increase of approximately \$242,600. The proposed budget also shows an increase in the expenditure plan of \$467,700 over FY 2014-15.

The presented draft budget results in a surplus of \$512,100 in FY 2015-16, increasing the General Fund balance from \$2,394,700 to \$2,906,800.

General Fund revenue is anticipated to increase from the mid-year budget of \$11.6 million to \$12.1 million. This is an increase of approximately \$423,900. The primary reasons for the increase are sales tax (+\$376,000) and development fees (+\$108,000), partially offset by a decrease in property tax (-\$92,300) due to a higher delinquency factor than was used in the mid-year budget. Other smaller variances, both positive and negative, make up the difference between the mid-year budget and the anticipated budget.

Of the major revenue sources, sales tax revenue has experienced the most fluctuation over the past ten years. In FY 2015-16, staff projects that the City will collect \$5.40 million in sales tax. That is approximately \$715,000 more than the high of \$4.68 million that the City collected in FY 2006-07. It should be noted that approximately \$200,000 of this is a one-time true up payment due to the wind down of the "Triple Flip" program. Property tax has been steadily increasing since the low of \$1.82 million in FY 2010-11, and is projected to be \$2.23 million in FY 2015-16. Vehicle license fees have also increased at an average rate of 1 percent since FY 2005-06.

In FY 2015-16, overall General Fund revenues are projected to be \$11.8 million dollars, which is an all-time high for the City, exceeding pre-recession revenues by approximately \$281,200. Revenue is expected to increase by \$264,400 in FY 2015-16 over anticipated FY 2014-15 revenue.

Sales tax is projected to grow by \$324,000, or 6.4 percent, due to a one-time payment of approximately \$200,000 (due to the scheduled termination of the "Triple Flip" program) as well as continued strong sales in the auto and construction sectors. One of staff's concerns for the future, given the City's reliance on these two predominant sources of revenue, is the potential that at least one of these sectors will flatten out or even decrease. It is already projected that sales tax will decrease approximately \$200,000 in FY 2016-17 due to the end of the "Triple Flip" program. Property tax is projected to grow at a rate of 4.2 percent, or \$89,900, in FY 2015-16. Development fees are expected to decrease by \$145,000, but this could change depending on building activity in FY 2015-16. Other revenue sources reflect small variances between FY 2014-15 and FY 2015-16.

The proposed budget shows an increase in the expenditure plan of \$467,700. Staff costs increased by \$131,300 due to the two new positions created in FY 2014-15 and step increases.

Services and supplies increased \$209,400, which is due primarily to increases in the City Manager, Fire and Public Works departments.

In addition, contractual obligations increased \$94,200 primarily driven by an increase in the Sheriffs Department's contract.

Public Speaker(s)

Brenda Hammond commented on law enforcement and the prisoner release program.

Teresa Rosiak Proffit commented on City Council's law enforcement discussion.

After the discussion, the City Council directed staff to prepare a revised budget for City Council consideration at the June 2nd meeting.

6. Planning Commission

Graham Mitchell explained that on January 20, 2015, staff presented an agenda item entitled "Planning Commission Analysis." This agenda item followed up on a similar November 4, 2014 item. During the January 20th report, staff addressed four specific questions asked during the November 4th meeting:

What are the alternative ways to solicit community input on a project?

How can we engage citizens proactively?

If the Planning Commission were dissolved, how would that be implemented?

What would be the impact on the City Council agenda schedule?

Staff also included information on appeals, potential unintended consequences of items addressed in the report, and information about project streamlining.

At the conclusion of the January 20th discussion, a motion passed directing staff to solicit input from former and current Planning Commissioners and former Councilmembers and to present one or two alternatives to the current Planning Commission. The plan was to rely on City Council comments and input received from former Councilmembers and former and current Planning Commissioners.

Staff determined that the most effective way to solicit opinions of former Planning Commissioners and former Councilmembers was through a questionnaire. The questionnaire allowed respondents to answer the same questions and to spend time needed to answer thoroughly. The questionnaire also allows the City Council to see the responses first-hand, rather than a summary of verbal interviews conducted by staff.

Councilmember Mendoza provided a report on Planning Commissions throughout the State.

Action: Motion by Mayor Sessom, seconded by Councilmember Gastil, to follow the staff report proposal on page 5 to repurpose the Planning Commission, ensuring that public participation is protected and enhanced, and to establish an implementation schedule passed, by the following vote:

**Ayes: Sessom, Gastil, Jones,
Noes: Mendoza, Vasquez**

7. Ordinance No. 428 Amending Chapters 18.08 and 8.48 of the Lemon Grove Municipal Code with Reference to the Lemon Grove Best Management Practices (BMP) Manual

Malik Tamimi stated that on May 8, 2013, the Regional Water Quality Control Board (RWQCB) adopted Order No. R9-2015-0001 (Permit). The Permit went into effect on June 27, 2013 and requires that the City develop a Jurisdictional Runoff Management Program (JRMP) no later than June 27, 2015. The development of the JRMP requires an update to City Municipal Code Chapter 18.08 (Excavation and Grading) and Chapter 8.48 (Stormwater Management and Discharge Control). A Lemon Grove Best Management Practices Manual was developed in support of the JRMP and for reference in the aforementioned chapters. The recommended updates to the ordinance; as required by the Permit, are consistent with updates being made by other cities in the County.

Action: Motion by Councilmember Jones, seconded by Councilmember Gastil, to introduce Ordinance No. 428 and conduct the first reading by title only passed, by the following vote:

Ayes: Sessom, Gastil, Jones, Mendoza, Vasquez

Ordinance No. 428: An Ordinance of the City Council of the City of Lemon Grove, California Amending Chapter 8.48 (Stormwater Management and Discharge Control) and Chapter 18.08 (Excavation And Grading) of the Lemon Grove Municipal Code with Reference to the Lemon Grove Best Management Practices (BMP) Manual

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

Councilmember Jones reported on meetings at SANDAG, Lemon Grove Clean-up Day, Congresswoman Davis' art competition, the Chamber Legislative Committee, and his participation in the District Attorney's Citizens Academy.

Councilmember Mendoza reported on Lemon Grove Clean-up Day, a Thrive Lemon Grove meeting, and a meeting with seniors at St. John of the Cross Plaza.

Mayor Pro Tem Vasquez attended a Heartland Training Facility Authority meeting, Congresswoman Davis' art competition, La Maestra's Community Health Center's 25th Anniversary, and a LAFCO meeting.

Closed Session

Pursuant to Government Code Section 54957.6: Conference with Labor Negotiators
Agency Designated Representative: Graham Mitchell, City Manager
Employee Organization: Local 2728 of the International Association of Firefighters

Pursuant to Government Code Section 54957: Public Employee Performance Evaluation
Title: City Manager

Closed Session Report: No reportable action was taken.

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 9:30 p.m.

Susan Garcia

Susan Garcia, City Clerk

City of Lemon Grove Demands Summary

Approved as Submitted:

Cathleen Till, Finance Director

For Council Meeting: 05/19/15

ACH/AP Checks 04/22/15-05/06/15 261,653.81

Payroll - 04/28/15 123,636.47

Total Demands 385,290.28

CHECK NO	INVOICE NO	VENDOR NAME	CHECK DATE	Description	INVOICE AMOUNT	CHECK AMOUNT
ACH	Mar15	Calpers Supplemental Income 457	04/22/2015	457 Plan 3/4/15-3/31/15	14,549.04	14,549.04
ACH	Mar15	Wex Inc.	04/29/2015	Fuel - Mar'15 Fire Dept.	784.78	784.78
ACH	Apr28 15	US Treasury	04/30/2015	Federal Taxes 4/28/15	24,094.81	24,094.81
ACH	Apr28 15	Employment Development Dept.	04/30/2015	State Taxes 4/28/15	6,463.19	6,463.19
ACH	May 15	Pers Health	05/04/2015	Health Insurance - May'14	52,407.54	52,407.54
ACH	276741964	US Bank Equipment Finance	05/04/2015	Defibrillator Lease-Contract Payment 5/11/15	1,663.30	1,663.30
ACH	Apr 15	Dharma Merchant Services	05/04/2015	Merchant Fees - Apr'15	1,736.16	1,736.16
ACH	Apr 15	Authorize.Net	05/04/2015	Merchant Fees In-Store & Online - Apr'15	47.49	47.49
ACH	Apr 15	Bluefin Payment Systems	05/04/2015	Merchant Statement Fee - Apr'15	9.95	9.95
3714	PDP150-0001	County of San Diego	04/29/2015	PDP150-0001 Broadway Lofts - CEQA	50.00	50.00
3715	38551	A Aaron Lock & Key	04/29/2015	Re-Key Fire Station Offices	242.00	242.00
3716	B8701	A-Pot Rentals	04/29/2015	Portable Restroom Rental 4/8/15-5/7/15	132.20	132.20
3717	8107	AirTek	04/29/2015	City Hall Duct Cleaning	4,250.00	4,250.00
3718	Apr29 15	American Asphalt & Concrete, Inc	04/29/2015	Refund/Business Lic Renewal Overpymt/American Asphalt	44.00	44.00
3719	7/1/15-6/30/16	American Public Works Association	04/29/2015	APWA Membership Dues- Bell, James 7/1/15-6/30/16	408.00	408.00
3720	1000675	AutoZone, Inc	04/29/2015	Battery - Hustler Mower	35.52	35.52
3721	608768-9	BJ's Rentals	04/29/2015	Propane	26.46	26.46
3722	Uni-3/18/15	Burkett, Terry	04/29/2015	Uniform Allowance - Burkett 3/15/15	333.33	333.33
3723	May 15	California Dental Network Inc	04/29/2015	Dental Insurance - May'15	370.00	370.00
3724	ACSERC-2/15 ACSERC-3/26 ACSERC-3/28 ACSERC-3/31	City of Chula Vista	04/29/2015	After Hours Calls- 02/15/15 After Hours Calls- 03/26/15 After Hours Calls- 03/28/15 After Hours Calls- 3/31/15	195.82 195.82 195.82 195.82	783.28
3725	13066	City of El Cajon	04/29/2015	Overtime Reimbursement- Smylie 3/14/15	1,290.27	1,290.27
3726	2325 2326 2327	Clark Telecom & Electric Inc	04/29/2015	Street Light Repairs- Mar'15 Street Light Maintenance- Mar'15 Street Light Repairs - Pole Knock-Down 2/15/15	544.34 137.33 1,355.53	2,037.20
3727	Apr29 15	Co's Traffic Control, Inc	04/29/2015	Refund/Business Lic Renewal Overpymt/Co's Traffic	76.00	76.00
3728	CA71909	County of SD-Wastewater Management	04/29/2015	Transportation & Capital Replacement Charges- FY13-14	5,854.00	5,854.00
3729	201502497	County of San Diego/Assessor/Recorder/Cl	04/29/2015	Recording Services- Mar'15	6.00	6.00
3730	Apr19 15	Cox Communications	04/29/2015	Phone Service 2873 Skyline 4/19/15-5/18/15	209.14	209.14

3731	11Y52G	DMV	04/29/2015	Off Highway Veh Registration - Green Sticker- '09 Kawk	52.00	52.00
3732	4/13-16/15 4/20-23/15	Esgil Corporation	04/29/2015	75% Building Fees- 4/13/15-4/16/15 75% Building Fees- 4/20/15-4/23/15	5,537.73 31,620.26	37,157.99
3733	51221	Ew Truck & Equipment Co Inc.	04/29/2015	Vehicle Repairs - LGPW# 32	446.99	446.99
3734	Apr29 15	Ideal Plumbing & Heating	04/29/2015	Refund/Business Lic Renewal Overpymt/Ideal Plumbing	40.00	40.00
3735	Apr29 15	Lemon Grove Health Associates, LLC	04/29/2015	Refund/Business Lic Renewal Overpymt/LG Health Associates	284.00	284.00
3736	Apr29 15	Mc Alister Institute for Train	04/29/2015	Refund/Bus License Exempt/McAlister Institute	40.00	40.00
3737	Apr29 15	Mt Vernon Lemon Grove LLC	04/29/2015	Refund/Deposit/MtVernon-LG/7012 & 7024 Mt Vernon	675.05	675.05
3738	INV14092 INV14476	Neogov Finance	04/29/2015	Job Announcement - Administrative Analyst 1/30/15 Job Announcement - P/T Engineering 3/25/15	175.00 175.00	350.00
3739	SI44142	Omega Industrial Supply Inc.	04/29/2015	Hand Sanitizer, Heavy Duty Hand Towels	879.31	879.31
3740	118225	Orange Commercial Credit- Best Tire	04/29/2015	Flat Repair	15.00	15.00
3741	Jul-Dec14	Ott, Manie	04/29/2015	REISSUE- Retiree Health Benefits- July 2014- December 2014	830.22	830.22
3742	Apr29 15	Pacific Home Works	04/29/2015	Refund/Business Lic Renewal Overpymt/Pacific Home Works	50.00	50.00
3743	3010205743 3010205824	Parkhouse Tire Inc	04/29/2015	Vehicle Repairs - Trk# 32 Vehicle Repairs - Trk# 32	314.20 166.63	480.83
3744	65414	Penske Ford	04/29/2015	Oil & Filter Change - '14 Ford F550	47.40	47.40
3745	Apr'15	PLIC- SBD Grand Island	04/29/2015	Dental Insurance - Apr'15	4,196.32	4,196.32
3746	Apr29 15	Quality Home Renovators	04/29/2015	Refund/Business Lic Renewal Overpymt/Quality Home Renovators	46.00	46.00
3747	30460505	RCP Block & Brick, Inc.	04/29/2015	Concrete Mix	8.41	8.41
3748	LG04012015	SD Sports Medicine and Family Health Cent	04/29/2015	Medical Examinations	1,720.00	1,720.00
3749	0252852	SCS Engineers	04/29/2015	Soil Excavation,Transportation & Disposal-Main St Prop- Mar'15	10,467.50	10,467.50
3750	Apr24 15 Apr24 15 Apr24 15	SDG&E	04/29/2015	3225 Olive- 3/23/15-4/22/15 3500 1/2 Main 3/23/15-4/22/15 8119 Broadway- 3/23/15-4/22/15	72.07 236.85 63.96	372.88
3751	FSA#1 2014	Sessom, Mary	04/29/2015	FSA#1 2014 Reimbursement - Sessom 4/15/15	579.48	579.48
3752	Apr 15	Standard Insurance Company	04/29/2015	Long Term Disability Insurance - Apr'15	1,735.58	1,735.58
3753	2810	T-Man Traffic Supply	04/29/2015	Stop Legend - El Prado/San Pasqual, White Paint	674.08	674.08
3754	Apr29 15	Thamer, Daoud	04/29/2015	Refund/Diversion Deposit/Thamer, Daoud/CD5-0016	1,250.00	1,250.00
3755	Apr29 15	The Giant Hamburger	04/29/2015	Refund/Business Lic Renewal Overpymt/The Giant Hamburger	13.00	13.00
3756	Apr29 15	Vanselow, Lisa	04/29/2015	Refund/2 Dog Licenses/Vanselow,Lisa	70.00	70.00
3757	9743872085	Verizon Wireless	04/29/2015	City Phone Charges- 3/13/15-4/12/15	613.15	613.15
3758	70730842 70733373 70738691 70738692 70742633 70747323 70749783	Vulcan Materials	04/29/2015	Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt	105.84 88.56 150.83 187.21 77.39 128.02 90.22	828.07
3759	Apr29 15	Walter Anderson Plumbing, Inc.	04/29/2015	Refund/Business Lic Renewal Overpymt/Walter Anderson Plumbing	90.00	90.00
3760	75198271	Waxie Sanitary Supply	04/29/2015	Cleaning Supplies	2,143.08	2,143.08
3761	FSA#1 2015 Uni-4/3/15	Wilson, Christopher	04/29/2015	FSA#1 2015 Reimbursement - Wilson 4/22/15 Uniform Allowance - Wilson 4/3/15	245.46 98.08	343.54

3762	55383	Anthem Blue Cross EAP	05/06/2015	Employee Assistance Program - May'15	165.00	165.00
3763	Apr22 15	AT&T	05/06/2015	AT&T High Speed Internet Max Plus 4/23/15-5/22/15	74.00	74.00
3764	Apr29 15 Apr29 15	Cox Communications	05/06/2015	Community Center Internet Svc - 4/30/15-5/29/15 Peg Circuit Svc - 4/30/15-5/29/15	75.00 2,851.39	2,926.39
3765	4/27-30/15	Esgil Corporation	05/06/2015	75% Building Fees- 4/27/15-4/30/15	30,902.01	30,902.01
3766	Apr27 15	Helix Water District	05/06/2015	Water Services- 2/25/15-4/27/15	14,713.42	14,713.42
3767	19841	Herzog Contracting Corp.	05/06/2015	Central Ave Extra Work - Install 5 Type "E" Traffic Loops	5,400.00	5,400.00
3768	43 47 48 50	Janazz, LLC	05/06/2015	Computer Maintenance - 4/6/15, 4/7/15 Computer Maintenance - 4/14/15, 4/15/15 Computer Maintenance - 4/20/15, 4/22/15 Computer Maintenance - 4/27/15	375.00 475.00 609.96 300.00	1,759.96
3769	187852	Ninyo & Moore	05/06/2015	Valencia Inspection thru Mar 2015- San Altos	6,970.50	6,970.50
3770	1318-003	Precision Concrete Cutting	05/06/2015	Shaved Concrete - Community Center Front Entrance	375.00	375.00
3771	4708	RapidScale Inc.	05/06/2015	Virtual Hosting 4/30/15	1,666.63	1,666.63
3772	180617 180618	SD East County Chamber of Commerce	05/06/2015	First Friday Breakfast Event - Councilmember Mendoza First Friday Breakfast - Chamber Liaison J Jones, May-Dec 2015	20.00 120.00	140.00
3773	5610004458 5620004454	Siemens Industry Inc.	05/06/2015	Traffic Signal Maintenance- Mar'15 Traffic Response Call Outs - Mar'15	1,222.00 893.09	2,115.09
3774	May5 15	Southern State Insurance, Inc.	05/06/2015	Refund/Bus Lic Rnwl Overpymt/So State Insurance	163.00	163.00
3775	May5 15	The Good Life Tattoo Shop	05/06/2015	Refund/Bus Lic Rnwl Overpymt/Good Life Tattoo	84.00	84.00
3776	7925151-3	Trugreen Landcare	05/06/2015	Landscape Maintenance - Apr'15	9,447.00	9,447.00
3777	420150379	Underground Service Alert	05/06/2015	New Ticket Charges - Apr'15	67.50	67.50
3778	Apr28 15	Vantage Point Transfer Agents-457	05/06/2015	ICMA Deferred Compensation Pay Period Ending 4/28/15	280.77	280.77
					261,653.81	261,653.81

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.D
Mtg. Date May 19, 2015
Dept. Public Works

Item Title: Levy and Collection of Assessments within the Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 for Fiscal Year 2015-2016

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving the levy and collection of assessments within the Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 for Fiscal Year 2015-2016 and directing the City Clerk to file the levy with the County of San Diego Auditor and Controller on or before August 10, 2015.

Item Summary:

The Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 was created in September 1997, pursuant to the provisions of the Landscaping and Lighting Act of 1972. The District includes 46 properties.

The engineer's report was presented and approved by the City Council on September 2, 1997. In order to pay for maintenance of the landscaped areas, the assessment may be adjusted annually by the greater of 3 percent or the percentage increase of the Consumer Price Index (CPI), within a maximum cap of \$335 per parcel.

Staff recommends a 3 percent increase in the assessment for Fiscal Year 2015-2016. The staff report (**Attachment A**) details the reasons and the proposed budget for the Wildflower Landscape Maintenance Assessment District.

Fiscal Impact:

The FY 2015-2016 budget anticipates revenues of \$9,200 and expenditures totaling \$7,700.

Environmental Review:

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

Public Information:

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

Attachments:

- A. Staff Report
- B. Resolution

Attachment A

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.D

Mtg. Date May 19, 2015

Item Title: **Levy and Collection of Assessments within the Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 for Fiscal Year 2015-2016**

Staff Contact: Mike James, Public Works Director

Discussion:

On September 2, 1997, the City Council created the Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 (District), pursuant to the provisions of the Landscaping and Lighting Act of 1972. At that meeting, an engineer's report detailed the need for an assessment in order to pay for the maintenance of the landscaped areas. The District includes 46 properties located along both sides of Gold Lake Road, Blue Lake Court, Long Lake Court, and Green Lake Court.

Each year, the City Council may increase the annual assessment by the greater of 3 percent or the percentage increase of the Consumer Price Index (CPI), with a maximum cap of \$335 per parcel. As reported in March 2015 by the United States Department of Labor, Bureau of Labor and Statistics, the CPI for All Urban Consumers in the San Diego area increased by 1.3% during the prior 12 months.

As established in Fiscal Year 2014-2015 (FY 2014-15), District staff recommends building the District's reserve fund up to its established goal of \$11,550. This goal equals one year of District total expenditures plus 40 percent of operational expenditures anticipated in one-year. The benefits of establishing this reserve account will accomplish two goals: 1) It will prevent any cost overruns or property assessment defaults from negatively impacting the City's General Fund budget; 2) It will establish a reserve balance that would adequately fund any unforeseen major infrastructure repairs or utility cost increases during the year.

For the reasons detailed above, staff recommends a 3 percent increase in the assessment from \$194.23 to \$200.04 during FY 2015-16, which equals the greater of 3 percent or the percentage increase of the CPI. The following District budget was prepared to reflect staff's recommendation.

Attachment A

FY 2015-16 Budget Descriptions	Balance
Beginning Fund Balance	\$5,000
Revenue	
Annual Assessment Revenue	\$9,200
Expenditure	
Salaries – Regular	(\$3,900)
Benefits	(\$1,000)
Contract Services	(\$1,700)
SDG&E / Helix Water	(\$1,000)
Transfer to City for Admin & Operations	(\$100)
Ending Fund Balance	\$6,500

At the end of FY 2015-16, staff anticipates a surplus of \$1,500, which will increase the fund balance to \$6,500. The District will meet its reserve goal of \$11,550 in four years if the District continues to experience similar surpluses.

Staff will continue to monitor the fiscal stability of the District each year, paying close attention to the expenditures made and the need to adjust the annual assessment in order to safeguard the District's fiscal health.

Conclusion:

Staff recommends that the City Council adopt a resolution (**Attachment B**) approving the levy and collection of assessments within the Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 for Fiscal Year 2015-2016 and directing the City Clerk to file the levy with the County of San Diego Auditor and Controller on or before August 10, 2015.

Attachment B

RESOLUTION NO. 2015 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING THE LEVY AND COLLECTION OF ASSESSMENTS WITH THE LEMON GROVE WILDFLOWER LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT 97-1 FOR FISCAL YEAR 2015-2016

WHEREAS, on September 2, 1997, the City Council adopted Resolution No. 1805, declaring the results of a property owner protest proceeding held in the Lemon Grove Wildflower Landscaping Maintenance Assessment District 97-1 (District); and

WHEREAS, the engineer's report for the District, approved by Resolution No. 1804, on file with the City Clerk, gives a full and detailed description of the proposed assessments upon assessable lots and parcels of land within the District; and

WHEREAS, the City Council desires to increase the assessment against parcels of land with the District for the fiscal year commencing on July 1, 2015 and ending June 30, 2016, to pay the expenses of operating, maintaining and servicing landscaping and appurtenant facilities located within public places in the District; and

WHEREAS, the City Council has determined that a 3 percent increase in the annual assessment will be needed for Fiscal Year 2014-2015.

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

1. Sets the assessment rate for Fiscal Year 2013-2014 in the Lemon Grove Wildflower Landscape Maintenance Assessment District 97-1 at \$200.05 per parcel; and
2. Directs the City Clerk to file the levy with the County of San Diego Auditor and Controller on or before August 10, 2015.

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**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 1.E
Mtg. Date May 19, 2015
Dept. Public Works

Item Title: On-Call Restoration Services Agreements

Staff Contact: Mike James, Public Works Director

Recommendation:

Adopt a resolution (**Attachment B**) approving professional services agreements (**Attachment B – Exhibit 1 and 2**) with Restoration Management Company and 911 Restoration of San Diego for on-call restoration services in the City of Lemon Grove.

Item Summary:

In order to adequately manage emergencies that arrive involving the City's infrastructure, professional restoration management companies are recommended to be pre-screened and on-call. Staff proposes entering into agreements for on-call restoration services with two companies: Restoration Management Company and 911 Restoration of San Diego.

The staff report (**Attachment A**) details the procurement process, qualifications, and special services provided by both companies.

Fiscal Impact:

The amount currently allocated for restoration services in the FY 2015-2016 General Fund and Sanitation District budgets are \$10,000 and \$20,000, respectively; no additional funding is requested at this time.

Environmental Review:

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

Public Information:

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

Attachments:

- A. Staff Report
- B. Resolution

LEMON GROVE CITY COUNCIL STAFF REPORT

Item No. 1.E

Mtg. Date May 19, 2015

Item Title: On-Call Restoration Services Agreement

Staff Contact: Mike James, Public Works Director

Background:

The City of Lemon Grove maintains over 74,000 square feet of facilities, 67 miles of sewer main lines, and one lift station in the City. In most instances, when an emergency occurs that requires restoration services (e.g. sewer overflow or a water leak in a City-owned building) the City mitigates the problem by declaring an emergency per the City's purchase policy and calls a local company for repairs. Rather than relying on the nearest company that may or may not have the most applicable experience to respond, staff recommends establishing a pre-qualified list of companies that have the knowledge, skills and abilities to address each emergency as it arises. An on-call restoration services program should include:

- 24 hours, 7 days a week response capabilities,
- Professionally trained staff,
- Ability to prepare timely and accurate reports,
- Local office in San Diego County, and
- A single point of contact for all calls for service.

The primary purpose of establishing an on-call list is to pre-qualify companies to perform a series of activities. This will minimize response times, establish cost estimates in advance of events occurring, and minimize paperwork to be completed when an unforeseen event occurs.

Historically, the City has not created an on-call restoration services list but rather relied on City staff and various restoration contractors to perform emergency spill mitigation activities as they occurred throughout the City. During Fiscal Year 2014-2015, funds were allocated to manage restoration services as needed within City maintained areas from the Sanitation District (\$20,000) and the City's Facilities Division (\$10,000). During this period, no funds were expended by the Sanitation District or the City for said services.

The remaining portion of this staff report details the procurement process and qualifications provided by each contractor.

Discussion:

On October 20, 2014, the City advertised a request for qualifications (RFQ) for professional restoration services firms in order to establish an on-call list. The City advertised the RFQ through the eBidboard and through the City's website. Two companies responded to the RFQ with statements Restoration Management Company (RMC) and 911 Restoration of San Diego (911 Restoration). The scope of work included projects like fire & smoke damage restoration, environmental services, and specialty services such as complete content restoration and electronic restoration.

Attachment A

Staff evaluated both statements, performed reference checks, and concluded that both RMC and 911 Restoration met the requirements stated in the RFQ.

Qualifications and Special Services of RMC

RMC has been in business since 1985. It currently has 11 offices located throughout the State of California, with a local office in San Diego. It employs 275 employees that specialize in the following areas:

- Fire & Smoke Damage Restoration
 - Corrosion Control
 - Equipment Protection
 - Structural Cleaning
 - HVAC Cleaning
 - Odor & Soot Removal
- Water Damage Restoration
 - Water Removal
 - Structural Drying
 - Desiccant Dehumidification
 - Thermal Imaging Analysis
- Specialty Services
 - Complete Content Restoration
 - Electronic Restoration
 - Vital Document Recovery
 - Secure Site Services
- Abatement
 - Asbestos/lead removal
 - Mold Removal
 - Controlled Demolition
- Climate Control
 - Temporary Power
 - Temporary HVAC

In San Diego County, RMC has recently worked with the cities of San Diego, National City, La Mesa, and the Grossmont Unified School District. RMC has worked with the City of Lemon Grove to mitigate a sewer line pipe collapse at the Senior Center. RMC has numerous certifications and affiliations with professional associations that staff believes qualify it to manage any type of restoration need that the City may encounter.

Qualifications and Special Services of 911 Restoration

911 Restoration was established in 2007. It is a complete restoration company specializing in professional cleanup and repair from water, smoke and mold damage. Currently employing 10 staff members, 911 Restoration is a Federal and State certified small business that is based out of San Diego. Services provided by 911 Restoration include:

- Water Extraction and Structure Drying,

Attachment A

- Mold Remediation,
- Smoke and Fire Damage,
- Board Up Services,
- Odor Control,
- Air Duct Cleaning, and
- Restoration and Reconstruction to Pre-Loss Condition.

911 Restoration has recently worked for the following government and commercial entities: National Training Center Fort Irwin, United States Department of Veteran Affairs - Los Angeles Hospital, United State Coast Guard Base Alameda, Fashion Valley Mall, and Best Buy. 911 Restoration has certifications and affiliations with professional associations that staff believes qualify it to manage any type of restoration need that the City may encounter.

Key Points of the Agreement

The proposed contract will allow the City to receive:

- A three year agreement with established costs for services,
- 24/7 availability for emergency call outs, and
- Free consulting services regarding restoration activities or questions that City staff may have.

Conclusion:

Staff recommends that the City Council adopt a resolution (**Attachment B**) approving agreements (**Attachment B – Exhibit 1 and 2**) with Restoration Management Company and 911 Restoration for on-call restoration services in the City of Lemon Grove.

Attachment B

RESOLUTION NO. 2015 - _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA
APPROVING AGREEMENTS WITH RESTORATION MANAGEMENT COMPANY AND 911
RESTORATION OF SAN DIEGO FOR ON-CALL RESTORATION SERVICES
IN THE CITY OF LEMON GROVE**

WHEREAS, the City maintains over 74,000 square feet of facilities, 67 miles of sewer main lines, and one lift station; and

WHEREAS, the City has not formally adopted an on-call restoration services program but rather relied on City staff and professional contractors to perform as needed restoration services; and

WHEREAS, an on-call restoration services response program is essential for ensuring a timely, safe and professional response to any emergency or routine restoration call for service; and

WHEREAS, Restoration Management Company and 911 Restoration of San Diego have agreed to the professional agreement terms as presented in (**Exhibit 1 and 2**); and

WHEREAS, staff believes that both Restoration Management Company and 911 Restoration of San Diego provide special services and maintain a professional training standard that can manage any restoration service need required by the City.

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

1. Approves an agreement (**Exhibit 1**) with Restoration Management Company for on-call restoration services in the City of Lemon Grove; and
2. Approves an agreement (**Exhibit 2**) with 911 Restoration of San Diego for on-call restoration services in the City of Lemon Grove; and
3. Authorizes the City Manager or designee to execute and manage all contractual documents. |

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Attachment B – Exhibit 1

**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
RESTORATION MANAGEMENT COMPANY**

THIS AGREEMENT is approved and effective upon the date of the last signature, by and between the CITY OF LEMON GROVE, a municipal corporation (the "CITY"), and RESTORATION MANAGEMENT COMPANY, a professional restoration company (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide on-call restoration management services.

WHEREAS, the CITY has determined that the CONTRACTOR 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 routine and emergency mitigation and restoration services as needed.

The CONTRACTOR shall be responsible for all work related to this agreement and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings as needed to keep staff advised of the progress on any project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services. In accordance with the City's Purchase Policy, no single project will exceed \$30,000 without prior authorization from the City Council.

3. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Superintendent and Public Works Superintendent are hereby designated as Project Coordinators 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

Attachment B – Exhibit 1

responsibility for the progress and execution of this Agreement for the CONTRACTOR. _____ 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 on pages 9-12 shall not exceed thirty thousand dollars and zero cents (\$30,000.00) (the Base amount) without prior written authorization from the City Council. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the scope of work as determined by and in the sole discretion of the CITY.

The CONTRACTOR shall maintain all 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 expire on June 30, 2018. If a project runs past the expiration date, the work will continue until all work has been completed by the CONTRACTOR and accepted by the CITY.

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 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.

Attachment B – Exhibit 1

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.

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

Attachment B – Exhibit 1

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 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.

Attachment B – Exhibit 1

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.

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.

Attachment B – Exhibit 1

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 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

Attachment B – Exhibit 1

satisfactorily completed on such documents and other materials up to the effective date of the Notice of Termination, not to exceed the amounts payable hereunder, and less any damages caused the CITY by the CONTRACTOR's breach, if any. Thereafter, ownership of said written material shall vest in the CITY all rights set forth in Section 6.

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

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: City of Lemon Grove
 Public Works Department
 3232 Main Street
 Lemon Grove, CA 91945-1701

To the CONTRACTOR: Restoration Management Company
 8340 Camino Santa Fe. Unit A
 San Diego, CA 92121

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 interest's conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the 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.

Attachment B – Exhibit 1

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.

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

Attachment B – Exhibit 1

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

officers)

By: _____
Graham Mitchell

City Manager
(Title)

(Date)

RESTORATION MANAGEMENT COMPANY

(Corporation – signatures of two corporate

Partnership – one signature)

(Sole proprietorship – one signature)

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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Schedule of Fees - 2014

Labor Rates:	Unit	Price
Senior Project Manager	Per Hour	\$105.00
Project Manager	Per Hour	\$85.00
Operations Manager	Per Hour	\$75.00
Technical Cleaning Specialist	Per Hour	\$70.00
Environmental Supervisor	Per Hour	\$68.00
Environmental Technician	Per Hour	\$60.00
Desiccant Technician	Per Hour	\$62.00
HVAC Supervisor	Per Hour	\$63.00
HVAC Technician	Per Hour	\$55.00
Restoration Supervisor	Per Hour	\$60.49
Restoration Technician	Per Hour	\$56.02
Administrative	Per Hour	\$42.56
Cleaning Technician	Per Hour	\$42.56
General Labor	Per Hour	\$33.00
Management of Customer Labor Force - per hour/per person	Per Hour	\$3.00 to \$5.00

Note:
Labor calculations are based on an 8 hour workday, Monday through Friday. All hours worked beyond 8 hours Monday through Friday will be considered overtime. Overtime hours will be calculated at 1.5 times the regular rate. All hours worked on Saturday will be considered overtime for the first 8 hours and double time thereafter. Sunday and holidays will be calculated at 2 times the regular rate per schedule.
Labor charges include travel time (portal to portal)
Mobilization and Demobilization fees TBD based on location
Travel, lodging and per diem will be charged at cost plus 10% profit and 10% overhead
Subcontractors and equipment which is rented from others will be billed at cost plus 10% profit and 10% overhead

Storage Rates:	Unit	Price
Storage Vault	Per Day	\$3.83
Storage Vault	Per Month	\$115.00

Cartage and Disposal Service:	Unit	Price
Misc. Construction Debris	Per Job	OPEN
Disposal	Min. Charge	\$25.00

This Schedule of Fees is subject to change without notice. For customers under an annual agreement, thirty (30) days written notice will be provided.

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Equipment List

Item	UOM	Price
AC - 1 Ton	DA	\$ 125.00
Air Mover - 2000 CFM	DA	\$ 27.50
Airless Sprayer	DA	\$ 45.00
Airwolf (Hardwood floor drying system)	DA	\$ 95.00
Axial Air Mover	DA	\$ 32.50
Blower, Industrial - 4000 CFM	DA	\$ 300.00
Cart, High Tech	DA	\$ 12.50
Cart, Debris	DA	\$ 40.00
Compressor	DA	\$ 38.55
Dehumidifier - Large (1200 / Evo / R175)	DA	\$ 85.00
Dehumidifier - Ex Large (2000 / 2400 / R200)	DA	\$ 125.00
Dehumidifier - Desiccant 150	DA	\$ 125.00
Dehumidifier - Desiccant 600	DA	\$ 375.00
Dehumidifier - Desiccant 2000	DA	\$ 950.00
Dehumidifier - Desiccant 5000	DA	\$ 1,550.00
Dolly - Appliance	DA	\$ 9.00
Dragon - Indirect Heat	DA	\$ 174.53
Drill - Cordless / Electric	DA	\$ 12.00
Dry Ice Machine	DA	\$ 485.00
Electrical - Cord	DA	\$ 3.00
Electrical - Light String - 100'	DA	\$ 10.00
Electronic Oven (Large)	DA	\$ 325.00
Extraction unit - Portable	DA	\$ 150.00
Extraction unit - Truck Mount	DA	\$ 540.00
Extreme Extractor	DA	\$ 185.00
Fan - 36 Inch	DA	\$ 42.00
Flex Duct 8"-12" X 25'	DA	\$ 35.00
Flex Duct 14"-20" X 25'	DA	\$ 62.00
Fogger - Wet	DA	\$ 15.00
Generator - Portable	DA	\$ 79.00
Generator 56KW	DA	\$ 386.00
Halogen Work Light	DA	\$ 6.00
Halogen Work Light - Dbl	DA	\$ 20.00
Hand Grinder	DA	\$ 12.50
Heater 60 KW	DA	\$ 375.00
HVAC Collector - 5000	DA	\$ 225.00
Hydroxyl Generator - 3 optic	DA	\$ 230.05
Inject-Dry / Dry Force	DA	\$ 140.00
Ladder - A Frame	DA	\$ 6.00
Ladder - Extension	DA	\$ 10.00
Manometer	DA	\$ 20.00
Negative Air / Air Scrubber - 2000	DA	\$ 125.00
Negative Air / Air Scrubber - 500	DA	\$ 72.50
Ozone Generator	DA	\$ 150.00

Item	UOM	Price	
Radio - 2 way	DA	\$ 6.00	
Pallet Jack	DA	\$ 20.00	
Power Cable - 50'	DA	\$ 13.00	
Power Cable - Tail	DA	\$ 4.00	
Power Distribution Box	DA	\$ 28.00	
Pressure Washer	DA	\$ 130.00	
Pressurized Steam Cleaner	DA	\$ 375.00	
Pump Sprayer	DA	\$ 5.00	
Sander - 4 1/2" w/HEPA attachment	DA	\$ 6.00	
Saw - Circular (Skilsaw)	DA	\$ 12.50	
Saw - Reciprocating (Sawzall)	DA	\$ 15.00	
Saw - Specialty Drywall (Kett)	DA	\$ 32.00	
Soda Blasting Machine	DA	\$ 485.00	
Submersible Pump 2"	DA	\$ 181.42	
Submersible Pump 3/4"	DA	\$ 35.00	
Terminator (Floor Stripper)	DA	\$ 250.00	
Thermal Fogger	DA	\$ 100.00	
Thermal Imaging Camera	DA	\$ 225.00	
Tool Box	DA	\$ 15.00	
Tool Box - High Tech	DA	\$ 55.00	
Turbo Vent (48")	DA	\$ 10.00	
Turbo Vent (Mini)	DA	\$ 80.00	
Ultra Sonic	DA	\$ 350.00	
Unger Pole 18-24ft	DA	\$ 12.50	
Unger Pole 8-12ft	DA	\$ 9.50	
Vacuum, HEPA	DA	\$ 42.50	
Vacuum, Shop Vac	DA	\$ 20.00	
Vacuum, Upright	DA	\$ 9.00	
Water Collector	DA	\$ 3.50	
Zip Walls	DA	\$ 12.00	
Vehicles		Unit	Price
Dump Truck	DA	\$ 250.00	
Forklift - 8000 lb	DA	\$ 225.00	
Moving Truck (16')	DA	\$ 160.00	
Moving Truck (24')	DA	\$ 245.00	
Passenger Van	DA	\$ 160.00	
Service Van	DA	\$ 75.00	
Tractor (Semi)	DA	\$ 325.00	
Trailer (14')	DA	\$ 30.00	
Trailer (Flatbed)	DA	\$ 355.00	
Trailer (53' Restoration)	DA	\$ 525.00	
Utility Vehicle (F150/250 - E150/250)	DA	\$ 85.00	
Water Damage Unit (14' Box Truck)	DA	\$ 95.00	

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**AGREEMENT
BY AND BETWEEN
THE CITY OF LEMON GROVE
AND
911 RESTORATION OF SAN DIEGO**

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 911 RESTORATION OF SAN DIEGO, a professional restoration company (the "CONTRACTOR").

RECITALS

WHEREAS, the CITY desires to employ a CONTRACTOR to provide on-call restoration management services.

WHEREAS, the CITY has determined that the CONTRACTOR 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:

23. 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.

24. SCOPE OF SERVICES. The CONTRACTOR will perform routine and emergency mitigation and restoration services as needed.

The CONTRACTOR shall be responsible for all work related to this agreement and shall not rely on personnel of the CITY for such services, except as authorized in advance by the CITY. The CONTRACTOR shall appear at meetings as needed to keep staff advised of the progress on any project.

The CITY may unilaterally, or upon request from the CONTRACTOR, from time to time reduce or increase the Scope of Services to be performed by the CONTRACTOR under this Agreement. Upon doing so, the CITY and the CONTRACTOR agree to meet in good faith and confer for the purpose of negotiating a corresponding reduction or increase in the compensation associated with said change in services. In accordance with the City's Purchase Policy, no single project will exceed \$30,000 without prior authorization from the City Council.

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25. **PROJECT COORDINATION AND SUPERVISION.** The Community Services Superintendent and Public Works Superintendent are hereby designated as Project Coordinators 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. _____ thereby is designated as the Project Director for the CONTRACTOR.

26. **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 on pages 9-12 shall not exceed thirty thousand dollars and zero cents (\$30,000.00) (the Base amount) without prior written authorization from the City Council. Monthly invoices will be processed for payment and remitted within thirty (30) days from receipt of invoice, provided that work is accomplished consistent with the scope of work as determined by and in the sole discretion of the CITY.

The CONTRACTOR shall maintain all 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.

27. **LENGTH OF AGREEMENT.** This agreement will expire on June 30, 2018. If a project runs past the expiration date, the work will continue until all work has been completed by the CONTRACTOR and accepted by the CITY.

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

Attachment B – Exhibit 2

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.

29. 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.

30. 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.

31. 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.

32. 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

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license, permit, or approval which is legally required for the CONTRACTOR to practice its profession.

33. **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.

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

35. **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

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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.

36. 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.

37. 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.

38. 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.

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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 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.

39. **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.

40. **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.

Attachment B – Exhibit 2

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

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

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

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

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

42. **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: City of Lemon Grove
Public Works Department
3232 Main Street
Lemon Grove, CA 91945-1701

To the CONTRACTOR: 911 Restoration of San Diego
4174 Sorrento Valley Boulevard, Suite H
San Diego, CA 92121

Attachment B – Exhibit 2

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.

43. 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 interest's conflict in any way with those of the CITY OF LEMON GROVE. The CONTRACTOR also agrees not to specify any product, treatment, process or material for the project in which the CONTRACTOR has a material financial interest, either direct or indirect, without first notifying the CITY of that fact. The CONTRACTOR shall at all times comply with the terms of the Political Reform Act and the 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.

44. 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.

Attachment B – Exhibit 2

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

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

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

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

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

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

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

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

Attachment B – Exhibit 2

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

CITY OF LEMON GROVE

911 RESTORATION OF SAN DIEGO

(Corporation – signatures of two corporate officers)

(Partnership – one signature)

(Sole proprietorship – one signature)

By: _____
Graham Mitchell

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)

Attachment B – Exhibit 2



911 Restoration

4174 Sorrento Valley Blvd. Suite H
 San Diego, CA 92121
 Office 858-625-0003
 Fax 858-625-0004
 License # 955773

CONTINUED - Equipment Costs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Air mover (per 24 hour period) - No monitoring	1.00 EA	0.00	26.63	0.00	26.63
Dehumidifier (per 24 hour period) - No monitoring	1.00 EA	0.00	60.95	0.00	60.95
Dehumidifier (per 24 hour period) - Large - No monitoring	1.00 EA	0.00	79.52	0.00	79.52
Dehumidifier (per 24 hour period) - XLarge - No monitoring	1.00 EA	0.00	101.29	0.00	101.29
Negative air fan/Air scrubber (24 hr period) - No monit.	1.00 DA	0.00	74.56	0.00	74.56
Neg. air fan/Air scrub.-Large (per 24 hr period)-No monit.	1.00 DA	0.00	124.54	0.00	124.54
Neg. air fan/Air scrub.-XLrg (per 24 hr period)-No monit.	1.00 DA	0.00	140.00	0.00	140.00
Heat drying - thermal air exchanger	1.00 DA	0.00	325.00	0.00	325.00
HEPA Vacuuming - Light - (PER SF)	1.00 SF	0.00	0.35	0.00	0.35
Water extraction from carpeted floor	1.00 SF	0.00	0.59	0.00	0.59
Totals: Equipment Costs				0.00	933.43

Supply Costs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Protect - Cover with plastic	1.00 SF	0.00	0.30	0.01	0.31
Protect - Cover with plastic - after hours	1.00 SF	0.00	0.39	0.01	0.40
Apply anti-microbial agent	1.00 SF	0.00	0.24	0.00	0.24
Apply anti-microbial agent - after hours	1.00 SF	0.00	0.36	0.00	0.36
Add for personal protective equipment (hazardous cleanup)	1.00 EA	0.00	7.87	0.61	8.48
Totals: Supply Costs				0.63	9.79
Line Item Totals: PRICE_LIST				0.63	2,115.14

Attachment B – Exhibit 2



911 Restoration

4174 Sorrento Valley Blvd. Suite H
 San Diego, CA 92121
 Office 858-625-0003
 Fax 858-625-0004
 License # 955773

PRICE_LIST

Cost Per Employee

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Hazardous Waste/Mold Cleaning Technician - per hour	1.00 HR	0.00	86.97	0.00	86.97
Emergency service call - during business hours	1.00 EA	0.00	166.05	0.00	166.05
Emergency service call - after business hours	1.00 EA	0.00	250.18	0.00	250.18
Water Extraction & Remediation Technician - per hour	1.00 HR	0.00	59.31	0.00	59.31
Water Extraction & Remediation Technician - after hours	1.00 HR	0.00	89.05	0.00	89.05
Equipment setup, take down, and monitoring (hourly charge)	1.00 HR	0.00	59.31	0.00	59.31
Equip. setup, take down & monitoring - after hrs	1.00 HR	0.00	89.05	0.00	89.05
Totals: Cost Per Employee				0.00	799.92

Storage Costs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Off-site storage & insur. - climate controlled - per month	1.00 SF	0.00	1.41	0.00	1.41
Totals: Storage Costs				0.00	1.41

Disposal Costs

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
Haul debris - per pickup truck load - including dump fees	1.00 EA	123.90	0.00	0.00	123.90
Single axle dump truck - per load - including dump fees	1.00 EA	246.69	0.00	0.00	246.69
Totals: Disposal Costs				0.00	370.59

Equipment Costs

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

Item No. 2
Mtg. Date May 19, 2015
Dept. Finance Department

Item Title: **Draft Fiscal Year 2015-2016 Budgets for the City of Lemon Grove, Roadway Lighting District, Sanitation District, and Successor Agency**

Staff Contact: Graham Mitchell, City Manager and Cathy Till, Finance Director

Recommendation:

Provide feedback regarding the draft Fiscal Year 2015-16 budgets for the General Fund, all other City funds, the Roadway Lighting District, the Sanitation District, and the Successor Agency.

Item Summary:

Staff presents a follow-up budget discussion from the May 5, 2015 City Council meeting. In addition, staff presents the draft Fiscal Year 2015-16 (FY 2015-16) budgets for the General Fund, the General Reserve Fund, other funds managed by the City, and budgets for the Roadway Lighting District, Sanitation District, and Successor Agency. Direction provided by the City Council will help in drafting the final consolidated budget, which will be presented on June 2, 2015.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

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

Attachments:

- A. Staff Report
- B. Draft Fiscal Year 2015-16 Budgets

Attachment A

LEMON GROVE CITY COUNCIL, ROADWAY LIGHTING DISTRICT BOARD,
SANITATION DISTRICT BOARD & SUCCESSOR AGENCY |
STAFF REPORT |

Item No. 2

Mtg. Date May 19, 2015

Item Title: **Draft Fiscal Year 2015-2016 Budgets for the City of Lemon Grove, Roadway Lighting District, Sanitation District, and Successor Agency**

Staff Contact: Graham Mitchell, City Manager and Cathy Till, Finance Director

Discussion:

The purpose of this staff report is to provide follow-up analysis regarding questions that the City Council posed at its May 5th meeting, as well as to present draft budgets for the General Fund, the General Reserve Fund, the other funds managed by the City, the Roadway Lighting District, the Sanitation District, and the Successor Agency for Fiscal Year 2015-2016 (FY 2015-16).

General Fund & General Reserve Fund

On May 5th, staff presented the FY 2015-16 General Fund and General Reserve Fund budgets for City Council discussion. The City Council provided positive feedback on the draft budget that was presented, including an expenditure for potential additional security in the Main Street Promenade area and a storm drain inventory study. During the draft budget discussion, the City Council requested additional information. The purpose of this section of the staff report is to respond to the questions posed and to provide analysis regarding some of the options presented. This section will address the combined General Fund/General Reserve Fund balances for FY 2014-15 and FY 2015-16, law enforcement questions, and an analysis of the proposed budget items previously presented.

Combined General Fund/General Reserve Fund Balances

The May 5th budget staff report indicated General Fund surpluses of approximately \$737,200 in FY 2014-15 and approximately \$526,500 in FY 2015-16. Since that time, however, the latest Heartland JPA (JPA) reconciliation revealed that the City will owe approximately \$140,000 for its portion of the JPA shared costs in FY 2014-15 due to mid-year staffing changes. Staff presents both funds combined to reflect a full understanding of the surplus available for allocation. The table below shows the combined surplus of both funds for the current fiscal year and for the next fiscal year, along with combined fund balances:

	FY 2014-15	FY 2015-16
Beginning Combined Balance	\$3,430,000	\$3,517,600
General Fund	617,200	563,300
General Reserve Fund	<u>(529,600)</u>	<u>(260,300)</u>
<i>Combined Surplus</i>	<i>87,600</i>	<i>300,000</i>
Ending Combined Balance	\$3,517,600	\$3,817,600

Based on the current draft budget plan, the City's combined general reserves increase by approximately \$387,600 between July 1, 2014 and June 30, 2016. The negative surplus in the General Reserve Fund in FY 2014-15 is due mainly to the deferred maintenance projects (\$345,000) and payment for a new fire engine and equipment (\$114,000). In FY 2015-16, the negative surplus in the General Reserve is due mainly to setting aside \$150,000 for the General

Attachment A

Plan Update project, \$65,000 for the installation of the exhaust system at the Fire Station, and \$17,500 for an executive search consulting firm. As a reminder, approximately \$200,000 of the General Fund surplus in FY 2015-16 is one-time funds resulting from a “true-up” from the State.

Law Enforcement Questions

At the May 5th meeting, the City Council asked staff to present data related to law enforcement activity. Specifically, staff was asked to provide comparisons of law enforcement per capita ratios, calls for service at Citronica One and the Main Street Promenade, how calls are prioritized by the Sheriff’s Department, data on response times, and historic law enforcement staffing levels in the City.

Per Capita Ratios – Staff compared the City’s law enforcement per capita ratio with other cities that contract with the Sheriff’s Department for services and with the Rancho San Diego station. For the comparison, staff used law enforcement staff (patrol, traffic, motor and special purpose deputies, and sergeants). Not included were community service officers, detectives, lieutenants, and captains.

City	Staff	Population/ Staff
Del Mar	7	586
San Marco	63	861
Solana Beach	14	966
Santee	45	1,247
Imperial Beach	22	1,247
Poway	39	1,267
Encinitas	46	1,354
Vista	71	1,375
Lemon Grove	19	1,376
Rancho San Diego Station	55	2,113

Although Lemon Grove has the lowest number of deputies per capita amongst the contract cities, the City’s law enforcement complement is not dissimilar to five of the cities. Also, several of the comparison cities have deputies assigned to schools and paid for through other sources.

Citronica One & Main Street Promenade Call Volumes – The City Council also asked about the number of calls for service to Citronica One and to the Main Street Promenade. In 2014, the Sheriff’s Department was called to Citronica One a total of 13 times—about once per month. Interesting to note, that as Citronica One’s management became more proactive with several problematic tenants, the calls for service have trended downward in 2015. Staff compared calls for service with other similar sized apartment complexes in the City. Using call data from 19 other complexes, averaging 63 units (similar to Citronica One’s 56 units), staff determined that there were 0.2 made per unit in 2014. Citronica One experienced 0.25 calls per unit. Using 2015 data in which Citronica One was able to reduce calls, the call ratio will be well below the average for similar sized complexes in Lemon Grove.

The Main Street Promenade experienced very high call volumes—a total of 133 calls in 2014 or 2.5 calls per week to the site. Calls to this site are heavily influenced by the volume of transit users. Staff also looked at 1st quarter data in 2014 and 2015 to identify any trends. Between 2014 and 2015, the calls for service at the Main Street Promenade dropped by 18 percent.

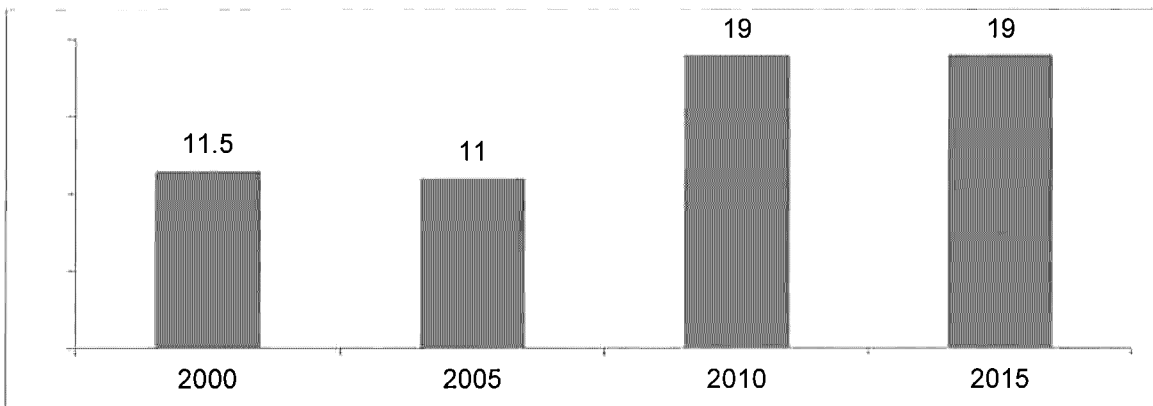
Prioritization of Calls – during the City Council presentation, Lieutenant Chris May will provide information on how calls for service are prioritized and dispatched. In short, the Sheriff’s

Attachment A

Department has identified approximately 270 types of possible calls and given each a prioritization rating.

Response Time Data – the Sheriff’s Department analyzed the calls for services generated in Lemon Grove in 2014. They analyzed the average time it took 1) from the call to dispatch to the time the deputy arrived on scene, and 2) from a deputy being dispatched to the time the deputy arrived on scene. The analysis showed that for all calls—high and low priority calls—the average time from a call being made to the time a deputy arrived was 12.66 minutes and the average time from a deputy being dispatched to the time arriving on scene was 6.20 minutes. High priority calls in 2014 were responded to immediately.

Historic Law Enforcement Staffing – Staff compared the law enforcement staffing levels in 2015, with levels from 2010, 2005, and 2000. The graph below shows staffing of patrol, traffic, motor and special purpose deputies assigned specifically to Lemon Grove:



Proposed General Fund/General Reserve Fund Expenditures

The May 5th staff report outlined potential expenditures that were not included in the draft budget, but were presented for possible inclusion. These costs represent either costs associated with City Council priorities or administrative recommendations.

First, approximately \$200,000 of the anticipated surplus in FY 2015-16 is derived from one-time revenue. Staff recommends that this amount be allocated to paying down the City’s CalPERS Unfunded Actuarial Liability. A lump sum payment of \$200,000 next fiscal year will generate an approximate savings of \$650,000 over the next twenty years, given current investment and actuarial assumptions. If the City Council were to initiate this payment, staff recommends establishing a separate fund to manage the collection of funds and distributions of payments to CalPERS.

If the City Council opts to make the one-time payment to CalPERS, the City will have a remaining \$100,000 in surplus funds. The following were suggestions for City Council consideration as presented in the May 5th staff report or discussed at the last City Council meeting (listed from most expensive to least):

- Add a Deputy (\$199,000) – the cost of a new deputy includes \$159,000 for the deputy, \$17,000 for start-up costs, and \$23,000 for a vehicle. The station lieutenant will determine how to best utilize the deputy to meet the needs of the community based on law enforcement data. Staff is concerned that the cost to add an additional deputy will put the City into deficit spending in FY 2015-16. Furthermore, in the past three years, none of the other San Diego County laws enforcement contract cities have added deputies—one city has actually reduced its complement by one. Staff is investigating a U.S. Department of Justice grant program. Under this program, the City may be able to

Attachment A

fund 90 percent of one deputy (not including the vehicle or start up costs). If the grant is awarded, it would pay \$139,000 of the \$199,000 deputy cost for a three year period.

- Add an Assistant Planner (\$38,600) – over the past few years as the economy has improved, the Development Services Department has experienced a dramatic increase in the number of permits that it processes. Over a four year period, submitted permits have increased from 700 to 943 per year—this is an increase from 3.5 per day to 4.8 per day. An assistant planner will alleviate some of the pressure currently experienced by Development Services staff. This position will become especially critical if the City is awarded the State Housing/Park grant and several of the SANDAG Smart Growth Grant applications.
- Add a Street Tech (\$31,700) – during the City Council priority setting workshop discussions, one of the priorities in 2015 is to enhance the appearance of the City. Staff suggests that one effective strategy to accomplish this goal is to designate a staff person exclusively to addressing graffiti abatement, illegal dumping, litter, and shopping carts. This staff person would also handle special clean up projects and could provide additional support to City park maintenance. During free time, this person would also be assigned to street and sanitation projects.
- Miscellaneous Cost of Living Adjustment (COLA) or Medical Allowance (\$14,600) – one of the items presented in the May 5th staff report was the consideration of a COLA for miscellaneous employees. Since 2010, the City has been able to keep salary increases equal with increases in the consumer price index. A 2 percent COLA would continue with that aim and would be a \$14,600 impact to the General Fund. Alternatively, the City could offer an increase of \$100 per month in medical flex benefits to miscellaneous employees. This increase would help offset the increasing cost for medical insurance—since 2010, the HMO cost for a family has increased by \$325. An increase in the flex contribution would cost the General Fund approximately \$11,100 and is non-“PERSable.”
- Job Reclassifications (\$10,900) – currently two employees (Human Resources Analyst and the Accounting Clerk) are working out of class. Reclassification to Human Resources Manager and Administrative Accounting Assistant would bring them in line with the current duties assigned to them and would have a General Fund impact of \$4,000 and \$6,900, respectively.

Other City-Operated Funds

In addition to the General Fund and the General Reserve Fund, the City operates 26 other funds. Budget details for these fund are included in **Attachment B**. Following is a summary of the significant budget items related to the other City funds.

Gas Tax Fund (2) – in FY 2015-16, this fund has budgeted \$825,300 for street operations and maintenance. This amount is \$50,500 more than the anticipated FY 2014-15 budget, due partially to the the City retaining \$74,500 in unspent funds from FY 2014-15. However FY 2015-16 revenue is projected to be \$98,400 less that FY 2014-15 due to lower gas prices, an increase in fuel efficient automobiles, as well as a decrease in the excise tax rate.

Street Construction Reserve Fund (3) – In FY 2015-16, the budget reflects \$100,000 to be spent on the Lemon Grove Avenue Realignment Project.

Park Land Dedication Ordinance Fund (5) – these restricted funds may only be used for capital improvement projects associated with City parks. In FY 2015-16, staff recommends that \$64,200 be expended on continuing park improvements, which may include expanding the

Attachment A

skate spot, replacing playground equipment, purchasing park furnishings, dog park play structures, exercise equipment, and refurbishing the civic center fountain.

Grants Fund (8) – this fund manages various grants totaling \$479,700, including \$225,000 to be spent on Safe Routes to School projects on Palm Street near the former Palm Middle School and Golden Avenue near Golden Avenue Elementary School. In addition, if SANDAG awards the City any or all of the grants that were applied for in April 2015, the revenue and expenditures will be affected.

CDBG Fund (9) – this fund will manage this year's Community Development Block Grant allocation in the amount of \$169,000 for street and sidewalk rehabilitation.

TDA Fund (10) – these funds must be expended on maintaining and/or improving public transit facilities. The fund has approximately \$130,000 in unspent funds saved from prior years, which must be expended on transit related improvements (bus shelter/pad upgrades). In addition, there is \$237,400 available for the Lemon Grove Avenue Realignment Project, which is projected to be expended in FY 2015-16.

TransNet (14) – In FY 2014-15 the budget reflects total expenditures of \$1,911,000. The expenditures are as follows: \$909,000 on the Lemon Grove Avenue Realignment Project, \$139,200 on traffic related projects, \$201,700 on storm drain maintenance and improvements, \$559,700 on traffic and pavement projects, and \$101,300 on administrative expenses.

Integrated Waste Reduction (21) – The purpose of this fund is to manage household hazardous waste. This budget projects revenue of \$22,300 and expenditures of \$42,300. The fund balance is projected to be \$46,700 at the end of FY 2015-16.

Wildflower Assessment District (22) – the budget reflects \$9,100 in revenue and \$7,700 in expenditures. The ending fund balance is projected to be \$6,800.

Serious Traffic Offender Program (23) – the budget reflects spending \$10,000 on traffic-related expenditures (supplies and equipment).

Self-Insured Workers Compensation Reserve (25) – the fund projects interest revenue of \$1,400, a transfer to the General Reserve Fund of \$25,000, no expenditures, and an ending fund balance of \$501,600. In addition, the fund has an accrued claims liability of approximately \$175,900, which represents the potential future cost of current claims.

Storm Water Program Fund (26) – in FY 2015-16, the budget reflects a total expenditure of \$217,000. This includes \$37,900 for staff costs, and \$179,100 for permitting, monitoring and reporting functions.

Regional Transportation Congestion Improvement Program (27) – this fund collects impact fees as required by the Regional Transportation Congestion Program. The budget projects spending \$34,000 on the Lemon Grove Avenue Realignment Project in FY 2015-16.

Self-Insured Liability Reserve (29) – the projected fund balance is \$449,800. This fund receives a dividend from the City's insurance pool, which is projected to be \$20,000. Offsetting that revenue are costs of \$20,000.

PEG Fund (30) – a Public Education and Governmental (PEG) fund was established to collect designated monies from cable franchisees that operate within the City. In FY 2015-16, the budget reflects \$56,400 in revenue. The budget projects \$36,000 to be spent on connection fees, \$3,000 on professional fees, and \$50,000 on one-time capital improvements to the Community Center audio infrastructure.

Housing Fund (31) – no activity is expected.

Attachment A

Capital Reserve Fund – staff recommends creating this new fund to allocate funds for future capital improvements and to account for multi-year projects. For example in FY 2014-15, the City Council allocated reserve funds for re-roofing City Hall. This project was not completed. Rather than re-budgeting the project, staff recommends transferring the General Reserve funds to this new fund to pay for the project.

Community Facilities District (33) – this fund collects assessments from properties adjacent to the Main Street Promenade. Expenditures in this fund are limited to contractual services, repair and maintenance, and utilities at the Main Street Promenade. The budget reflects total revenues of \$14,600 and expenditures of \$17,800. As the adjacent properties develop, the assessment revenue will increase, so the deficit will be eliminated.

Roadway Lighting District Budget

The Lemon Grove Roadway Lighting District manages two funds for two separate lighting activities. Fund 11, the General Benefit Fund, provides funding for street light benefits throughout the community. Fund 12, the Local Benefit Assessment Fund, provides for enhanced lighting benefits at mid-blocks. Revenues in the two funds are expected to reach \$245,500 in FY 2015-16. The funds pay for repair, maintenance, and energy costs of street lights. The total expenditure is anticipated to be \$319,700 in FY 2015-16.

The Local Benefit Assessment District (Fund 12) has entered into a 40-month utility cost repayment agreement with San Diego Gas & Electric. The repayment plan will be completed in April 2017. The revenue generated by Fund 12 (\$87,100) is not sufficient to support its operating costs (\$195,800) over the long term. Staff recommends that a future agenda item address solutions to this issue. The projected combined fund balance in these two funds is projected to be \$367,300 (\$333,300 in Fund 11, \$34,000 in Fund 12).

Sanitation District Budget

The Lemon Grove Sanitation District manages two funds—an Operations Fund (15) and a Reserve Fund (16). In FY 2015-16, the District anticipates generating \$6.0 million in total revenue. Offsetting this revenue, the District anticipates expending \$5.2 million for operating costs and \$1.5 million for capital improvement projects. The revenue and expenditure plan will leave a balance of \$14.2 million in the District's reserves at the end of the fiscal year.

A portion of the City's CalPERS Unfunded Actuarial Liability (UAL) is attributable to the Sanitation District. The PERSable wages of the Sanitation District represent 33 percent of the City's total PERSable wages. This equates to the District's share of the UAL being approximately \$1.8. During the last auditor presentation, he indicated that enterprise districts, beginning in FY 2014-15, are required to report unfunded liabilities as an expenditure in the financial statement (this requirement is from GASB 68). The draft Sanitation District budget currently shows this expenditure as a line item in Fund 15 (operational budget). Fund 15 also includes an expenditure of \$4,000 for actuarial consulting services to determine the most cost effective and prudent strategy for paying off the District's liability. Staff recommends that a future Sanitation District Board agenda item be dedicated to this discussion.

Successor Agency Budget

In FY 2015-16, the Successor Agency anticipates receiving approximately \$3.1 million in Redevelopment Property Tax Trust Fund (RPTTF) proceeds from the County. The FY 2015-16 budget reflects bond interest payments totaling \$1.1 million, bond principal payments totalling \$660,000, various administrative costs totaling \$250,000, and a payment of \$694,400 to PERS to pay down the Successor Agency's share of the unfunded liability. Although is unlikely the Successor Agency will receive the entire amount, due to the limited amount of RPTTF available,

Attachment A

staff is including all of the items as placeholders, since all of them have been approved by the DOF. Bond payments will always be paid first.

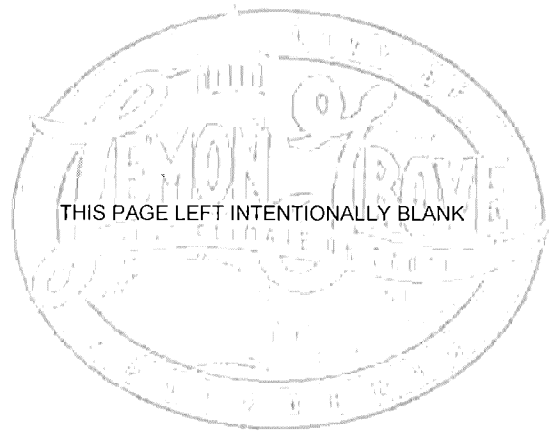
In addition, staff anticipates spending \$500,000 on the Lemon Grove Avenue Realignment Project, which is funded with bond proceeds. Once the Lemon Grove Realignment Project is complete, the Successor Agency's primary activity will be making bond payments. This will result in minimal administrative reimbursements to the City. In addition, if approved, the Successor Agency will make loan repayments to the City to the extent funds are available—it is unknown when those payment will occur.

Conclusion:

Staff recommends that the City Council provide feedback to assist with preparation of the FY 2015-16 budgets for the General Fund/General Reserve Fund, the other funds managed by the City, the Roadway Lighting District funds, the Sanitation District funds, and the Successor Agency fund. With that feedback, staff will prepare a final budget for City Council consideration at the June 2nd meeting. At that time, staff will present the Consolidated Budget for the City of Lemon Grove, the Master Fee Schedule, and the Appropriations Limit.

**GENERAL FUND
SUMMARY OF RESOURCES**

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE	\$ 377,200	\$ 987,900	\$ 1,657,500	\$ 1,657,500	2,274,700
REVENUES					
Licenses	110,200	109,000	103,000	104,000	105,000
Property Tax	2,035,700	2,064,200	2,227,300	2,135,000	2,224,900
Development Fees	300,000	312,700	260,000	368,000	272,000
Sales Tax & Triple Flip Adjustment .25%	3,897,100	4,294,800	4,700,000	5,076,000	5,400,000
Franchise Fees	889,300	923,600	932,000	932,000	932,000
Transient Occupancy Tax	36,800	39,400	35,800	35,800	35,800
Interest Income	2,200	2,500	2,500	2,000	2,000
Miscellaneous Income	110,400	67,500	21,500	54,000	23,500
Vehicle License Fees	13,400	11,100	10,700	10,700	10,700
Vehicle License Fee Adjustment	1,886,800	1,940,700	2,024,500	2,024,500	2,074,500
Parks & Recreation Fees	108,000	100,300	95,400	98,700	96,700
Rents & Leases	325,800	330,900	238,000	236,000	224,000
Traffic Fines-Public Safety	103,400	120,700	125,500	140,000	140,000
Fire Department Fees	271,000	254,800	253,600	270,600	272,600
TOTAL REVENUES:	\$ 10,090,100	\$ 10,572,200	\$ 11,029,800	\$ 11,487,300	\$ 11,813,700
TRANSFERS					
Gas Tax Fund	830,200	927,400	64,900	60,000	44,500
Supplemental Law Enf. Service Fund	100,100	100,000	100,000	100,000	100,000
TDA Administration	60,300	64,200	3,600	3,600	17,400
Lighting District - General District Administration	48,300	25,100	4,700	4,700	9,000
Lighting District Loc. Ben. Administration	30,600	61,300	2,600	2,600	4,900
TransNet Administration	84,300	81,700	-	-	-
Integrated Waste (AB939) Administration	26,500	28,200	600	600	1,200
Sanitation District Administration	1,483,900	1,562,200	548,500	548,500	552,400
Wildflower Dist. Administration	5,500	5,300	100	100	100
Serious Traffic Offender Program Fund Admin.	2,000	2,000	-	-	-
Storm Water Administration	36,800	39,000	-	-	-
Successor Agency - Administration	250,000	248,000	37,800	16,600	24,600
Transfer to Storm Water Fund	(81,100)	(75,500)	(157,500)	(165,000)	(156,200)
TOTAL TRANSFERS:	\$ 2,877,400	\$ 3,068,900	\$ 605,300	\$ 571,700	\$ 597,900
TOTAL REVENUES & TRANSFERS:	\$ 12,967,500	\$ 13,641,100	\$ 11,635,100	\$ 12,059,000	\$ 12,411,600
TOTAL RESOURCES:	\$ 13,344,700	\$ 14,629,000	\$ 13,292,600	\$ 13,716,500	\$ 14,686,300

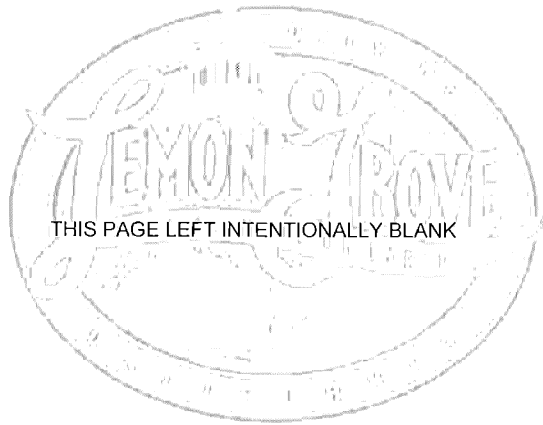


**GENERAL FUND
SUMMARY OF EXPENDITURES BY DEPARTMENT**

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
EXPENDITURES:					
City Council	130,100	130,200	67,600	67,600	68,000
City Manager	473,000	525,400	219,000	217,900	299,500
City Attorney	128,900	112,600	151,500	140,700	141,500
Finance	361,100	400,700	189,800	191,800	226,500
Law Enforcement	4,567,600	4,801,100	4,944,000	4,944,000	5,042,400
Animal Control	202,600	202,100	201,100	208,800	203,800
Fire	3,505,600	3,623,700	3,863,200	4,005,800	4,165,900
Development Services	1,207,800	1,304,900	571,600	648,000	644,600
Public Works	1,780,100	1,870,800	1,068,700	1,017,200	1,059,100
TOTAL EXPENDITURES:	\$ 12,356,800	\$ 12,971,500	\$ 11,276,500	\$ 11,441,800	\$ 11,851,300
GENERAL FUND BALANCE	\$ 987,900	\$ 1,657,500	\$ 2,016,100	\$ 2,274,700	\$ 2,835,000

**GENERAL FUND
SUMMARY OF EXPENDITURES BY FUNCTION:**

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Function:					
Salaries	4,125,200	4,389,500	3,018,900	3,158,900	3,198,600
Retirement	816,200	838,100	621,500	625,300	626,900
Benefits-Other	974,500	945,800	667,300	661,100	696,200
Services & Supplies	1,600,500	1,725,400	1,661,300	1,693,100	1,931,000
Contracted Services	4,790,700	5,013,500	5,246,900	5,243,800	5,338,000
Recreation Programs	49,700	59,200	60,600	59,600	60,600
TOTAL EXPENDITURES:	\$ 12,356,800	\$ 12,971,500	\$ 11,276,500	\$ 11,441,800	\$ 11,851,300



**GENERAL FUND
SUMMARY OF EXPENDITURES BY DEPARTMENT AND FUNCTION**

CITY COUNCIL	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries	47,500	48,900	17,000	17,000	17,000
Retirement	9,500	9,300	3,900	3,900	4,200
Benefits-Other	25,500	26,300	9,000	9,000	9,000
Services & Supplies	47,600	45,700	37,700	37,700	37,800
TOTAL:	\$ 130,100	\$ 130,200	\$ 67,600	\$ 67,600	\$ 68,000
CITY MANAGER	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries	315,800	340,700	120,500	120,500	136,100
Retirement	62,500	67,400	29,100	29,100	39,900
Benefits-Other	58,200	60,200	23,500	23,800	22,600
Services & Supplies	36,500	57,100	45,900	44,500	100,900
TOTAL:	\$ 473,000	\$ 525,400	\$ 219,000	\$ 217,900	\$ 299,500
CITY ATTORNEY	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Professional Services (Contract Salary)	128,900	112,600	141,500	140,700	141,500
Litigation Services-non City Attorney	-	-	10,000	-	-
TOTAL:	\$ 128,900	\$ 112,600	\$ 151,500	\$ 140,700	\$ 141,500
FINANCE	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries	192,700	226,700	73,200	73,200	91,900
Retirement	36,600	42,100	15,700	15,800	26,700
Benefits-Other	39,700	49,800	17,100	17,300	18,800
Services & Supplies	92,100	82,100	83,800	85,500	89,100
TOTAL:	\$ 361,100	\$ 400,700	\$ 189,800	\$ 191,800	\$ 226,500
LAW ENFORCEMENT	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Sheriff's Contract	4,459,200	4,698,800	4,894,300	4,894,300	4,992,700
Services & Supplies	108,400	102,300	49,700	49,700	49,700
Animal Control	202,600	202,100	201,100	208,800	203,800
TOTAL:	\$ 4,770,200	\$ 5,003,200	\$ 5,145,100	\$ 5,152,800	\$ 5,246,200

**GENERAL FUND
SUMMARY OF EXPENDITURES BY DEPARTMENT AND FUNCTION**

FIRE	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries	2,044,700	2,144,400	2,292,300	2,428,300	2,456,700
Retirement	452,000	444,200	475,500	475,500	432,800
Benefits-Other	514,700	480,700	499,600	490,000	532,900
Services & Supplies	494,200	554,400	595,800	612,000	743,500
TOTAL:	\$ 3,505,600	\$ 3,623,700	\$ 3,863,200	\$ 4,005,800	\$ 4,165,900

**DEVELOPMENT SERVICES
DEPARTMENT**

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
PLANNING					
Salaries	312,300	335,000	149,900	149,500	161,900
Retirement	56,100	62,100	33,000	33,000	43,600
Benefits-Other	49,000	56,000	28,100	28,100	28,400
Services & Supplies	233,200	248,800	185,800	244,900	212,600
SUBTOTAL:	650,600	701,900	396,800	455,500	446,500

ENGINEERING

Salaries	354,600	390,600	87,800	96,500	91,600
Retirement	58,600	64,600	13,800	15,800	29,500
Benefits-Other	71,500	73,500	13,300	15,400	15,200
Services & Supplies	72,500	74,300	59,900	64,800	61,800
SUBTOTAL:	557,200	603,000	174,800	192,500	198,100
TOTAL:	1,207,800	1,304,900	571,600	648,000	644,600

PUBLIC WORKS DEPARTMENT

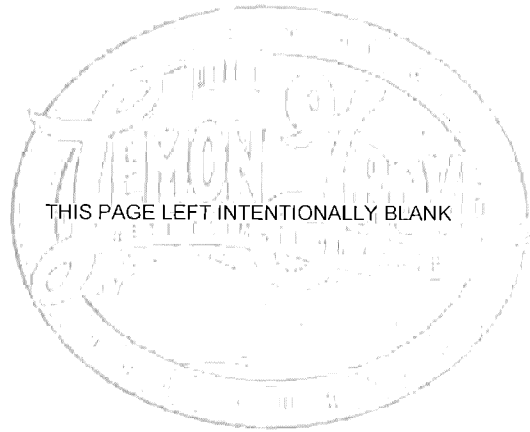
	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Administration					
Salaries	162,300	179,400	24,100	32,300	24,600
Retirement	32,000	35,300	5,300	7,000	7,100
Benefits-Other	26,900	28,000	9,500	10,400	9,000
Services & Supplies	21,000	30,800	48,900	55,600	125,200
SUBTOTAL:	\$ 242,200	\$ 273,500	\$ 87,800	\$ 105,300	\$ 165,900

STREETS

Salaries	321,300	339,500	-	-	-
Retirement	50,400	54,900	-	-	-
Benefits-Other	64,600	72,200	-	-	-
Services & Supplies	134,100	130,500	143,900	134,800	144,400
SUBTOTAL:	\$ 570,400	\$ 597,100	\$ 143,900	\$ 134,800	\$ 144,400

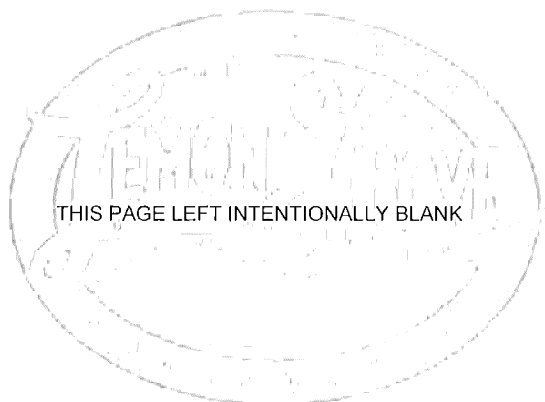
**GENERAL FUND
SUMMARY OF EXPENDITURES BY DEPARTMENT AND FUNCTION**

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
COMMUNITY SERVICES					
Salaries	119,500	113,600	125,300	110,300	112,100
Retirement	12,300	12,600	16,200	16,200	17,600
Benefits-Other	21,600	26,700	29,400	29,400	28,300
Services & Supplies	53,500	48,100	50,400	49,900	50,500
Programs	49,700	59,200	60,600	59,600	60,600
SUBTOTAL:	\$ 256,600	\$ 260,200	\$ 281,900	\$ 265,400	\$ 269,100
GROUNDS					
Benefits-Other	43,300	4,900	4,800	4,600	4,600
Services & Supplies	249,100	231,300	227,500	226,700	226,700
SUBTOTAL:	\$ 292,400	\$ 236,200	\$ 232,300	\$ 231,300	\$ 231,300
FACILITIES					
Salaries	116,500	125,600	128,800	131,300	106,700
Retirement	22,000	24,300	29,000	29,000	25,500
Benefits-Other	30,200	32,000	33,000	33,100	27,400
Services & Supplies	58,200	120,000	132,000	87,000	88,800
SUBTOTAL:	\$ 226,900	\$ 301,900	\$ 322,800	\$ 280,400	\$ 248,400
SANITATION					
Salaries	138,000	145,100	-	-	-
Retirement	24,200	21,300	-	-	-
Benefits-Other	29,300	35,500	-	-	-
Services & Supplies	100	-	-	-	-
SUBTOTAL:	\$ 191,600	\$ 201,900	\$ -	\$ -	\$ -
TOTAL:	\$ 1,780,100	\$ 1,870,800	\$ 1,068,700	\$ 1,017,200	\$ 1,059,100
GENERAL FUND GRAND TOTAL:	\$ 12,356,800	\$ 12,971,500	\$ 11,276,500	\$ 11,441,800	\$ 11,851,300
BEGINNING FUND BALANCE	\$ 377,200	\$ 987,900	\$ 1,657,500	\$ 1,657,500	\$ 2,274,700
TOTAL REVENUES:	\$ 10,090,100	\$ 10,572,200	\$ 11,029,800	\$ 11,487,300	\$ 11,813,700
TOTAL TRANSFERS:	\$ 2,877,400	\$ 3,068,900	\$ 605,300	\$ 571,700	\$ 597,900
TOTAL REVENUES & TRANSFERS:	\$ 12,967,500	\$ 13,641,100	\$ 11,635,100	\$ 12,059,000	\$ 12,411,600
TOTAL EXPENDITURES:	\$ 12,356,800	\$ 12,971,500	\$ 11,276,500	\$ 11,441,800	\$ 11,851,300
ENDING FUND BALANCE	\$ 987,900	\$ 1,657,500	\$ 2,016,100	\$ 2,274,700	\$ 2,835,000



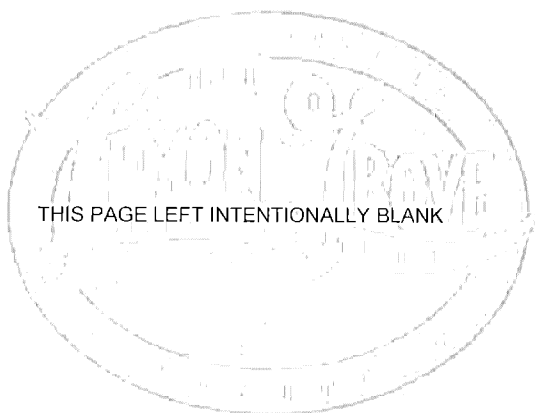
EXPENDITURE DETAIL - CITY COUNCIL

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries - Regular	47,500	48,900	17,000	17,000	17,000
SUBTOTAL SALARIES	\$ 47,500	\$ 48,900	\$ 17,000	\$ 17,000	\$ 17,000
Medical Insurance	18,600	19,300	6,500	6,500	6,500
Retirees Health Insurance	6,100	6,200	2,100	2,100	2,100
Medicare	700	700	300	300	300
Life Insurance	100	100	100	100	100
Retirement	9,500	9,300	3,900	3,900	4,200
SUBTOTAL BENEFITS	\$ 35,000	\$ 35,600	\$ 12,900	\$ 12,900	\$ 13,200
Community Promotions	7,000	2,500	2,500	2,500	2,500
Computer Maintenance	4,600	3,900	3,300	3,300	3,400
Copier Service	400	-	200	200	200
Insurance Premium:Liability	2,300	2,500	1,500	1,500	1,500
Insurance Premium:Property	200	300	300	300	300
Membership & Dues	21,200	22,200	22,200	22,200	22,200
Mileage	6,900	9,300	3,200	3,200	3,200
Office Supplies	1,000	600	200	200	200
Travel & Meetings	1,500	2,200	1,500	1,500	1,500
Utilities-Gas & Electric	2,000	2,200	2,800	2,800	2,800
Utilities-Telephone	500	-	-	-	-
SUBTOTAL SERVICES & SUPPLIES	\$ 47,600	\$ 45,700	\$ 37,700	\$ 37,700	\$ 37,800
TOTAL	\$ 130,100	\$ 130,200	\$ 67,600	\$ 67,600	\$ 68,000



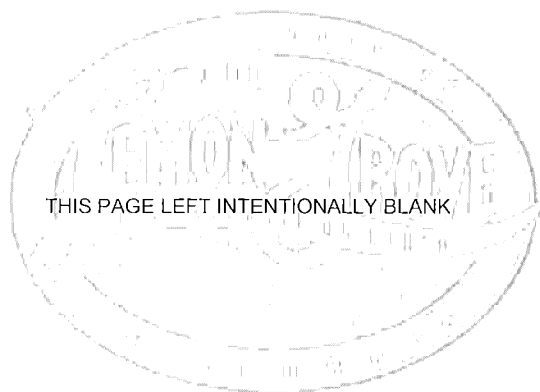
EXPENDITURE DETAIL - CITY MANAGER

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries - Regular	315,800	340,700	120,500	120,500	136,100
SUBTOTAL SALARIES	\$ 315,800	\$ 340,700	\$ 120,500	\$ 120,500	\$ 136,100
Insurance - Medical	28,200	29,400	14,800	14,800	13,500
Retirees Medical	9,200	9,200	2,800	2,800	2,800
Deferred Compensation	6,000	6,000	1,800	1,800	1,800
Employee Assistance Program	100	100	100	100	100
Worker's Compensation	6,100	7,100	800	900	900
Medicare	4,700	5,000	1,800	1,800	2,000
Life Insurance	300	300	300	100	100
Long Term Disability	3,600	3,100	1,100	1,500	1,400
Retirement	62,500	67,400	29,100	29,100	39,900
SUBTOTAL BENEFITS	\$ 120,700	\$ 127,600	\$ 52,600	\$ 52,900	\$ 62,500
Computer Maintenance	11,300	15,500	6,000	8,000	4,200
Copier Service	200	-	500	1,000	1,200
Insurance Premium-Liability	8,400	6,900	5,800	5,800	5,800
Insurance Premium-Property	500	900	900	1,000	1,200
Membership & Dues	800	2,400	2,700	3,700	3,000
Mileage	6,100	6,300	1,800	1,800	1,800
Office Supplies	2,100	3,900	2,300	2,300	2,300
Professional Services	-	12,500	15,000	10,000	70,000
Publishing	2,600	1,600	2,000	2,000	2,000
Subscriptions and Books	300	300	300	300	300
Training	-	1,500	1,600	1,600	1,600
Travel & Meetings	300	1,100	500	500	500
Utilities-Gas & Electric	2,000	2,200	4,000	3,000	3,500
Utilities-Telephone	1,700	1,700	2,100	2,100	2,100
Utilities-Water	200	300	400	400	400
Wellness Program	-	-	-	1,000	1,000
SUBTOTAL SERVICES & SUPPLIES	\$ 36,500	\$ 57,100	\$ 45,900	\$ 44,500	\$ 100,900
TOTAL	\$ 473,000	\$ 525,400	\$ 219,000	\$ 217,900	\$ 299,500



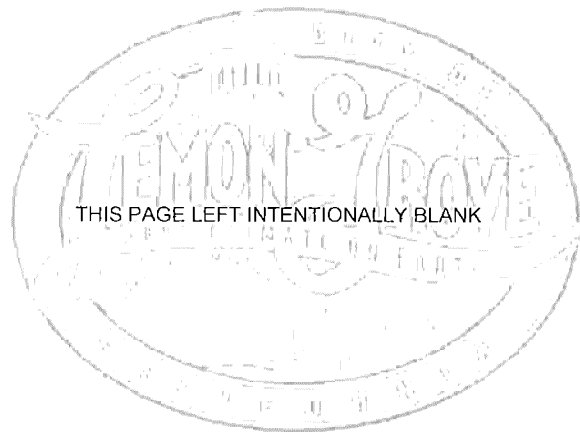
EXPENDITURE DETAIL - CITY ATTORNEY

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-15 Budget
Code Enforcement	3,500	1,300	1,500	700	1,500
Investigation-Other Atty	-	-	10,000	-	-
Professional Services (Non-Salary)	125,400	111,300	140,000	140,000	140,000
TOTAL	\$ 128,900	\$ 112,600	\$ 151,500	\$ 140,700	\$ 141,500



EXPENDITURE DETAIL - FINANCE

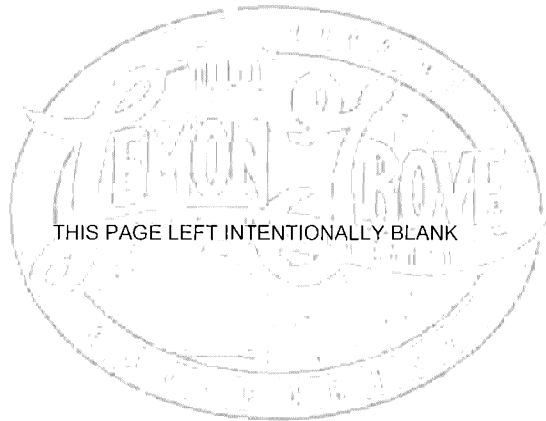
DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries - Regular	192,600	226,700	73,200	73,200	91,900
Salaries - Overtime	100	-			
SUBTOTAL SALARIES	\$ 192,700	\$ 226,700	\$ 73,200	\$ 73,200	\$ 91,900
Insurance - Medical	15,100	22,700	10,600	10,600	11,100
Retirees Medical	15,400	15,400	2,300	2,300	2,300
Employee Assistance Program	100	100	100	-	100
Worker's Compensation	3,900	6,000	2,400	2,400	2,400
Medicare	2,900	3,400	1,300	1,300	2,200
Life Insurance	200	100	-	-	-
Long Term Disability	2,100	2,100	400	700	700
Retirement	36,600	42,100	15,700	15,800	26,700
SUBTOTAL BENEFITS	\$ 76,300	\$ 91,900	\$ 32,800	\$ 33,100	\$ 45,500
Computer Maintenance	13,100	22,100	16,700	16,700	18,800
Copier Service	600	-	600	900	1,200
Credit Card and Bank Fees	13,100	13,700	14,000	16,900	16,900
Insurance Premium-Liability	6,400	5,900	4,500	4,500	4,500
Insurance Premium-Property	400	800	200	200	200
Membership & Dues	1,300	1,000	1,100	1,100	1,100
Mileage	3,200	3,000	500	500	500
Office Supplies	2,600	5,100	2,500	2,500	2,500
Printing	100	100	100	100	100
Professional Services	47,500	23,600	35,000	35,000	35,000
Subscriptions and Books	200	-	200	200	200
Training	200	2,200	1,500	1,500	2,000
Travel & Meetings	-	100	100	100	100
Utilities-Gas & Electric	2,000	2,200	4,000	3,000	3,500
Utilities-Telephone	1,000	2,000	2,500	2,000	2,200
Utilities-Water	200	300	300	300	300
SUBTOTAL SERVICES & SUPPLIES	\$ 92,100	\$ 82,100	\$ 83,800	\$ 85,500	\$ 89,100
TOTAL	\$ 361,100	\$ 400,700	\$ 189,800	\$ 191,800	\$ 226,500



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EXPENDITURE DETAIL - LAW ENFORCEMENT

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Sheriff:					
800 Mhz	78,900	78,900	25,500	25,500	25,500
Arjis	16,000	16,000	16,300	16,300	16,300
Cal Id	5,600	5,500	6,100	6,100	6,100
Contractual Services	4,459,200	4,698,800	4,894,300	4,894,300	4,992,700
Insurance Premium-Property	5,000	-	-	-	-
Utilities-Water	2,900	1,900	1,800	1,800	1,800
Animal Control:					
Computer Maintenance-Animal Control	2,400	2,400	-	-	-
Contractual Services	191,500	193,500	190,000	199,100	192,700
After Hours Calls	-	700	3,600	3,600	3,600
Fuel - Animal Control Vehicle	4,600	2,800	5,000	3,000	5,000
Office Supplies - Animal Control	800	-	-	-	-
Repairs - Animal Control Vehicle	3,300	2,700	2,500	3,100	2,500
TOTAL	\$ 4,770,200	\$ 5,003,200	\$ 5,145,100	\$ 5,152,800	\$ 5,246,200



EXPENDITURE DETAIL - FIRE

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries	1,657,600	1,674,200	1,618,700	1,618,700	1,751,700
Constant Staffing - Scheduled	119,900	118,500	125,300	121,300	126,800
Constant Staffing - Unscheduled	338,200	346,600	512,000	512,000	512,000
Salaries - Part Time	49,900	51,900	56,300	56,300	66,200
Salaries - Credit From JPA	(120,900)	(46,800)	(20,000)	120,000	-
SUBTOTAL SALARIES	\$ 2,044,700	\$ 2,144,400	\$ 2,292,300	\$ 2,428,300	\$ 2,456,700
Insurance - Medical	217,400	210,000	205,200	205,200	205,200
Retirees Medical	67,900	63,300	84,000	84,000	84,000
Employee Assistance Program	600	600	600	600	600
Uniform Allowance	25,300	17,400	20,000	20,000	20,000
Holiday Pay	45,000	39,900	42,300	39,200	78,000
Paramedic Recertification	36,600	36,000	39,300	38,300	39,300
EMT - DC Incentive	1,500	1,500	1,500	1,500	1,500
Education Award	7,300	8,000	10,700	10,200	10,700
Worker's Compensation	76,900	68,600	60,000	55,000	55,000
Medicare	33,500	34,900	34,300	34,300	36,900
Life Insurance	600	500	1,700	1,700	1,700
Retirement	452,000	444,200	475,500	475,500	432,800
Unemployment	2,100	-	-	-	-
SUBTOTAL BENEFITS	\$ 966,700	\$ 924,900	\$ 975,100	\$ 965,500	\$ 965,700
ALS Supplies Pass Thru	16,700	27,600	25,800	25,800	46,200
City Emergency Preparedness	19,300	26,600	24,000	24,200	24,500
Community Risk Reduction/Fire Prevention	1,000	800	1,000	1,000	1,000
Computer Maintenance	17,800	23,500	25,000	25,000	25,000
Copier Rental	1,500	-	2,400	2,400	2,400
Departmental Expenditures	7,200	10,600	8,000	8,000	9,000
Dispatch Services	158,500	202,300	220,000	220,000	239,000
Fire Station Supplies	4,000	4,000	4,000	4,000	5,000
Fire Truck Purchase	-	-	-	-	86,700
Fuel	28,600	28,600	26,000	26,000	26,000
Insurance -Liability	65,300	45,400	41,500	41,500	41,500
Insurance-Property	4,000	6,100	6,500	6,500	6,500
JAC Reimbursable Expenditures	-	(600)	-	-	-
JPA Reconciliation Expenditures	-	4,100	1,500	1,500	1,500
JPA Reimbursable Expenditures	1,100	600	-	-	-
Loan Payment	22,600	22,600	22,700	22,700	22,700
Medical Examinations	3,900	2,200	7,500	7,500	7,500
Medical Services & Supplies	1,500	-	-	-	-
Membership & Dues	-	400	600	600	600
Office Supplies	3,000	3,000	2,000	2,000	2,300
Patient Care Reporting Pass Thru	1,500	5,400	5,800	5,800	5,800
Personal Exposure Reporting	300	300	300	300	300
Personal Protective Clothing	15,100	13,200	11,000	11,000	13,500
Personnel Recruitment	1,800	100	500	500	500
RCCP Pass Thru fees	-	(1,100)	-	-	-
Repair and Maintenance-Equipment	4,900	2,600	4,000	3,000	4,500
Repair and Maintenance-Vehicles	44,200	56,100	48,000	65,000	54,000
Reserve Firefighter Expense	-	3,500	6,000	6,000	6,000
Self Contained Breathing Apparatus (SCBA)	4,900	5,600	4,000	4,000	4,500
Subscriptions and Books	-	1,600	300	300	300
TIP-Trauma Intervention Program	3,800	3,800	3,800	3,800	3,800

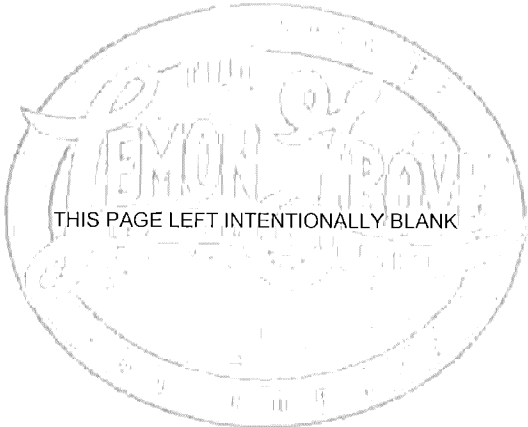
Attachment B

Tools and Supplies	3,700	2,000	3,000	3,000	3,000
Training	12,200	18,200	30,000	30,000	39,000
Training-AMR Pass Thru	11,200	1,400	19,100	19,100	19,100
Uniforms	2,900	2,800	5,000	5,000	5,000
Utilities-Gas & Electric	14,600	16,600	20,000	20,000	20,000
Utilities-Telephone	4,200	5,500	5,500	5,500	5,500
Utilities-Water	3,400	3,000	3,000	3,000	3,000
Vehicle Supplies	2,100	2,600	2,000	2,000	2,300
Weed Abatement Expenditures	7,400	3,400	6,000	6,000	6,000
SUBTOTAL SERVICES & SUPPLIES	\$ 494,200	\$ 554,400	\$ 595,800	\$ 612,000	\$ 743,500
TOTAL	\$ 3,505,600	\$ 3,623,700	\$ 3,863,200	\$ 4,005,800	\$ 4,165,900

EXPENDITURE DETAIL - DEVELOPMENT SERVICES

PLANNING DEPARTMENT

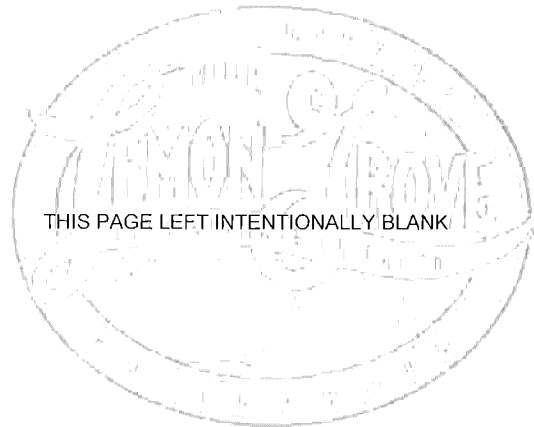
DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries - Regular	312,300	335,000	149,900	149,500	151,900
Extra Help	-	-	-	-	10,000
SUBTOTAL SALARIES	\$ 312,300	\$ 335,000	\$ 149,900	\$ 149,500	\$ 161,900
Medical Insurance	29,900	32,200	15,400	15,400	15,400
Retirees Medical	6,200	6,200	3,100	3,100	3,100
Employee Assistance Program	100	100	200	200	200
Worker's Compensation	4,200	8,200	4,600	2,200	2,500
Medicare	5,800	6,200	2,400	4,800	4,800
Life Insurance	100	100	600	600	600
Long Term Disability	2,700	3,000	1,800	1,800	1,800
Retirement	56,100	62,100	33,000	33,000	43,600
SUBTOTAL BENEFITS	\$ 105,100	\$ 118,100	\$ 61,100	\$ 61,100	\$ 72,000
Computer Maintenance	8,300	13,900	8,600	9,200	9,700
Copier Service	800	-	500	1,000	1,200
Development Support	-	-	-	-	10,000
Fuel	1,100	2,200	2,100	1,500	1,500
Insurance Premium-Liability	10,900	7,900	7,600	7,600	7,600
Insurance Premium-Property	700	1,100	1,200	1,200	1,200
Membership & Dues	1,700	2,000	2,500	2,500	2,500
Mileage	3,000	3,100	1,500	1,500	1,500
Noticing	1,300	1,100	1,000	1,000	1,000
Office Supplies	3,000	5,100	4,000	3,000	3,000
Plan Checks/Consultations	197,800	205,600	150,000	210,000	163,500
Printing	600	100	300	300	300
Repair and Maintenance-Equipment	100	-	-	-	-
Repair and Maintenance-Vehicles	-	100	200	200	200
Subscriptions and Books	-	2,100	200	200	200
Training	200	400	400	400	3,000
Travel & Meetings	-	-	100	100	500
Utilities-Gas & Electric	2,000	1,900	4,000	3,500	4,000
Utilities-Telephone	1,500	1,800	1,200	1,200	1,200
Utilities-Water	200	400	400	500	500
SUBTOTAL SERVICES & SUPPLIES	\$ 233,200	\$ 248,800	\$ 185,800	\$ 244,900	\$ 212,600
SUBTOTAL	\$ 650,600	\$ 701,900	\$ 396,800	\$ 455,500	\$ 446,500



EXPENDITURE DETAIL - DEVELOPMENT SERVICES

ENGINEERING DEPARTMENT

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries	341,300	361,200	68,600	77,300	75,700
Extra Help	13,300	29,400	19,200	19,200	15,900
SUBTOTAL SALARIES	\$ 354,600	\$ 390,600	\$ 87,800	\$ 96,500	\$ 91,600
Insurance-Medical	43,600	46,200	6,900	8,100	8,700
Insurance-Medical Retirees	9,200	7,700	900	1,100	1,400
Employee Assistance Prog	100	100	200	200	200
Worker's Compensation	8,300	10,200	2,200	2,400	2,200
Medicare	6,200	7,600	2,700	3,100	2,300
Life Insurance	100	100	200	300	200
Long Term Disability	800	900	200	200	200
Retirement	58,600	64,600	13,800	15,800	29,500
Unemployment	3,200	700	-	-	-
SUBTOTAL BENEFITS	\$ 130,100	\$ 138,100	\$ 27,100	\$ 31,200	\$ 44,700
Computer Maintenance	11,700	14,800	7,000	10,000	7,100
Copier Rental	1,100	-	400	1,000	1,200
Cost Recovery	4,200	-	-	-	-
Development Support	2,500	2,900	5,300	5,300	5,300
Fuel	1,700	1,500	1,200	1,400	1,400
Insurance-Liability	10,300	9,900	6,900	6,900	6,900
Insurance-Property	600	1,300	1,100	1,100	1,100
Membership & Dues	700	300	300	1,100	300
Mileage	3,600	3,500	300	600	600
Office Supplies	2,500	5,100	2,000	2,300	2,300
Personnel Recruitment	100	-	-	500	-
Printing	100	900	1,000	-	1,000
Professional Services	1,200	1,100	2,000	2,000	2,000
Protective Clothing	-	100	500	500	500
Repair and Maintenance-Vehicles	1,100	1,700	1,000	1,000	1,000
Training	800	900	500	500	500
Travel & Meetings	1,600	300	500	500	500
Utilities-Traffic Signals	25,100	26,300	26,000	26,000	26,000
Utilities-Telephone	3,300	3,200	3,300	3,500	3,500
Utilities-Water	300	500	600	600	600
SUBTOTAL SERVICES & SUPPLIES	\$ 72,500	\$ 74,300	\$ 59,900	\$ 64,800	\$ 61,800
SUBTOTAL	\$ 557,200	\$ 603,000	\$ 174,800	\$ 192,500	\$ 198,100
TOTAL DEVELOPMENT SERVICES	\$ 1,207,800	\$ 1,304,900	\$ 571,600	\$ 648,000	\$ 644,600

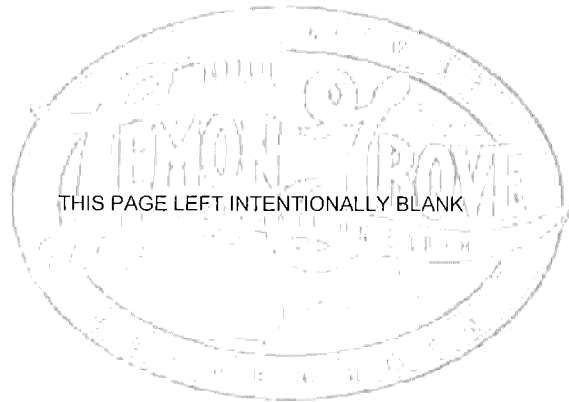


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EXPENDITURE DETAIL - PUBLIC WORKS

ADMINISTRATIVE DIVISION

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries - Regular	162,100	179,100	23,800	32,000	24,300
Salaries - Overtime	200	300	300	300	300
SUBTOTAL SALARIES	\$ 162,300	\$ 179,400	\$ 24,100	\$ 32,300	\$ 24,600
Medical Insurance	18,200	16,600	2,700	3,700	2,700
Employee Assistance Prog	100	100	100	100	100
Worker's Compensation	4,200	6,100	5,500	5,400	5,500
Medicare	2,600	2,900	600	600	400
Life Insurance	-	100	100	100	100
Long Term Disability	1,800	2,200	500	500	200
Retirement	32,000	35,300	5,300	7,000	7,100
SUBTOTAL BENEFITS	\$ 58,900	\$ 63,300	\$ 14,800	\$ 17,400	\$ 16,100
Computer Maintenance	3,800	9,200	8,200	8,200	3,000
Copier Service	400	-	200	1,000	1,200
Insurance Premium-Liability	4,500	5,900	3,100	3,100	3,100
Insurance Premium-Property	600	800	1,000	1,000	1,000
Marketing Supplies	-	-	1,000	7,000	7,000
Membership & Dues	-	600	1,700	1,700	1,700
Mileage	3,000	2,800	500	900	500
Office Supplies	1,600	4,000	2,500	2,000	2,000
Professional Services	2,700	1,600	2,000	2,000	77,000
Protective Clothing	-	-	7,000	7,000	7,000
Repair and Maintenance-Equipment	800	900	900	900	900
Training	200	200	13,000	13,000	13,000
Travel & Meetings	200	100	500	500	500
Utilities-Gas & Electric	2,000	2,200	4,000	4,000	4,000
Utilities-Telephone	1,000	2,200	3,000	3,000	3,000
Utilities-Water	200	300	300	300	300
SUBTOTAL SERVICES & SUPPLIES	\$ 21,000	\$ 30,800	\$ 48,900	\$ 55,600	\$ 125,200
SUB TOTAL	\$ 242,200	\$ 273,500	\$ 87,800	\$ 105,300	\$ 165,900

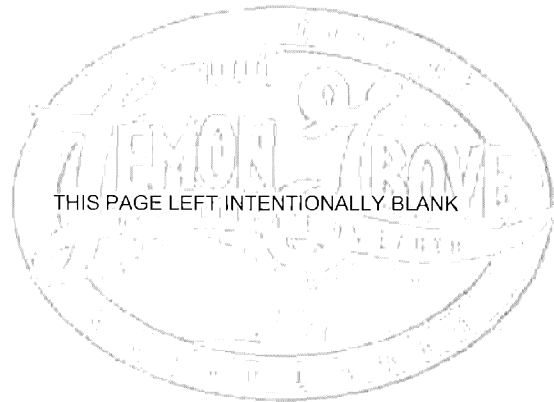


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EXPENDITURE DETAIL - PUBLIC WORKS

STREETS DIVISION

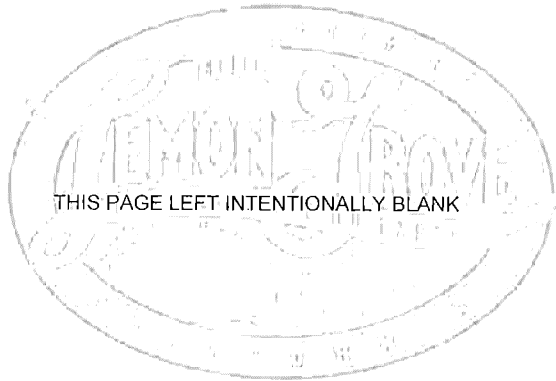
DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries - Regular	302,100	320,700	-	-	-
Salaries - Overtime	8,400	10,400	-	-	-
Extra Help	10,800	8,400	-	-	-
SUBTOTAL SALARIES	\$ 321,300	\$ 339,500	\$ -	\$ -	\$ -
Medical Insurance	44,600	45,600	-	-	-
Retirees Medical	1,500	1,500	-	-	-
Employee Assistance Program	200	200	-	-	-
Worker's Compensation	10,700	12,200	-	-	-
Medicare	4,600	4,900	-	-	-
Life Insurance	200	100	-	-	-
Long Term Disability	2,800	3,100	-	-	-
Retirement	50,400	54,900	-	-	-
Unemployment Insurance	-	4,600	-	-	-
SUBTOTAL BENEFITS	\$ 115,000	\$ 127,100	\$ -	\$ -	\$ -
Computer Maintenance	5,100	7,600	4,000	4,500	2,500
Contract Services	700	300	5,000	5,000	5,000
Copier Service	400	-	400	400	400
Cost Recovery Expenditures	-	300	1,000	1,000	1,000
Dead Animal Removal	2,000	1,700	2,100	2,100	2,100
Equipment Rental - External	8,500	3,100	9,000	9,000	9,000
Fuel	20,700	13,600	17,000	15,000	15,000
Graffiti Cleanup	1,400	1,700	1,800	1,800	1,800
Herbicides/Pesticides	1,100	600	1,000	1,000	1,000
Insurance Premium-Liability	15,900	11,900	6,600	6,600	6,600
Insurance Premium-Property	700	1,600	1,000	1,000	1,000
Medical Exams	800	100	100	200	200
Membership & Dues	-	600	300	500	500
Office Supplies	900	100	200	200	200
Pavement Markings	-	-	500	-	-
Permit Expenses	-	300	400	400	400
Personnel Recruitment	-	400	-	-	-
Protective Clothing	3,900	3,800	-	-	-
Repair and Maintenance-Equipment	15,000	17,800	15,000	15,000	15,000
Repair and Maintenance-Sidewalk	3,800	4,500	5,000	5,000	5,000
Repair and Maintenance-Storm Drain	-	3,500	10,000	5,000	15,000
Repair and Maintenance-Vehicles	9,700	12,800	21,000	21,000	22,000
Street Sweeping	13,900	13,900	14,000	14,000	14,000
Tools and Supplies	4,200	7,800	7,000	7,000	7,000
Training - Streets	6,900	3,300	-	-	-
Utilities-Gas & Electric	-	-	3,000	600	1,200
Utilities-Telephone	3,200	2,700	3,000	3,000	3,000
Utilities-Water	15,300	16,500	15,500	15,500	15,500
SUBTOTAL SERVICES & SUPPLIES	\$ 134,100	\$ 130,500	\$ 143,900	\$ 134,800	\$ 144,400
SUB TOTAL	\$ 570,400	\$ 597,100	\$ 143,900	\$ 134,800	\$ 144,400



EXPENDITURE DETAIL - PUBLIC WORKS

COMMUNITY SERVICES DIVISION

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries	66,000	68,600	70,300	70,300	72,000
Overtime	-	400	-	-	-
Extra Help	53,500	44,600	55,000	40,000	40,100
SUBTOTAL SALARIES	\$ 119,500	\$ 113,600	\$ 125,300	\$ 110,300	\$ 112,100
Insurance-Medical	8,500	10,800	13,500	13,500	13,500
Insurance-Medical Retirees	6,200	6,200	6,100	6,100	6,100
Employee Assistance Prog	500	500	500	500	500
Worker's Compensation	2,500	3,000	3,700	3,700	3,700
Medicare	3,100	2,800	4,600	4,600	3,500
Life Insurance	-	-	100	100	100
Long Term Disability	500	800	800	800	800
Retirement	12,300	12,600	16,200	16,200	17,600
Unemployment	300	2,600	100	100	100
SUBTOTAL BENEFITS	\$ 33,900	\$ 39,300	\$ 45,600	\$ 45,600	\$ 45,900
Computer Maintenance	1,200	5,800	2,000	3,300	1,000
Contractual Services	500	1,100	1,000	1,000	1,000
Copier Rental	300	-	400	800	1,200
Credit Card Fees	400	2,000	2,200	1,000	1,500
Daycamp	18,300	7,700	12,000	12,000	12,000
Fuel	100	-	-	-	-
Insurance-Liability	6,200	3,000	3,100	3,100	3,100
Insurance-Property	400	400	-	-	-
Maintenance-Supplies	-	-	200	200	200
Medical Exams	-	100	100	100	100
Membership & Dues	-	200	100	100	100
Mileage	100	-	100	100	100
Office Supplies	1,300	1,200	500	500	500
Personnel Recruitment	200	500	200	200	200
Printing	-	-	500	500	500
Recreation Center	300	-	-	-	-
Rental Expense-Senior Center	4,500	3,300	5,000	3,000	5,000
Repair and Maintenance-Equipment	100	400	500	500	500
Softball	1,600	1,400	1,500	1,800	1,800
Special Events	18,000	21,000	21,000	21,700	21,700
Training	-	100	100	100	100
Utilities-Gas & Electric	34,300	35,300	40,000	40,000	40,000
Utilities-Telephone	1,100	2,800	4,500	3,500	4,500
Utilities-Water	14,300	21,000	16,000	16,000	16,000
SUBTOTAL SERVICES & SUPPLIES	\$ 103,200	\$ 107,300	\$ 111,000	\$ 109,500	\$ 111,100
SUBTOTAL	\$ 256,600	\$ 260,200	\$ 281,900	\$ 265,400	\$ 269,100

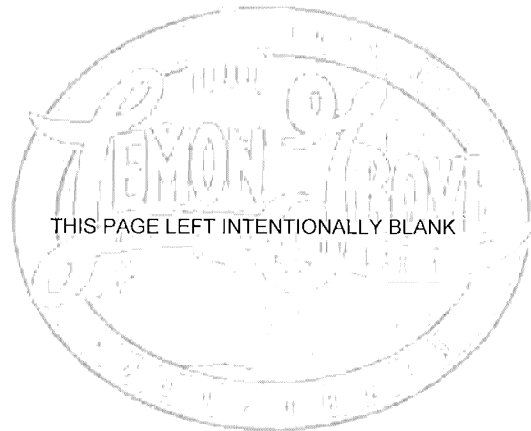


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EXPENDITURE DETAIL - PUBLIC WORKS

GROUNDS DIVISION

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Medical Insurance	-	-	-	-	-
Retirees Medical	4,600	4,600	4,600	4,600	4,600
Worker's Compensation	38,000	300	200	-	-
Medicare	-	-	-	-	-
Long Term Disability	-	-	-	-	-
Retirement	-	-	-	-	-
Unemployment	700	-	-	-	-
SUBTOTAL BENEFITS	\$ 43,300	\$ 4,900	\$ 4,800	\$ 4,600	\$ 4,600
Contract Services	119,300	112,900	115,000	115,000	115,000
Insurance Premium-Liability	400	-	-	-	-
Maintenance-Lighting		2,200	1,500	2,200	2,200
Maintenance-Supplies	20,900	19,300	22,000	22,000	22,000
Repair and Maintenance	7,200	2,000	-	-	-
Repair and Maintenance-Equipment	300	-	-	-	-
Tree Trimming	17,900	19,900	19,000	19,000	19,000
Utilities-Gas & Electric	4,000	4,100	4,800	4,000	4,000
Utilities-Telephone	1,300	1,200	2,200	1,500	1,500
Utilities-Water	77,800	69,700	63,000	63,000	63,000
SUBTOTAL SERVICES & SUPPLIES	\$ 249,100	\$ 231,300	\$ 227,500	\$ 226,700	\$ 226,700
SUB TOTAL	\$ 292,400	\$ 236,200	\$ 232,300	\$ 231,300	\$ 231,300

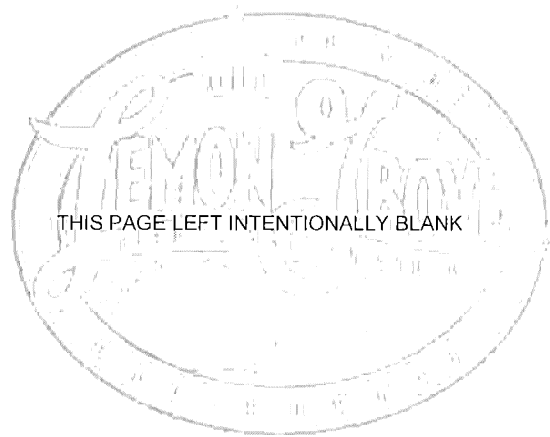


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EXPENDITURE DETAIL - PUBLIC WORKS

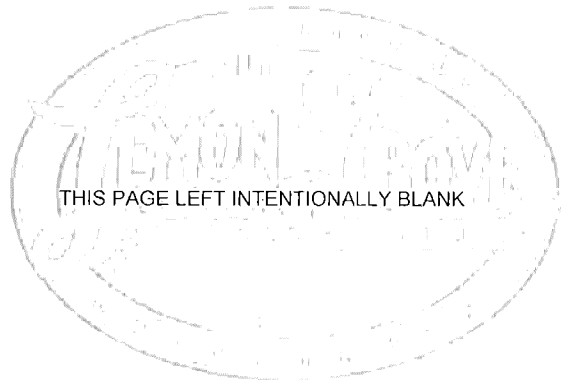
FACILITIES DIVISION

DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries - Regular	114,300	123,400	126,300	126,300	104,200
Salaries - Overtime	2,200	2,200	2,500	5,000	2,500
SUBTOTAL SALARIES	\$ 116,500	\$ 125,600	\$ 128,800	\$ 131,300	\$ 106,700
Medical Insurance	21,100	21,600	22,500	22,500	18,000
Retirees Medical	3,100	3,100	3,100	3,100	2,400
Employee Assistance Prog	100	100	100	100	100
Worker's Compensation	4,000	5,100	4,600	4,700	4,700
Medicare	900	1,000	1,200	1,200	1,000
Life Insurance	100	100	100	100	100
Long Term Disability	900	1,000	1,400	1,400	1,100
Retirement	22,000	24,300	29,000	29,000	25,500
SUBTOTAL BENEFITS	\$ 52,200	\$ 56,300	\$ 62,000	\$ 62,100	\$ 52,900
Advertising	-	300	300	300	300
Computer Maintenance	2,600	4,000	1,600	2,200	2,200
Contract Services	4,100	45,300	54,000	10,000	10,000
Copier Rental	400	-	200	-	-
Cost Recovery	-	500	600	600	600
Equipment Rental	400	200	200	200	200
Fuel	1,100	3,500	2,500	2,500	2,500
Insurance Premium-Liability	4,000	4,900	3,200	3,300	3,300
Insurance Premium-Property	200	700	500	500	500
Maintenance-Services	15,800	10,000	15,000	15,000	15,000
Maintenance-Supplies	18,200	32,000	28,000	28,000	28,000
Office Supplies	100	100	-	-	-
Protective Clothing	1,700	1,300	-	-	-
Repair and Maintenance	-	-	10,000	5,000	10,000
Repair and Maintenance-ADA	-	-	-	1,000	1,000
Repair and Maintenance-Equipment	2,300	1,700	2,000	2,000	2,000
Repair and Maintenance-Vehicles	500	1,800	700	3,200	-
Special District Assessment	-	5,200	5,300	5,300	5,300
Tools and Supplies	1,400	3,300	3,000	3,000	3,000
Training	100	100	-	-	-
Utilities-Gas & Electric	3,600	3,800	3,600	3,600	3,600
Utilities-Telephone	1,600	1,200	1,200	1,200	1,200
Utilities-Water	100	100	100	100	100
SUBTOTAL SERVICES & SUPPLIES	\$ 58,200	\$ 120,000	\$ 132,000	\$ 87,000	\$ 88,800
SUB TOTAL	\$ 226,900	\$ 301,900	\$ 322,800	\$ 280,400	\$ 248,400



EXPENDITURE DETAIL - PUBLIC WORKS

SANITATION DIVISION					
DESCRIPTION	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
Salaries - Regular	124,500	136,400	-	-	-
Salaries - Overtime	2,700	6,400	-	-	-
Extra Help	10,800	2,300	-	-	-
SUBTOTAL SALARIES	\$ 138,000	\$ 145,100	\$ -	\$ -	\$ -
Medical Insurance	21,000	26,200	-	-	-
Employee Assistance Program	100	100	-	-	-
Worker's Compensation	4,300	5,900	-	-	-
Medicare	2,800	2,100	-	-	-
Life Insurance	100	100	-	-	-
Long Term Disability	1,000	1,100	-	-	-
Retirement	24,200	21,300	-	-	-
SUBTOTAL BENEFITS	\$ 53,500	\$ 56,800	\$ -	\$ -	\$ -
Medical Exams	100	-	-	-	-
SUBTOTAL SERVICES & SUPPLIES	\$ 100	\$ -	\$ -	\$ -	\$ -
SUB TOTAL	\$ 191,600	\$ 201,900	\$ -	\$ -	\$ -
TOTAL	\$ 1,780,100	\$ 1,870,800	\$ 1,068,700	\$ 1,017,200	\$ 1,059,100
TOTAL-ALL DEPARTMENTS	12,356,800	12,971,500	11,276,500	11,441,800	11,851,300



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GAS TAX FUND - FUND 02
Highway User Tax

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 127,200	100	\$ 100	\$ 100	\$ 74,500
Adjustment to Estimate Fund Balance					
REVENUES					
Highway Users Tax:					
Section 2103	205,300	360,800	271,400	270,700	209,600
Section 2105	113,100	176,100	137,500	159,600	149,300
Section 2106	93,400	96,100	113,000	95,000	81,800
Section 2107	185,300	188,400	169,400	217,900	204,100
Section 2107.5	6,000	6,000	6,000	6,000	6,000
Transfer from Sanitation District	100,000	100,000	100,000	100,000	100,000
TOTAL RESOURCES:	\$ 830,300	\$ 927,500	\$ 797,400	\$ 849,300	\$ 825,300
EXPENDITURES					
Salaries - Regular	-	-	487,300	481,000	516,800
Salaries - Overtime	-	-	15,000	22,500	18,300
Extra Help	-	-	15,000	4,000	4,000
SUBTOTAL SALARIES	-	-	517,300	507,500	539,100
Medical Insurance	-	-	75,400	67,700	75,400
Retirees Medical	-	-	8,400	8,200	9,300
Deferred Compensation	-	-	1,000	1,000	1,000
Employee Assistance Program	-	-	100	100	100
Worker's Compensation	-	-	4,700	14,600	14,600
Medicare	-	-	7,400	7,000	7,900
Life Insurance	-	-	300	300	300
Long Term Disability	-	-	4,700	4,700	4,700
Retirement	-	-	110,400	103,000	128,200
SUBTOTAL BENEFITS	-	-	212,400	206,600	241,500
Mileage	-	-	5,000	700	200
Transfer to City for Administration	830,200	927,400	64,900	60,000	44,500
SUBTOTAL OPERATIONS	830,200	927,400	69,900	60,700	44,700
TOTAL EXPENDITURES:	\$ 830,200	\$ 927,400	\$ 799,600	\$ 774,800	\$ 825,300
ENDING FUND BALANCE - June 30	\$ 100	\$ 100	\$ (2,200)	\$ 74,500	\$ -

STREET CONSTRUCTION RESERVE FUND - FUND 03

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 341,300	\$ 346,700	\$ 156,600	\$ 156,600	\$ 157,300
Adjustment to Estimate Fund Balance	-	-	-	-	-
REVENUES					
Interest	1,000	700	700	700	700
Other Revenue	10,800	-	-	-	-
TOTAL RESOURCES:	\$ 353,100	\$ 347,400	\$ 157,300	\$ 157,300	\$ 158,000
EXPENDITURES					
Capital Equipment	6,400	190,800	-	-	-
Lemon Grove Avneue Realignment Project	-	-	100,000	-	100,000
TOTAL EXPENDITURES:	\$ 6,400	\$ 190,800	\$ 100,000	\$ -	\$ 100,000
ENDING FUND BALANCE - June 30	\$ 346,700	\$ 156,600	\$ 57,300	\$ 157,300	\$ 58,000

PARK LAND DEDICATION ORDINANCE - FUND 05

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 19,400	\$ 23,600	\$ 19,100	\$ 19,100	\$ 59,200
Adjustment to estimate Fund Balance	-	-	-	-	-
REVENUES					
Development Fees	4,100	9,000	51,100	50,200	5,000
Interest	100	-	-	-	-
TOTAL RESOURCES:	\$ 23,600	\$ 32,600	\$ 70,200	\$ 69,300	\$ 64,200
EXPENDITURES					
Park Improvements	-	13,500	10,100	10,100	64,200
TOTAL EXPENDITURES:	\$ -	\$ 13,500	\$ 10,100	\$ 10,100	\$ 64,200
ENDING FUND BALANCE - June 30	\$ 23,600	\$ 19,100	\$ 60,100	\$ 59,200	\$ -

GENERAL RESERVE FUND - FUND 06

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 2,003,700	\$ 1,906,100	\$ 1,772,500	\$ 1,772,500	\$ 1,242,900
Adjustment to estimate Fund Balance	-	-	-	-	-
REVENUES					
Interest-Other	4,500	4,200	4,000	4,400	4,400
Property Tax Service Fee Refund (one-time)	98,400	-	-	-	-
TOTAL RESOURCES:	\$ 2,106,600	\$ 1,910,300	\$ 1,776,500	\$ 1,776,900	\$ 1,247,300
Expenditures					
City Manager Recruitment	-	-	-	-	17,500
Election Services (2-seats=\$10,000, 1-ballot measure=\$6,000)	27,100	200	8,000	5,500	-
Fire-Side Fund Pay-Off (HCFA)	20,500	-	-	-	-
General Plan Update	-	-	-	-	150,000
Sick Leave Payout	-	-	4,600	-	-
Telephone Upgrade	17,800	-	-	-	-
Transfer to Self Insured Funds	85,000	50,000	50,000	-	(25,000)
Transfer to Capital Improvement Projects Fund	-	-	-	180,000	-
Vacation Pay Off	1,700	400	12,200	37,500	12,000
<u>Capital Asset Purchases</u>					
Finance System	32,700	38,000	32,000	32,000	-
Fire Engine and Fire Equipment	15,700	35,600	114,000	114,000	65,200
IT System upgrades	-	13,600	-	-	-
Facility Replacement-City Hall	-	-	50,000	50,000	-
Facility Replacement-Senior Center	-	-	115,000	115,000	15,000
Facility Replacement-Sheriff's Station	-	-	95,000	-	-
Animal Control Vehicle	-	-	-	-	30,000
TOTAL EXPENDITURES:	\$ 200,500	\$ 137,800	\$ 480,800	\$ 534,000	\$ 264,700
ENDING FUND BALANCE - June 30	\$ 1,906,100	\$ 1,772,500	\$ 1,295,700	\$ 1,242,900	\$ 982,600

SUPPLEMENTAL LAW ENFORCEMENT SERVICES - FUND 07
Citizen's Option for Public Safety (COPS)

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 100	\$ -	\$ -	\$ -	\$ -
REVENUES					
Annual Allocation	100,000	100,000	100,000	100,000	100,000
TOTAL RESOURCES:	\$ 100,100	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
EXPENDITURES					
Transfer to City for Administration & Operations	100,100	100,000	100,000	100,000	100,000
TOTAL EXPENDITURES:	\$ 100,100	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000
ENDING FUND BALANCE - June 30	\$ -	\$ -	\$ -	\$ -	\$ -

GRANTS - FUND 08

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ (26,400) (132,400)	\$ (637,500)	\$ (32,300)	\$ (32,300)	\$ (32,300)
REVENUES					
Grant Revenues & Reimbursements	160,900	798,500	772,900	660,800	479,700
Interest	200	200	-	-	-
TOTAL RESOURCES:	\$ 2,300	\$ 161,200	\$ 740,600	\$ 628,500	\$ 447,400
EXPENDITURES					
Public Safety:					
Disaster Preparedness Grants	2,900	1,200	2,200	2,300	2,300
Misc Fire Department Grants	400	-	-	-	-
Homeland Security Grants (SHSGP)	7,300	17,800	22,000	22,000	20,000
UASI-Urban Area Security Initiative	1,100	3,400	3,400	3,000	3,000
ARRA JAG-Law Enforcement	12,600	-	-	-	-
JAG Law Enforcement Grant	24,700	-	-	-	-
Miscellaneous:					
Beverage Container Recycling Program	300	6,200	300	300	300
HEAL Zone Grant	19,000	14,700	12,000	12,000	12,000
Capital Projects:					
Promenade Extension Planning	-	91,700	308,000	196,200	112,100
Smart Growth Incentive Program - Promenade	268,900	-	-	-	-
Safe Routes to School (State) - San Miguel	27,300	185,700	-	-	-
Safe Routes to School (Non-Infrastructure)	152,200	94,700	100,000	100,000	105,000
Safe Routes to School (Federal) - Palm/Golden	100	6,300	325,000	325,000	225,000
Safe Routes to School (State) - Madera	123,000	-	-	-	-
Extraordinary Item (Promenade correction)	-	(228,200)	-	-	-
TOTAL EXPENDITURES:	\$ 639,800	\$ 193,500	\$ 772,900	\$ 660,800	\$ 479,700
ENDING FUND BALANCE - June 30	\$ (637,500)	\$ (32,300)	\$ (32,300)	\$ (32,300)	\$ (32,300)

COMMUNITY DEVELOPMENT BLOCK GRANT - FUND 09

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ (400)	\$ (400)	\$ (400)	\$ (400)	\$ 79,600
Adjustment to Estimate Fund Balance	-	-	-	-	-
REVENUES					
Allocation	293,600	-	80,000	80,000	-
TOTAL RESOURCES:	\$ 293,200	\$ (400)	\$ 79,600	\$ 79,600	\$ 79,600
EXPENDITURES					
General Expenditures	4,300	-	-	-	-
Street/Sidewalk Rehabilitation	289,300	-	79,600	-	169,000
TOTAL EXPENDITURES:	\$ 293,600	\$ -	\$ 79,600	\$ -	\$ 169,000
ENDING FUND BALANCE - June 30	\$ (400)	\$ (400)	\$ -	\$ 79,600	\$ (89,400)

TRANSPORTATION DEVELOPMENT ACT (TDA) - FUND 10 Transnet Article 4

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ -	\$ -	\$ 200	\$ 200	\$ 28,100
REVENUES					
MTS Annual Allocation	116,200	121,200	121,200	121,200	121,200
Other Revenue	-	-	237,400	237,400	184,900
Interest	300	300	100	100	100
Deferred Revenue	-	-	166,600	166,600	-
TOTAL RESOURCES:	\$ 116,500	\$ 121,500	\$ 525,500	\$ 525,500	\$ 334,300
EXPENDITURES					
Salaries - Regular	-	-	46,700	46,700	48,100
Overtime	-	-	300	300	300
SUBTOTAL SALARIES	-	-	47,000	47,000	48,400
Medical Insurance	-	-	5,300	5,300	5,900
Retirees Medical	-	-	500	500	200
Deferred Compensation	-	-	100	100	100
Worker's Compensation	-	-	100	100	100
Medicare	-	-	600	600	600
Life Insurance	-	-	100	100	-
Long Term Disability	-	-	400	400	400
Retirement	-	-	10,700	10,700	8,100
SUBTOTAL BENEFITS	-	-	17,800	17,800	15,400
OPERATIONS:					
Mileage	-	-	600	600	600
PROJECTS:					
Capital Expenditures-Bus Shelter Replacement	-	-	120,000	90,000	100,000
Lemon Grove Avenue Realignment Project	-	-	237,400	237,400	-
Broadway/LGA Roadway Repairs	-	-	-	-	50,000
Repair and Maintenance-Bus Shelter	43,800	43,300	50,000	50,000	50,000
Repair and Maintenance-Trolley Facility	-	2,400	26,000	26,000	26,000
Trolley Corridor Landscape Maintenance	12,400	11,400	25,000	25,000	25,000
Transfer to General Fund - Administration	3,600	3,600	3,600	3,600	17,400
Transfer to General Fund - Operations	56,700	60,600	-	-	-
SUBTOTAL-PROJECTS:	\$ 116,500	\$ 121,300	\$ 462,600	\$ 432,600	\$ 269,000
TOTAL EXPENDITURES:	\$ 116,500	\$ 121,300	\$ 527,400	\$ 497,400	\$ 332,800
ENDING FUND BALANCE - June 30	\$ -	\$ 200	\$ (1,900)	\$ 28,100	\$ 1,500

*Deferred Revenue projected to be \$130,000 at 6/30/15

TRANSNET - FUND 14
Street Construction

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 12,300	\$ (110,200)	\$ (45,100)	\$ (45,100)	\$ -
REVENUES					
Annual Allocation	792,400	647,300	1,045,800	1,450,100	1,911,000
Miscellaneous Revenue	-	29,800			
TOTAL RESOURCES:	\$ 804,700	\$ 566,900	\$ 1,000,700	\$ 1,405,000	\$ 1,911,000
EXPENDITURES					
Salaries - Regular	-	-	63,700	65,500	69,100
Overtime	-	-	100	100	100
SUBTOTAL SALARIES	-	-	63,800	65,600	69,200
Medical Insurance	-	-	6,800	11,200	12,100
Retirees Medical	-	-	2,000	100	200
Deferred Compensation	-	-	200	200	200
Worker's Compensation	-	-	1,600	1,600	1,600
Medicare	-	-	800	1,000	1,000
Life Insurance	-	-	200	200	-
Long Term Disability	-	-	400	400	600
Retirement	-	-	14,400	14,000	16,400
SUBTOTAL BENEFITS	-	-	26,400	28,700	32,100
OPERATIONS:					
Mileage	-	-	700	-	-
PROJECTS					
<u>Lemon Grove Realignment (CR) - LG 13</u>					
Lemon Grove Realignment	-	-	-	-	909,100
<u>Traffic Improvements (PM) - LG 14</u>					
Traffic Improvements (Citywide)	126,200	82,600	125,000	180,000	139,200
<u>Storm Drain Rehabilitation (PM) - LG 15</u>					
Storm Drain Maintenance (Citywide)	101,000	35,500	70,000	115,700	83,300
<u>Storm Drain Rehabilitation (CR) - LG 16</u>					
Storm Drain Improvements	111,100	111,500	130,000	243,500	118,400
<u>Street Improvements (PM) - LG 17</u>					
Pavement Management	124,100	152,400	155,000	139,000	72,000
<u>Traffic Improvements (CR) - LG 18</u>					
Traffic Signals	29,000	16,000	20,000	9,300	18,900
<u>Street Improvements (CR) - LG 20</u>					
Street/Sidewalk Rehabilitation	281,600	111,300	365,000	623,200	468,800
Street/Sidewalk Rehabilitation-CDBG	11,300	-	-	-	-
Safe Routes to School (Federal)-Palm & Golden	-	200	75,000	-	-
Safe Routes to School (State) - Madera Street	40,900	200	-	-	-
Safe Routes to School (State) San Miguel	5,400	20,600	-	-	-
Transfer to City for Administration & Operations	84,300	81,700	-	-	-
SUBTOTAL-PROJECTS:	\$ 914,900	\$ 612,000	\$ 940,000	\$ 1,310,700	\$ 1,809,700
TOTAL EXPENDITURES:	\$ 914,900	\$ 612,000	\$ 1,030,900	\$ 1,405,000	\$ 1,911,000
ENDING FUND BALANCE - June 30	\$ (110,200)	\$ (45,100)	\$ (30,200)	\$ -	\$ -

SIDEWALK RESERVE - FUND 18

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800
Adjustment to estimate Fund Balance	(100)				
REVENUES					
Revenue					
Interest	100	100	-	-	-
TOTAL RESOURCES:	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800
EXPENDITURES					
Curb, Ramp, Sidewalk Rehab	-	-	-	-	-
TOTAL EXPENDITURES:	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE - June 30	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800	\$ 22,800

INTEGRATED WASTE REDUCTION - FUND 21 AB939 - Integrated Waste Reduction Act of 1990

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 105,900	\$ 98,800	\$ 88,800	\$ 88,800	\$ 66,700
Adjustment to estimate Fund Balance	-	-	-	-	-
REVENUES					
AB939 Fees	34,300	25,300	22,000	22,000	22,000
Interest	400	300	300	300	300
TOTAL RESOURCES:	\$ 140,600	\$ 124,400	\$ 111,100	\$ 111,100	\$ 89,000
EXPENDITURES					
Salaries - Regular	-	-	21,400	23,900	21,100
SUBTOTAL SALARIES	-	-	21,400	23,900	21,100
Medical Insurance	-	-	2,300	2,700	2,300
Retirees Medical	-	-	800	800	800
Deferred Compensatin	-	-	100	100	100
Employee Assistance Program	-	-	-	-	-
Worker's Compensation	-	-	600	600	300
Medicare	-	-	300	300	300
Long Term Disability	-	-	200	200	200
Retirement	-	-	4,900	5,500	2,100
SUBTOTAL BENEFITS	-	-	9,200	10,200	6,100
OPERATIONS					
Consultant Fees	1,100	500	900	900	5,500
General Expenditure	14,200	-	-	-	-
Mileage	-	-	300	300	300
Program Fees	-	6,900	8,500	8,500	8,000
Transfer to City for Administration	26,500	28,200	600	600	1,200
TOTAL OPERATIONS:	\$ 41,800	\$ 35,600	\$ 10,300	\$ 10,300	\$ 15,000
TOTAL EXPENDITURES:	\$ 41,800	\$ 35,600	\$ 40,900	\$ 44,400	\$ 42,200
ENDING FUND BALANCE - June 30	\$ 98,800	\$ 88,800	\$ 70,200	\$ 66,700	\$ 46,800

WILDFLOWER ASSESSMENT DISTRICT - FUND 22
Wildflower Landscape Maintenance Assessment District 97-1

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 4,300	\$ 4,300	\$ 4,900	\$ 4,900	\$ 5,400
Adjustment to Estimate Fund Balance	-	-	-	-	-
REVENUES					
Annual Assessment Revenue	8,500	8,700	8,500	8,900	9,100
TOTAL RESOURCES:	\$ 12,800	\$ 13,000	\$ 13,400	\$ 13,800	\$ 14,500
EXPENDITURES					
Salaries - Regular	-	-	3,900	3,900	3,900
Overtime	-	-	-	100	-
SUBTOTAL SALARIES	\$ -	\$ -	\$ 3,900	\$ 3,900	\$ 3,900
Medical Insurance	-	-	500	500	500
Retirees Medical	-	-	100	100	-
Long Term Disability	-	-	100	100	100
Retirement	-	-	1,000	1,000	400
SUBTOTAL BENEFITS	\$ -	\$ -	\$ 1,700	\$ 1,700	\$ 1,000
OPERATIONS					
Contractual Services	3,000	-	1,700	1,700	1,700
Utilities-Gas and Electric	-	-	200	200	200
Utilities-Water	-	-	800	800	800
Transfer to City for Administration	5,500	5,300	100	100	100
TOTAL OPERATIONS:	\$ 8,500	\$ 5,300	\$ 2,800	\$ 2,800	\$ 2,800
TOTAL EXPENDITURES:	\$ 8,500	\$ 5,300	\$ 8,400	\$ 8,400	\$ 7,700
ENDING FUND BALANCE - June 30	\$ 4,300	\$ 7,700	\$ 5,000	\$ 5,400	\$ 6,800

SERIOUS TRAFFIC OFFENDER PROGRAM (STOP) - FUND 23

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 28,000	\$ 34,500	\$ 34,500	\$ 34,500	\$ 21,400
Adjustment to Estimate Fund Balance	-	-	-	-	-
REVENUES					
Impound Fee Share	12,000	9,500	9,500	9,500	9,500
Interest	100	100	100	100	100
TOTAL RESOURCES:	\$ 40,100	\$ 44,100	\$ 44,100	\$ 44,100	\$ 31,000
EXPENDITURES					
Salaries - Regular	-	-	1,800	1,800	1,900
SUBTOTAL SALARIES	-	-	1,800	1,800	1,900
Medical Insurance	-	-	100	100	100
Retirees Medical	-	-	100	100	100
Deferred Compensation	-	-	100	100	100
Worker's Compensation	-	-	100	100	100
Retirement	-	-	500	500	200
SUBTOTAL BENEFITS	-	-	900	900	600
OPERATIONS					
General Expenditure	3,600	7,600	20,000	20,000	10,000
Transfer to City for Administration	2,000	2,000	-	-	-
TOTAL OPERATIONS:	\$ 5,600	\$ 9,600	\$ 20,000	\$ 20,000	\$ 10,000
TOTAL EXPENDITURES:	\$ 5,600	\$ 9,600	\$ 22,700	\$ 22,700	\$ 12,500
ENDING FUND BALANCE - June 30	\$ 34,500	\$ 34,500	\$ 21,400	\$ 21,400	\$ 18,500

SELF-INSURED WORKERS COMPENSATION RESERVE - FUND 25

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 231,200	\$ 258,000	\$ 355,700	\$ 355,700	\$ 525,200
Adjustment to estimate Fund Balance	-	-	-	-	-
REVENUES					
Interest	1,700	1,400	1,400	1,400	1,400
General Reserve Transfer	75,000	50,000	50,000	-	(25,000)
Other Revenue	-	8,200	-	-	-
TOTAL RESOURCES:	\$ 307,900	\$ 317,600	\$ 407,100	\$ 357,100	\$ 501,600
EXPENDITURES					
Claims	49,900	(38,100)	-	-	-
Estimated Claims Payable	-	-	-	(168,100)	-
Insurance	-	-	-	-	-
Professional Services	-	-	-	-	-
TOTAL EXPENDITURES:	\$ 49,900	\$ (38,100)	\$ -	\$ (168,100)	\$ -
ENDING FUND BALANCE - June 30	\$ 258,000	\$ 355,700	\$ 407,100	\$ 525,200	\$ 501,600

*Fund Balance includes \$25,000 on deposit with Tristar.

STORM WATER PROGRAM - FUND 26

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 700	\$ 3,400	\$ 3,400	\$ 3,400	\$ -
Adjustment to Estimate Fund Balance	(500)	-	-	-	-
REVENUES					
Storm Water Fees - Commercial	48,800	49,300	49,300	49,300	49,300
Storm Water Fees - Discretionary	11,300	11,500	11,500	11,500	11,500
Storm Water Fees - Residential	300	-	-	-	-
Transfer from General Fund	81,100	75,500	157,500	165,000	156,200
TOTAL RESOURCES:	\$ 141,700	\$ 139,700	\$ 221,700	\$ 229,200	\$ 217,000
EXPENDITURES					
Salaries - Regular	-	-	30,400	35,100	29,900
SUBTOTAL SALARIES	-	-	30,400	35,100	29,900
Medical Insurance	-	-	3,900	4,100	3,400
Retirees Medical	-	-	100	500	500
Worker's Compensation	-	-	500	500	500
Medicare	-	-	400	500	400
Long Term Disability	-	-	300	400	300
Retirement	-	-	6,900	8,000	2,900
SUBTOTAL BENEFITS	-	-	12,100	14,000	8,000
OPERATIONS					
General Expenditure	101,500	97,300	179,000	179,000	179,000
Mileage	-	-	200	1,100	100
Transfer to City for Administration	36,800	39,000	-	-	-
TOTAL OPERATIONS:	\$ 138,300	\$ 136,300	\$ 179,200	\$ 180,100	\$ 179,100
TOTAL EXPENDITURES:	\$ 138,300	\$ 136,300	\$ 221,700	\$ 229,200	\$ 217,000
ENDING FUND BALANCE - June 30	\$ 3,400	\$ 3,400	\$ -	\$ -	\$ -

REGIONAL TRANSPORTATION CONGESTION IMPROVEMENT PROGRAM - FUND 27

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 200	\$ -	\$ -	\$ -	\$ 22,300
Adjustment to Estimate Fund Balance	(100)	-	-	-	-
REVENUES					
RTCIP Fees (\$2,254 per residential housing unit)	(100)	-	34,000	56,300	34,000
TOTAL RESOURCES:	\$ -	\$ -	\$ 34,000	\$ 56,300	\$ 56,300
EXPENDITURES					
Lemon Grove Avenue Realignment Project	-	-	34,000	34,000	34,000
TOTAL EXPENDITURES:	\$ -	\$ -	\$ 34,000	\$ 34,000	\$ 34,000
ENDING FUND BALANCE - June 30	\$ -	\$ -	\$ -	\$ 22,300	\$ 22,300

Above fund balance does not reflect \$99,000 in deferred revenue

SELF-INSURED LIABILITY RESERVE - FUND 29

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 450,000	\$ 423,500	\$ 420,800	\$ 420,800	\$ 448,600
REVENUES					
Interest	1,300	1,200	1,200	1,200	1,200
Dividend	24,700	25,500	20,000	37,600	20,000
Revenue- General Reserve Account	40,000	-	-	-	-
TOTAL RESOURCES:	\$ 516,000	\$ 450,200	\$ 442,000	\$ 459,600	\$ 469,800
EXPENDITURES					
Claims	92,500	29,400	10,000	1,000	10,000
Safety Loss Prevention Regulatory Compliance	-	-	10,000	10,000	10,000
TOTAL EXPENDITURES:	\$ 92,500	\$ 29,400	\$ 20,000	\$ 11,000	\$ 20,000
ENDING FUND BALANCE - June 30	\$ 423,500	\$ 420,800	\$ 422,000	\$ 448,600	\$ 449,800

PUBLIC EDUCATIONAL AND GOVERNMENTAL ACCESS (PEG) - FUND 30

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ -	\$ 132,100	\$ 189,800	\$ 189,800	\$ 179,200
REVENUES					
Interest	200	400	400	400	400
PEG Fees	133,300	58,600	58,000	56,000	56,000
TOTAL RESOURCES:	\$ 133,500	\$ 191,100	\$ 248,200	\$ 246,200	\$ 235,800
EXPENDITURES					
Computer Expense	-	-	8,500	26,000	36,000
Professional Services	1,400	-	8,000	8,000	3,000
Capital Improvements	-	1,300	33,000	33,000	50,000
TOTAL EXPENDITURES:	\$ 1,400	\$ 1,300	\$ 49,500	\$ 67,000	\$ 89,000
ENDING FUND BALANCE - June 30	\$ 132,100	\$ 189,800	\$ 198,700	\$ 179,200	\$ 146,600

HOUSING FUND - FUND 31

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 193,400	\$ (1,015,700)	\$ (1,261,600)	\$ (1,261,600)	\$ 51,000
REVENUES					
Housing Revenue	-	14,100	-	-	-
Other Revenue	3,000	-	-	-	-
Grant Revenue	-	-	1,170,800	1,172,800	-
Extraordinary item (Reclassified revenue)	-	134,600	-	-	-
TOTAL RESOURCES:	\$ 196,400	\$ (867,000)	\$ (90,800)	\$ (88,800)	\$ 51,000
EXPENDITURES					
General Expense	200	100	200	200	-
Lemon Grove Avenue Realignment Project	-	-	400,000	-	-
Main Street Promenade	1,206,900	394,500	-	(140,000)	-
Professional Services	5,000	-	-	-	-
TOTAL EXPENDITURES:	\$ 1,212,100	\$ 394,600	\$ 400,200	\$ (139,800)	\$ -
ENDING FUND BALANCE - June 30	\$ (1,015,700)	\$ (1,261,600)	\$ (491,000)	\$ 51,000	\$ 51,000

Capital Reserve - Fund 32

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ -	\$ 87,300	\$ -	\$ -	\$ 180,000
REVENUES					
Revenue	87,300	-	-	180,000	-
TOTAL RESOURCES:	\$ 87,300	\$ 87,300	\$ -	\$ 180,000	\$ 180,000
EXPENDITURES					
Fire Engine Purchase	-	87,300	-	-	-
Facility Replacement-Sheriff's Station	-	-	-	-	180,000
TOTAL EXPENDITURES:	\$ -	\$ 87,300	\$ -	\$ -	\$ 180,000
ENDING FUND BALANCE - June 30	\$ 87,300	\$ -	\$ -	\$ 180,000	\$ -

Main Street Promenade Community Facilities District - 33

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ -	\$ -	\$ (100)	\$ (100)	\$ (100)
REVENUES					
Assessment	-	14,600	14,600	14,600	14,600
Other Revenue	-	900	900	1,200	-
TOTAL RESOURCES:	\$ -	\$ 15,500	\$ 15,400	\$ 15,700	\$ 14,500
EXPENDITURES					
Contractual Services	-	11,600	12,300	12,000	12,000
Repair and Maintenance	-	700	1,000	1,000	1,000
Utilities-Gas and Electric	-	2,800	4,000	3,500	4,000
Utilities-Water	-	500	800	800	800
TOTAL EXPENDITURES:	\$ -	\$ 15,600	\$ 18,100	\$ 17,300	\$ 17,800
ENDING FUND BALANCE - June 30	\$ -	\$ (100)	\$ (2,700)	\$ (1,600)	\$ (3,300)

SUCCESSOR AGENCY - FUNDS 60 AND 64

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ (14,447,000)	\$ (13,398,900)	\$ (12,632,400)	\$ (12,632,400)	\$ (12,553,900)
REVENUE					
Administrative Reimbursement		248,000	250,000	250,000	250,000
ROPS Reimbursement	2,035,400	2,083,500	2,100,000	1,848,000	2,100,000
Miscellaneous Revenue	227,900	-	-	-	-
Rent	9,000	9,000	9,000	9,000	9,000
Interest Revenue	7,800	4,000	4,000	-	-
Extraordinary Item-reallocate housing revenue		(134,600)	-	-	-
TOTAL RESOURCES:	\$ (12,166,900)	\$ (11,189,000)	\$ (10,269,400)	\$ (10,525,400)	\$ (10,194,900)
EXPENDITURES					
Salaries - Regular	-	-	154,600	149,600	161,900
SUBTOTAL SALARIES	-	-	154,600	149,600	161,900
Medical Insurance	-	-	13,700	13,700	15,000
Retirees Medical	-	-	8,100	8,100	8,100
Deferred Compensation	-	-	800	800	800
Worker's Compensation	-	-	6,800	6,800	6,800
Medicare	-	-	2,200	2,200	2,200
Life Insurance	-	-	-	-	-
Long Term Disability	-	-	1,400	1,400	1,500
Retirement	-	-	34,600	34,600	15,800
SUBTOTAL BENEFITS	-	-	67,600	67,600	50,200
2004 Tax Allocation Bonds -Interest Only	161,100	273,400	136,000	136,000	-
2007 Tax Allocation Bonds-Interest Only	342,200	579,300	571,800	571,800	563,900
2010 Tax Allocation Bonds-Interest Only	189,800	324,100	315,500	315,500	305,200
2014 Tax Allocation Bonds-Interest Only	-	-	115,200	115,200	223,000
Administrative Reimbursement	250,000	248,000	27,800	16,600	24,600
Consultant Services	900	-	-	-	-
DCH Honda Freeway Sign	16,300	-	-	-	-
General Expense	7,200	3,900	-	-	-
Legal Services	8,400	2,000	5,000	2,000	5,000
Mileage	-	-	3,000	3,300	3,300
Main Street Promenade	150,400	-	-	140,000	-
PERS Actuarial Unfunded Liability	-	-	-	-	694,400
Professional Services	13,400	12,700	5,000	10,900	5,000
Lemon Grove Avenue Realignment Project	92,300	-	500,000	500,000	500,000
TOTAL OPERATIONS:	\$ 1,232,000	\$ 1,443,400	\$ 1,679,300	\$ 1,811,300	\$ 2,324,400
TOTAL EXPENDITURES:	\$ 1,232,000	\$ 1,443,400	\$ 1,901,500	\$ 2,028,500	\$ 2,536,500
ENDING FUND BALANCE - June 30	\$ (13,398,900)	\$ (12,632,400)	\$ (12,170,900)	\$ (12,553,900)	\$ (12,731,400)
In addition the following principal payments will be made (these payments do not affect Fund Balance):					
2004 Tax Allocation Bonds -principal Only	\$ 70,000	\$ 70,000	75,000	75,000	-
2007 Tax Allocation Bonds-principal Only	180,000	185,000	190,000	190,000	205,000
2010 Tax Allocation Bonds-principal Only	330,000	340,000	345,000	345,000	355,000
2014 Tax Allocation Bonds-principal Only	-	-	-	-	100,000
TOTAL BOND PRINCIPAL PAYMENTS:	\$ 580,000	\$ 595,000	\$ 610,000	\$ 610,000	\$ 660,000

**LEMON GROVE ROADWAY LIGHTING DISTRICT
GENERAL BENEFIT - FUND 11**

	EY 12-13 ACTUAL	EY 13-14 ACTUAL	EY 14-15 Mid- Year Budget	EY 14-15 Anticipated	EY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 147,800	\$ 175,200	\$ 235,000	\$ 235,000	\$ 286,900
Adjustment to estimate Fund Balance					
Reserve for Street Light Improvement	30,600	30,600	30,600	30,600	30,600
REVENUES					
General Lighting Assessment	151,400	157,700	158,000	158,000	158,000
Interest	400	500	400	400	400
TOTAL RESOURCES:	\$ 299,600	\$ 333,400	\$ 393,400	\$ 393,400	\$ 445,300
EXPENDITURES					
Salaries - Regular	-	-	16,100	15,800	16,400
SUBTOTAL SALARIES	-	-	16,100	15,800	16,400
Medical Insurance	-	-	1,700	1,900	2,500
Retirees Medical	-	-	500	500	500
Deferred Compensation	-	-	100	100	100
Employee Assistance Program	-	-	-	-	-
Worker's Compensation	-	-	200	300	300
Medicare	-	-	200	200	200
Life Insurance	-	-	-	-	-
Long Term Disability	-	-	100	100	100
Retirement	-	-	3,600	3,600	3,000
SUBTOTAL BENEFITS	-	-	6,400	6,700	6,700
OPERATIONS					
Mileage	-	-	\$ 300	\$ 300	\$ 900
Professional Services	200	-	5,000	-	-
Repair and Maintenance	11,700	3,100	5,000	5,000	5,000
Utilities-Street Lights	64,200	70,200	74,000	74,000	74,000
Transfer to City for Administration	48,300	25,100	4,700	4,700	9,000
TOTAL OPERATIONS	\$ 124,400	\$ 98,400	\$ 89,000	\$ 84,000	\$ 88,900
TOTAL EXPENDITURES:	\$ 124,400	\$ 98,400	\$ 111,500	\$ 106,500	\$ 112,000
ENDING FUND BALANCE - June 30	\$ 175,200	\$ 235,000	\$ 281,900	\$ 286,900	\$ 333,300

**LEMON GROVE ROADWAY LIGHTING DISTRICT
LOCAL BENEFIT ASSESSMENT - FUND 12**

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 439,400	\$ 386,900	\$ 272,700	\$ 272,700	\$ 154,300
Adjustment to estimate Fund Balance:	-	-	-	-	-
REVENUES					
Local Benefit Lighting Assessment	85,000	85,800	86,000	86,000	86,000
Other Revenue	-	6,100	-	-	-
Interest	1,000	800	1,100	1,100	1,100
TOTAL RESOURCES:	\$ 525,400	\$ 479,600	\$ 359,800	\$ 359,800	\$ 241,400
EXPENDITURES					
Salaries - Regular	-	-	46,100	45,200	47,000
SUBTOTAL SALARIES	-	-	46,100	45,200	47,000
Medical Insurance	-	-	5,000	5,300	5,300
Retirees Medical	-	-	1,600	1,600	1,600
Deferred Compensation	-	-	300	300	300
Worker's Compensation	-	-	800	800	300
Medicare	-	-	600	600	700
Life Insurance	-	-	100	100	100
Long Term Disability	-	-	300	200	300
Retirement	-	-	10,300	10,400	8,600
SUBTOTAL BENEFITS	-	-	19,000	19,300	17,200
Mileage	-	-	800	800	700
Professional Services	5,100	5,000	5,100	5,100	5,100
Repair & Maintenance-Street Lights	4,900	29,000	7,500	7,500	7,500
Street Light Utilities	92,100	108,000	113,300	113,300	113,300
Street Light Repayment program	5,800	3,600	11,700	11,700	11,700
Transfer to City for Administration	30,600	61,300	2,600	2,600	4,900
TOTAL OPERATIONS:	\$ 138,500	\$ 206,900	\$ 141,000	\$ 141,000	\$ 143,200
TOTAL EXPENDITURES:	\$ 138,500	\$ 206,900	\$ 206,100	\$ 205,500	\$ 207,400
ENDING FUND BALANCE - June 30	\$ 386,900	\$ 272,700	\$ 153,700	\$ 154,300	\$ 34,000

LEMON GROVE SANITATION DISTRICT OPERATIONS - FUND 15

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 7,221,900	\$ 8,684,600	\$ 8,276,400	\$ 8,276,400	\$ 8,276,400
Adjustment to Fund Balance		-	-	-	-
REVENUES					
Sewer Capacity Fee	67,300	16,100	17,000	39,000	17,000
Interest	20,300	21,600	21,800	21,800	21,800
Other Revenue	-	-	-	3,000	-
Property Tax Interest	1,100	1,200	-	-	-
Sewer Service Charges (net of delinquencies)	5,459,800	5,827,700	5,460,000	5,853,000	5,883,000
Sewer Service Charges - LGSD and LM	44,600	28,700	39,000	50,000	39,000
TOTAL RESOURCES:	\$ 12,815,000	\$ 14,579,900	\$ 13,814,200	\$ 14,243,200	\$ 14,237,200
EXPENDITURES					
Utilities	4,800	5,500	5,200	7,200	7,200
Personnel	3,400	43,200	1,135,800	1,126,900	1,167,800
Training & Travel	12,200	7,500	16,600	12,000	16,600
Vehicle & Equipment Maintenance	16,100	36,200	35,000	26,000	35,000
Services & Supplies	2,510,000	2,648,900	3,875,700	4,028,500	4,528,800
Transfer to General Fund for Administration	737,100	547,500	548,500	548,500	552,400
Transfer to General Fund for Operations	746,800	1,014,700	-	-	-
Transfer to Gas Tax Fund for Operations	100,000	100,000	100,000	100,000	100,000
OPERATIONS	\$ 4,130,400	\$ 4,403,500	\$ 5,716,800	\$ 5,849,100	\$ 6,407,800
Transfer to Operations Reserve		1,900,000	-	-	-
TRANSFER TO RESERVE FUND 16	\$ -	\$ 1,900,000	\$ -	\$ -	\$ -
TOTAL EXPENDITURES:	\$ 4,130,400	\$ 6,303,500	\$ 5,716,800	\$ 5,849,100	\$ 6,407,800
ENDING FUND BALANCE - June 30	\$ 8,684,600	\$ 8,276,400	\$ 8,097,400	\$ 8,394,100	\$ 7,829,400

EXPENDITURE DETAIL -- SANITATION OPERATIONS - FUND 15

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
EXPENDITURES					
Salaries - Regular	-	-	771,400	765,800	804,800
Overtime	-	-	14,200	14,200	14,200
Extra Help	-	-	13,500	15,000	15,000
SUBTOTAL SALARIES	-	-	799,100	795,000	834,000
Medical Insurance	-	-	101,800	98,700	101,800
Retirees Medical	-	-	15,400	15,500	15,500
Deferred Compensation	-	-	1,700	1,700	1,700
Employee Assistance Program	-	-	-	-	-
Worker's Compensation	3,400	42,000	30,000	30,000	10,000
Medicare	-	-	13,300	13,500	13,800
Life Insurance	-	-	1,200	1,200	1,200
Long Term Disability	-	-	6,000	6,000	6,300
Retirement	-	-	167,300	165,300	183,500
Unemployment	-	1,200	-	-	-
SUBTOTAL BENEFITS	3,400	43,200	336,700	331,900	333,800
Claims Paid	4,000	1,100	20,000	5,000	20,000
Computer Maintenance	26,000	44,600	46,600	46,600	40,000
Contractual Services	-	44,600	55,000	55,000	55,000
Emergency Callouts	-	100	10,000	5,000	10,000
Equipment Rental	-	300	-	-	-
Estimated Workers Comp Claim Payable	-	-	-	168,200	-
Fuel	4,400	9,500	9,100	9,100	9,100
Industrial Enforcement	4,100	8,500	1,000	10,000	10,000
Insurance Premium: Liability	54,800	56,500	48,800	48,800	48,800
Insurance Premium: Property	3,200	5,100	7,700	7,700	7,700
Line Cleaning	-	7,900	-	25,000	10,000
Litigation Services	6,700	56,100	50,000	60,000	30,000
Medical Exams	-	200	400	400	400
Membership and Dues	100	1,200	2,000	2,000	2,000
Mileage	-	-	8,400	8,400	8,400
Muni Sewage Capacity & Treatment	2,291,400	2,295,100	2,300,000	2,310,500	2,302,000
Muni Sewage Transportation	28,200	64,800	65,000	65,000	42,000
Office Supplies	700	400	2,000	2,000	2,000
PERS Actuarial Unfunded Liability	-	-	-	-	1,800,000
Personnel Recruitment	-	100	-	-	-
Professional Services	13,600	17,100	55,000	30,000	72,500
Protective Clothing	2,700	3,400	4,000	4,000	4,000
Repairs	-	3,900	5,400	5,400	5,400
Repair and Maintenance-Equipment	8,900	6,500	15,000	10,000	15,000
Repair and Maintenance-Vehicles	7,200	29,700	20,000	10,000	20,000
Restoration Services	45,100	2,000	20,000	10,000	20,000
Street Sweeping	16,000	16,000	18,000	18,000	18,000
Tools and Supplies	9,000	10,400	11,000	11,000	11,000
Traffic Safety Equipment	-	-	500	500	500
Training	1,500	3,400	13,100	10,000	13,100
Travel & Meetings	10,700	4,100	3,500	2,000	3,500
Utilities-Gas and Electricity	1,000	900	700	700	700
Utilities-Telephone	2,500	3,300	2,500	4,500	4,500
Utilities-Water	1,300	1,300	2,000	2,000	2,000
Inter.Trans For Admin.Services	737,100	547,500	548,500	548,500	552,400
Inter.Trans For Operations	746,800	1,014,700	-	-	-
Inter.Trans To Gas Tax Fund	100,000	100,000	100,000	100,000	100,000
Inter.Trans.For Operations Reserve	-	1,900,000	-	-	-
SUBTOTAL OPERATIONS	\$ 4,127,000	\$ 6,260,300	\$ 3,445,200	\$ 3,595,300	\$ 5,240,000
TOTAL EXPENDITURES	\$ 4,130,400	\$ 6,303,500	\$ 4,581,000	\$ 4,722,200	\$ 6,407,800

LEMON GROVE SANITATION DISTRICT RESERVE - FUND 16

	FY 12-13 ACTUAL	FY 13-14 ACTUAL	FY 14-15 Mid- Year Budget	FY 14-15 Anticipated	FY 15-16 Budget
BEGINNING FUND BALANCE - July 1	\$ 4,683,600	\$ 4,683,600	\$ 6,934,100	\$ 6,934,100	\$ 6,934,100
Rate Stabilization - Beginning Balance (sub-set of Fund Balance)	\$ 3,250,700	\$ 3,257,600	\$ 3,865,200	\$ 3,865,200	\$ 3,523,200
REVENUES					
Interest	6,900	7,600	8,000	8,000	8,000
Transfer From Operations	-	-	-	-	-
Transfer to Operations Reserve	-	(600,000)	(350,000)	(350,000)	-
Rate Stabilization Ending Balance*	\$ 3,257,600	\$ 3,865,200	\$ 3,523,200	\$ 3,523,200	\$ 3,531,200
Operations Reserves - Beg. Bal.(sub-set of Fund Balance)	\$ 1,432,900	\$ 1,397,300	\$ 3,068,900	\$ 3,068,900	\$ 2,902,900
REVENUES					
Interest	5,400	3,300	4,000	4,000	4,000
Transfer From Operations (revenue)		1,900,000	-	-	-
Transfer From Rate Stabilization (revenue)		600,000	350,000	350,000	-
TOTAL RESOURCES:	\$ 1,438,300	\$ 3,900,600	\$ 3,422,900	\$ 3,422,900	\$ 2,906,900
EXPENDITURES					
CAPITAL EQUIPMENT PURCHASES					
Equipment Replacement	18,000	16,400	20,000	20,000	20,000
Vehicles	-	544,800	-	-	-
CAPITAL IMPROVEMENT PLAN PROJECTS					
Lemon Grove Avenue Realignment Project	1,400	212,900	-	-	-
Sewer Main Rehab	21,600	57,600	2,000,000	500,000	1,500,000
TOTAL EXPENDITURES:	41,000	831,700	2,020,000	520,000	1,520,000
Operations Reserves Ending Balance**	\$ 1,397,300	\$ 3,068,900	\$ 1,402,900	\$ 2,902,900	\$ 1,386,900
ENDING FUND BALANCE - June 30	\$ 4,654,900	\$ 6,934,100	\$ 4,926,100	\$ 6,426,100	\$ 4,918,100

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 3
Mtg. Date May 19, 2015
Dept. Development Services

Item Title: **Ordinance No. 428 Amending Chapters 8.48 and 18.08 of the Lemon Grove Municipal Code with Reference to the Lemon Grove Best Management Practices (BMP) Manual**

Staff Contact: Malik Tamimi, Management Analyst

Recommendation:

Conduct second reading by title and adopt Ordinance No. 428 amending Sections of Chapter 8.48 (Stormwater Management and Discharge Control) and Chapter 18.08 (Excavation and Grading) of the Lemon Grove Municipal Code with reference to the Lemon Grove Best Management Practices (BMP) Manual.

Item Summary:

On May 5, 2015, the City Council introduced Ordinance No. 428. The ordinance amends Sections of Chapter 8.48 (Stormwater Management and Discharge Control) and Chapter 18.08 (Excavation and Grading) of the Lemon Grove Municipal Code with reference to the Lemon Grove Best Management Practices (BMP) Manual. The amendments are required for compliance with the 2013 Municipal Stormwater Permit and are consistent with updates being made by other cities in the County. A full and detailed analysis was provided to the City Council in a staff report dated May 5, 2015, entitled Ordinance No. 428 Amending Chapters 18.08 and 8.48 of the Lemon Grove Municipal Code with Reference to the Lemon Grove Best Management Practices (BMP) Manual. Staff recommends that the City Council conduct the second reading by title and adopt Ordinance No. 428.

Fiscal Impact:

None.

Environmental Review:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Not subject to review | <input type="checkbox"/> Negative Declaration |
| <input type="checkbox"/> Categorical Exemption, Section 15301 | <input type="checkbox"/> Mitigated Negative Declaration |

Public Information:

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

Attachments:

- A. Ordinance No. 428 and BMP Manual

Attachment A

ORDINANCE NO. 428

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA AMENDING CHAPTER 8.48 (STORMWATER MANAGEMENT AND DISCHARGE CONTROL) AND CHAPTER 18.08 (EXCAVATION AND GRADING) OF THE LEMON GROVE MUNICIPAL CODE WITH REFERENCE TO THE LEMON GROVE BEST MANAGEMENT PRACTICES (BMP) MANUAL

WHEREAS, the Regional Water Quality Control Board for the San Diego region (RWQCB) has approved Order No. R9-2013-0001 and later amended as R9-2015-0001, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109266 (Permit); and

WHEREAS, the Permit requires certain changes be made to the Stormwater Management and Discharge Control Ordinance (Chapter 8.48 of the Lemon Grove Municipal Code) and the Excavation and Grading Ordinance (Chapter 18.08) with reference to the Lemon Grove Best Management Practices (BMP) Manual; and

WHEREAS, the purpose of this Ordinance is to update the Stormwater Management and Discharge Control Ordinance and the Excavation and Grading Ordinance with Reference to the Lemon Grove Best Management Practices (BMP) Manual to comply with the Permit.

NOW THEREFORE, the City Council of the City of Lemon Grove, California hereby modifies Chapter 8.48 (City of Lemon Grove Stormwater Management and Discharge Control Ordinance) and Chapter 18.08 (Excavation and Grading Ordinance) as set out in Exhibit 1 and approves the Lemon Grove Best Management Practices (BMP) Manual which is attached hereto and incorporated herein by reference (Exhibit 2).

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Attachment A

Exhibit 1

Chapter 8.48 STORMWATER MANAGEMENT AND DISCHARGE CONTROL

8.48.010 Title, purpose and intent.

—This chapter shall be known as the “Lemon Grove Stormwater Management and Discharge Control Ordinance.”.

The purposes of this chapter are ~~as follows: to further ensure the health, safety and general welfare of the citizens of the city by controlling non-stormwater discharges to the stormwater conveyance system; by eliminating discharges to the stormwater conveyance system from spills, dumping or disposal of materials other than stormwater; and by reducing pollutants in urban stormwater discharges to the maximum extent practicable. The intent of this chapter is to protect and enhance the water quality of our watercourses, water bodies and wetlands in a manner pursuant to and consistent with the Federal Water Pollution Control Act (Clean Water Act, 33 U.S.C. Section 1251 et seq.) and San Diego Regional Water Quality Control Board Order Number R9-2007-0001), as amended, which constitutes National Pollutant Discharge Elimination System (“NPDES”) Permit Number CAS0108758. This chapter seeks to promote these purposes by:~~

~~—A.— Prohibiting polluted non-stormwater discharges to the stormwater conveyance system;~~

A. To establish requirements for discharges into the municipal separate storm sewer system (MS4), receiving waters, and the environment;

B. To protect, to the maximum extent practicable (MEP), life, property, receiving waters, aquatic life, and the environment from loss, injury, degradation, or damage by discharges from within the City’s jurisdiction;

C. To protect the MS4 from damage; and

D. To meet the requirements of state and federal law and the California Regional Water Quality Control Board (RWQCB) Order No. R9-2013-0001, NPDES Permit No. CAS0109266, as may be amended (MS4 Permit).—B.— Establishing minimum requirements for stormwater management, including source control requirements, to prevent and reduce pollution;

—C.— Establishing requirements for development project low impact development (LID), to reduce stormwater pollution and erosion;

—D.— Establishing requirements for the management of stormwater flows from development projects, both to prevent erosion and to protect and enhance existing water-dependent habitats;

—E.— Establishing standards for the use of off-site facilities for stormwater management to supplement on-site practices at new development sites; and

—F.— Establishing notice procedures and standards for adjusting stormwater and non-stormwater management requirements where necessary. (Ord. 369 § 1, 2008)

8.48.020 Definitions.

The following definitions shall be applicable when the following words or phrases are used hereafter in this chapter (including use in the city of Lemon Grove’s Best Management Practices Manual), whether or not these words or phrases are capitalized.

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~~—For purposes of this chapter:~~

~~—“Attached residential development” means any development that provides ten or more residential units that share an interior/exterior wall. This category includes, but is not limited to: dormitories, condominiums and apartments.~~

—“Authorized enforcement official” means the city manager of the city of Lemon Grove or any designee of the city manager of the city of Lemon Grove who is responsible for enforcing the provisions of this chapter, including but not limited to, the directors, their management staff and designees.

—“Basin plan” means the comprehensive water quality control plan for the San Diego Basin, adopted by the Regional Water Quality Control Board for the San Diego Region in July 1975, and all subsequent amendments.

—“Best management practices” (BMPs) means schedules of activities, pollution treatment practices or devices, prohibitions of practices, general good housekeeping practices, pollution prevention and educational practices, maintenance procedures and other management practices or devices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters or the ~~stormwater conveyance system~~ MS4. Best management practices also include, but are not limited to, treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal or drainage from raw materials storage. Best management practices may include any type of pollution prevention and pollution control measure, approved by the City and consistent with the MS4 Permit, that can help to achieve compliance with this chapter.

~~—“BMP Manual” or “Manual” means the City’s Best Management Practices (BMP) Manual, described in Appendix C of the City’s Jurisdictional Management Runoff Program document LGMG X, adopted by resolution as part of the City’s Jurisdictional Runoff Management Program. Adopted by resolution and amended from time to time by the City Council. The applicable version of the BMP Manual for a development shall be the version in effect at the time of final approval of the permit or other entitlement applicable to the improvement.~~

~~—“California Ocean Plan” means the California Ocean Plan: Water Quality Control Plan for Ocean Waters of California, adopted by the State Water Resources control board in September 1991, and all subsequent amendments.~~

—“Channel” means a natural or improved watercourse with a definite bed and banks that conveys continuously or intermittently flowing water.

—“City” means the City of Lemon Grove.

—“Contamination”, as defined in the Porter-Cologne Water Quality Control Act, is “an impairment of the quality of waters of the State by waste to a degree which creates a hazard to the public health through poisoning or through the spread of disease. ‘Contamination’ includes any equivalent effect resulting from the disposal of waste whether or not waters of the State are affected.”

—“County” means the County of San Diego.

~~—“Commercial development” means any development on private land that is not exclusively heavy industrial or residential uses. The category includes, but is not limited to: mini-~~

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~~malls and other business complexes, shopping malls, hotels, office buildings, public warehouses, hospitals, laboratories and other medical facilities, educational institutions, recreational facilities, plant nurseries, car wash facilities, automotive dealerships, commercial airfields, and other light industrial complexes.~~

~~—“Commercial development greater than one acre” means any commercial development that results in the disturbance of one acre or more in land.~~

~~—“Developer” means a person who seeks or receives permits for or who undertakes land development activity.~~

~~—“Directly connected impervious area” (DCIA) means the area covered by a building, impermeable pavement, and/or other impervious surfaces, which drains directly into the storm drain without first flowing across permeable vegetated land area (e.g., lawns).~~

~~—“Directors” means the directors of the City’s Community Development Development Services Department and the Public Works Department.~~

~~—“Discharge” when used as a verb, means to allow pollutants to directly or indirectly enter stormwater, or to allow stormwater or non-stormwater to directly or indirectly enter the stormwater conveyance system MS4 or receiving waters, from an activity or operations which one owns or operates. When used as a noun, “discharge” means the pollutants, stormwater and/or non-stormwater that is discharged.~~

~~—“Discharger” means any person or entity engaged in activities or operations or owning facilities, which will or may result in pollutants entering stormwater, the stormwater conveyance system MS4, or receiving waters; and the owners of real property on which such activities, operations or facilities are located; provided however, that a local government or public authority is not a discharger as to activities conducted by others in public rights-of-way.~~

~~—“Discharges directly to” means that stormwater or non-stormwater is conveyed overland a distance of 200 feet or less from a site, or conveyed in a pipe or open channel any distance as an isolated flow from a site (i.e., not comingled with flows from adjacent lands).~~

~~—“Drainage easement” means a legal right granted by a landowner to a grantee allowing the use of private land for stormwater management purposes.~~

~~—“Employee training program” means a documented employee training program which may be required to be implemented by a business pursuant to a stormwater pollution prevention plan for the purpose of educating its employees on methods of reducing discharge of pollutants to the stormwater conveyance system. “Enclosed Bays and Estuaries Plan” means the “California Enclosed Bays and Estuaries Plan: Water Quality Control Plan for Enclosed Bays and Estuaries of California,” adopted by the State Water Resources Control board April 11, 1991, and all subsequent amendments.~~

~~—“Enforcement agency” means the City or its authorized agents charged with ensuring compliance with this chapter.~~

~~—“Environmentally sensitive areas,” (ESA) means areas that include, but are not limited to, all Clean Water Act 303(d) impaired water bodies (“303(d) water bodies”); areas designated as an “Area of Special Biological Significance” (ASBS) by the State Water Resources Control Board (Water Quality Control Plan for the San Diego Basin (1994) and amendments); water bodies designated as having a RARE beneficial use by the State Water Resources Control Board (Water Quality Control Plan for the San Diego Basin (1994) and amendments), or areas~~

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~~designated as preserves. The limits of Areas of Special Biological Significance are those defined in the Water Quality Control Plan for the San Diego Basin (1994 and amendments).~~

~~—“Erosion” refers to any process in which land is diminished or worn away due to wind, water, or glacial ice. Often the eroded debris (silt or sediment) becomes a pollutant via stormwater runoff. Erosion occurs naturally but can be intensified by land clearing activities such as development, farming, road building, and timber harvesting.~~

~~—“Erosion control plan” means a plan prepared under the direction of and signed by a Civil Engineer competent in the preparation of such plans and knowledgeable about current erosion control methods. The plan shall provide for protection of exposed soils, prevention of discharge of sediment, and desiltation of runoff at frequent intervals along flowage areas, at entrances to storm drains, at entrances to streets and driveways, and at the exit of the area being graded.~~

~~—“Erosion control system” means any combinations of desilting facilities, retarding basins, flow decelerates, and/or erosion protection (including effective planning and the maintenance thereof) to protect the project site, adjacent private property, watercourses, public facilities, graded improvements, existing natural facilities, archaeological artifacts, and relieve waters of suspended sediments or debris prior to discharge from the site.~~

~~—“Groundwater” means subsurface water that occurs beneath the water table in soils and geologic formations that are fully saturated.~~

~~—“Hillside” means lands that have a natural gradient of twenty-five percent (four feet of horizontal distance for every one foot of vertical distance) or greater and a minimum elevation differential of fifty feet, or a natural gradient of two hundred percent (one foot of horizontal distance for every two feet of vertical distance) or greater and a minimum elevation differential of ten feet.~~

~~—“Hillside development greater than five thousand square feet” means any development that would create more than five thousand square feet of impervious surfaces in hillsides with known erosive soil conditions.~~

~~—“Household hazardous waste” means a household hazardous material that no longer has a use and is discarded or intended to be discarded. The term includes, but is not limited to, paint and paint-related materials; yard and garden products; household cleaners; used oil, motor vehicle fluids, batteries and oil filters; and household batteries.~~

~~—“Hydrologic soil group” means the classification system for soil erodability set out in Soil Survey—San Diego Area, California (December 1973), issued by the U.S. Department of Agriculture Soil Conservation Service and U.S. Forest Service. In this system soils are categorized into four runoff potential groups. The groups range from “A” soils, which have high permeability and little runoff production, to “D” soils, which have low permeability rates and produce much more runoff.~~

~~—“Hydromodification” means the change in the natural hydrologic processes and runoff characteristics (i.e., interception, infiltration, overland flow, interflow and groundwater flow) caused by urbanization or other land use changes that result in increased stream flows and changes in sediment transport. In addition, alteration of stream and river channels, installation of dams and water impoundments, and excessive stream bank and shoreline erosion are also considered hydromodification, due to their disruption of natural watershed hydrologic processes.~~

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—“Illegal connection” means a pipe, facility, or other device connected to the ~~stormwater conveyance system~~^{MS4} or receiving waters, which has not been reviewed and authorized by the city; or a permitted/authorized pipe, facility, or other device, which conveys illegal discharges.

—“Illegal discharge” means any discharge to the stormwater conveyance system^{MS4} or receiving waters that is prohibited by this chapter. This includes, but is not limited to, discharges of non-stormwater that are not exempt discharges listed 8.438.050, discharges of irrigation runoff to the stormwater conveyance system^{MS4}, any discharge from an illegal connection and any discharge that contains additional pollutants due to the absence of a required BMP or the failure of a BMP. Discharges that require a RWQCB permit that has not been issued or has not been acknowledged by the discharger to be applicable are illegal discharges. Discharges regulated under an applicable NPDES permit are illegal discharges for purposes of this chapter unless compliance with all applicable permit and Storm Water Pollution Prevention Plan (SWPPP) conditions is maintained.

~~means any discharge into stormwater, the stormwater conveyance system, or receiving waters that is prohibited by this chapter. This includes, but is not limited to, discharges of non-stormwater that are not exempt discharges listed in Section 8.48.050, any discharge from an illegal connection, and any discharge that contains additional pollutants due to the absence of a required BMP or the failure of a BMP. Discharges that require a RWQCB permit that has not been issued or has not been acknowledged by the discharger to be applicable are illegal discharges. Discharges regulated under an applicable RWQCB or the stormwater pollution prevention plan (SWPPP) are illegal discharges for purposes of this chapter unless compliance with all applicable permit and SWPPP conditions is maintained.~~

—“Impaired water body” means a water body that is listed by the SWRCB as impaired by a particular pollutant or pollutants, pursuant to Section 303(d) of the Federal Clean Water Act. ~~“303(d) listed water body” has the same meaning.~~

—“Impervious cover” or “impervious surface” means ~~constructed or modified surfaces that cannot effectively infiltrate rainfall. The term includes, but is not limited to, building rooftops, pavement, sidewalks, and driveways.~~

—“Impervious surface area” means ~~the ground area covered or sheltered by an impervious surface, measured in plan view (i.e., as if from directly above). For example, the impervious surface area for a pitched roof is equal to the ground area it shelters, rather than the surface area of the roof itself.~~

—“Industrial activity” means ~~manufacturing, processing, or raw materials storage at a commercial, industrial or municipal facility. The term includes, but is not limited to, such manufacturing, processing, or storage in or upon industrial plant yards or immediate access roads used or traveled by carriers of raw materials; manufacture of products, waste material, or by-product creation or storage; material handling; refuse storage or disposal; the application or disposal of processed wastewaters; storage and maintenance of material handling equipment; treatment, storage or disposal of residuals; outdoor shipping and receiving; activities in manufacturing buildings; storage of raw materials and intermediate and finished products; and the ownership, use or control of areas where significant industrial activity has taken place in the past and significant materials remain and are exposed to stormwater. Material handling~~

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~~activities include the storage, loading and unloading, transportation, or conveyance of any raw material, intermediate product, finished product, by-product, or waste product.~~

~~—“Industrial discharger” means a discharger who operates a regulated industrial facility.~~

~~—“Infiltration” means the process of percolating stormwater or non-stormwater into the soil.~~

~~—“Infiltration BMPs” or “infiltration facility” means any structural treatment BMP designed primarily to percolate water into the subsurface, such as an infiltration trench or infiltration basin. An infiltration BMP facility may include filtering prior to or during infiltration. BMPs that infiltrate some water but which are designed primarily to retain water or to treat water, such as retention basins, constructed wetlands, or filtering swales are not infiltration facilities.~~

~~—“Inland Surface Water Plan” means the California Inland Surface Waters Plan: Water Quality Control Plan for Inland Surface Waters of California adopted by the State Water Resources Control Board on April 11, 1991, and all amendments thereto.~~

~~—“Land development activity” means construction, rehabilitation, redevelopment, or reconstruction of any public or private projects. any activity or proposed activity that requires any of the permits or approvals listed in Section 8.48.030(GF) of this chapter.~~

~~—“Land disturbance activity” means any activity, requiring a grading permit that moves fifty cubic yards of soils or substantially alters the pre-existing vegetated or man-made cover of any land. This includes, but is not limited to, grading, digging, cutting, scraping, stockpiling or excavating of soil; placement of fill materials; paving, pavement removal, exterior construction; substantial removal of vegetation where soils are disturbed including, but not limited to, removal by clearing or grubbing; or any activity which bares soil or rock or involves streambed alterations or the diversion or piping of any watercourse. Land disturbance activity does not include routine maintenance to maintain original line and grade, hydraulic capacity, or the original purpose of the facility, nor does it include emergency construction activities (i.e., land disturbances) required to protect public health and safety.~~

~~—“Land owner” means the holder of legal title to the land, and other persons or entities who exercise control over a land development project pursuant to rights granted in a purchase agreement, joint venture agreement, development agreement, or long-term lease.~~

~~—“Low impact development,” or “LID,” means a stormwater management and land use development strategy that emphasizes conservation and the use of on-site natural features integrated with engineered, small-scale hydrologic controls to more closely reflect pre-development hydrologic functions.~~

~~—“Maintenance of a BMP” means periodic action taken to maintain the as-designed performance of a BMP, and includes, but is not limited to, repairs to the BMP as necessary, and replacement of the BMP by an equally effective or more effective BMP at the end of its useful life.~~

~~—“Maximum extent practicable” (or “MEP”) means the technology-based standard established by Congress in the Clean Water Act 402(p)(3)(B)(iii) that municipal dischargers of urban runoff must meet. MEP generally emphasizes pollution prevention and source control BMPs primarily (as the first line of defense) in combination with treatment methods serving as a backup (additional lines of defense). MEP is an acceptability standard for BMPs. When BMPs are required to meet this standard, the BMPs must be the most effective set of BMPs that is still practicable. A BMP is effective if it prevents, reduces or removes the pollutants that would~~

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otherwise be present in runoff due to human activity. A BMP is practicable if it complies with other regulations as well as stormwater regulations; is compatible with the area's land use, character, facilities and activities; is technically feasible (considering area soil, geography, water resources and other resources available); is economically feasible; and provides benefits that are reasonable in relation to costs.

~~—"Motor vehicle" means any automobile, car, truck, bus, motor home or other self-propelled vehicle used or suited to use for on-road transportation; and any similar vehicle modified for off-road use.~~

"Municipal separate storm sewer system" (MS4) means a conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains): (i) Owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or designated and approved management agency under section 208 of the CWA that discharges to waters of the United States; (ii) Designated or used for collecting or conveying storm water; (iii) Which is not a combined sewer; (iv) Which is not part of the Publicly Owned Treatment Works (POTW) as defined at 40 CFR 122.26.

~~—"Municipal facility" means a facility owned or operated by the city of Lemon Grove that is used for a governmental purpose. Facilities or municipally-owned land that are leased or rented to others to generate municipal revenues are not municipal facilities. The commercial or industrial lessees of such facilities may, however, be subject to this chapter as commercial dischargers or industrial dischargers.~~ "MS4" Municipal Separate Storm Sewer System.

~~—"MS4 Permit" refers to RWQCB Order No. R9-2013-0001, NPDES Permit No. CAS0109266, as may be amended.~~

~~—"Natural drainage" means a natural swale or topographic depression, which gathers and/or conveys runoff to a permanent or intermittent watercourse or water body.~~

~~—"New development" means land disturbing activities; structural development, including construction or installation of a building or structure, the creation of impervious surfaces; and land subdivision.~~

~~—"Non-stormwater discharge" means any discharge to the stormwater conveyance system MS4 that is not entirely composed of stormwater.~~

~~"NPDES permit" means a National Pollutant Discharge Elimination System (NPDES) permit issued by the U.S. Environmental Protection Agency, the SWRCB, or the RWQCB.~~

~~—"NPDES Permit No. CAS 0108758" means RWQCB Order No. R9-2007-0001, NPDES Permit No. CAS 0108758, "Waste Discharge Requirements for Discharges of Urban Runoff from the Municipal Separate Storm Sewer Systems (MS4s) Draining the Watersheds of the County of San Diego, the Incorporated Cities of San Diego County, and the San Diego Unified Port District."~~ "Parking lot" means land area or facility for the temporary parking or storage of motor vehicles used personally, or for business or commerce. ~~—"Nuisance" shall have the~~

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same meaning as set forth in Lemon Grove MMunicipal Code (LGMC) 17.08.030 and/or applicable state law.

—“Pollutants” shall means any agent that may cause or contribute to the degradation of water quality such that a condition of pollution or contamination is created or aggravated.

“Pollution” as defined in the Porter-Cologne Water Quality Control Act, is “the alteration of the quality of the waters of the State by waste, to a degree which unreasonably affects either of the following: 1) The waters for beneficial uses; or 2) Facilities that serve these beneficial uses.” Pollution may include contamination.

“~~Storm Water Quality Management Plan~~Post-Construction Stormwater Management Plan” (SWQMP) is a report that documents how a Priority Development Project complies with applicable BMP requirements for land development and redevelopment activities listed in the BMP Manual and Chapter 8.52 of the Municipal Code. Post-Construction Stormwater Management Plans are commonly referred to by titles such as Water Quality Technical Report (WQTR) and Storm Water Quality Management Plan (SWQMP).

~~-any agent introduced to stormwater or non-stormwater through human activity that may cause or contribute to the degradation of water quality such that public health, the environment, or beneficial uses of waters may be affected. The term may include, but is not limited to, dredged soil, rock, sand, or silt (excluding sediment, silt, or substances in quantities which would enter stormwater from a natural undeveloped watershed); solid waste, sewage, garbage, or medical waste; wrecked or discarded equipment; radioactive materials; industrial waste; fecal coliform, fecal streptococcus, and enterococcus bacteria and other pathogens that pose a threat to human health; volatile organic carbon, surfactants, oil and grease, petroleum hydrocarbons, total organic carbon, lead, copper, chromium, cadmium, silver, nickel, zinc, cyanides, phenols, and biocides; and any contaminant which can significantly degrade the quality of receiving waters by altering pH, total suspended or settleable solids, biochemical oxygen demand, chemical oxygen demand, nutrients, or temperature.~~

—“Premises” means any building, lot parcel, land or portion of water whether improved or unimproved.

—“Priority development project category” means all categories listed as follows:

—1.— ~~Housing Subdivisions of Ten or More Dwelling Units. This category includes single-family homes, multifamily homes, condominiums, and apartments.~~

—2.— ~~Commercial Development Greater Than One Acre. This is defined as any development on private land that is not for heavy industrial or single family residential uses where the land area is greater than one acre.~~

—3.— ~~Automotive Repair Shops. This category is defined as a facility that is categorized in any state Standard Industrial Classification (SIC) code: 5013, 5014, 5541, 7532-7534, or 7536-7539, as amended.~~

—4.— ~~Restaurants. This category is defined as a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption (SIC code 5812), where the land area for~~

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development is greater than five thousand square feet. Under LGMC Section 8.52.310(A), restaurants where land development is less than five thousand square feet shall meet all SUSMP requirements except for structural treatment BMPs and numeric sizing requirement (LGMC Sections 8.52.310 and 8.52.320) "Priority Development Project" refers to new development and redevelopment project categories as more fully set forth in Section E.3.b of the MS4 Permit and in the BMP Manual and Chapter 8.52 of the Municipal Code.

—5.— All Hillside Development Greater Than Five Thousand Square Feet. This category is defined as any development which creates five thousand square feet of impervious surface which is located in an area with known erosive soil condi-

tions, where the development will grade on any natural slope that is twenty-five percent or greater.

—6.— Environmentally Sensitive Areas (ESAs). All development located within or directly adjacent to or discharging directly into an ESA (where discharges from the development or redevelopment will enter receiving waters within the ESA), which either creates two thousand five hundred square feet of impervious surface on a proposed project site or increases the area of impervious of a proposed project site to ten percent or more of its naturally occurring condition. "Directly adjacent" means situated within two hundred feet of an ESA. "Discharging directly to" means outflow from a drainage conveyance system that is composed entirely of flows from the subject development or redevelopment site, and not commingled with flows from adjacent lands.

—7.— Parking Lots Five Thousand Square Feet or More With Fifteen or More Parking Spaces and Potentially Exposed to Urban Runoff. Parking lot is defined as land area or facility for the temporary parking or storage of motor vehicles used personally, for business or commerce.

—8.— Streets, Roads, and Highways. This category includes any paved surface that is five thousand square feet or greater used for the transportation of motor vehicles.

—9.— Retail Gasoline Outlets (RGOs). This category includes RGOs that meet the following criteria:

—a.— Five thousand square feet or more; or

—b.— A projected average daily traffic (ADT) of one hundred vehicles per day.

—10.— All other pollutant generating development projects that result in land disturbance of more than one acre.

—"Projects discharging to receiving waters within environmentally sensitive areas" means all development and significant redevelopment that would create two thousand five hundred square feet of impervious surfaces or increase the area of imperviousness of a project site to ten percent or more of its naturally occurring condition, and either discharge urban runoff to a receiving water within or directly adjacent (where any portion of the project footprint is located within two hundred feet of the environmentally sensitive area) to an environmentally sensitive area, or discharge to a receiving water within an environmentally sensitive area without mixing with flows from adjacent lands (where the project footprint is located more than two hundred feet from the environmentally sensitive area).

—"Project footprint" means the limits of all grading and ground disturbance, including landscaping, associated with a project.

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—“Rainy season” means from October 1st through April 30th.

—“Receiving waters” means surface bodies of water, which directly or indirectly receive discharges from urban runoff conveyance systems, including naturally occurring wetlands, streams (perennial, intermittent, and ephemeral (exhibiting bed, bank, and ordinary high water mark)), creeks, rivers, reservoirs, lakes, lagoons, estuaries, harbors, bays and the Pacific Ocean. The city’s use of the term receiving waters is to be consistent with the Federal definition utilized by the United States Army Corps of Engineers and the United States Environmental Protection Agency. Constructed wetlands are not considered wetlands under this definition, unless the wetlands were constructed as

mitigation for habitat loss. Other constructed BMPs are not considered receiving waters under this definition, unless the BMP was originally constructed in receiving waters. means all waters that are “Waters of the United States”.

—Construction of treatment control BMPs is prohibited in “receiving waters,” and may not be used to satisfy SUSMP requirements.

—“Redevelopment” means any construction, alteration or improvement at an already developed site, that will increase the total impervious surface area of that site, or that involves activities that could expose contaminants to rainfall. Redevelopment can include, but is not limited to, the expansion of building footprints, the addition or replacement of a structure, exterior construction and remodeling, replacement of existing impervious surfaces that are not part of a routine maintenance activity, and other activities that create additional impervious surface.

—“Regulated commercial facility” means all non-residential facilities engaged in business or commerce, whether for profit or not for profit, or publicly or privately owned, except for regulated industrial facilities and municipal facilities; plus residences used for commercial repair, maintenance, cleaning, manufacturing, food preparation or painting activity if that activity has the potential to result in the discharge of non-stormwater or the discharge of pollutants to stormwater.

—“Regulated industrial facility” means any facility subject to the State General Industrial Stormwater Permit; any other facility primarily engaged in manufacturing, processing, storage or handling of raw materials, processed bulk materials, or refuse; and any other facility with a total outdoor uncovered area of more than two acres that is used for an industrial activity. Municipal facilities are not regulated industrial facilities, unless they are subject to the State General Industrial Stormwater Permit.

—“Residential development” means any development on private land that provides living accommodations for one or more persons. This category includes, but is not limited to: single-family homes, multifamily homes, condominiums, and apartments.

—“Residential discharger” means, for an occupied residence, the occupants; and for a vacant residence, the owner and the manager of the residence.

—“Restaurant” means, for the purposes of this chapter, a facility that sells prepared foods and drinks for consumption, including stationary lunch counters and refreshment stands selling prepared foods and drinks for immediate consumption, where the land area for development is greater than five thousand square feet. Restaurants where land development is less than five thousand square feet shall meet all SUSMP requirements except hydromodification

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requirements. —“Runoff” means all flows in a stormwater conveyance system MS4 including stormwater (wet weather flows) and non-stormwater (dry weather flows).

—“RWQCB” means the Regional Water Quality Control Board for the San Diego Region.

“Sediment” means soils or other surficial materials eroded and then transported or deposited by the action of wind, water, ice, or gravity. Sediment resulting from anthropogenic sources (i.e. human induced land disturbance activities) is considered a pollutant. Sediments can increase turbidity, clog fish gills, reduce spawning habitat, lower young aquatic organisms' survival rates, smother bottom dwelling organisms, and suppress aquatic vegetation growth.

~~—“Sediment” means soils or other surficial materials eroded and then transported or deposited by the action of wind, water, ice, or gravity. Sediments can increase turbidity, clog fish gills, reduce spawning habitat, lower young aquatic organisms' survival rates, smother bottom dwelling organisms, and suppress aquatic vegetation growth.~~

~~—“Significant redevelopment” means development that would create, add, or replace at least five thousand square feet of impervious surfaces on an already developed site that falls under a priority development project category. Where redevelopment results in an increase of less than fifty percent of the impervious surfaces of a previously existing development, and the existing development was not subject to SUSMP requirements, the numeric sizing criteria identified in Sections 8.52.320 through 8.52.340 of the Lemon Grove Municipal Code, applies only to the addition, and not to the entire development. When redevelopment results in an increase of more than fifty percent of the impervious surfaces of a previously existing development, the numeric sizing criteria applies to the entire development. Significant redevelopment includes, but is not limited to, the expansion of a building footprint; addition to or replacement of a structure; replacement of an impervious surface that is not part of a routine maintenance activity; and land disturbing activities related with structural or impervious surfaces. Replacement of impervious surfaces includes any activity that is not part of a routine maintenance activity where impervious material(s) are removed, exposing underlying soil during construction. Significant redevelopment does not include trenching and resurfacing associated with utility work; resurfacing and reconfiguring surface parking lots; new sidewalk construction; pedestrian ramps, or bike lanes on existing roads; and replacement of damaged pavement.~~

—“Source control BMP (both structural and non-structural)” means land use or site planning practices, or structures that aim to prevent urban runoff pollution by reducing the potential for contamination at the source of pollution. Source control BMPs minimize the contact between pollutants and urban runoff. Examples include roof structures over trash or material storage areas, and berms around fuel dispensing areas.

~~—“Standard urban stormwater mitigation plan,” or “SUSMP” means a plan designed to reduce pollutants and runoff flows from new development and significant redevelopment.~~

—“State general construction stormwater permit” means NPDES Permit No. CAS000002, Waste Discharge Requirements for Discharges of Stormwater Associated with Construction Activities, and any amendments thereto.

—“State general industrial stormwater permit” means NPDES Permit No. CAS000001, Waste Discharge Requirements for Discharges of Stormwater Associated with Industrial Activities Excluding Construction Activities, and any amendments thereto.

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—“Stop Work Orders” means an order issued which requires that specifically identified activity or all activity on a site be stopped.

~~“Storm Water Quality Management Plan” (SWQMP) is a report that documents how a Priority Development Project complies with applicable BMP requirements for land development and redevelopment activities listed in the BMP Manual.~~

—“Stormwater” means surface runoff and drainage associated with storm events.

~~—“Stormwater conveyance system” means private and public drainage facilities other than sanitary sewers within the city of Lemon Grove by which urban run-off may be conveyed to receiving waters, and includes, but is not limited to, roads, streets, constructed channels, aqueducts, storm drains, pipes, street gutters, inlets to storm drains, pipes, or catch basins.~~

—“Stormwater management” means the use of structural or non-structural BMPs that are designed to reduce urban run-off pollutant loads, discharge volumes, and/or peak discharge flow rates or velocities. When applied to the city or another municipality, stormwater management also includes planning and programmatic measures.

—“Stormwater management plan” means a plan, submitted on a city form or in a city-specific format in connection with an application for a city permit or other city approval, identifying the measures that will be used for stormwater and non-stormwater management during the permitted activity.

~~—“Stormwater retrofit” means a stormwater management BMP designed for an existing development site or activity that previously had either no stormwater management BMPs in place or that relied on BMPs inadequate to meet the stormwater management requirements of the site or activity.~~

~~—“Streets, roads, alleys, highways, and freeways,” for the purposes of this chapter, means any project that is not part of a routine maintenance activity, and would create a new paved surface that is five thousand square feet or greater used for the transportation of automobiles, trucks, motorcycles and other vehicles. For the purposes of SUSMP requirements, streets, roads, highways and freeways do not include trenching and resurfacing associated with utility work; applying asphalt overlay to existing pavement; new sidewalk, pedestrian ramps, or bike lane construction on existing roads; and replacement of damaged pavement.~~

—“Structural BMP” means a BMP that relies on either a physical condition, other than an entirely natural and undisturbed condition, or on a constructed or installed device to reduce or prevent pollutants in stormwater discharges and authorized non-stormwater discharges. Constructed or enhanced BMPs that depend on natural materials and processes (e.g., constructed drainage swales or buffers, or constructed wetlands), and that require period maintenance to function as designed, are structural BMPs.

—“Structural post-construction BMP” means a structural BMP, other than a temporary construction-related BMP, put in place in connection with a land development or redevelopment project to prevent or reduce pollution contamination of stormwater or receiving waters, or to prevent or reduce erosion downstream from the project. All treatment control BMPs are structural post-construction BMPs.

—“SWRCB” means the State Water Resources Control Board.

~~—“Treatment control (structural) BMP” means any engineered system designed and constructed to remove pollutants from urban runoff. Pollutant removal is achieved by simple~~

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~~gravity settling of particulate pollutants, filtration, biological uptake, media adsorption or any other physical, biological, or chemical process.~~

~~—“Tributary to an impaired water body” means a facility or activity is tributary to an impaired water body if urban runoff from that facility or activity enters: (1) the stormwater conveyance system at a place and in a manner that will carry pollutants for which that water body is impaired in that discharge to the impaired water; (2) a flowing stream that will carry pollutants for which that water body is impaired in that discharge to the impaired water; or (3) an ephemeral stream that reaches the impaired water during storm events and that will carry pollutants for which that water body is impaired from the facility or activity to the impaired water body during such storm events.~~

~~—“Urban run-off” means all flows in a stormwater conveyance system in the city other than point source discharges in violation of a site-specific NPDES permit. Urban run-off includes, but is not limited to, stormwater, exempt non-stormwater discharges, and illicit discharges.~~

~~—“Watercourse” means a permanent or intermittent stream, creek, or other body of water, either natural or improved, which gathers or carries surface water.~~

~~—“Water main” means a potable or recycled water delivery line greater than or equal to four inches in diameter.~~

~~—“Water quality standards” are defined as the beneficial uses (e.g., swimming, fishing, municipal drinking water supply, etc.) of water and the water quality objectives standards adopted by the state or the United States Environmental Protection Agency to protect those uses.~~

~~—“Waters of the State” means any water, surface or underground, including saline waters within the boundaries of the State (State Water Code Section 10350(e)). The definition of the “Waters of the State” is broader than that for the “Waters of the United States” in that all water in the State is considered to be “Waters of the State” regardless of circumstances or condition.~~

~~—“Waters of the United States” means water subject to the regulatory jurisdiction of the United States under the Federal Clean Water Act and applicable case law. In general, this includes “navigable” waters, waters tributary to “navigable” waters, and adjacent wetlands. (Ord. 389 § 1, 2010; Ord. 369 § 1, 2008)~~

8.48.030 General provisions.

A. -Responsibility for Administration. This chapter shall be administered for the city of Lemon Grove by its authorized enforcement officials.

-B. - Effective Date. This chapter shall take effect on ~~March~~ June 24, 200815.

-C. -Construction and Application. Interpretation of this chapter shall assure consistency with the purpose and intent of this chapter and shall implement the requirements of NPDES ~~Permit No. CAS0108758~~ the MS4 Permit. This chapter is not intended to interfere with, abrogate or annul any other chapter, rule or regulation, statute, or other provision of law. The requirements of this chapter should be considered minimum requirements, and where any provision of this chapter imposes restrictions different from those imposed by any other chapter, rule or regulation, or other provision of law, whichever provisions are more restrictive or impose

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higher protective standards for human health or the environment shall take precedence. Stormwater and non-stormwater discharges regulated under a valid facility-specific NPDES permit or facility-specific RWQCB Waste Discharge Requirements Permit are not subject to this chapter, but shall instead be regulated exclusively by the RWQCB.

D. BMP Manual. The City may establish and adopt a written description of the runoff management measures and programs, including minimum BMPs, that the City will implement, or require to be implemented, to ensure compliance with this chapter. These documents shall be known collectively as the BMP Manual. Amendments to the BMP Manual shall be approved by the authorized enforcement official by resolution of the City Council.

~~E.D. Recycled Water.~~ This chapter is not intended to prohibit or prevent the use of recycled water, or the discharge of recycled water after use. This chapter is intended to require the use of BMPs for such uses and discharges as necessary to protect human health and the environment.

~~E.FE. - Severability and Validity.~~ If any section of this chapter is declared invalid by a court of law, the remaining sections shall remain valid. The City Council hereby declares that it would have passed this chapter, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional, and if for any reason this chapter should be declared invalid or unconstitutional, then the original ordinance or ordinances shall be in full force and effect. (Ord. 369 § 1, 2008)

~~G.F. City Permits and Approvals.~~

~~1. An application for any of the following discretionary permits or approvals shall be accompanied by plans demonstrating how the requirements of this chapter will be met, and the permit or approval shall not be approved unless the decision maker determines that the application complies with the requirements of this chapter:~~

- ~~a. Administrative clearing permit;~~
- ~~b. Lot line adjustment;~~
- ~~c. Final map modification;~~
- ~~d. Grading plan (including modification or renewal);~~
- ~~e. Improvement plan (including modification);~~
- ~~f. Landscape plan;~~
- ~~g. Major conditional use permit (including modification, minor deviation, or extension);~~
- ~~h. Minor conditional use permit (including modification, minor deviation, or extension);~~
- ~~i. Parcel map modification;~~
- ~~j. Specific plan;~~
- ~~k. Development review;~~
- ~~l. Site development plan;~~
- ~~m. Tentative map (including any amendment or time extension);~~

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~~— n. Tentative parcel map;~~

~~— o. Variance.~~

~~— 2. An application for any of the following ministerial permits or approvals shall be accompanied by plans demonstrating how the specifically applicable requirements, if any, set out in corresponding sections of the Manual will be met, and the permit or approval shall not be approved unless the decision maker determines that the application complies with those requirements.~~

~~— a. Building permit;~~

~~— b. Construction right-of-way permit;~~

~~— c. Encroachment permit;~~

~~— d. Excavation permit;~~

~~— e. On-site wastewater system permit;~~

~~— f. Underground tank permit;~~

~~— g. Well permit.~~

~~— G. Guidance Documents. Any authorized enforcement official may prepare, circulate for public comment, disseminate and maintain guidance documents addressing the use of pollution prevention practices and BMPs for specific activities or facilities, illicit connections, and illegal disposal.~~

~~— These guidance documents may set out additional compliance alternatives that, in specified circumstances, can provide the same environmental protection that is afforded by the BMPs required by this chapter or specified in the Manual.~~

~~— These guidance documents may also identify practices that have been determined by the authorized enforcement official to be additional BMPs that may be implemented for land disturbance activity and land development activity to prevent or control pollution to the maximum extent practicable.~~

~~— Authorized enforcement officials may also take these guidance documents into account when determining whether any practices used by a discharger, or proposed in a grading plan, a SWPPP, an enforcement settlement offer, or any other submittal to the city, are BMPs that will prevent or control pollution to the MEP. These case-specific discretionary decisions may involve circumstances that were not anticipated when general guidance documents were prepared. Therefore, these guidance documents do not confer rights on dischargers in these circumstances and do not constrain the discretion of authorized enforcement officials. Where appropriate, and provided the same protection is provided to the environment, authorized enforcement officials may depart from these guidance documents when making case-specific decisions authorized by this chapter. (Ord. 369 § 1, 2008)~~

8.48.040 Discharge of non-stormwater prohibited.

A. Illegal Discharges. The discharge of pollutants to non-stormwater, directly or indirectly, into the stormwater conveyance system^{MS4} or receiving waters, is prohibited, except as exempted in

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Section 8.48.050 of this chapter. The discharge of pollutants to stormwater, directly or indirectly into the ~~stormwater conveyance system~~MS4 or receiving

waters, is prohibited, unless the applicable requirements of this chapter have been met.

B. **Illegal Connection.** The establishment of illegal connections is prohibited. The use of illegal connections is prohibited, even if the connection was established pursuant to a valid city permit and was legal at the time it was constructed.

C. ~~Litter, Dumps, and Stockpiles.~~ **Prevention of Illegal Discharges.** Throwing, depositing, leaving, abandoning, maintaining or keeping materials or wastes on public or private lands in a manner and place where they may result in an illegal discharge is prohibited. ~~(Ord. 369 § 1, 2008).~~

D. **Violations of the MS4 Permit.** It is unlawful for any person to cause, or threaten to cause, either individually or jointly any discharge into or from the stormwater conveyance system MS4 that results in or contributes to a violation of the MS4 Permit. (Ord. 369 § 1, 2008).

8.48.050 Exceptions to discharge prohibitions.

A. **Separately-Permitted Discharges.** Any discharge to the stormwater MS4 conveyance system that is regulated under a NPDES permit issued to the discharger and administered by the State pursuant to Division 7 of the California Water Code is allowed, provided that the discharger is in compliance with all requirements of the NPDES permit and other applicable laws and regulations.

B. **Groundwater Discharges Typically Requiring Permits.** Non-stormwater discharges to the stormwater conveyance system MS4 from the following categories are allowed if: (i) the discharger obtains coverage under NPDES Permit No. CAG919002 (RWQCB Order No. R9-2008-0002, or subsequent order) for discharges to surface waters other than San Diego Bay, and the discharger is in compliance with all requirements of the applicable NPDES permit and all other applicable laws and regulations; or (ii) the RWQCB determines in writing that coverage under NPDES Permit No. CAG919002 (or subsequent permit) is not required. Otherwise, non-stormwater discharges from the following categories are illegal discharges:

1. Discharges from uncontaminated pumped groundwater;
2. Discharges from foundation drains when the system is designed to be located at or below the groundwater table to actively or passively extract groundwater during any part of the year;
3. Discharges from water from crawl space pumps;
4. Discharges from water from footing drains when the system is designed to be located at or below the groundwater table to actively or passively extract groundwater during any part of the year.

C. **Discharges from Water Lines.** Non-stormwater discharges to the stormwater conveyance system MS4

from water line flushing and water main breaks are allowed if the discharges have coverage under NPDES Permit No. CAG679001 (RWQCB Order No. R9-2010-0003, or subsequent order), and the discharger is in compliance with all requirements of that NPDES permit and

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other applicable laws and regulations. This category includes water line flushing and water main break discharges from water purveyors issued a water supply permit by the California Department of Public Health or federal military installations. Discharges from recycled or reclaimed water lines to the stormwater conveyance systemMS4 are allowed if the discharges have coverage under an NPDES permit, and the discharger is in compliance with the applicable NPDES permit and other applicable laws and regulations. Otherwise, discharges from water lines are illegal discharges.

~~Stormwater discharges regulated under a valid facility-specific NPDES permit or facility-specific RWQCB waste discharge requirements permit, or under a general NPDES permit (including the state general industrial stormwater permit or state general construction stormwater permit), are exempt from discharge prohibitions established by this chapter, provided compliance with all relevant permit conditions is maintained to the satisfaction of the RWQCB. Except as provided in Section 8.48.030(C), these discharges are not otherwise exempted from this chapter.~~

~~DB. Categorically Allowed Discharges Subject to Section 8.48.060. The following categories of non-stormwater discharges are exempt from discharge prohibitions established by this chapter, but dischargers must install, implement and maintain the applicable BMPs set out in Section 8.48.060 of this chapter, and any applicable BMPs specified in the Manual:~~

- ~~— 1. Discharges from potable water sources other than water main breaks;~~
- ~~— 2. Diverted stream flows (provided required permits are obtained);~~
- ~~— 3. Flows from riparian habitats and wetlands;~~
- ~~— 4. Foundation drains (not including active groundwater dewatering systems);~~
- ~~— 5. Individual residential washing of vehicles;~~
- ~~— 6. Irrigation water including recycled water used for irrigation;~~
- ~~— 7. Landscape irrigation;~~
- ~~— 8. Lawn watering;~~
- ~~— 9. Rising ground water;~~
- ~~— 10. Swimming pool discharges (if dechlorinated to less than one PPM chlorine);~~
- ~~— 11. Uncontaminated ground water infiltration to storm drains;~~
- ~~— 12. Uncontaminated pumped ground water;~~
- ~~— 13. Water from crawl space pumps; and~~
- ~~— 14. Water from footing drains (not including active groundwater dewatering systems).~~

Allowable Discharges. Non-stormwater discharges to the stormwater conveyance systemMS4 from the following categories are allowed, unless an authorized enforcement official or the RWQCB identifies the discharge as a source of pollutants to receiving waters, in which case the discharge is considered an illegal discharge:

- 1. Discharges from diverted stream flows (provided required permits are obtained);
- 2. Discharges from flows from riparian habitats and wetlands;
- 3. Discharges from foundation drains (not including active groundwater dewatering systems) when the system is designed to be located above the groundwater table at all times of

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the year, and the system is only expected to produce non-stormwater discharges under unusual circumstances;

4. Discharges from footing drains when the system is designed to be located above the groundwater table at all times of the year, and the system is only expected to produce non-storm water discharges under unusual circumstances;

5. Discharges from rising groundwater;

6. Discharges from uncontaminated groundwater infiltration to the stormwater conveyance systemMS4;

7. Discharges from springs; and

8. Discharges from potable water sources, except as set forth in Section 138.0948.0650.C; and except that irrigation runoff discharges are considered illegal discharges and are not allowed.

—E.— Conditionally Allowed Discharges. Non-stormwater discharges from the following categories are allowed if they are addressed as follows. Otherwise, non-stormwater discharges from the following categories are illegal discharges:

1. Air conditioning condensation. Air conditioning condensation discharges shall comply with applicable BMPs identified in the BMP Manual.

2. Individual residential vehicle washing. Wash water from individual residential vehicle washing must be directed to landscaped areas or other pervious surfaces, where feasible. Where discharges cannot be feasibly prevented, BMPs must be implemented in accordance with the BMP Manual. Non-commercial car washes, such as fundraisers and other similar activities, are not considered individual residential vehicle washing. Discharges from such activities are therefore considered illegal discharges.

3. Water from swimming pools.

a. Chlorinated swimming pool water. Chlorine, algaecide, filter backwash, and other pollutants shall be eliminated prior to discharging swimming pool water to the stormwater conveyance systemMS4.

b. Saline swimming pool water. Saline swimming pool water must be directed to the sanitary sewer, according to requirements for such discharges as required by the City Engineer, landscaped areas, or other pervious surfaces that can accommodate the volume of water, or otherwise disposed of in a manner that does not result in a discharge to the City's MS4 unless the saline swimming pool water can be discharged directly to a naturally saline water body.

—C.— Categorically Allowed Discharges Not Subject to Section 8.48.060. The following categories of non-stormwater discharges are exempt from discharge prohibitions established by this chapter and are not subject to Section 8.48.060.

1. Air conditioning condensation;

2. Flows from emergency fire fighting activities;

3. Springs; and

4. Water line flushing.

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~~—D.— Exemptions to Protect Public Health and Safety. Discharges determined by any authorized enforcement official to be necessary to protect public health and safety are exempt from discharge prohibitions established by this chapter, provided any conditions on such discharges imposed by the authorized enforcement official are satisfied. In emergency circumstances, the determination of an authorized enforcement official that a discharge is necessary may initially be oral but must be promptly confirmed in writing by an authorized enforcement official. In non-emergency situations, a prior written determination is required to exempt a discharge.~~

~~—E.— On-site Wastewater Systems. Discharges to the subsurface from permitted properly functioning on-site wastewater systems are not prohibited by this chapter.~~

~~—F.— Exemptions Not Absolute. Any discharge category described in subsection B of this section that is a significant source of pollutant to waters of the United States shall be prohibited from entering the stormwater conveyance system, or shall be subjected to a requirement to implement additional BMPs to reduce pollutants in that discharge to the MEP. Such prohibitions shall be effective on a schedule specified by an authorized enforcement official in a written notice to the discharger. That schedule may take into account the nature and severity of any effects caused by the discharge; and the time required to design, engineer, fund, procure, construct and make appropriate BMPs operational. (Ord. 369 § 1, 2008)~~

F.- Firefighting Activities. Non-stormwater discharges to the stormwater conveyance systemMS4 from firefighting activities are allowed if they are addressed as follows:

1. Non-emergency firefighting discharges. Non-emergency firefighting discharges, including building fire suppression system maintenance discharges (e.g. sprinkler line flushing), controlled or practice blazes, training, and maintenance activities shall be addressed by BMPs to prevent the discharge of pollutants to the stormwater conveyance systemMS4.

2. Emergency firefighting discharges. BMPs are encouraged to prevent pollutants from entering the stormwater conveyance systemMS4. During emergencies, priority of efforts should be directed toward life, property, and the environment (in descending order). BMPs shall not interfere with emergency response operations or impact public health and safety.

G.- Exemptions not Absolute. Notwithstanding the categories of non-stormwater discharges conditionally allowed by LGMCSection 8.48.050.A through F, if the RWQCB or the authorized enforcement official determines that any of these categories of otherwise conditionally allowed non-stormwater discharges are a source of pollutants to receiving waters, are a danger to public health or safety, or are causing a public nuisance, such discharges shall be prohibited from entering the stormwater conveyance systemMS4. (Ord. 369 § 1, 2008)

8.48.060 Best management practice requirements forand general requirements applicable to all dischargers.

A. Best Management Practices. Any person engaged in activities which may result in discharges to the stormwater conveyance systemMS4 shall, to the MEP, undertake all measures to reduce the risk of non-stormwater discharges and pollutant discharges. The following requirements shall apply:

1.—

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~~2. A. Applicable Requirements. All dischargers in the city must comply with the generally applicable prohibitions and requirements in Sections 8.48.010 through 8.48.060 of this chapter, and must also comply with any other parts of this chapter (including relevant parts of the Manual) that are applicable to the type of facility or activity owned or operated by that discharger.~~

~~3. B. Minimum Best Management Practices for All Dischargers. All dischargers in the city must install, implement and maintain at least the following minimum BMPs:~~

~~4. 1. Eroded Soils. Prior to the rainy season, dischargers must remove or secure any significant accumulations of eroded soils from slopes previously disturbed by clearing or grading, if these eroded soils could otherwise enter the stormwater conveyance system or receiving waters during the rainy season.~~

~~5. 2. Pollution Prevention. Dischargers employing ten or more persons on a full-time basis shall implement those stormwater pollution prevention practices that are generally recognized in that discharger's industry or business as being effective and economically advantageous.~~

~~6. 3. Prevention of Illegal Discharges. Illicit connections must be eliminated (even if the connection was established pursuant to a valid permit and was legal at the time it was constructed), and illegal discharge practices eliminated.~~

~~7. 4. Slopes. Completed slopes that are more than five feet in height, more than two hundred fifty square feet in total area, and steeper than 3:1 (run-to-rise) that have been disturbed at any time by clearing, grading, or landscaping, shall be protected from erosion prior to the first rainy season following completion of the slope, and continuously thereafter.~~

~~8. 5. Storage of Materials and Wastes. All materials and wastes with the potential to pollute urban runoff shall be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal.~~

~~9. 6. Use of Materials. All materials with the potential to pollute urban runoff (including, but not limited to, cleaning and maintenance products used outdoors, fertilizers, pesticides and herbicides, etc.) shall be used in accordance with label directions. No such product may be disposed of or rinsed into receiving waters or the stormwater conveyance system.~~

~~10. C. Inspection, Maintenance, Repair and Upgrading of BMPs. BMPs at manned facilities must be inspected by the discharger before and following predicted rain events. BMPs at unmanned facilities must be inspected by the discharger at least once during the rainy season and at least once between each rainy season. These BMPs must be maintained so that they continue to function as designed. BMPs that fail must be repaired as soon as it is safe to do so. If the failure of a BMP indicates that the BMPs in use are inappropriate or inadequate to the circumstances, the BMPs must be modified or upgraded to prevent any further failure in the same or similar circumstances.~~

~~11. D. Stormwater Pollution Prevention Plan. An authorized enforcement official may require a commercial, industrial or land disturbance activity discharger to prepare and submit an SWPPP for approval by that official if: (1) the discharger does not come into compliance with this chapter after one or more warnings (or other enforcement action) that BMPs are inadequate or are not being adequately maintained; or (2) the facility or activity at~~

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issue is a significant source of contaminants to receiving waters despite compliance with this chapter. Any discharger required to submit and to obtain approval of an SWPPP shall install, implement, and maintain the BMPs specified in the approved SWPPP.

12. — The SWPPP shall identify the BMPs that will be used by the discharger to prevent or control pollution of stormwater to the MEP. If the facility is an industrial facility, the SWPPP submitted to the city shall at a minimum meet the requirements of the state NPDES general industrial stormwater permit. If the activity at issue is a construction or land disturbance activity, the SWPPP submitted to the city shall at a minimum meet the requirements of the state NPDES general construction stormwater permit. If a facility required to submit an SWPPP to the city discharges non-stormwater to groundwater, the facility shall obtain an RWQCB permit as required by the State Water Code, and shall describe the requirements of that permit in the SWPPP.

13. — Whenever submission of an SWPPP is required pursuant to this chapter, an authorized enforcement official may take existing city BMPs into account when determining whether the practices proposed in the SWPPP are BMPs that will prevent or control pollution to the required level of MEP.

14. — E. — Notification of Spills, Releases and Illegal Discharges. Spills, releases, and illegal discharges of pollutants to receiving waters or to the stormwater conveyance system shall be reported by the discharger as required by all applicable state and federal laws. In addition, any such spills, releases and illegal discharges with the potential to endanger health, safety or the environment shall be reported to the Directors within twenty-four hours after discovery of the spill, release or discharge. If safe to do so, necessary actions shall be taken to contain and minimize the spill, release or illegal discharge.

15. — F. — Sampling, Testing, Monitoring and Reporting. Commercial, industrial or land disturbance activity dischargers shall perform the sampling, testing, monitoring and reporting required by this chapter. In addition, an authorized enforcement official may order a discharger to conduct testing or monitoring and to report the results to the city if: (1) the authorized enforcement official determines that testing or monitoring is needed to determine whether BMPs are effectively preventing or reducing pollution in stormwater to the MEP, or to determine whether the facility is a significant source of contaminants to receiving waters; or (2) the authorized enforcement official determines that testing or monitoring is needed to assess the impacts of an illegal discharge on health, safety or the environment; or (3) an illegal discharge has not been eliminated after written notice by an authorized enforcement official; or (4) repeated violations have been documented by written notices from authorized enforcement officials; or (5) the RWQCB requires the city to provide any information related to the discharger's activities.

16. — Testing and monitoring ordered pursuant to this subsection may include the following:

17. — 1. — Visual monitoring of dry weather flows, wet weather erosion, and/or BMPs;
18. — 2. — Visual monitoring of premises for spills or discharges;
19. — 3. — Laboratory analyses of stormwater or non-stormwater discharges for pollutants;
20. — 4. — Background or baseline monitoring or analysis; and

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~~21. 5. Monitoring of receiving waters or sediments that may be affected by pollutant discharges by the discharger (or by a group of dischargers including the discharger).~~

~~22. The authorized enforcement official may direct the manner in which the results of required testing and monitoring are reported, and may determine when required sampling, testing or monitoring may be discontinued.~~

~~23. G. Mitigation. All illegal discharges must be mitigated within a reasonable period of time to correct or compensate for all damage to the environment caused by the illegal discharge. The authorized enforcement official shall determine whether mitigation measures proposed or completed by the discharger meet this standard. The authorized enforcement official shall require the discharger to submit a mitigation plan and schedule by a specified date prior to taking action, and to submit a summary of completed mitigation by a specified date. Notwithstanding the granting of any period of time to the discharger to correct the damage, the discharger shall remain liable for some or all of any fines or penalties imposed pursuant to this chapter, or by the RWQCB. (Ord. 369 § 1, 2008)~~

1. Every person undertaking any activity or use of premises that may cause or contribute to stormwater pollution or contamination, illegal discharges, or non-stormwater discharges to the stormwater conveyance systemMS4 shall comply with BMP guidelines or pollution control requirements, as may be established by the authorized enforcement official. BMPs shall be maintained routinely throughout the life of the activity. Such BMPs include the minimum BMPs set forth in the BMP Manual.

2. An authorized enforcement official may require any business or operations that are engaged in activities which may result in pollutant discharges to the stormwater conveyance systemMS4 to develop and implement a Storm Water Pollution Prevention Plan, which must include an employee training program and the applicable minimum BMPs from the BMP Manual.

3. Each discharger that is subject to any NPDES permit shall comply with all requirements of all such permits. The discharger must also make reports submitted to the RWQCB or other permitting agency, including monitoring data, available to the City upon request.

4. Parties undertaking land disturbance activities shall comply with all applicable requirements of this chapter, the BMP Manual, and LGMChapter 18.08 (Excavation and Grading).

5. Parties undertaking land development and redevelopment activities shall comply with all applicable requirements of this chapter, and the BMP Manual, and and Chapter 8.52.

B. Guidance Documents. Any authorized enforcement official under the supervision of the City Engineer may prepare, disseminate and maintain guidance documents addressing the use of BMPs for specific activities or facilities, illegal connections, and illegal discharges. These guidance documents may set out additional compliance alternatives that, in specified circumstances, can provide the same environmental protection that is afforded by the BMPs required by this chapter or specified in the BMP Manual.

C. Significant Sources of Pollutants. Where an authorized enforcement official identifies a discharge that is in violation of LGMSections 8.48.040 and 8.48.050, an authorized enforcement official may order the discharger to install, implement, and maintain additional

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BMPs to prevent or reduce contamination in stormwater and non-stormwater to the MEP. Any such order shall specify a reasonable date by which those BMPs must be put in place. The failure to install, implement, or maintain additional BMPs as required by any such order is a violation of this chapter.

D. Collection and Use of Stormwater. An Authorized Enforcement Official may modify any requirement imposed by this chapter to allow the on-site collection and use of stormwater, or the collection of stormwater for delivery to and use at City-designated sites, provided the modified requirements are enforceable and provide equivalent environmental protection. (Ord. 369 § 1, 2008)

~~8.48.070 City Best Management Practices Manual—8.48.070 Additional minimum best management practice requirements for residential activities and facilities.~~

~~—A.—Applicable Requirements. The requirements in this section apply to all residential dischargers within the city. All residential dischargers must install, implement and maintain the BMPs identified in subsection B of Section 8.48.060 for all dischargers, and at least the additional minimum BMPs specified below for the category of activities conducted by that discharger.~~

~~—B.—Motor Vehicle or Boat Repair and Maintenance.~~

~~—1.—Motor vehicle and boat repair and maintenance activity shall be performed under a permanent roof or other permanent cover, if such space is available. Maintenance and repair activities that are conducted without cover or without BMPs to prevent pollutant discharges are prohibited during times of precipitation.~~

~~—2.—Any release of fluids during repair or maintenance shall be promptly contained and cleaned up. Any absorbent materials used must be disposed of properly.~~

~~—3.—Automotive and boat materials and wastes must be stored indoors, or under cover, or in secure and watertight containers.~~

~~—C.—Motor Vehicle Washing.~~

~~—1.—Vehicles shall be washed over porous surfaces such as lawns and gravel areas where feasible.~~

~~—2.—Remaining detergent solutions prepared for use in vehicle washing, but not used up in that process, may not be disposed by emptying buckets or other containers directly or indirectly to the stormwater conveyance system or receiving waters. Disposal to the sanitary sewer (e.g., through a sink, toilet or floor drain) or to a porous surface is required.~~

~~—4.—Motor vehicle washing other than individual residential motor vehicle washing is prohibited, unless all wash and rinse water is diverted to or contained and disposed to a porous area or the sanitary sewer.~~

~~—D.—Motor Vehicle Parking.~~

~~—1.—Residents shall remove excessive accumulations of oil and grease deposited by vehicles they own from parking areas, using dry cleaning methods (e.g., absorbents, scraping, vacuuming, or sweeping).~~

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~~—2.— Residents shall move vehicles from streets when notified to do so to allow street cleaning.~~

~~—E.— Home and Garden Care Activities and Product Use.~~

~~—1.— Irrigation systems should be adjusted to avoid excessive runoff.~~

~~—2.— Spills of gardening chemicals, fertilizers or soils to non-porous surfaces must be cleaned up, and properly disposed.~~

~~—3.— Lawn and garden care products must be stored in closed-labeled containers; or in covered areas; or off the ground under protective tarps.~~

~~—4.— Household hazardous waste may not be disposed directly or indirectly to the trash or to the street, gutter or storm drain.~~

~~—F.— Home Care and Maintenance.~~

~~—1.— Painting equipment may not be cleaned out in or over streets, sidewalks or gutters.~~

~~—2.— Action shall be taken to minimize and contain all spills of hazardous materials, if it is safe to do so.~~

~~—3.— Household hazardous materials must be stored indoors or under cover, and in closed and labeled containers.~~

~~—4.— Household wash waters (carpet cleaning, mop water, washing machine effluent, other gray water, paint wash-up water, etc.) may not be disposed of to the street, gutter or storm drain or to receiving waters. Disposal to the sanitary sewer (e.g., through a sink, toilet or floor drain) or to a porous surface is required.~~

~~—G.— Manure and Pet Waste Management.~~

~~—1.— Manure deposited by confined livestock, horses or other large animals on uncovered areas, from which runoff could enter receiving waters or the stormwater conveyance systems, must be cleaned up at least twice weekly and either be composted, or be stored prior to disposal in a manner that prevents contact with runoff to receiving waters or the stormwater conveyance system.~~

~~—2.— Areas used for composting such manure must be located, configured or managed to prevent runoff to receiving waters or the stormwater conveyance system.~~

~~—3.— Pet waste shall not be disposed to the stormwater conveyance system or receiving waters.~~

~~—H.— Private Sewer Laterals and On-site Wastewater Systems.~~

~~—1.— Private sewer laterals shall be cleaned, maintained and when necessary replaced to prevent seepage and spills. On-site wastewater systems shall be pumped, maintained and when necessary modified or replaced to prevent spills.~~

~~—2.— Spills from private sewer laterals and on-site wastewater systems shall be contained and cleaned up in a manner that minimizes any release of pollutants to the stormwater conveyance system or receiving waters.~~

~~—3.— Any release from a private sewer lateral that enters the stormwater conveyance system or receiving waters shall be immediately reported to the city.~~

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~~4. Failed on-site wastewater systems shall be repaired or replaced, after issuance of all required permits and approvals. (Ord. 369 § 1, 2008)~~

~~8.48.080 Additional minimum best management practice requirements for commercial activities and facilities.~~

~~A. Priorities and Requirements. All commercial dischargers must install, implement and maintain at least the additional minimum BMPs, if any, specified in this section or in the Manual, for the category of activity or facility owned or operated by that discharger. All regulated commercial facilities shall review their facilities, activities, operations and procedures at least annually to detect and eliminate illicit connections and illegal discharges. Corrective training shall be provided as needed (and documented in training records) whenever an illegal disposal practice is discovered.~~

~~B. Regulated Commercial Facilities Identified. As required by NPDES Permit No. CAS 0108758, facilities in the city having one or more of the following characteristics are regulated commercial facilities:~~

~~1. The facility is a regulated commercial facility primarily engaged in one of the following commercial activities. Regulated commercial facilities, including but not limited to the types of facilities and activities listed below, shall install, implement and maintain the BMPs specified in the Manual for each such type of facility or activity.~~

- ~~a. Automobile repair, maintenance, fueling, or cleaning;~~
- ~~b. Airplane mechanical repair, maintenance, fueling, or cleaning;~~
- ~~c. Boat repair, maintenance, fueling, or cleaning;~~
- ~~d. Equipment repair, maintenance, fueling, or cleaning;~~
- ~~e. Automobile and other vehicle body repair or painting;~~
- ~~f. Mobile automobile or other vehicle washing;~~
- ~~g. Automobile (or other vehicle) parking lots and storage facilities;~~
- ~~h. Retail or wholesale fueling;~~
- ~~i. Pest control services;~~
- ~~j. Eating or drinking establishments including food markets;~~
- ~~k. Mobile carpet, drape or furniture cleaning;~~
- ~~l. Cement mixing or cutting;~~
- ~~m. Masonry;~~
- ~~n. Painting and coating;~~
- ~~o. Botanical and zoological gardens and exhibits;~~
- ~~p. Landscaping;~~
- ~~q. Nurseries and greenhouses;~~
- ~~r. Golf courses, parks and other recreational areas/facilities;~~

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- ~~—s.— Cemeteries;~~
- ~~—t.— Pool and fountain cleaning;~~
- ~~—u.— Marinas;~~
- ~~—v.— Portable sanitary services;~~
- ~~—w.— Building material retailers and storage;~~
- ~~—x.— Animal facilities; and~~
- ~~—y.— Power washing services.~~

~~—2.— The facility is a regulated commercial facility that has outdoor industrial areas totaling two acres or more or an outdoor parking lot for one hundred or more vehicles; and stormwater or runoff from the facility may adversely affect impaired waters or waters within an ESA.~~

~~—3.— The facility is a regulated commercial facility and has been notified in writing by an authorized enforcement official that it is a regulated commercial facility. Such designations shall take effect ninety days after mailing or service of this notice. These designations shall be made where the facility discharges a pollutant load in stormwater or runoff that causes or contributes to the violation of water quality standards.~~

~~—C.— Additional Minimum Best Management Practices for All Regulated Commercial Facilities. All regulated commercial facilities shall install, implement and maintain the BMPs specified in the Manual in the following areas:~~

- ~~—1.— Employee training;~~
- ~~—2.— Stormwater pollution prevention plans;~~
- ~~—3.— Storm drain signage and stenciling;~~
- ~~—4.— Annual review of facilities and activities;~~
- ~~—5.— Pollution prevention;~~
- ~~—6.— Materials and waste management;~~
- ~~—7.— Vehicles and equipment; and~~
- ~~—8.— Outdoor areas.~~

~~—D.— Additional Minimum Best Management Practices for Specific Activities at Regulated Commercial Facilities. Regulated commercial facilities shall install, implement, and maintain the BMPs specified in the Manual for specific areas at the facility, if any, where any of the following activities are conducted:~~

- ~~—1.— Vehicle and equipment operations;~~
- ~~—2.— Materials and waste management (including tanks); and~~
- ~~—3.— Outdoor work and storage functions. (Ord. 369 § 1, 2008)~~

~~8.48.090 Additional minimum best management practice requirements for industrial activities and facilities.~~

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~~—A.— Priorities and Requirements. All industrial dischargers must install, implement and maintain at least the additional minimum BMPs, if any, specified in this section or in the Manual for the category of activity or facility owned or operated by that discharger. All regulated industrial facilities shall review their facilities, activities, operations and procedures at least annually to detect and eliminate illicit connections and illegal discharges. Corrective training shall be provided as needed (and documented in training records) whenever an illegal disposal practice is discovered.~~

~~—B.— Regulated Industrial Facilities. Industrial facilities that have one or more of the characteristics listed below are regulated industrial facilities:~~

~~—1.— Industrial Facilities, as defined at 40 CFR 122.26(b)(14), including those subject to the general industrial permit or other individual NPDES permit;~~

~~—2.— Operating and closed landfill;~~

~~—3.— Facilities subject to SARA Title III;~~

~~—4.— Hazardous waste treatment, disposal, storage and recovery facilities;~~

~~—5.— The facility is a regulated industrial facility and stormwater or runoff from the facility is tributary to an impaired water body, and the facility generates a pollutant for which that water body is impaired;~~

~~—6.— The facility is a regulated industrial facility and is located within or adjacent to (i.e., within two hundred feet of), or discharges directly to, a coastal lagoon or a receiving water body within an ESA;~~

~~—7.— The facility was notified in writing by an authorized enforcement official that it has been designated a regulated industrial facility. Such designations shall take effect ninety days after mailing or service of notice. These designations shall be made where the facility discharges a pollutant load in stormwater or runoff that causes or contributes to the violation of water quality standards.~~

~~—C.— Additional Minimum BMPs and Other Additional Requirements for Industrial Facilities Subject to the General Industrial Permit.~~

~~—1.— Notice of Intent. Industrial dischargers required to comply with the state industrial general stormwater permit shall maintain on site and make available for inspection on request by the city the state-issued waste discharge identification number (WDID) for the facility, and a copy of the notice of intent (NOI) filed with the SWRCB pursuant to that permit. The discharger shall submit the WDID and a copy of that NOI to the city by mail if directed to do so by an authorized enforcement official.~~

~~—2.— Stormwater Pollution Prevention Plan. Dischargers required to prepare a SWPPP under the state general industrial stormwater permit must prepare the plan, implement the plan and maintain it at the site readily available for review. If an industrial facility is not required to prepare a state SWPPP, the facility shall prepare a SWPPP, submit that SWPPP for city approval or modification and approval, implement the SWPPP, and maintain it on site. Failure to comply with an applicable state-required or city-required plan is a violation of this chapter.~~

~~—3.— Pollution Prevention Practices. Industrial facilities shall consider and, where determined to be appropriate by the facility, shall implement the following measures to prevent the pollution of stormwater and runoff:~~

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- ~~— a. — The use of smaller quantities of toxic materials or substitution of less toxic materials;~~
- ~~— b. — Changes to production processes to reduce waste;~~
- ~~— c. — Decreases in waste water flows;~~
- ~~— d. — Recycling of wastes as part of the production process;~~
- ~~— e. — Segregation of wastes; and~~
- ~~— f. — Treatment of wastes on site to decrease volume and/or toxicity.~~
- ~~— 4. — Non-structural BMPs. Industrial facilities shall incorporate into the SWPPP, and install, implement and maintain, the following non-structural BMPs. The implementation of these practices shall be consistent with city requirements.~~
 - ~~— a. — BMPs for material handling and storage of significant materials;~~
 - ~~— b. — BMPs for non-hazardous waste handling and recycling;~~
 - ~~— c. — Employee training programs;~~
 - ~~— d. — Good housekeeping practices;~~
 - ~~— e. — Preventive maintenance practices;~~
 - ~~— f. — Self inspection and quality assurance practices; and~~
 - ~~— g. — Spill response planning.~~
- ~~— 5. — BMPs for Specific Activities. Industrial facilities shall incorporate into the SWPPP, and install, implement and maintain, BMPs as specified for any commercial activities conducted at the facility (as identified in Section 8.48.080), and for areas at the facility where industrial activities are conducted. Industrial activities include but are not limited to the following:~~
 - ~~— a. — Raw or processed materials bulk storage;~~
 - ~~— b. — Mixing, where there is the potential for release of a pollutant;~~
 - ~~— c. — Cutting, trimming or grinding in connection with a production process;~~
 - ~~— d. — Casting, forging, or forming;~~
 - ~~— e. — Hazardous materials storage (including tanks);~~
 - ~~— f. — Construction, painting and coating;~~
 - ~~— g. — Pesticide or other chemical products formulation or packaging;~~
 - ~~— h. — Process water pre-treatment;~~
 - ~~— i. — Solid waste storage;~~
 - ~~— j. — Waste water treatment;~~
 - ~~— k. — Welding;~~
 - ~~— l. — Blasting;~~
 - ~~— m. — Chemical treatment; and~~

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~~—n.— Power washing.~~

~~—6.— Additional Structural BMPs. Industrial facilities shall incorporate into the SWPPP, and install, implement and maintain one or more of the additional structural BMPs listed below where practicable, if use of such BMPs would significantly reduce pollution in run-off from the facility. The discharger shall determine in the first instance which of these BMPs to implement. However, an authorized enforcement official can order that additional BMPs be used at a particular facility.~~

~~—a.— Overhead coverage of outdoor work areas or chemical storage;~~

~~—b.— Retention ponds, basins, or surface impoundments that confine stormwater to the site;~~

~~—c.— Berms and concrete swales or channels that divert run-on and runoff away from contact with pollutant sources;~~

~~—d.— Secondary containment structures; and~~

~~—e.— Treatment controls, e.g., infiltration devices and oil/water separators, to reduce pollutants in stormwater or authorized non-stormwater discharges.~~

~~—D.— Monitoring at Industrial Facilities Subject to the General Industrial Permit. Dischargers owning or operating industrial facilities subject to the general industrial permit are required to conduct monitoring under the state industrial general stormwater permit and shall make records of such monitoring available for inspection, and submit a copy of such records to the city if directed to do so by an authorized enforcement official. State exceptions from monitoring requirements are also applicable to this requirement, and group monitoring approved by the state is also acceptable to the city. The city may direct that any required records be submitted in a specified electronic format. (Ord. 369 § 1, 2008)~~

~~8.48.100 Additional minimum best management practice requirements for agricultural operations.~~

~~—A.— Nursery and Greenhouse Operations. Pursuant to NPDES Permit No. CAS 0108758, nursery and greenhouse operations are classified as commercial operations for purposes of this chapter, and are subject to all requirements for regulated commercial facilities set out in this chapter.~~

~~—B.— Agricultural Grading and Clearing. The BMP requirements imposed by Section 8.48.130 of this chapter for land disturbance activity apply to agricultural grading and clearing, whether or not a city-issued grading and clearing permit is required for that activity. Tilling or cultivating land exclusively for the purpose of growing plants or animals is not considered to be grading or clearing, provided all disturbed material remains on the same site, the tilling or cultivating will not block or divert any natural drainage way, and the land to be tilled or cultivated has been in agricultural production for at least one of the preceding five years.~~

~~—C.— Land Development Associated with Agricultural Operations. The requirements imposed by Section 8.48.140 of this chapter for land development activity apply to such activities when they are associated with agricultural operations.~~

~~—D.— Manure Management.~~

~~—1.— Where practicable, all runoff from areas where livestock, horses or other large animals are confined must be collected and managed in a manner that avoids a discharge to the~~

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~~stormwater conveyance system or receiving waters. Where this is not practicable, manure must be cleaned up at least twice weekly; and must either be composted, or stored prior to disposal.~~

~~—2.— Areas used for storing or composting manure must be located, configured or managed to prevent runoff to receiving waters or the stormwater conveyance system.~~

~~—3.— Animal wastes shall not be disposed to the stormwater conveyance system or receiving waters.~~

~~—E.— Other Agricultural Operations. Other agricultural operations are subject to the discharge prohibitions and other requirements set out in Sections 8.48.010 through 8.48.050 of this chapter. Agricultural operations located within or adjacent to (i.e., within two hundred feet of), or which discharge directly to an impaired water body or a coastal lagoon or a receiving water body within an ESA, are also subject to the requirements set out in Section 8.48.060. (Ord. 369 § 1, 2008)~~

~~8.48.110 Additional minimum best management practice requirements for municipal activities and facilities.~~

~~—Municipal facilities must meet the requirements set out in Sections 8.48.010 through 8.48.060, and where applicable, Sections 8.48.130 and 8.48.140 of this chapter. In addition, these facilities and activities must install, implement and maintain at least the additional minimum BMPs, if any, specified in Section 8.48.090, for industrial areas and activities at the municipal facility. (Ord. 369 § 1, 2008)~~

~~—A.— Effect of Manual. All dischargers who are required by this chapter to install, implement and maintain BMPs shall ensure that their selection of BMPs is consistent with the applicable specifications, if any, contained in the Manual, for the category and priority of activity or facility owned or operated by that discharger. All BMPs installed, implemented or maintained to meet the requirements of this chapter must conform to the applicable specifications, if any, set out in this Manual.~~

~~—B.— Existing Facilities. The Manual sets out minimum BMPs and other objective specifications for specific types and categories of existing facilities and activities. Where minimum BMPs and objective specifications are specified, they are mandatory. Where no minimum BMPs have been specified in the Manual for a type and category of facility or activity, only the requirements set out in this chapter are applicable.~~

~~—C.— Ministerial Land Development Projects. Requirements applicable to development projects requiring only ministerial permits are set out in separately identified sections of the Manual. Other requirements in the Manual are not applicable to these projects during the development process. However, some additional requirements will apply to completed projects when they become subject to this chapter as residential, commercial or industrial facilities.~~

~~—D.— Discretionary Land Development and Redevelopment Projects. The Manual sets out minimum BMPs, other objective specifications, and water quality standards for land development projects requiring one or more discretionary permits. The minimum BMPs and other objective specifications in the Manual are applicable to both ministerial and discretionary land development projects. The BMPs in the Manual are applicable to projects that require a discretionary City permit or approval, and shall be implemented through specific permit conditions. Development project proponents must determine whether their project design will meet the water quality standards for their facility or activity, and must redesign their project~~

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and/or install, implement and maintain additional BMPs where needed to meet applicable water quality standards.

—E.— ~~Conflicting or More Detailed Requirements.~~ In case of any conflict between any applicable minimum BMPs specified in this chapter and in the BMP Manual, and any applicable requirements described in more detail for a particular type of facility or activity in the Manual, the requirement in the Manual shall prevail. (Ord. 552 § 2, 2002)

8.48.120 City jurisdictional urban runoff management plan (“JURMP”).

—A.— ~~Effect of JURMP.~~ All dischargers who are required by this chapter to install, implement and maintain BMPs shall ensure that their selection of BMPs is consistent with the applicable specifications, if any, contained in the city's adopted and approved JURMP required by the San Diego Regional Water Quality Control Board (R9-2007-0001), for the category and priority of activity or facility owned or operated by that discharger. All BMPs installed, implemented or maintained to meet the requirements of this chapter must conform to the applicable specifications, if any, set out in the Manual.

—B.— ~~Existing Facilities.~~ The Manual sets out minimum BMPs and other objective specifications for specific types and categories of existing facilities and activities. Where minimum BMPs and objective specifications are specified, they are mandatory. Where no minimum BMPs have been specified in the Manual for a type and category of facility or activity, only the requirements set out in this chapter are applicable.

—C.— ~~Ministerial Land Development Projects.~~ Requirements applicable to development projects requiring only the kinds of ministerial permits listed in Section 8.48.030(F)(2) of this chapter are set out in separately identified sections of the JURMP. Other requirements in the JURMP are not applicable to these projects during the development process. However, some additional requirements will apply to completed projects when they become subject to this chapter as residential, commercial or industrial facilities.

—D.— ~~Discretionary Land Development and Redevelopment Projects.~~ In addition to the requirements of Lemon Grove Municipal Code Chapter 8.52, the JURMP sets out minimum BMPs, other objective specifications, and water quality standards for land development projects requiring one or more of discretionary permits listed in Section 8.48.030(F)(1) of this chapter. The minimum BMPs and other objective specifications in the JURMP are applicable to both ministerial and discretionary land development projects. The BMPs in the Manual are applicable to projects that require a discretionary city permit or approval, and shall be implemented through specific permit conditions. Development project proponents must determine whether their project design will meet the water quality standards for their facility or activity, and must redesign their project and/or install, implement and maintain additional BMPs where needed to meet applicable water quality standards.

—E.— ~~Conflicting or More Detailed Requirements.~~ In case of any conflict between any applicable minimum BMPs specified in this chapter, Chapter 8.52 or the JURMP, and any applicable requirements described in more detail for a particular type of facility or activity in the JURMP, the strictest requirement in the this chapter, Chapter 8.52 or the JURMP shall prevail. (Ord. 369 § 1, 2008)

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8.48.078130 Additional requirements for land disturbance activity.

A. ~~Permit Issuance.~~ No land owner or development project proponent shall receive any city grading, clearing, building or other land development permit or equivalent approval required for land disturbance activity without first meeting the requirements of this chapter, and the BMP Manual, and Chapter 18.08 (Excavation and Grading) with respect to the portion of the development project and the land disturbance activity to which the permit at issue would apply.

B. ~~Owners and Operators Both Responsible and Liable.~~ Persons or entities performing land disturbance activity (including but not limited to construction activities) in the city, and the owners of land on which land disturbance activity is performed, are dischargers for purposes of this chapter; provided, however, that a local government or public authority is not a discharger as to activities conducted by others in public rights-of-way.

C. ~~Stormwater Management Plan.~~ All applications to the city for a permit or approval associated with a land disturbance activity must be accompanied by a stormwater management plan, on a form or in a format specified by the city. The stormwater management plan shall specify the manner in which the discharger/applicant will implement the BMPs required by this chapter, and the BMP Manual, and Chapter 18.08 (Excavation and Grading) for the activity at issue, ~~including but not limited to the applicable BMPs required by subsection D of this section.~~

D. ~~Additional Minimum BMPs for Land Disturbance Activity. Whether a city permit or approval is required or not, and whether a stormwater management plan is required to be submitted or not, all dischargers engaged in land disturbance activity shall implement BMPs as detailed in the Manual in the following additional areas if applicable to the project:~~

- ~~1. Erosion control on slopes;~~
- ~~2. Erosion control on flat areas or BMPs to desilt runoff from flat areas;~~
- ~~3. Runoff velocity reduction;~~
- ~~4. Sediment control;~~
- ~~5. Offsite sediment tracking control;~~
- ~~6. Materials management;~~
- ~~7. Waste management;~~
- ~~8. Vehicle and equipment management;~~
- ~~9. Water conservation;~~
- ~~10. Structure construction and painting;~~
- ~~11. Paving operations;~~
- ~~12. Dewatering operations;~~
- ~~13. Planned construction operations;~~
- ~~14. Downstream erosion control;~~
- ~~15. Prevention of non-stormwater discharges;~~
- ~~16. Protection of ground water.~~ Agricultural Grading and Clearing. The BMP requirements imposed by Section 8.348.0970.(G) of this chapter for land disturbance activities apply to agricultural grading and clearing, whether or not a City-issued grading and clearing permit is required for that activity. Tilling or cultivating land exclusively for the purpose of growing plants

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or animals is not considered to be grading or clearing, provided all disturbed material remains on the same site, the tilling or cultivating will not block or divert any natural drainage way, and the land to be tilled or cultivated has been in agricultural production for at least one of the preceding five years.

~~— E. (Ord. 369 § 1, 2008) — Control to the Maximum Extent Practicable. All dischargers engaged in land disturbance activity must install, implement and maintain those additional BMPs, if any, that are needed to prevent or reduce pollutant discharges in stormwater from land disturbance to the MEP.~~

~~— F. — Notice of Intent. Dischargers required to comply with the state construction general stormwater permit shall maintain on site and make available for inspection on request by the city any state-issued waste discharge identification number (“WDID”) for the site, and a copy of the notice of intent (“NOI”) filed with the SWRCB pursuant to that permit.~~

~~— G. — Stormwater Pollution Prevention Plan. Dischargers required to prepare an SWPPP under the state general construction stormwater permit must prepare the plan, implement the plan and maintain it at the site, readily available for review. Failure to comply with an applicable state required SWPPP is a violation of this chapter.~~

~~— H. — Facility Monitoring. Dischargers required to conduct monitoring under the state construction general stormwater permit must conduct such monitoring in conformance with requirements specified by the state, retain records of such monitoring on site, and make such records available for inspection by an authorized enforcement official.~~

~~— I. — Advance Treatment. Dischargers shall implement advanced treatment for sediment at construction sites that are determined by the city to be an exceptional threat to water quality. In evaluating the threat to water quality, the following factors shall be considered:~~

~~— 1. — Soil erosion potential or soil type;~~

~~— 2. — The site’s slopes;~~

~~— 3. — Project size and type;~~

~~— 4. — Sensitivity of receiving water bodies;~~

~~— 5. — Proximity to receiving water bodies;~~

~~— 6. — Non-stormwater discharges;~~

~~— 7. — Ineffectiveness of other BMPs; and~~

~~— 8. — Any other relevant factors. (Ord. 369 § 1, 2008)~~

8.48.089140 Additional ~~planning, design and post-construction~~ requirements for all land development and redevelopment projects.

~~— A. Application to Development and Redevelopment Projects. No land owner or development project proponent in the city shall receive any city grading, clearing, building or other land development permit required permit or approval listed in Section 8.48.030(F) of this chapter for land development activity or significant redevelopment activity unless the project meets or will meet the requirements of this chapter and the applicable requirements defined in the City’s BMP Manual and Chapter 8.52. For Priority Development Projects, the project’s~~

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SWQMP Post-Construction Stormwater Management Plan must be approved prior to the issuance of such permits.

~~Post-construction BMP requirements imposed by this section and by the Manual shall not apply to those physical aspects of the project that have been completed or substantially completed pursuant to and as required by a valid city permit or approval, at the time a complete application for a subsequent permit or approval is submitted.~~

B. Owners and Developers Responsible and Liable. Developers, development project proponents, and land owners for land on which land development activity is performed, are dischargers for purposes of this chapter; provided however that a local government or public authority is not a discharger as to activities conducted by others in public rights-of-way.

C. Post-construction Best Management Practices Required. Land development and redevelopment projects with the potential to add pollutants to stormwater or to affect the flow rate or velocity of stormwater runoff after construction is completed, shall be designed to include and shall implement post-construction BMPs to ensure that pollutants and runoff from the development will be reduced to the MEP, will not significantly degrade receiving water quality, and will not cause or contribute to an exceedance of receiving water quality objectives standards in accordance with the requirements defined in the BMP Manual and Chapter 8.52.

D. Land Development Associated with Agricultural Operations. The requirements imposed by Section 8.48.080 of this chapter for land development activities apply to such activities when they are associated with agricultural operations.

~~D. Natural BMPs. Natural BMPs, such as constructed wetlands, grassed swales, biofilters, wet ponds, and vegetated filter strips, shall be utilized whenever practicable for post-construction BMPs that are proposed by a discharger.~~

~~E. Post-Construction Stormwater Management Plan. All applications to the city for a permit or approval associated with a land development or redevelopment activity must be accompanied by a post-construction stormwater management plan on a form or in a format specified by the city. The plan shall specify the manner in which the discharger/applicant will implement the post-construction BMPs required by this chapter. The plan must address those aspects of the project that, at the time a complete application is submitted, are subject to further environmental review pursuant to Section 15162 of the California Environmental Quality Act. Post-construction BMPs for other aspects of the project need not be addressed in this plan.~~

~~F. Stormwater Management Plan Review Fee and Deposit. Fees for stormwater management plan review and deposit thereof may be adopted by resolution of the city council.~~

G. Control to the Maximum Extent Practicable. All dischargers engaged in land development and significant redevelopment activities shall install, implement and maintain post-construction BMPs as needed to prevent or reduce pollutant discharges in stormwater from land disturbance to the MEP. (Ord. 369 § 1, 2008)

8.48.40950 Maintenance of BMPs.

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A. ~~Existing Development. Residential, commercial, industrial, agricultural and municipal~~ Dischargers shall maintain the BMPs they rely upon to achieve and maintain compliance with this chapter.

B. ~~New Development~~ Structural post-construction BMPs. The owners and occupants of lands on which structural post-construction BMPs have been installed to meet the requirements of this chapter shall ensure the maintenance of those BMPs, and shall themselves maintain those BMPs if other persons or entities who are also obliged to maintain those BMPs (by contract or covenant, or pursuant to this chapter) fail to do so.

C. Maintenance Obligations Assumed by Contract or Other Agreement. Primary responsibility to maintain a BMP may be transferred through a contract or other agreement. If that contract provides that it will be submitted to the city pursuant to this chapter as part of a development permit application, and if that contract is so submitted, the person or entity accepting a maintenance obligation in such a contract or agreement will also be legally obligated to maintain that BMP pursuant to this chapter.

D. Obligation to Maintain BMPs Not Avoided by Contracts or Other Agreements. For purposes of city enforcement, no contract or other agreement imposing an obligation to maintain a BMP can relieve a person or entity of any obligation to maintain a BMP imposed by this chapter.

E. Disclosure of Maintenance Obligations. Any developer who transfers ownership of land on which a BMP is located or will be located, or who otherwise transfers ownership of a BMP or responsibility for the maintenance of a BMP to another person or entity, shall provide clear written notice of the maintenance obligations associated with that BMP to the new or additional responsible party prior to that transfer.

F. Maintenance Plans for Land Development Projects. The proponents of any land development project or significant redevelopment project that requires a ~~discretionary city permit~~ installation of structural post-construction BMPs shall provide to the city for review and approval prior to issuance of such permit, a plan for maintenance of all post-construction structural BMPs associated with the project. The plan shall specify the persons or entities responsible for maintenance activity, the persons or entities responsible for funding, schedules and procedures for inspection and maintenance of the BMPs, worker training requirements, and any other activities necessary to ensure BMP maintenance. The plan shall provide for servicing of all post-construction structural BMPs at least annually, and for the retention of inspection and maintenance records for at least three years.

G. Access for Maintenance Easement/Agreement. Structural post-construction BMPs shall be provided adequate access for long-term inspection and maintenance purposes. ~~The proponents of any land development project or significant redevelopment project that requires a discretionary city permit, shall provide to the city for review and approval prior to issuance of such permit an executed, permanent, easement onto the land on which post-construction structural BMPs will be located (and across other lands as necessary for access), to allow inspection and/or maintenance of those BMPs.~~

H. Assurance of Maintenance for Land Development Projects. The proponents of any land development activity or redevelopment activity that requires a City permit shall provide to the City, prior to issuance of permits for the project, proof of a mechanism acceptable to the City which will ensure ongoing long-term maintenance of all structural post-construction BMPs

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associated with the proposed project. The proponents shall be responsible for maintenance of BMPs unless, and until, an alternative mechanism for ensuring maintenance is accepted by the City and becomes effective.

~~___—HJ. ___—~~Security for Maintenance for Land Development Projects. If it is determined by the authorized enforcement official that the public interest requires the posting of a bond or other security to assure the maintenance of a BMP, such bond or security may be required by the authorized enforcement official. (Ord. 369 § 1, 2008)

8.48.10160 Inspection and sampling.

A. Regulatory Inspections. The authorized enforcement official may establish inspection or certification programs to evaluate and enforce compliance with the requirements of this chapter. ~~Authorized enforcement officials may inspect facilities, activities and residences subject to this chapter at reasonable times and in a reasonable manner to carry out the purposes of this chapter.~~ If entry for a regulatory inspection is refused by the facility owner or operator, or by the occupant of a residence, an inspection warrant shall be obtained prior to inspection.

B. Inspections of New Construction Access Easements. When any new storm drain system or structural BMP is installed on private property as part of a project that requires a city permit, in order to comply with this chapter, the property owner shall grant the City permission to access the property at reasonable times and in a reasonable manner to ensure that the BMP is working properly ~~grant to the city an easement to enter the property at reasonable times and in a reasonable manner to ensure that the BMP is working properly.~~ This includes the right to enter the property without prior notice ~~once per year~~ for routine inspections, to enter as needed for additional inspections when the city has a reasonable basis to believe that the BMP is not working properly, to enter for any needed follow-up inspections, and to enter when necessary for abatement of a nuisance or correction of a violation of this chapter.

C. Scope of Inspections. Inspections may include all actions necessary to determine whether any illegal discharges or illegal connections exist, whether the BMPs installed and implemented are adequate to comply with this chapter, whether those BMPs are being properly maintained, and whether the facility or activity complies with the other requirements of this chapter. ~~This may include but may not be limited to sampling, metering, visual inspections, and records review. Where samples are collected the owner or operator may request and receive split samples. Records, reports, analyses, or other information required under this chapter may be inspected and copied, and photographs taken to document a condition and/or a violation of this chapter. (Ord. 369 § 1, 2008)~~

8.48.11270 Enforcement.

Authorized enforcement officials may enforce this chapter and abate public nuisances as follows:

A. Administrative Authorities.

1. ~~1.~~—Administrative Penalties. Administrative penalties may be imposed in accordance with the provisions for administrative penalties set forth in this chapter.

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Administrative penalties may include the recovery of fines assessed against the city of Lemon Grove by the RWQCB. Any later-enacted administrative penalty provision in the ~~Lemon Grove Municipal Code~~ shall also be applicable to this chapter, unless otherwise provided therein.

2. ~~2.~~ ~~Cease and Desist Orders.~~ Written and/or verbal orders may be issued to stop illegal discharges and/or remove illegal connections. If it is determined by an authorized enforcement official that the public interest requires the posting of bond or other security to assure the violation is corrected, such bond or security may be required by the authorized enforcement official.

3. ~~3.~~ ~~Notice and Order to Clean, Test or Abate.~~ Written and/or verbal orders may be issued to perform any act required by this chapter, activities to comply with the BMP Manual, this chapter, or as directed by an authorized enforcement official where conditions warrant.

~~3.~~

4. ~~4.~~ ~~Public Nuisance Abatement.~~ Violations of this chapter are deemed a threat to public health, safety, and welfare; and constitute a public nuisance. If actions ordered under subsections (A)(2) and (A)(3) of ~~Section 8.48.170~~ this section are not performed, the authorized enforcement official may abate any public nuisance pursuant to the LGMCLemon Grove Municipal Code, Chapter 1.14. City costs for pollution detection and abatement, if not paid in full by the discharger in addition to any other penalties, may be made a lien against the property in accordance with the abatement procedure.

5. ~~5.~~ ~~Stop Work Orders.~~ Whenever any work is being done contrary to the provisions of this chapter, or other laws implemented through enforcement of this chapter, an authorized enforcement official may order the work stopped by notice in writing served on any person engaged in the doing or causing such work to be done, and any such person shall immediately stop such work until authorized by the authorized enforcement official to proceed with the work.

6. ~~6.~~ ~~Permit Suspension or Revocation.~~ Violations of this chapter may be grounds for permit and/or other city license suspension or revocation in accordance with applicable sections of the ~~Lemon Grove Municipal Code~~ LGMCo.

B. Judicial Authorities.

1. ~~1.~~ ~~Civil Penalties and Remedies.~~ The city attorney is hereby authorized to file criminal and civil actions to enforce this chapter and to seek civil penalties and/or other remedies as provided in this section and in ~~Section 8.48.12580~~ of this chapter. There is no requirement that administrative enforcement procedures be pursued before such actions are filed.

2. ~~2.~~ ~~Injunctive Relief.~~ The city may enforce compliance with this chapter by judicial action for injunctive relief.

3. ~~3.~~ ~~Arrest or Issue Citations.~~ The assistance of a peace officer may be enlisted to arrest violators as provided in California Penal Code, and/or a citation and notice to appear as prescribed in the Penal Code, including Section 853.6 may be issued. There is no requirement that administrative enforcement remedies be used before such actions are taken. The immunities prescribed in Section 836.5 of the Penal Code are applicable to authorized

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enforcement officials acting in the course and scope of their employment pursuant to this chapter. (~~Ord. 369 § 1, 2008~~)

8.48.12380 Other acts and omissions that are violations.

In addition to ~~the violations identified in Sections 8.48.010 through 8.48.160 failing to comply with any of the other requirements of this chapter,~~ the following acts and omissions are violations of this chapter, whether committed by a discharger or by another person or entity:

A. **Causing, Permitting, Aiding or Abetting Noncompliance.** Causing, permitting, aiding, or abetting noncompliance with any part of this chapter constitutes a violation of this chapter.

B. **Concealment, Misrepresentation and False Statements.** Any falsification or misrepresentation made to the city concerning compliance with this chapter, including any misrepresentation in a voluntary disclosure, any submission of a report that omits required material facts without disclosing such omission, and any withholding of information required to be submitted by or pursuant to this chapter in order to delay city enforcement action, is a violation of this chapter. Concealing a violation of this chapter is a violation of this chapter.

C. **Failure to Promptly Correct Non-compliance.** Violations of this chapter must be corrected with the time period specified by an authorized enforcement official. Each day (or part thereof) in excess of that period during which action necessary to correct a violation is not initiated and diligently pursued is a separate violation of this chapter. Notwithstanding the granting of any period of time to the discharger to correct the damage, the discharger shall remain liable for some or all of any fines or penalties imposed pursuant to this chapter, or by the RWQCB.

D. **City Permits and Plans.** Any failure to conform to an applicable city-required plan prepared pursuant to this chapter; any failure to comply with stormwater-related provisions of a city-issued grading permit or grading plan prepared to secure such a permit; and any failure to comply with stormwater-related provisions in any other city permit or approval, is also a violation of this chapter. For purposes of this chapter a permit provision or condition of approval is "stormwater-related" if compliance with the provision or condition would have the effect of preventing or reducing contamination of stormwater or of moderating run-off flows rates or velocities, whether or not the provision or condition was initially imposed to promote those outcomes. (~~Ord. 369 § 1, 2008~~)

8.48.13490 Remedies not exclusive.

Remedies under this chapter are in addition to and do not supersede or limit any other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive. (~~Ord. 369 § 1, 2008~~)

Chapter 18.08 EXCAVATION AND GRADING

Article I. General Provisions

18.08.010 Title.

This chapter shall be known as the "Grading Ordinance of the city of Lemon Grove." (~~Ord. 371 § 1, 2008~~)

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18.08.020 Purpose.

This chapter establishes minimum requirements for grading, excavation and filling of land. It also provides for the issuance of permits, and provides for the enforcement of the chapter provisions. These provisions are supplementary and additional to the subdivision and zoning regulations of the city and shall be read and construed as an integral part of such regulations and the land development patterns and controls established thereby. (~~Ord. 371 § 1, 2008~~)

18.08.030 Intent.

The intent of this chapter is to protect life and property, promote the general welfare, enhance and improve the physical environment of the community, and preserve and protect the natural scenic character of the city. In administering these provisions, the following goals should be respected:

- A. Ensure that future development of lands occurs in the manner most compatible with surrounding natural areas to have the least adverse effect upon other persons, land, or the general public;
- B. Ensure that soil will not be stripped and removed from lands leaving barren, unsightly, unproductive land subject to erosion, subsidence and faulty drainage;
- C. Encourage design and development of building sites to provide the maximum in safety and human enjoyment, while adapting development to and taking advantage of the natural terrain; and minimizing adverse visual impacts caused by major land form modifications;
- D. Encourage and direct special attention toward retaining natural plantings and maximum number of existing trees;
- E. Ensure that the objectives and policies of the adopted general plan for the city are met;
- F. Meet the requirements of San Diego Regional Water Quality Control Board Order Number ~~R9-2007-0004~~ R9-2013-0001, as may be amended. (~~Ord. 371 § 1, 2008~~)

18.08.040 Provisions separate from other requirements.

A. Nothing in this chapter shall preclude the inclusion in any zoning permit, subdivision approval, waiver, review or other approval issued or approved pursuant to city ordinances of any condition, provision or requirement concerning the grading of land. Nothing in this chapter shall preclude the requirement for the property owner or applicant to obtain any other permit or approval required by the ~~city engineer~~ City Engineer or by law from any public or private party or agency.

B. This chapter shall not affect the requirements of any other provision of this code requiring permits, fees or other charges, or affect any provision concerning the granting of franchises by any other person, body or agency.

C. This chapter is intended to implement the provisions of Chapters 8.48 and 8.52 of this code related to stormwater regulatory requirements including compliance with all implementing regulations of the city related to pollution control related to stormwater discharges, such as the Lemon Grove jurisdictional runoff management program ("JRMP"). (~~Ord. 371 § 1, 2008~~)

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18.08.050 Definitions.

The following words and phrases, when used in this chapter shall be construed as defined in this section:

“Application package” means a set of materials, i.e., the application form accompanied by maps, studies, etc. as required by the checklist established by the ~~community development director~~Development Services Director, filed by an applicant to officially request a permit subject to this title, or other titles as may be appropriate.

“Approval” means a written professional opinion by the responsible principal of record concerning the satisfactory progress and completion of the work under his or her purview unless it specifically refers to the ~~city engineer~~City Engineer.

“Approved plans” means the most current grading plans which bear the signature or stamp of approval of the ~~city engineer~~City Engineer.

“Approved testing agency” means a testing agency approved by the ~~city engineer~~City Engineer.

~~“Appurtenant structures” means constructed structures related to and necessitated by the proposed grading and includes paved drainage ditches, inlet structure, lined channels, culverts, outlet structures and retaining walls.~~

“Archaeologist” means a person who does scientific study of material remains of past human life and activity.

“As-graded” means the surface and subsurface conditions and configuration upon completion of grading.

“Bedrock” means in-place solid rock.

“Bench” means a relatively level step excavated into earth material on which fill is to be placed.

“Best management practices” (BMPs) shall have the same meaning as set forth in Lemon Grove Municipal Code (LGM) 8.48.020. “Erosion control measures” are BMPs.

“BMP Manual” or “Manual” shall have the same meaning as set forth in LGM Lemon Grove Municipal Code Section 8.48.020.

“Borrow” means earth material acquired from an off-site location for use in grading on a site.

“Borrow pit” means premises from which soil, sand, gravel, decomposed granite or rock are removed for any purpose.

~~“Borrow pitting” means excavation creating by the surface mining of rock, unconsolidated geological deposits, or soil to provide material (borrow) for fill elsewhere.~~

“Building pad” means that portion of the land contained within an area bounded by a line five feet outside the foundation footing for a building being cleared and level.

“Building site” means that portion of the land containing the building pad(s) and lying within an area bounded by the top of slopes and/or toe of slopes within the lot or parcel.

“CEQA” means the California Environmental Quality Act and its associated legislation, findings, determinations and requirements.

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"Certify" or "certification" means a signed written statement that the specific inspections and tests required have been performed and that the works comply with the applicable requirements of this chapter, the plans and the permit.

"City" means the city of Lemon Grove.

~~"City engineer~~City Engineer" means the ~~city engineer~~City Engineer or the director of public works for the city or his or her duly authorized representative.

"Civil engineer" means a professional engineer registered in the state of California to practice in the field of civil engineering.

"Civil engineering" means the application of the knowledge of the forces of nature, principles of mechanics, and the properties of materials for evaluation, design and construction of civil works for the beneficial uses of the population.

"Clearing" and/or "brushing" means the removal of vegetation (grass, brush, trees and similar plant types) above the natural surface of the ground.

~~"Community development director~~Development Services Director" means the director of ~~community development~~Development Services or duly authorized representative.

"Compaction" means densification of a soil or rock fill by mechanical or other acceptable procedures.

"Contour grading" means grading which creates, or results in, land surfaces which reflect the pre-graded natural terrain or that simulates natural terrain, i.e., rounded nonplanary surfaces and rounded, nonangular intersections between surfaces.

"Contractor" means a contractor licensed by the state to do work under this chapter. A contractor may be authorized to act for a property owner in doing such work.

"County" means the County of San Diego.

"Discharger" shall have the same meanings as set forth in 8.48.020.

"Discharger" shall have the same meansmeaning as set forth in the Lemon Grove Municipal Code Section -8.48.020.

~~—Contract, Private. "Private contract" means an agreement between a property owner and a qualified contractor to do land development work.~~

~~—"Crib wall" means a crib type retaining wall as described in the most recent publication of "Standard Plans," Department of Transportation, state of California.~~

"Earth material" means any rock, natural soil, or fill and/or any combination thereof.

"Embankment" or "fill" means any act by which earth, land, gravel, rock, or any other material is deposited, placed, pushed, dumped, pulled, transported or moved to a new location and the conditions resulting therefrom.

~~—Engineer, Private. "Private engineer" means a civil engineer registered by the state. A private engineer may be authorized to act for a property owner in doing work covered by this chapter.~~

~~—"Engineering geologic report" means a report prepared under the supervision of an engineering geologist providing a geological map of a site, information on geologic measurements and exploration performed on the site and surrounding area and, providing recommendations for remedial measures necessary to provide a geologically stable site for its intended use.~~

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“Engineering geologist” means a certified engineering geologist, registered by the state to practice engineering geology.

“Engineering geology” means the application of geologic knowledge and principles in the investigation and evaluation of naturally occurring rock and soil for use in the design of civil work.

“Environmental initial study” is an initial study required under the National Environmental Policy Act and the California Environmental Quality Act which assesses the possible environmental impacts of a proposed project and potential alternatives to mitigate impacts of the proposed project.

“Environmentally sensitive areas” are defined by Regional Water Quality Control Board for the San Diego region (RWQCB), Order No. R9-2013-0001, National Pollutant Discharge Elimination System (NPDES) Permit No. CAS0109266, as “areas that include but are not limited to all Clean Water Act Section 303(d) impaired water bodies; areas designated as Areas of Special Biological Significance by the State Water Resources Control Board (SWRCB) and the RWQCB; State Water Quality Protected Areas; water bodies designated with the RARE beneficial use by the SWRCB and RWQCB; areas designated as preserves or their equivalent under the Multi Species Conservation Program within the Cities and County of San Diego under the Natural Communities Conservation Program within the Cities and County of Orange; and any other equivalent environmentally sensitive areas which have been identified by the CopermitteesCity.”

“Erosion” means the process by which the ground surface is worn away by the action of water or wind shall have the same meaning as set forth in the Lemon Grove Municipal Code Section-8.48.020.

“Erosion control system” means any combination of erosion control measures, as defined in this chapter. Erosion control systems shall meet the requirements of this chapter, Chapter 8.48, and the BMP Manual and shall be designed desilting facilities, retarding basins, and erosion protection, including effective planting and the maintenance thereof, to protect adjacent private property, watercourses, public facilities and receiving waters from the deposition of sediment or dust.

“Erosion control measure” means erosion control, sediment control, waste management, discharge prevention, or other BMPs required by this chapter, Chapter 8.48, or the BMP Manual.

“Expansive soil” means any soil with an expansion index greater than twenty, as determined by the Expansive Soil Index Tests (UBC Std. 29-32).

~~“Exploration” or “prospecting” means the search for minerals by geological, geophysical, geochemical or other techniques, including, but not limited to, sampling, assaying, drilling, or any surface or underground works needed to determine the type, extent or quantity of minerals present.~~

“Excavation” or “cut” means any earth, sand, gravel, rock or other similar material which is cut into, dug, quarried, uncovered, removed, displaced, relocated, or bulldozed by people and the conditions resulting therefrom.

“Fault” means a fracture in the earth’s crust along which movement has occurred. An active fault is one that exhibits separation in historic time or along which separation of Holocene

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deposits can be demonstrated. If Holocene deposits are not offset, but numerous epicenters have been recorded on or in close proximity to the fault, a classification of active may be used.

Fill, Nonstructural. "Nonstructural fill" means any embankment on which no soil testing was performed or no compaction reports or other soil reports were prepared or submitted.

~~—"Final soil engineering report" means a report prepared under the responsible supervision of a soil engineer which includes information on site preparation, slope heights and gradients, compaction of fills placed, placement of rock, treatment of expansive soils, providing recommendations for structural design and approving the site for its intended use.~~

"Geologic hazard" means any geologic feature capable of producing structural damage or physical injury. Geologic hazards include:

- a. Landslides and potential slope instabilities resulting from bedding faults, weak clay stone beds, and over steepened slopes;
- b. Deposits potentially subject to liquefaction, seismically induced settlement, severe ground shaking, surface rupture, debris flows, or rock falls resulting from fault activity;
- c. Deposits subject to seepage conditions or high groundwater table.

"Geotechnical report" means a report which contains all appropriate soil engineering, geologic, geohydrologic, and seismic information, evaluation, recommendations and findings. This type of report combines both engineering geology and soil engineering reports.

"Grade" means the elevation and cross-sections established for the finished surface. All grades shall be based upon the official datum of the city.

"Grading" means any excavating or filling or combination thereof.

"Grading permit" means a permit issued pursuant to this chapter.

Grading, Rough. "Rough grading" means the condition where ground surface approximately conforms to the design grade, generally within one-tenth of a foot, and all compaction of fills and embankments have been performed to the specifications required by the soil engineer.

"Groundwater" shall have the same meaning as set forth in Lemon Grove Municipal Code Section 8.48.020.

"Grubbing" means the removal of roots and stumps.

"Key" means a designed compaction fill placed in a trench excavated in earth material beneath the toe of a proposed fill slope.

~~—"Keyway" means an excavated trench beneath the toe of the proposed fill slope into which is placed a compacted earth material.~~

"Land development" means the making of excavations and embankments on private property and the construction of slopes, drainage structures, fences and other facilities incidental thereto.

—"Land disturbance activity" shall have the same meaning as set forth in LGMCLemon Grove Municipal Code Section 8.48.020.

—"Landscape architect" means a landscape architect, registered by the state of California, who performs professional work in physical land planning and integrated land development, including the design of landscape planting programs.

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~~—“Landscape design manual” means the city approved manual that establishes specific design criteria and guidance to implement the requirements of this chapter.~~

“Landscape documentation package” means those supplemental landscape-specific attachments required by Section 18.44.040 to be submitted as part of an application package, as required elsewhere in the Municipal Code.

“Landslide” means the downward and outward movement of soil, sand, gravel, rock or fill or a combination thereof.

“Maximum extent practicable” (MEP) shall have the same meaning as set forth in LGMC Lemon Grove Municipal Code Section 8.48.020.

“MS4” shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

“Natural terrain” means the lay of the land prior to any grading.

“Nuisance” shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 17.08.030.

~~—“On-site construction” means those earth material moving activities (such as excavation, grading, compaction, and the creation of fills and embankments) which are required to prepare a site for construction of structures, landscaping, or other land improvements if resultant excavations, fills, grades or embankments are beneficially modified by such construction of structures, landscaping or other land improvements. Excavations, fills, grades or embankments that of themselves constitute engineered works such as dams, road cuts, fills, catchment basins, or levees are not considered to be surface mining operations. Earth material moving activities in areas either on or off site where the results are modified by construction of structures, landscaping or other land improvements, and that do not of themselves consist of land improvements, and that do not of themselves consist of engineered works are deemed to be surface mining operations unless exempted under Section 27-14b of the Surface Mining and Reclamation Act.~~

~~—“Operator” means any person who is engaged in grading operations him or herself, or who contracts with others to conduct operations on his or her behalf.~~

~~—“Overburden” means soil, rock or other materials that lie above a natural deposit or in between deposits, before or after their removal.~~

“Owner” means any person, agency, firm or corporation having a legal, possessory or equitable interest in a given piece of real property.

“Paleontologist” means a person who holds an advanced degree, who is affiliated with a recognized institution such as a museum or university and who is actively engaged in the research of prehistoric life through the study of plant and animal fossils.

“Permittee” means any person to whom a permit is issued pursuant to this chapter.

“Person” means any individual, firm, association, corporation, organization or partnership, or any city, county, district or the state or any department or agency thereof.

“Pollutants” shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

“Pollution” shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

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~~___~~—“Planning director” means the director of community development or duly authorized representative.

~~___~~—“Preliminary soil engineering report” also referred to as “preliminary geotechnical investigation report” means a report prepared under the responsible supervision of a soil engineer which includes preliminary information concerning engineering properties of soil and rock on a site prior to grading, describing locations of these materials and providing recommendations for preparation of the site for its intended use.

“Premises” means contiguous property in the same ownership for the purposes of this chapter.

“Property owner” means the owner, subdivider or developer of real property which will be benefited by the proposed land development work.

Property, Public. “Public property” means property owned in fee by the city, or dedicated for public use.

“Public interest slope” means any manufactured slope which meets any one of the following criteria:

- a. A vertical height in excess of fifteen feet;
- b. A vertical height in excess of five feet located on the exterior of a subdivision and exposed to view from any point outside the subdivision;
- c. A vertical height in excess of five feet which will be visible after completion of the buildings to be placed on the subject graded area from any circulation element road, from any existing or proposed public buildings, public facility, or publicly used property, from any private property two streets or more away from the slope in question or from any private homes existing at the time of creation of the slope.

“Public rights-of-way” means public easements or dedications for streets, alleys, drainage ways and/or other uses.

“Publicly used property” means property that is used frequently by persons other than the residents and/or owners.

~~___~~—“Reclamation” means the process of land treatment that minimizes water degradation, air pollution, damage to aquatic or wildlife habitat, flooding, erosion and other adverse effects from surface mining operations, including adverse surface effects incidental to underground mines, so that mined lands are reclaimed to a usable condition which is readily adaptable for alternate land uses and create no damage to public health and safety, and is consistent with the general plan, zoning ordinance and applicable specific plans. The process may extend to affected land and surrounding mined lands, and may require backfilling, grading, resoiling, revegetation, soil compaction, stabilization or other measures.

~~___~~—“Receiving waters” shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

~~___~~—“Relative compaction” means the in-place dry density (determined by ASTM D1556, or other ~~city engineer~~City Engineer approved equal) expressed as a percentage of the maximum dry density (determined by ASTM D1557, or other ~~city engineer~~City Engineer approved equal).

“Retaining wall” means wall designed to resist the lateral displacement of soil or other materials.

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"Runoff" shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

— "Sediment" shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

- "Slope" means the inclined exposed surface of a fill, excavation or natural terrain.

— Slope, Natural. "Natural slope" means the predominant slope or slopes of land in its original condition prior to any grading.

"Soil" means earth material of whatever origin, overlying bedrock and may include the decomposed zone of bedrock which can be readily excavated by mechanical equipment.

"Soil engineer" means a registered civil engineer who holds a valid authorization to use the title "soil engineer" as provided in Section 6736.1 of the California Business and Professions Code. The terms "geotechnical engineer," "soils engineer" and "soil and foundation engineer" are deemed to be synonymous with the term "soil engineer."

"Soil engineering" means the application of the principles of soil mechanics in the investigation, evaluation and design of civil works involving the use of earth materials and the inspection and testing of the construction thereof.

"Source control BMP (both structural and non-structural)" shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

"State general construction stormwater permit" shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

— "State board" means the state Mining and Geology Board, in the Department of Conservation, state of California.

— "State geologist" means an individual holding office as structured in Section 677 of Article 3, Chapter 2 of Division 1 of the Public Resources Code.

- "Stockpile" means a temporary, uncompacted fill or embankment placed by artificial means, which is designated or intended to be moved, or relocated at a later date.

"Stop Work Order" shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

"Stormwater" shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

"Structural post-construction BMP" shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGMC 8.48.020.

"Subdivider" means a person, firm, corporation, partnership or association who causes land to be divided into one or more lots or parcels for him or herself or others as defined by those sections of the Government Code known as the Subdivision Map Act.

"Substantial conformance" means grading that conforms to Section 18.08.480 of this chapter.

— "Suitable material" means any soil or earth material which, under the criteria of this chapter or under the criteria of an approved geotechnical report, is suitable for use as fill or for other intended purposes.

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“Terrace” means a relatively level step constructed in the face of a graded slope surface for drainage and maintenance purposes.

“Unsuitable materials” means any soil or earth material having properties or characteristics ~~which characteristics, which~~, under the criteria of this chapter or under the criteria contained in any approved geotechnical report, make it unsuitable for use as fill or for any other intended use. These properties or characteristics include, but are not limited to, organic content of the material exceeding three percent, rock diameters exceeding eight inches, the presence of concrete or asphalt, or the presence of expansive soils within three feet of finish grade of any area intended or designed as a location for a building.

“Watercourse” shall have the same meaning as set forth in Lemon Grove Municipal Code Section LGM 8.48.020. For the purposes of this chapter, ~~(Ord. 671, 2015)~~

~~means any watercourse, stream, river, creek, ditch, channel, canal, conduit, culvert, drain, waterway, gully, ravine, arroyo or wash in which water flow in a definite direction or course, either continuously or intermittently, and any area adjacent thereto subject to inundation from a one hundred year flood.~~

~~—a.—~~ a “Private watercourse” is a watercourse that collects runoff from private property and transports water to the public right-of-way and a.

~~—b.—~~ “Public watercourse” is a watercourse that collects runoff from the public right-of-way or water collected in a private watercourse that has reached the public right-of-way. ~~(Ord. 387 § 3, 2010; Ord. 371 § 1, 2008)~~

Article II. Permits and Fees

18.08.060 Land development work—Permit required.

A. Except as exempted in Section 18.08.070, no person shall do any grading nor shall an owner allow any grading on their property unless the person or owner has a valid grading permit issued by the ~~city engineer~~ City Engineer authorizing such grading.

B. An owner is presumed to have allowed grading which has been done on property occupied by him or her or is under his or her dominion and control. This presumption is a presumption affecting the burden of producing evidence.

C. A separate grading permit shall be required for each legal parcel, noncontiguous site, development, or each separate subdivision final map for which grading is to be performed. ~~(Ord. 371 § 1, 2008)~~

18.08.070 Designated exceptions.

The following described grading is exempt from the requirement to obtain a grading permit under the provisions of this chapter:

A. Depositing materials in any disposal area operated by or licensed by the city or San Diego County.

B. Grading which meets all of the following limitations:

1. Grading is on a single legal lot or contiguous ownership;

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2. Involves the cumulative movement of not more than fifty cubic yards of earth;
3. The cut in the cut area and/or the fill in the fill area, at their deepest points, do not exceed a depth of three feet in vertical depth measured from the original ground;
4. The fill is not intended to support structures;
5. The finished cut and/or fill slopes are not steeper than two horizontal to one vertical (2:1);
6. The finished grading does not alter the drainage patterns either upstream or downstream from the grading;
7. None of the fill is placed on existing ground having a slope steeper than five horizontal to one vertical (5:1), which is a twenty percent slope;
8. None of the grading is closer than five feet to the adjacent ownership;
9. The finished slopes are protected from erosion and the downstream properties are protected from siltation resulting from the grading.

C. Excavation below finish grade for basements, for footings or foundations for buildings, manufactured homes, retaining walls or other structures or facilities, all if authorized by a valid building permit approved and issued by the ~~community development director~~ Development Services Director. Any embankment constructed with the excess material from the excavation exempted by this section must either be disposed of under an approved grading permit, or be disposed on-site without creating embankments more than three feet in unsupported height;

D. Exploratory excavations under the direction of a soil engineer, archaeologist, paleontologist or engineering geologist. Such excavations must be properly backfilled and compacted or otherwise restored.

E. When approved by the ~~city engineer~~ City Engineer, excavation for the sole purpose of recompaction as specified or recommended by an approved soils report.

F. Grading for which inspection is provided by the city and which is done by a developer or contractor pursuant to city-approved improvement plans within public rights-of-way and adjacent slope rights areas independent of adjacent land development work, or grading done pursuant to a permit for excavation in public streets.

G. Clearing and brushing when directed by the fire chief to mitigate a fire hazard, with the concurrence of the ~~community development director~~ Development Services Director that such clearing and brushing will not cause significant damage to any rare, endangered or protected species of plant or wildlife or cause any significant damage to any habitat of any rare, endangered or protected species of wildlife.

Note: The above listed exemptions do not apply to clearing, grubbing, brushing or grading when:

1. Grading will occur in or physically impact designated or dedicated open space or environmentally sensitive areas designated in the CEQA, the general plan or shown on any approved specific plan;
2. Grading will occur in any waterway or wetland, stream, river, channel, pond, lake, marsh, bog, lagoon, vernal pool or riparian habitat;

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3. Grading will occur in any floodway or floodplain as shown on the San Diego county flood plain maps or on city-revised maps;
4. Grading will occur in any officially mapped area in high geologic risk zone;
5. Grading will occur in any other sensitive areas such as archaeological sites, historical sites or burial grounds. (~~Ord. 371 § 1, 2008~~)

18.08.080 Permit applications

A. Any person desiring to perform land development grading not exempted by Section 18.08.070 shall submit a grading permit application in a form approved by the ~~city engineer~~City Engineer.

B. A separate application with plans, specifications and other supplemental data as specified in this chapter and determined to be necessary by the ~~city engineer~~City Engineer, shall be required for each grading permit. The application form shall be signed by the owner or authorized agent of the property to be graded.

C. A complete grading permit application shall be submitted for city review and approval with the following items, completed and signed by the applicant or authorized agent, to the satisfaction of the ~~city engineer~~City Engineer, or this chapter:

1. Grading plan;
2. Separate plot plan;
3. Preliminary soil engineering report;
4. Landscape and irrigation plans consistent with requirements of Chapter 18.44;
5. Drainage study;
6. Haul route, including source of borrow or disposal;
7. Erosion control plan;
8. Post-Construction Stormwater Management Plan, where required pursuant to Chapter 8.48;
97. Grading plan check fee;
108. Soil engineering report review fee;
119. Deposit for independent third party review of soil report;
120. Inspection fees (may be paid at any time prior to issuance of permit);
134. Proof of legal lot (may be waived by ~~city engineer~~City Engineer if grading is pursuant to an approved tentative map or zoning permit).

D. The ~~city engineer~~City Engineer may, upon his or her determination and discretion, require additional data or information, eliminate, or modify any of the above requirements determined to appropriate, including those items in Section 18.08.090.

E. The plans, application requirements and necessary fees may be altered or changed at any time between application submittal and permit issuance under the following conditions:

1. A change of policy or direction by the city council;
2. A change in the grading ordinance or fee schedule approved by the city council;

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3. Discovery that the plans, application or fees violate or do not meet existing ordinances or policies or conform to the requirements of other permits or approvals, such as zoning permits or subdivision maps;

4. Discovery of any design defect, soil or geologic hazard, or any other fact or item which if left unchanged could cause damage, harm or hazard to public or private properties, or to life, limb or the general public's safety or welfare.

If such discoveries are made as described in subsections 3 and 4 of this subsection, and changes are so directed, the applicant shall be granted an extension of the application expiration date for thirty days, or for such other period as the ~~city engineer~~City Engineer may grant to the applicant, to allow for all required changes to reasonably be made and accomplished.

F. The time limits set out in Sections 18.08.260 and 18.08.300 shall apply to all grading plans and applications. (~~Ord. 387 § 3, 2010; Ord. 371 § 1, 2008~~)

18.08.090 Additional information.

Other items which may be required by the ~~city engineer~~City Engineer in order to complete the grading permit application include:

- A. Special erosion control plans, including landscape and irrigation plans;
- B. Hydrology and hydraulic reports;
- C. Application for environmental initial study (AEIS);
- D. Geotechnical reports on seismicity and geology;
- E. Letters of permission from adjacent owners or easement holders to grade off-site or on easements;
- F. Right of entry;
- G. Waiver and release to divert or concentrate drainage affecting downstream off-site property;
- H. Easement and flowage rights documents;
- I. Other information as determined by the ~~city engineer~~City Engineer to be necessary to protect the public interest and fulfill the purposes of this chapter.

Recommendations included in such reports and approved by the ~~city engineer~~City Engineer shall be incorporated in the grading plan, landscape and irrigation plan and the land development specifications. (~~Ord. 371 § 1, 2008~~)

18.08.100 Grading plan requirements.

A. Grading plans shall be prepared and submitted with the grading permit application in accordance with the ~~city engineer~~City Engineering standards and the requirements of the ~~city engineer~~City Engineer.

B. All grading plans shall be signed by a registered civil engineer and by the soil engineer. The ~~city engineer~~City Engineer may waive this requirement when the proposed grading is on a single lot or parcel not proposed for further subdivision and in the opinion of the ~~city~~

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~~engineer~~City Engineer, the proposed grading entails no hazard to any adjacent property, does not necessitate construction of extensive drainage structures or erosion control facilities, and does not interfere in any way with existing natural or improved drainage courses or channels.

C. The ~~city engineer~~City Engineer may stop work and require amendment or change of approved grading, erosion control or landscape and irrigation plans for any of the following reasons:

1. Extension or renewal of the grading permits;
2. Changes have been made in the actual work which are not reflected on the approved plans;
3. The scope or quantity of grading has been changed;
4. Construction, traffic, drainage, soil, geologic, public safety or environmental problems not considered, known or evident at the time of permit issuance or plan approval become evident. (~~Ord. 371 § 1, 2008~~)

18.08.110 Plot plans.

A separate plot plan showing the location of the land development boundaries, lot lines, public and private rights-of-way lines, and precise grading information in accordance with specifications set forth in this chapter and as required by the ~~city engineer~~City Engineer shall also be submitted. A print of the approved tentative subdivision map or tentative parcel map showing the required information may be submitted in lieu of a plot plan. (~~Ord. 371 § 1, 2008~~)

18.08.120 Preliminary soil engineering and geology reports

A. Three copies of a preliminary soils engineering report shall be submitted with the application for a grading permit. Each report shall be prepared by a soil engineer and contain all information applicable to the project in accordance with generally accepted geotechnical engineering practice. The preliminary soil engineering report shall include, but not be limited to, the following:

1. Information and date regarding the nature, distribution, and the physical and chemical properties of existing soils;
2. Location of faults as defined by a registered geologist or certified engineering geologist;
3. Conclusions as to the adequacy of the site for the proposed grading;
4. Recommendations for general and corrective grading procedures;
5. Foundation design criteria;
6. Slope gradient, height and benching, or terracing recommendations;
7. The potential for groundwater and seepage conditions and procedures for mitigation of the groundwater-related problems;
8. Other recommendations, as necessary, commensurate with the project grading and development.

B. The soil engineer and engineering geologist should refer to the geologic conditions element of the Lemon Grove general plan in preparing the reports required by this section.

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C. Recommendations contained in the approved reports shall be incorporated into the grading plans and specifications and shall become conditions of the grading permit.

D. Preliminary geologic investigations and reports shall be required for all land development projects where known or reasonably inferred instability may adversely affect the property. The preliminary geological investigation report shall include, but not be limited to, the following:

1. A comprehensive description of the site topography and geology including, where necessary, a geology map;
2. A statement as to the adequacy of the proposed development from an engineering geologic standpoint;
3. A statement as to the extent that known or reasonably inferred stability on adjacent properties may adversely affect the project;
4. A description of the field investigation and findings;
5. Conclusions regarding the effects geologic conditions will have on the proposed development;
6. Specific recommendations for plan modification, corrective grading and/or special techniques and systems to facilitate a safe and stable development;
7. Provide other recommendations, as necessary, commensurate with the project grading development.

E. The preliminary geological investigation report may be combined with the preliminary soils engineering report. (Ord. 371 § 1, 2008)

18.08.130 Landscape and irrigation plans.

A. Except for agricultural grading plans, all slopes to be constructed, but only final slopes of any borrow pit, shall be provided with an irrigation system which shall be used by the permittee to promote the growth of plants to protect the slopes against erosion. A landscape documentation package, if required by Chapter 18.44, shall accompany grading plan submitted for grading permits.

B. The grading on the project shall be designed for the efficient use of water by minimizing soil erosion, runoff and water waste, resulting from precipitation and irrigation.

C. The plans shall include specifications for the preparation of the existing soils or for the application of topsoil amendments to the slopes to encourage vigorous growth. The permittee shall be responsible for full compliance with the standards and procedures established by the city in this chapter or other applicable ordinances, standards or manuals. Landscape and irrigation plans and specifications shall maximize the use of drought resistant plants and shall provide for water conservation measures throughout the planting irrigation and maintenance plans and specifications. The plan shall show the finished configuration and elevations of each landscaped area including the height of graded slopes, the drainage pattern, pad elevations, finish grade and any stormwater retention improvements.

D. The landscape documentation package shall be prepared by a licensed landscape architect, licensed civil engineer, licensed architect, or other landscape professional

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appropriately licensed by the state and shall contain all of the elements required by Section 18.44.070.

E. The permittee shall be responsible for installation and maintenance of the irrigation system until the ~~city engineer~~City Engineer determines that the system has been properly installed and meets the minimum requirements of this section and the requirements of Chapter 18.44. (~~Ord. 387 § 3, 2010; Ord. 371 § 1, 2008~~)

18.08.140 Minimum BMPs for land disturbance activities.

All dischargers engaged in land disturbance activities shall implement BMPs as detailed in the city's ~~current jurisdictional urban runoff management program (JURMP)~~BMP Manual, this chapter, and Chapter 8.48, as applicable to the project. (~~Ord. 371 § 1, 2008~~)

18.08.150 Erosion prevention.

A. Project proponents shall implement ~~the following minimum erosion prevention control measures methods described in the BMP Manual, this chapter, and Chapter 8.48X~~to minimize the project's erosion potential:

~~— 1. — Consideration shall be made of the time of year that grading and construction activities will be taking place, recognizing that the ideal grading period is the non-rainy season, especially in areas at high risk for erosion;~~

~~— 2. — The length of time that soils are left exposed to elements of wind and water shall be minimized;~~

~~— 3. — The total area of exposed soil shall be reduced during the rainy season;~~

~~— 4. — Critical areas, such as drainage channels, streams, and natural watercourses shall be protected;~~

~~— 5. — Exposed areas shall be stabilized as quickly as feasible;~~

~~— 6. — Sufficient waste disposal facilities shall be provided for all proposed activities;~~

~~— 7. — Sufficient storage facilities shall be provided for all materials and equipment; and~~

~~— 8. — Assurances shall be made that materials used for erosion and sediment control are on site at all times during the rainy season.~~

~~— B. — During the dry season (May 1st through September 30th), the following minimum requirements must be followed:~~

~~— 1. — All exposed disturbed areas must have erosion prevention controls properly installed including building pads, unfinished roads and slopes. Slopes greater than thirty-three and one-third percent or 1:3 (vertical vs. horizontal) may use properly designed and installed de-silting basins that have been properly designed and installed according to current industry standards at all discharge points in lieu of this requirement;~~

~~— 2. — Adequate perimeter protection BMPs must be installed and maintained;~~

~~— 3. — Adequate sediment control BMPs must be installed and maintained;~~

~~— 4. — Adequate BMPs designed to control off-site sediment tracking must be installed and maintained;~~

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- ~~— 5. — At a minimum, one hundred twenty-five percent of the materials needed to install standby BMPs necessary to completely protect exposed portions of the site from erosion and prevent sediment discharges must be stored on the site;~~
- ~~— 6. — An approved "weather-triggered" response plan is mandated for implementation in the event that a predicted storm event has a fifty-percent chance of rain. The proponent must have the capacity to deploy the standby BMPs within forty-eight hours of the predicted storm event;~~
- ~~— 7. — All slopes must be equipped with erosion prevention BMPs as soon as slopes are completed for any portion of the site;~~
- ~~— 8. — All active slopes must be stabilized during rain events; and~~
- ~~— 9. — Cleared or graded areas left exposed at any given time are limited to the amount of acreage that the discharger can adequately protect prior to a predicted storm event or seventeen acres, whichever is smaller, unless the disturbance of a larger area is approved in writing by the city engineer. In the event that a discharger requests approval to disturb an area greater than seventeen acres, the discharger shall first submit to the city engineer written documentation describing how it ensure that it reduces discharges of pollutants to the maximum extent practicable and prevents discharges of pollutants that would cause or contribute to violations of water quality standards despite the larger disturbed area.~~
- ~~— C. — In addition to the dry season minimum requirements set forth in subsection B, the following minimum requirements must be followed during the wet season:~~
 - ~~— 1. — Perimeter protection and sediment control BMPs must be upgraded if necessary to provide sufficient protection for storms;~~
 - ~~— 2. — Adequate erosion prevention BMPs must be installed and established for all completed slopes prior to October 1st and maintained throughout the wet season; if a BMP fails, it must be repaired, improved, or replaced with an acceptable alternate as soon as it is safe to do so;~~
 - ~~— 3. — The amount of exposed soil allowed at one time shall not exceed seventeen acres unless the city engineer approves the disturbance of a larger area in writing. In the event that a discharger requests approval to disturb an area greater than seventeen acres, the discharger shall first submit to the city engineer written documentation describing how it ensure that it reduces discharges of pollutants to the Maximum Extent Practicable and prevents discharges of pollutants that would cause or contribute to violations of water quality standards despite the larger disturbed area; and~~
 - ~~— 4. — An incomplete disturbed area that is not being actively graded must be fully protected from erosion if left for ten days or more. (Ord. 371 § 1, 2008)~~

18.08.160 Erosion control plan requirements.

As applicable, all applications for permits related to construction activities, regardless of the date of submittal and including but not limited to projects that require an approved grading plan or permit, shall include an erosion control plan designed to limit erosion of all disturbed portions of the property and to eliminate the transport of soil onto adjacent properties or into streets, storm drains, or drainage ways. (Ord. 371 § 1, 2008)

18.08.170 Erosion control required.

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A. Plans for an erosion control system shall be prepared and submitted for the review and approval of the ~~city engineer~~ City Engineer as a part of any application for a construction permit. The erosion control system shall comply with the requirements of the latest State general construction stormwater permit (NPDES Permit No. CAS000002) and any amendments thereto, National Pollutant Discharge Elimination System Permit, the MS4 Permit, Lemon Grove Municipal Code LGMC Chapters 8.48, and this chapter to satisfy the requirements for erosion control and to eliminate the discharge of sediment and pollutants. The erosion control plan shall include, but not be limited to, the following information:

1. Name, address, and a twenty-four hour phone number of the owner or responsible party, and the person or contractor responsible for installing and maintaining the erosion control system and performing emergency erosion control work;
2. The name, address and signature of the civil engineer or person who prepared the plan;
3. All desilting basins, debris basins, silt traps, and other desilting, velocity retarding and protection facilities necessary to adequately protect the site and downstream properties from erosion and its effects, preserve natural hydrologic features, and preserve riparian buffers and corridors;
4. The streets, easements, drains, and other improvements;
5. The location and placement of gravel bags, diverters, check dams, temporary erosion control measures such as mulches or soil binders, slope planting, drains, and other erosion controlling devices and measures as required by the BMP Manual;
6. Access routes to all such erosion control facilities and how access shall be maintained during inclement weather.

B. Erosion control system standards shall be as follows:

1. Erosion and sediment control BMPs measures shall be implemented as required by the City's BMP Manual, this chapter, and Chapter 8.48.

2. The permittee or owner shall be responsible for control of erosion on all areas of grading until acceptance of the completed grading by the City Council. This responsibility extends to completed and occupied lots.

3. No earth or organic material shall be deposited or placed where it may be directly carried into a stream or body of standing water.

4. Equipment and workers for emergency work shall be made available at all times. ~~One hundred twenty-five percent of a~~ All necessary materials shall be available on site, and stockpiled at convenient locations, and present in sufficient quantities to facilitate rapid construction of temporary devices at all times. Failure to maintain sufficient materials onsite to prevent and control discharges of sediment and other pollutants in accordance with the requirements of this Chapter and the City's BMP Manual is a violation of this Chapter.

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~~1. The faces of cut and fill slopes and the project site shall be prepared and maintained to control against erosion. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted upon approval of the city engineer~~ City Engineer.

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~~2. Where necessary, temporary and/or permanent erosion control devices such as desilting basins, check dams, cribbing, riprap, or other devices or methods as approved by the city engineer City Engineer, shall be employed to control erosion, prevent discharge of sediment, and provide safety.~~

~~3. Temporary desilting basins constructed of compacted earth shall be compacted to a relative compaction of ninety percent of maximum density. A gravel bag or plastic spillway must be installed for overflow, as designed by the engineer of work, to avoid failure of the earthen dam. A soils engineering report prepared by the soils engineer, including the type of field testing performed, location and results of testing shall be submitted to the city engineer City Engineer for approval upon completion of the desilting basins.~~

~~4. Desilting facilities shall be provided at drainage outlets from the graded site, and shall be designed to provide a desilting capacity City capable of containing the anticipated runoff for a period of time adequate to allow reasonable settlement of suspended particles.~~

~~5. Desilting basins shall be constructed around the perimeter of projects, whenever feasible, and shall provide improved maintenance access from paved roads during wet weather. Grading cost estimates must include maintenance and ultimate removal costs for temporary desilting basins.~~

~~6. The erosion control provisions shall take into account drainage patterns during the current and future phases of grading.~~

~~7. All removable protective devices shown shall be in place at the end of each working day when there is a fifty percent chance of rain within a forty-eight hour period. If the developer does not provide the required installation or maintenance of erosion control structures within two hours of notification at the twenty-four hour number on the plans, the city engineer City Engineer may order city crews to do the work or may issue contracts for such work and charge the cost of this work along with reasonable overhead charges to the cash deposits or other instruments implemented for this work without further notification to the owner. No additional work on the project except erosion control work may be performed until the full amount drawn from the deposit is restored by the developer.~~

~~86. At any time of year, an inactive site, or inactive portions of an active site, shall be fully protected from erosion and discharges of sediment. Flat areas with less than five percent grade shall be fully covered unless sediment control is provided through desiltation basins at all project discharge points. A site or portion of a site is considered inactive if construction activities have ceased for a period of ~~ten~~ 14 or more consecutive days. If construction activities have ceased for 14 or more consecutive days on only a portion of the site, only that portion of the site is considered inactive.~~

C. No grading work shall be allowed between October 1st and the following April 30th on any site when the city engineer City Engineer determines that erosion, mudflow or sediment or silt discharge may adversely affect downstream properties, drainage courses, storm drains, streets, easements, or public or private facilities or improvements unless an approved erosion control system has been implemented on the site. If the city determines that it is necessary for the city to cause erosion control measures to be installed or cleanup to be done, the developer shall pay all of the city's direct and indirect costs including extra inspection, supervision, and reasonable overhead charges. (Ord. 371 § 1, 2008)

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18.08.180 BMP maintenance.

All BMPs for erosion prevention and sediment control shall be functional at all time. Prior to the rainy season and after each major storm, all ~~source control and structural treatment~~ BMPs shall be inspected to assure the functionality. BMP maintenance shall be conducted throughout the life of the project. (~~Ord. 371 § 1, 2008~~)

18.08.190 Grading and grading for building construction.

An owner of land desiring to perform land development work incidental to and in connection with the construction of a building or structure shall present an application and obtain a grading permit. The ~~city engineer~~ City Engineer may require a field inspection of the completed grade with representatives of the ~~P~~Public wWorks Department, the communityDevelopment Services development dDepartments, the permittee, the civil engineer, and the soil engineer prior to commencement of work authorized under a building permit. The permittee shall request the inspection of the work, if required, two working days prior to the inspection. The grading phase of the land development work shall be completed and a soils report, including, but not limited to, relative compaction of the pads and verification of pad elevations shall be submitted prior to commencement of work authorized under the associated building permit. The ~~community development director~~ Development Services Director may direct the building official to suspend or revoke any building permit in accordance with Section 303 of the Uniform Administrative Code where it is found that land development is being done or has been done illegally without a grading permit, or is in violation of a permit, until a grading permit is issued pursuant to the provision of this chapter. The ~~Development Services Director~~ community development director will not certify to the completion of the building where land development work has been done until a grading permit is issued and certified as complete. (~~Ord. 371 § 1, 2008~~)

18.08.200 Early subdivision grading.

Grading of the subdivision will not be permitted prior to approval of the final map or parcel map unless specifically approved as a condition of the tentative subdivision or tentative parcel map. If early subdivision grading is approved, the subdivider may make application to do so under a standard grading permit. This application shall be accompanied by detailed plans and specifications based upon the approved tentative map in conformity with the provisions of Sections 18.08.080 through 18.08140 of this chapter. A grading schedule and cost estimate based upon plans and specifications shall accompany the application. (~~Ord. 371 § 1, 2008~~)

18.08.210 Environmental review.

A. Prior to the issuance of any grading permit, the ~~city engineer~~ City Engineer shall refer the application for such permit to the ~~community development director~~ Development Services Director for environmental review pursuant to CEQA.

B. The ~~community development director~~ Development Services Director shall review each application referred to him/her to determine whether the grading, if carried out as proposed, could have a significant impact on the environment. If the ~~community development director~~ Development Services Director determines that the grading may have a significant

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impact on the environment, he or she shall return the application to the ~~city engineer~~City Engineer with appropriate scoping guidance to be furnished to the applicant for preparation of necessary environmental studies, or for the preparation of an application for environmental initial study. (~~Ord. 371 § 1, 2008~~)

18.08.220 Right of entry—Indemnification of city.

As a prerequisite of issuance of any grading permit, the owner of the site to be graded, and the contractor, if any, shall grant to the city permission, a right of entry into the site for inspection and/or correction of grading not performed in compliance with the terms and conditions of the permit. The owner and the contractor shall agree to indemnify the city for any claims or damages which may result from the city's entry onto the property including any corrective action taken pursuant to such right of entry. The right of entry and indemnification agreement form shall be approved by the city attorney. (~~Ord. 371 § 1, 2008~~)

18.08.230 Restriction on permit issuance—Excessive grades.

Except for the movement of earth for small projects such as custom lots, individual building foundations, and driveways as approved by the ~~community development director~~Development Services Director, or for local roads or trenches to mitigate a geologic hazard to adjacent property, or as required for the construction of necessary access or fire roads, as approved by the ~~city engineer~~City Engineer, no person shall grade upon nor shall any permit be issued for grading upon natural grades or slopes which exceed twenty-five percent gradient through a vertical rise of more than twenty-five feet, unless specifically approved by the city council or planning commission. (~~Ord. 371 § 1, 2008~~)

18.08.240 Nonstructural fills.

A. Nonstructural (uncompacted) fills are prohibited, except for temporary stockpiles, unless specifically authorized by the City Engineer .

B. Applications for grading permits involving nonstructural fills shall be accompanied by an agreement signed by the property owner. The agreement for development of nonstructural fills shall be prepared by the ~~city engineer~~City Engineer and shall contain the following provisions and such other provisions as may, in the opinion of the city attorney and of the ~~city engineer~~City Engineer, to afford protection to the property owner and the city:

1. The development work shall be designated as nonstructural fill and shall be constructed in accordance with grading plans approved by the ~~city engineer~~City Engineer;

2. The owner acknowledges that as a nonstructural fill, the site is not eligible for a building permit until, subject to the review and approval of the ~~city engineer~~City Engineer, a soils investigation report, additional geotechnical reports in accordance with Section 18.08.120, and any other pertinent information as deemed necessary by the ~~city engineer~~City Engineer, have been submitted and approved by the city;

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3. The land development work shall be done and maintained in a safe, sanitary and non-nuisance condition at the sole cost, risk and responsibility of the owner and his or her successors in interest, who shall hold the city harmless with respect thereto;

4. The agreement for nonstructural fills shall be presented to the city council for approval, and if approved, shall be recorded in the office of the San Diego County recorder. The notice shall remain in effect until release of the agreement is filed by the ~~city engineer~~ City Engineer. (~~Ord. 371 § 1, 2008~~)

18.08.250 Drainage easement required.

A. For all public watercourses, the applicant may be required to grant or cause to be granted to the city, a drainage easement in accordance with the specifications set forth by the ~~city engineer~~ City Engineer prior to the issuance of the grading permit.

B. For all private watercourses where the continuous functioning of the drainageway is essential to the protection and use of multiple properties, the applicant may be required to record a covenant, a maintenance agreement and/or deed restriction placing the responsibility for the maintenance of the drainageway(s) on the owners of record of each respective lot affected. Permanent off-site drainage easements, as required by the ~~city engineer~~ City Engineer, shall be acquired by the applicant. Such easements shall be subject to approval by the ~~city engineer~~ City Engineer and recorded prior to issuance of the grading permit.

C. For all watercourses where no public or private improvements are to be installed, but which must, in the opinion of the ~~city engineer~~ City Engineer, be kept open and clear for natural stormwater runoff, the applicant may be required, prior to the issuance of a grading permit, to grant a flowage easement to the city. Flowage easements shall be granted on a form approved by the city attorney. (~~Ord. 371 § 1, 2008~~)

18.08.260 Permit applications—Expiration and extension.

Any grading permit application for which a valid grading permit has not been issued, whether or not the grading plans have been approved and signed by the ~~city engineer~~ City Engineer, shall expire, automatically, one hundred eighty days after receipt of the application by the city, after which time the application and plans shall be deemed as expired and invalid. (~~Ord. 371 § 1, 2008~~)

18.08.270 Issuance of permits.

The ~~city engineer~~ City Engineer shall issue grading permits for land development work upon approval of applications and plans; receipt of prescribed studies, reports and other required documents, receipt of fees, and securities, receipt of the required originals, sepias and prints of the approved grading plans signed by the ~~city engineer~~ City Engineer, the soil engineer, the landscape architect, the engineer geologist and others as required by the ~~city engineer~~ City Engineer, who have been retained by the permittee to perform the work. The permit shall include, or refer to, the conditions, plans and specifications which shall govern the work authorized. (~~Ord. 371 § 1, 2008~~)

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18.08.280 Denial of permits.

A. Hazardous Grading. The ~~city engineer~~City Engineer shall not issue a grading permit in any case where he/she finds or where it may reasonably be inferred that the work as proposed by the applicant will:

1. Damage any private or public property; or
2. Expose any property to landslide or geologic hazard; or
3. Adversely interfere with existing drainage courses or patterns; or
4. Cause erosion which could result in the depositing of mud, silt, or debris on any public or private street or way or in the City's MS4; or
5. Create any hazard to person or property.

B. Geological Hazard. If, in the opinion of the ~~city engineer~~City Engineer, the land area for which grading is proposed is subject to geological hazard to the extent that no reasonable amount of corrective work can eliminate or sufficiently reduce the hazard to person or property, the grading permit shall be denied.

C. Flood Hazard. If, in the opinion of the ~~city engineer~~City Engineer, the proposed grading would adversely affect the flow of runoff or would alter runoff to the detriment of upstream, downstream or adjacent properties, the grading permit shall be denied.

D. Subdivision or Zoning Permits. Under either of the following circumstances, a grading permit shall not be issued unless and until a subdivision map or a zoning permit has been approved or conditionally approved, and it has been determined by the ~~city engineer~~City Engineer and the ~~community development director~~Development Services Director that the subdivision map or zoning permit is not threatened with expiration:

1. If the purpose of the proposed grading, as stated in the application is to prepare the land for subdivision or for some use for which a zoning permit is required; or
2. Notwithstanding the purpose of the proposed grading as stated in the application, if the ~~city engineer~~City Engineer and ~~community development director~~Development Services Director find that the purpose of the proposed grading is to prepare the land for subdivision or other purpose for which a zoning permit is required.

E. Other Reasons. The ~~city engineer~~City Engineer shall deny issuance of a grading permit if so directed by the city council; or if prohibited therefrom by a duly enacted moratorium, court order, injunction, or other legal order; or if the applicant or owner has failed to comply with the provisions of this code; or if the work proposed is not consistent with the city general plan, or any element thereof, or any specific plan, land use ordinance or regulation, zoning ordinance regulation or permit, or subdivision map. The ~~city engineer~~City Engineer shall deny applications which are not in the interest of the public health, safety, or general welfare, or do not constitute a reasonable use of land as indicated by the existing zoning or an approved land use plan. (~~Ord. 371 § 1, 2008~~)

18.08.290 Appeals.

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An applicant may appeal the ~~city engineer~~City Engineer's denial of, or the conditions of approval of, an application for a grading permit to the city planning commission. The applicant or the permittee may appeal a decision of the ~~city engineer~~City Engineer within ten working days after the decision is made. Appeals shall be in writing and shall state the specific nature of the appeal. Appeals shall be filed with the ~~community development director~~Development Services Director, who shall set a hearing within sixty days, and shall notify the owners of record, interested persons signing the appeal in question, and owners of adjacent land identified by the ~~city engineer~~City Engineer as being affected by the proposed grading. The decision of the planning commission may be appealed to the city council. (~~Ord. 371 § 1, 2008~~)

18.08.300 Permit expiration, extension and cancellation.

A. Expiration. Every duly issued grading permit shall be valid for the time period specified on the permit up to a maximum of one year from the date of issuance. All work covered in the permit shall be completed within such a period, except as specified in this section.

B. Every permit issued shall expire by limitation and become null and void if the work authorized by the permit is not commenced and diligently pursued within one hundred eighty days from the date of permit issuance, or stopped, suspended or abandoned for a period of one hundred eighty days.

C. If work is not commenced or diligently pursued, within the extension period specified in this section, then the permit shall thereafter be deemed expired and null and void.

D. For purposes of this section, "diligently pursued" work shall be grading of such magnitude, frequency, or complexity as to require the regular services of the permittee's soil engineer and/or civil engineer or other professionals, and which is inspected at regular intervals by the city.

E. Extensions. Upon written request from the permittee, submitted prior to the expiration of the one hundred eighty-day period in which work was to commence, the ~~city engineer~~City Engineer may extend the period in which the permittee must start work, for one hundred eighty days, provided the permittee demonstrates that circumstances beyond the permittee's control prevented commencement of the approved work.

F. If the work authorized by the grading permit is not completed within the permit period, the ~~city engineer~~City Engineer, upon written request from the permittee, submitted prior to the expiration of the permit, may extend the permit for a period of one year.

G. Cancellation. The ~~city engineer~~City Engineer may cancel a permit or may require the plans to be amended in the interest of public health, safety and welfare or under any of the following conditions upon the request of the permittee. (~~Ord. 371 § 1, 2008~~)

18.08.310 Revocation of permits.

A. The ~~city engineer~~City Engineer may revoke any permit granted under the provisions of this chapter if the ~~city engineer~~City Engineer determines that the permit was obtained by fraud, or that one or more of the conditions upon which the permit was granted have been violated, or that the permittee failed or refused to correct a deficiency or hazard upon the receipt of written notice and within the time specified in such notices, or that the permittee fails or refuses to

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perform any of the conditions or standards established for any subdivision, zoning permit or other approval granted by the city, or fails to correct any hazard or condition as referred to in Section 18.08.590.

B. The permittee, owner or other party aggrieved or adversely affected by the revocation of the grading permit may appeal such action to the city council. Any such appeal shall be in writing, accompanied by a filing fee as shown in the master fee schedule and submitted to the city clerk within ten working days after the decision is made by the ~~city engineer~~ City Engineer. The appeal shall cite reasons and contain other information as necessary to explain why the ~~city engineer~~ City Engineer's action should be rescinded or modified. Upon receipt of any such written appeal, the city clerk shall set the matter for public hearing.

C. Any interested person may appear at the hearing and present evidence. At the conclusion of deliberations on an appeal of a permit revocation, the city council may deny the appeal, modify existing conditions of, or add new conditions to the permit, or reinstate the permit.

D. If a permit is revoked, no further work shall be done upon that site except to correct hazards and to complete any work required by the permittee's agreement with the ~~city engineer~~ City Engineer or city council. Every agreement and every security required by this chapter shall remain in full force and effect notwithstanding any revocation. (~~Ord. 371 § 1, 2008~~)

18.08.320 Fee schedule—Generally.

A. Fees required by this chapter shall be collected by the finance director. Such fees shall be as presently designed or as may in the future be amended.

B. The ~~city engineer~~ City Engineer may require the payment of additional fees for any of the following reasons:

1. Extension or renewal of the grading permit;
2. Enlargement of the scope or quantity of grading or any change which increased the need for inspection or administration of the project;
3. Additional soil or geotechnical review by a third party of any modified grading.

C. No permit shall be issued, and no land development shall be permitted until the fees applicable under this chapter have been received by the finance director. (~~Ord. 371 § 1, 2008~~)

18.08.330 Plan check and permit fees.

A. Before accepting an application for grading and/or landscape and irrigation plans and specifications for checking, the finance director shall collect a plan-checking fee. The amount of the plan-checking fee for grading and landscape and irrigation plans shall be as determined by the ~~city engineer~~ City Engineer and as set forth by council resolution.

B. The plan checking fee for a grading permit authorizing additional work under a valid permit shall be the difference between the plan check fee paid for the original permit and the fee required for the entire project. (~~Ord. 371 § 1, 2008~~)

18.08.340 Preliminary soils engineering report review fee.

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Before accepting a preliminary soils engineering report for review, the finance director shall collect a report review fee. A fee will be charged for each individual report submitted for review. The amount of the review fee shall be as determined by the ~~city engineer~~City Engineer and set forth by council resolution. Additional deposits may be required for independent review of the soil engineering report. (~~Ord. 371 § 1, 2008~~)

18.08.350 Inspection deposit.

Prior to the issuance of the grading permit, a deposit shall be paid to the finance director to cover the city's expenses, costs, and overhead for field inspection, office engineering, and administration of the work performed, including landscape and irrigation work. This will be based on an estimate of the hours needed for inspection. The amount of the deposit shall be as determined by the ~~city engineer~~City Engineer. (~~Ord. 371 § 1, 2008~~)

18.08.360 Work commenced before permit issuance—Fee.

In addition to any penalty prescribed for violation of this code or for violation of the provisions of this chapter, and in addition to the fees required in this chapter, a separate fee of one hundred dollars shall be assessed for any work for which a permit is required by this chapter, commenced prior to obtaining such permit. Payment of such fee shall not relieve any person from any liability under the provisions of this code or from fully complying with the requirements of this chapter. The fee prescribed in this section shall not be construed as penalty but is added to defray the expense of the enforcement of the provisions of the chapter and shall be assessed for each violation cited. (~~Ord. 371 § 1, 2008~~)

18.08.370 Fee exemptions.

Permits for grading when approved and inspected by a city, county, state or federal agency, may be issued without all or part payment of any of the above fees as approved by the ~~city engineer~~City Engineer. (~~Ord. 371 § 1, 2008~~)

18.08.380 Refunds.

A. No fee collected pursuant to this chapter shall be refunded in whole or in part except as provided in this section:

1. Plan check fees may be refunded, less any city expenses, including overhead incurred, upon the applicant's request, provided no plan checking has commenced. There shall be no refund of any plan check fees after issuance of a permit.
2. Report Review Fees. Prior to review of a report, any fees paid for report review shall be fully refundable, less a handling charge, upon the applicant's request, providing the permit has expired, or is withdrawn, or if the project does not warrant preparation of a soil engineering report.
3. Grading inspection fees may be refunded in full, less a handling charge and city expenses, at any time prior to the start of the work authorized by the permit, upon the applicant's request, provide the grading application has expired or has been withdrawn.

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B. No refund shall be made, however, if the applicant or permittee has any outstanding debts owed to the city, or if corrective work remains to be done on the grading work itself.

C. No refund shall be made pursuant to this section if a request for refund is submitted to the city more than one year from the date of payment of the fee as to which a refund is claimed; nor shall any refund be paid if the total refundable amount, after deduction of city costs as provided in this section, is less than twenty-five dollars. (~~Ord. 371 § 1, 2008~~)

Article III. Design Standards

18.08.390 Design responsibilities.

A. Civil Engineer. It shall be the responsibility of the civil engineer who prepared the grading plans to incorporate the applicable recommendations from the soil engineering and geology reports and to incorporate any ~~city engineer~~ City Engineer approved alternative concept grading plan into the grading plan.

B. The civil engineer shall be responsible for establishing line and grade for the grading and drainage improvements and shall act as the coordinating agent in the event the need arises for liaison between the other professionals, the contractor and the ~~city engineer~~ City Engineer. The civil engineer shall also be responsible for the preparation of plan revisions, and upon completion of the work, the submission of as graded drawings incorporating all changes and/or additions made during construction. Prior to the release of building permits for any given lot or lots, the civil engineer shall submit a written statement as evidence that rough grading for land development has been completed within standard tolerances in accordance with the approved plans and that all embankments and cut slopes and pad sizes are as shown on the approved plans.

C. Landscape Architect. The designing landscape architect shall incorporate applicable recommendations from the soils engineering reports along with appropriate measures related to soil engineering into the landscape and irrigation plans and conditional approval recommendations. The landscape architect shall also prepare plan revisions, to include securing approval from the ~~city engineer~~ City Engineer prior to installation, and shall submit as-graded drawings incorporating all changes and/or additions made during construction. The landscape architect shall, if requested by the ~~city engineer~~ City Engineer, prepare alternative concept contour grading plans for review and approval by the ~~city engineer~~ City Engineer.

D. All groundcover shall provide one hundred percent coverage within nine months of planting, or additional landscaping shall be required in order to meet this standard.

E. Soil Engineer. The soil engineer is responsible for performing the preliminary soils engineering investigation and preparing the preliminary soils during grading, providing compaction inspection and testing, and preparing the final soils engineering report. The soil engineer is also responsible for reviewing and signing the grading plan insuring and assuring that they comply with the soils and geotechnical recommendations of the preliminary soils engineering report. (~~Ord. 371 § 1, 2008~~)

18.08.400 Setbacks.

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A. Setbacks and other restrictions specified by this section are minimums and may be increased by the ~~city engineer~~City Engineer or by the recommendation of the civil engineer, soil engineer or engineering geologist, if necessary for safety and stability, or to prevent damage to adjacent properties from deposition or erosion, or to provide access for slope maintenance and drainage. Where zoning requirements exceed the minimums in this section, the zoning setbacks shall govern.

B. Retaining wall may be used to reduce the required setbacks when approved by the ~~city engineer~~City Engineer.

C. The tops and toes of slopes shall be set back from the outer boundaries of the permit area, including slope rights areas and easements, as follows:

1. Top of Cut Slope. Top of cut slopes shall not be made nearer to a site boundary line than one fifth of the vertical height of cut with a minimum of two feet and a maximum of ten feet, as measured horizontally.

2. Toe of Fill Slope. The toe of fill slopes shall be made not nearer to the site boundary line than one half the height of the slope with a minimum of two feet and a maximum of twenty feet, as measured horizontally.

D. Setbacks between graded slopes (cut or fill) and structures shall be provided to the satisfaction of the ~~city engineer~~City Engineer.

E. A usable side yard of at least five feet from any building wall shall be provided to the toe and top of a slope, unless waived by the ~~city engineer~~City Engineer.

F. No provision in this section shall be construed to allow less than the required setback for berms and drainage unless an approved drainage device is used to reduce these requirements. (~~Ord. 371 § 1, 2008~~)

18.08.410 Cuts.

A. Cut slopes shall be no steeper than two horizontal to one vertical (2:1) unless the applicant can demonstrate to the satisfaction of the ~~city engineer~~City Engineer and ~~community development director~~Development Services Director that the project would be substantially improved with steeper cut slopes.

B. Requests for approval of cut slopes steeper than 2:1 must be accompanied by a geotechnical report that establishes such slopes will be stable, and accompanied by a landscape architect report that establishes such slopes can be adequately landscaped. In no case shall cut slopes steeper than 1-1/2:1 be allowed under any waiver of the 2:1 standard.

C. The ~~city engineer~~City Engineer may require slopes flatter than 2:1 in order to achieve the stated design and landscaping purposes of the city.

D. Unless specifically approved by the city council or planning commission, no cut shall exceed a vertical height of forty feet. In approving cut slopes higher than forty feet, the following shall be considered:

1. The lack of feasible alternative grading designs which result in slopes of forty feet or less; and the furtherance of general plan goals and objectives by the proposed development; or

2. Overriding benefits to the city from the development proposal. (~~Ord. 371 § 1, 2008~~)

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18.08.420 Fills.

A. Fill slopes shall be no steeper than two horizontal to one vertical (2:1), exclusive of benches and terraces. The ~~city engineer~~ City Engineer may require slopes flatter than 2:1 in order to achieve the stated design and landscaping purposes of the city. Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the ~~city engineer~~ City Engineer deems necessary to protect the adjoining property from damage as a result of such grading.

B. Unless specifically approved by the city council or planning commission, no fill shall exceed a vertical height of forty feet. In approving fill slopes higher than forty feet, the following shall be considered:

1. The lack of feasible alternative grading designs which result in slopes of forty feet or less; and the furtherance of general plan goals and objectives by the proposed development; or
2. Overriding benefits to the city from the development proposal.

C. Slope stability analyses shall accompany soil engineering reports for all fill slopes exceeding forty feet in height, where authorized by the city council or planning commission, regardless of the slope ratio. The soil engineer shall provide a written statement approving the slope stability. In addition, the soil engineer shall recommend alternative methods of construction or compaction requirements necessary for stability. (~~Ord. 371 § 1, 2008~~)

18.08.430 Terraces.

All slopes thirty feet or more in vertical height shall have drainage terraces at least six feet in width established at not more than thirty foot vertical intervals on all cut or fill slopes to control surface drainage and debris. Where only one terrace is required, it shall be at mid-height. Suitable access shall be provided to permit proper cleaning and maintenance. Such drainage terraces shall be improved with a paved swale or ditch at least one foot deep, with a minimum grade of two percent and wide enough to carry the one-hundred year storm runoff arriving at the terrace. (~~Ord. 371 § 1, 2008~~)

18.08.440 Berms.

Unless waived by the ~~city engineer~~ City Engineer, a compacted earthen berm shall be constructed at the top, or along the line of vertical curvature, of all slopes steeper than 5:1. The berm shall conform to the slope and shall be a minimum of one-half foot high and two feet wide. The ~~city engineer~~ City Engineer may require larger berms if necessary to achieve the stated design purposes of the city. (~~Ord. 371 § 1, 2008~~)

18.08.450 Stormwater runoff.

Stormwater runoff from lots or adjacent properties shall not be carried over cut or fill slopes steeper than 5:1. Such runoff shall be provided to the satisfaction of the ~~city engineer~~ City Engineer. Surface runoff shall not be permitted to flow from one residential lot to another. (~~Ord. 371 § 1, 2008~~)

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18.08.460 Subsurface drainage.

A. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability, and as recommended by the soil engineer and/or the engineering geologist.

B. All canyon fills and buttress fills shall be provided with subdrains, unless waived by the ~~city engineer~~City Engineer, based upon the information provided by the engineering geologist and/or the soil engineer indicating that they are not necessary and recommending against them. (~~Ord. 371 § 1, 2008~~)

18.08.470 Contour grading.

The ~~city engineer~~City Engineer may require public interest slopes to be rounded into existing terrain to produce a contoured and smooth transition from cut or fill faces to natural ground and abutting cut or fill surfaces. Such slopes shall be contour graded and landscaped pursuant to a landscape plan prepared by a landscape architect and approved by the ~~city engineer~~City Engineer. The contours of the finished slope shall approximate the natural contours to the satisfaction of the ~~city engineer~~City Engineer. The brows or tops of slopes may be straight to match the lot lines and facilitate placement of lot fences. (~~Ord. 371 § 1, 2008~~)

18.08.480 Grading—Standards for substantial conformance.

A. The grading will be considered in substantial compliance if the pad elevations and slope heights shown on the approved grading plan are within plus or minus one foot of the elevations shown on the tentative map or approved conceptual grading plans.

B. The ~~city engineer~~City Engineer and the ~~community development director~~Development Services Director have discretion to permit up to a two-foot elevation variation if they determine that the change will not adversely affect views, drainage and unusable yard areas, and the change is needed to create a better design. (~~Ord. 371 § 1, 2008~~)

Article IV. Performance Security

18.08.490 Required security.

A. No grading permit shall be issued for grading unless the applicant shall first post a security with the city comprised of a cash deposit or a combination of cash deposit and corporate surety bond of a surety authorized to do business in the state. An instrument of credit or other security pledging the performance of the work, may be submitted in lieu of the surety bond to insure installation of required structures, drains, landscaping, irrigation and other improvements shown on the grading plans. Such funds are trust funds for the purposes of satisfying the cost of correcting any deficiency, hazard or injury created by the work or lack of maintenance thereof. An irrevocable standby letter of credit issued by a financial institution subject to regulation by the state or federal government may be posted in lieu of the surety bond, instrument of credit or other security.

B. The estimated cost of the work shall be determined by the ~~city engineer~~City Engineer after reviewing the civil engineer's estimates. If the ~~city engineer~~City Engineer determines that

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the size, complexity and scope of the work does not justify the full amount of the security, he may waive all or part of the amount to the extent that there is no hazard or danger. If the scope of work increases, or new conditions are discovered after grading commences, the ~~city engineer~~City Engineer may increase the amount of the security.

C. The security shall be in the form approved by the city attorney. The total amount of the security shall be equal to one hundred fifty percent of the estimated cost of the grading work authorized by the permit plus an additional sum equal to one hundred percent of the estimated cost for the construction of drainage structures or facilities, including standard terrace drains, slope planting, irrigation system, erosion control devices, retaining walls and similar facilities authorized by the permit. (~~Ord. 371 § 1, 2008~~)

18.08.500 Cash deposit requirements—In lieu of bond.

A. The cash deposit shall be equal to twenty percent of the calculated security, as approved by the ~~city engineer~~City Engineer. Interest shall not be paid on cash deposits.

B. In no instance shall the cash deposit be less than one thousand dollars or more than twenty thousand dollars. In instances where twenty percent of the appraised calculated security exceeds twenty thousand dollars, that remaining portion of the security in excess of twenty thousand dollars shall be combined with the remaining eighty percent of the approved security in the form of a corporate surety bond, or other security authorized by Section 18.08.490.

C. The cash deposit shall be used to satisfy the cost of correcting any deficiency, hazard or injury created by the work in violation of the terms and conditions of the grading permit and in violation of the provisions of this chapter or any other applicable law or ordinance; or for maintenance, cleanup or repair of any public or private street or easement, or for the maintenance, upkeep or installation of debris basins, erosion control devices, etc. Use of the cash deposit or a portion thereof shall in no way limit or release the obligation of the permittee or surety to satisfy the cost of correcting any deficiency, hazard or injury created by the work or to maintain the same in safe condition. If the amount of the cash deposit is insufficient to satisfy the cost in full, the surety shall be liable to satisfy the remainder of the cost in excess of the cash deposit to the extent that the remainder does not exceed the full penalty amount of the bond. In addition, if suit is brought upon the surety by the city and judgment is recovered, the surety shall pay all costs incurred by the city in such suit, including a reasonable attorney's fee to be fixed by the court. (~~Ord. 371 § 1, 2008~~)

18.08.510 Erosion control security requirements.

When the ~~city engineer~~City Engineer determines, pursuant to Section 18.08.150 of this chapter, that plans for erosion control system be prepared as part of the grading permit, the applicant shall furnish the city a cash deposit in connection with an agreement to perform erosion control work. The amount of deposit shall be one hundred percent of the cost estimate for the work shown on the erosion control plan, subject to the approval of the ~~city engineer~~City Engineer. Section 18.08.490 shall be applicable regarding types of securities acceptable by the city. In addition to the required security for erosion control work, a cash deposit in the amount of five thousand dollars shall be required for emergency erosion control work and/or for emergency cleanup. (~~Ord. 371 § 1, 2008~~)

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18.08.520 Required terms and conditions of securities.

A. Every surety bond and instrument of credit shall include and every cash deposit and letter of credit shall be made on the conditions that the permittee shall:

1. Comply with all provisions of this chapter, applicable laws and ordinances;

2. Comply with all the terms and conditions of the grading permit to the satisfaction of the ~~city engineer~~City Engineer;

3. Complete all of the work contemplated under the grading permit within the time limit specified in the grading permit, or if no time limit is so specified, the time limit specified in this chapter. The ~~city engineer~~City Engineer may, for sufficient cause, extend the time specified in the permit, but no such extension shall release the owner or the surety on the bond or person issuing the instrument of credit;

4. Each security shall remain in effect until the completion of the work to the satisfaction of the ~~city engineer~~City Engineer. (~~Ord. 371 § 1, 2008~~)

18.08.530 Use of securities for work done by city.

In the event of failure to complete the work or failure to comply with all conditions and terms of the grading permit, the ~~city engineer~~City Engineer may order such work that in his or her opinion is necessary to correct any deficiencies or eliminate any dangerous condition and leave the site in safe, stable and nuisance-free condition to his or her satisfaction. The permittee and the surety executing such bond or person issuing the instrument of credit, letter of credit or making the cash deposit shall continue to be firmly bound under a continuing obligation for the payment of all necessary costs and expenses that may be incurred or expended by the city in causing any and all such work to be done. (~~Ord. 371 § 1, 2008~~)

18.08.540 Release of securities.

A. Cash deposits, bonds, or other security shall be released upon request in writing by the developer when work is complete and approved by the ~~city engineer~~City Engineer.

B. No security under the provisions of this chapter shall be required from the state, or any of its political subdivisions or any governmental agency. However, a contractor working for the state or any of its political subdivisions or any governmental agency shall present a security for performance unless proof is submitted that the work is covered by a separate and similar security inuring to the benefit of the state or agency. (~~Ord. 371 § 1, 2008~~)

Article V. Grading Operations

18.08.550 Work authorized by permit.

The issuance of a grading permit shall constitute an authorization to do only that work which is described or illustrated on the application for the permit, or in the plans and specifications approved by the ~~city engineer~~City Engineer. The work shall be done in accordance with any conditions imposed by the ~~city engineer~~City Engineer and in accordance with the requirements

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of this article. Conditions imposed by the ~~city engineer~~City Engineer shall be shown on the grading plans under the heading "General Notes." (~~Ord. 371 § 1, 2008~~)

18.08.560 Responsibility of permittee.

It shall be the responsibility of the permittee to know the conditions and/or restrictions placed on the grading permit and as outlined in applicable sections of this chapter, and as continued on the approved report(s) and to insure that all contractors, subcontractors, employees, agents and consultants are also knowledgeable of the same, and insure that they carry out the proposed work in accordance with the approved plans and specifications and with the requirements of the permit and this chapter. The permittee shall also be responsible to maintain in an obvious and accessible location on the site, a copy of the permit and grading plans bearing the approval of the ~~city engineer~~City Engineer. (~~Ord. 371 § 1, 2008~~)

18.08.570 Contractor qualifications.

A. Every person doing land development shall meet such qualifications as may be determined by the ~~city engineer~~City Engineer to be necessary to protect the public interest. The ~~city engineer~~City Engineer may require an application for qualification which shall contain all information necessary to determine the person's qualifications to do the land development.

B. All land development work shall be performed by a contractor licensed by the state to perform the types of work required by permit. (~~Ord. 371 § 1, 2008~~)

18.08.580 Time of grading operations.

A. All grading operations, including the warming up, repair, arrival, departure or running of trucks, earth moving equipment, construction equipment and any other associated grading equipment shall be limited to the period between seven a.m. to six p.m. each day, Monday through Friday. No earth moving or grading operations shall be conducted on Saturdays, Sundays or holidays recognized by the city without written permission of the ~~city engineer~~City Engineer.

B. No grading shall be allowed between October 15th and the following April 15th on any site when the ~~city engineer~~City Engineer determines that erosion, mud flow or sediment discharge from grading may adversely affect downstream properties, drainage courses, storm drains, streets, easements, or public or private facilities or improvements unless an erosion control system approved by the ~~city engineer~~City Engineer has been implemented on the site to the satisfaction of the ~~city engineer~~City Engineer. (~~Ord. 371 § 1, 2008~~)

18.08.590 Temporary suspension of permit.

A. The ~~city engineer~~City Engineer has the authority to temporarily suspend all work on a grading project and suspend the permit by issuing a written stop work order if he or she determines that field conditions present an immediate hazard or danger to life or property; if the work being done is contrary to the approved plans or conditions thereof; if the work being done under a grading permit issued for a subdivision or zoning permit is contrary or conflicting with

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any approved changes and/or modifications made to the originally approved or conditionally approved tentative map or zoning permit subsequent to the issuance of the grading permit; if there is lack of supervision of the grading operation, lack of engineering control, lack of soil engineering control or lack of dust or air pollution control; if archaeological or paleontological artifacts or resources are discovered; or for any other reason which in the ~~city engineer~~City Engineer's opinion, presents a threat to the public safety or welfare immediately, or in the future, or which may cause unstable earth conditions. This temporary suspension shall continue in effect until the hazard or condition is corrected to the satisfaction of the ~~city engineer~~City Engineer.

B. It shall be the responsibility of the owner to furnish any additional information, investigations and reports necessary to resolve the stop work order conditions. The owner shall pay for all work associated with furnishing these items, as well as any additional staff time in resolving the stop work order conditions. ~~(Ord. 371 § 1, 2008)~~

18.08.600 Transfer of responsibilities.

A. If the civil engineer, soil engineer, engineering geologist, landscape architect, the testing agency, or the grading contractor of record are changed during the course of the work, the work shall be stopped until:

1. The owner submits a letter of notification verifying the change of the responsible professional; and

2. The new responsible professional submits in writing that he or she has reviewed all prior reports and/or plans (specified by date and title) and work performed by the prior responsible professional, and that the responsible professional concurs with the findings, conclusions and recommendations and is satisfied with the work performed. The responsible professional must state that he or she assumes all responsibility within his or her purview as of a specified date.

B. All exceptions to subsections A(1) and (2) of this section must be approved by the ~~city engineer~~City Engineer.

C. Where clearly indicated that the firm, not the individual professional, is the contracting party, the designated engineer, architect or geologist may be reassigned and another individual of comparable professional accreditation within the firm may assume responsibility, without complying with the requirements of subsection A(1) and (2) of this section. ~~(Ord. 371 § 1, 2008)~~

18.08.610 Construction of fills.

A. Preparation of Ground. The ground surface shall be prepared to receive fill by removing vegetation, noncomplying fill, topsoil and other unsuitable materials, and by scarifying to a depth of one foot to provide a bond with the new fill. Where existing slopes exceed five feet in height and/or are steeper than 5:1, the ground shall be prepared by benching into sound bedrock or other competent material as determined by the soil engineer and approved by the ~~city engineer~~City Engineer. The lowermost bench beneath the toe of a fill slope on natural ground shall be a minimum ten feet in width and at least one foot into dense formational materials. The

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ground surface below the toe of the fill shall be prepared for sheet flow runoff, or a paved drain shall be provided.

B. Where fill is to be placed over an existing cut slope, the bench under the toe of the new fill shall be at least fifteen feet wide and shall meet the approval of the soil engineer and/or engineering geologist as a suitable foundation for fill.

C. Expansive Soils. Whenever expansive soils are encountered within three feet of the finish grade of any area intended or designed as a location for a building, the permittee shall cause expansive soil to be removed to a minimum depth of three feet below finish grade and replace with properly compacted, nonexpansive soil.

D. Fill Material. Any organic material shall not be permitted in fills.

E. Except as outlined in subsection F of this section, no rock or similar irreducible materials with a maximum dimension greater than eight inches shall be buried or placed in fills.

F. Unless the engineer properly devises a method of placement, continuously inspects placement and approves the soil stability and competency, the following conditions shall also apply:

1. Prior to issuance of the grading permit, potential rock disposal area(s) shall be delineated on the grading plan;

2. Rock sizes greater than eight inches in maximum dimension shall be at least six feet or more below grade, measured vertically, and ten feet measured horizontally from slope faces, and shall be two feet or more below the bottom of any utility pipeline;

3. When the design of the development or covenants and restrictions provide assurance that no structure or utilities will be placed on a precisely definable area, these dimensions may be reduced with the approval of the ~~city engineer~~ City Engineer;

4. Rocks greater than eight inches shall be placed so as to be completely surrounded by soils; nesting of rocks will not be permitted.

G. All fill slopes shall be overfilled to a distance from finished slope face that will allow compaction equipment to operate freely within the zone of the finished slope, and then cut back to the finish grade to expose the compacted core. Alternate methods may be employed by the grading contractor subject to approval by the soil engineer and ~~city engineer~~ City Engineer. In such instances, the grading contractor shall provide detailed specifications for the method of placement and compaction of the soil within a distance of an equipment width from the slope face.

H. Buttress/Stabilization Fills. Recommendations for buttress fills or stabilization fills by the soil engineer shall be accompanied by a report by the soils engineer or certified engineering geologist setting forth the soil or geologic factors necessitating the buttress/stabilization fill, stability calculations based on both static and pseudostatic conditions (pseudostatic loads need not normally be analyzed when bedding planes are flatter than twelve degrees from the horizontal), laboratory test data upon which the calculations are based, the buttress/stabilization fill, a scaled section of the buttress/stabilization fill and recommendations with details of subdrain requirements.

I. Utility Line Backfill. Backfills for on-site utility line trenches, such as water, sewer, gas and electrical services shall be compacted and tested in accordance with Section 18.08.780(D)

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of this chapter. Alternate materials and methods may be used for utility line backfills provided that the material specification and method of placement are recommended by the soil engineer and approved by the ~~city engineer~~City Engineer prior to backfilling.

J. The final utility line backfill report shall include a statement of compliance by the soil engineer that the tested backfill is suitable for the intended use. (~~Ord. 371 § 1, 2008~~)

18.08.620 Lot grading—Safety precautions.

A. At any stage of grading work, whether an approved grading plan, or a grading permit is required, if the ~~city engineer~~City Engineer determines that authorized grading is likely to endanger any public or private property or result in the deposition of debris on any public way or interfere with any existing drainage course, the ~~city engineer~~City Engineer may specify and require reasonable safety precautions to avoid the danger. The permittee may be responsible for removing excess soil and debris deposited upon adjacent and downstream public or private property resulting from his/her grading operations. Soil and debris shall be removed and damage to adjacent and downstream property repaired as directed by the ~~city engineer~~City Engineer. Erosion and siltation control shall require temporary or permanent siltation basins, energy dissipaters, or other measures as field conditions warrant, whether or not such measures are a part of approved plans. Cost associated with any work outlined in this section shall be incurred by the permittee.

B. No off-site work will be required when, in the opinion of the ~~city engineer~~City Engineer, the permittee has properly implemented and maintained erosion control measures in accordance with the City's BMP Manual and the deposition of soil and debris or erosion on adjacent properties is the direct or indirect result of actions of the downstream property owner. (~~Ord. 371 § 1, 2008~~)

18.08.630 Public protection from hazards.

During grading operations, the contractor and property owner shall take all necessary measures to eliminate any hazard resulting from the work to the public in its normal use of public property or right-of-way. Any fences or barricades installed shall be approved by the ~~city engineer~~City Engineer and shall be properly constructed and maintained. They shall separate the public from the hazard as long as the hazard exists. (~~Ord. 371 § 1, 2008~~)

18.08.640 Public facilities within public rights-of-way.

The following provisions of this section shall apply unless provision is made by a secured agreement pursuant to land development work done in conjunction with the authorized subdivision of property.

A. A property owner shall pay the city for all costs of placing, repairing, replacing or maintaining a city-owned facility within a public right-of-way when the city facility has been damaged or has failed as a result of the construction or existence of the owner's land development work during the progress of such work;

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B. The costs of placing, replacing or maintaining the city-owned facility shall include the cost of obtaining an alternate easement if necessary;

C. The ~~city engineer~~City Engineer shall notify the property owner of such damage or failure as set forth in the provisions of this section. The city may withhold certification of the completion of a building or other permitted work where a notice has been issued. (~~Ord. 371 § 1, 2008~~)

18.08.650 Protection of adjacent property.

A. Notwithstanding the minimum standards set forth in this chapter, the permittee shall be responsible for the prevention of damage to adjacent property and no person shall excavate on land so close to the property line as to endanger any adjoining public street, sidewalk, alley or other public or private property without supporting and protecting such property from settling, cracking or other damage which might result.

B. In addition, each adjacent property owner is entitled to the lateral and adjacent support which his or her land receives from the adjoining land, subject to the right of the property owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

1. Any owner of land or his or her lessee intending to permit or to make an excavation greater than ten feet in depth within ten feet of his/her property lines shall give reasonable notice to the owner or owners of land abutting the property lines affected by such excavation, stating the depth for which such excavation is intended to be made and when the excavation will begin;

2. In making any excavation, reasonable care and skill shall be used and reasonable precautions taken to ensure that the soil of adjoining property will not cave in or settle to the detriment of any building or other structure which may be thereon;

3. No land development work shall be approved which physically prevents the use of existing legal or physical and usable (in the opinion of the ~~city engineer~~City Engineer) access to any parcel. (~~Ord. 371 § 1, 2008~~)

18.08.660 Maintenance of protective devices.

The owner of any property on which a fill or excavation has been made pursuant to a grading permit granted under the provisions of this chapter, or any other person or agent in control of such property shall maintain in good condition and repair all retaining walls, cribbing, drainage structures or means, ~~and other protective devices temporary or permanent BMPs, and other protective devices pursuant to Chapter 8.48 of the LGMC or the BMP Manual, or as determined by the city engineer~~City Engineer, and planting shown in the approved plans and specifications or in the as-graded drawings or as required by the grading permit. Facilities dedicated for use by the public and accepted for such use by a public agency are excepted. (~~Ord. 371 § 1, 2008~~)

18.08.670 Protection of utilities.

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A. During grading operations the permittee shall be responsible for the prevention of damage to any public utilities or services.

B. The responsibility applies within the limits of grading and along any routes of travel of equipment.

C. Before starting any excavation work the permittee shall be responsible to contact Underground Service Alert, Incorporated and coordinate the proposed excavation with all interested utility companies, districts and agencies. ~~(Ord. 371 § 1, 2008)~~

18.08.680 Debris on public streets.

The California Vehicle Code and this chapter forbid the placing, dumping or depositing of soil and rocks on the public streets or any portion of the public right-of-way. All vehicles engaged in hauling materials under the permit provisions of this chapter shall refrain from depositing soil or debris on the public streets by any means, including, but not limited to, spillage from the bed of a truck or other vehicle and debris collected on the wheels of the haul vehicle. The ~~city engineer~~ City Engineer may require a cash deposit to insure the cleanup of public streets. ~~(Ord. 371 § 1, 2008)~~

18.08.690 Dust control.

The contractor/permittee conducting any earth moving operation under this chapter shall be responsible for controlling dust created by its grading operations or activities at all times. ~~(Ord. 371 § 1, 2008)~~

18.08.700 Cleanup.

The permittee conducting any earth-moving operation under this chapter which requires vehicles to haul earth materials on any public street shall be responsible for the complete removal of such materials (soil, mud or other material) from the street, if spilled, dumped or deposited on a public street. If the permittee fails to completely remove such spillage, the ~~city engineer~~ City Engineer may order the necessary removal work. The permittee and the surety shall be firmly bound under a continuing obligation for payment of all costs incurred or expended by the city pursuant to Sections 18.08.500 and 18.08.530. ~~(Ord. 371 § 1, 2008)~~

18.08.710 Preservation of existing monuments.

All existing survey monuments shall be shown on the grading plan. Evidence indicating that arrangements have been made for the preservation and/or relocation of existing monuments shall be submitted to the ~~city engineer~~ City Engineer prior to issuance of a grading permit. ~~(Ord. 371 § 1, 2008)~~

18.08.720 Archaeological or paleontological resources.

If any archaeological or paleontological resources are discovered during grading operations, such operations shall cease immediately and the permittee shall notify the ~~city engineer~~ City

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Engineer of the discovery. Grading operations shall not recommence until the permittee has received written authority from the ~~city engineer~~ City Engineer to do so. (~~Ord. 371 § 1, 2008~~)

Article VI. Supervision, Testing Inspection and Enforcement

18.08.730 City ~~E~~ngineer—Responsibilities.

A. The city engineer shall enforce the provisions of this chapter, except as otherwise provided in this section.

B. The city engineer may establish and implement special inspection requirements and augment his/her resources or expertise as he/she deems necessary to properly inspect a particular grading project. The cost of these special requirements or augmentations shall be paid for by the benefiting permittee.

C. Prior to the approval of any land development work requiring grading plans and specifications, the ~~city engineer~~ City Engineer may inspect the site to determine that the plans and specifications are current and reflect existing conditions.

D. After grading permit issuance, but prior to any land development work involving grading, brushing or clearing, there shall be a pre-grading meeting. Prior to pouring curbs and gutters or placement of base materials, there shall be a pre-paving meeting held on the site. The permittee, or his or her agent, shall notify the ~~city engineer~~ City Engineer at least two working days prior to the meetings and shall be responsible for notifying all principals responsible for grading and paving related operations.

E. The ~~city engineer~~ City Engineer or his or her designee shall inspect the land development project at various stages of work requiring approval and at any more frequent intervals necessary to determine that adequate inspection and testing is being exercised.

F. The ~~city engineer~~ City Engineer shall require inspection of work done in connection with land development to insure compliance with the provisions of this chapter and shall release the security when such work is properly completed.

G. The ~~city engineer~~ City Engineer shall cause land development being done without a permit to be stopped until a permit has been obtained. The ~~city engineer~~ City Engineer may require that such work done without a permit be removed or corrected at the expense of the responsible person. Where land development work involves an embankment improperly constructed or constructed without adequate testing, he or she shall cause such embankment to be reconstructed or, in lieu thereof, order the work stopped and corrected as set forth in Sections 18.08.590 and 18.08.820(D) of this chapter. (~~Ord. 371 § 1, 2008~~)

18.08.740 Liability of city.

A. Neither the issuance of a permit under the provisions of this chapter, nor the compliance with the provisions of this chapter or with any conditions imposed by any city official under this chapter, shall relieve any person from any responsibility for damage to persons or property otherwise imposed by law, nor impose any liability upon the city for damage to persons or property.

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B. The ~~city engineer~~ City Engineer or an employee duly authorized with the enforcement of this chapter, acting in good faith and without malice for the city in the discharge of these duties, shall not render himself or herself liable personally and is relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of his or her duties. Any suit brought against the ~~city engineer~~ City Engineer or employee, because of such act or omission performed by him or her in the enforcement of any provision of this chapter, shall be defended by the legal department of the city until final determination of the proceedings. (~~Ord. 371 § 1, 2008~~)

18.08.750 Supervised or regular grading—Observation required.

A. All grading, except grading for a borrow pit, in excess of two thousand five hundred cubic yards shall be performed under the general observation of and coordination of the civil engineer who signed the grading plans and shall be designated as "supervised grading."

B. Grading not supervised in accordance with this section shall be designated as "regular grading."

C. For grading of two thousand five hundred cubic yards or less, the permittee may elect to have the grading performed as either supervised grading or regular grading. (~~Ord. 371 § 1, 2008~~)

18.08.760 Regular grading requirements.

A. The ~~city engineer~~ City Engineer shall cause regular grading work to be inspected to the extent he/she deems necessary and shall require inspection of excavations and fills and compaction control by a soil engineer. The grading plan shall be a part of the building permit plan set.

B. The ~~city engineer~~ City Engineer shall require sufficient inspection by the soil engineer to assure that the soil engineer has adequately considered all geologic conditions.

C. The soil engineer shall file a report with the ~~city engineer~~ City Engineer assuring the compaction and acceptability of all fills. Where potentially expansive soils are present at either cut or fill grade, the soil engineer shall provide written recommendation regarding treatment given or to be given to such soils. (~~Ord. 371 § 1, 2008~~)

18.08.770 Supervised grading requirements.

A. For supervised grading it shall be the responsibility of the civil engineer supervising the grading to supervise and coordinate all field surveys, setting of grade stakes in conformance with the plans, and site inspection during grading operations to assure that the site is graded in accordance with the permit.

B. Soils reports shall be required and geology reports may also be required as specified in Sections 18.08.780, 18.08.790 and 18.08.830. In addition to the copies filed with the ~~city engineer~~ City Engineer, copies of such reports shall be sent by the permittee to the civil engineer supervising the grading.

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C. The soil engineer shall make such tests and inspections as necessary to assure that the recommendations given in the preliminary soils engineering report and incorporated in the grading plan, specifications or the permit have been followed, and comply with the requirements of Section 18.08.780. (~~Ord. 371 § 1, 2008~~)

18.08.780 Soil engineer—Observation and testing responsibilities.

A. General. The soil engineer's area of responsibility shall include, but not be limited to, the professional inspection and approval concerning the preparation of ground to receive fills, testing for required compaction, stability of all finish slopes, design of buttress fills where required and incorporating data supplies by the engineering geologist.

B. Preliminary and final soils reports shall be required as specified in this chapter. During grading all necessary analyses, compaction data, soil engineering and engineering geology recommendations and reports shall be submitted to the client for distribution as required, and a copy of all such documents shall be provided to the ~~city engineer~~ City Engineer.

C. When preliminary soils engineering reports are not required, the ~~city engineer~~ City Engineer may yet require inspection and approval by the soil engineer. The soil engineer's responsibility shall include, but not be limited to, approval of cleared areas and benches to receive fill, the compaction and testing of fills and their inspection and approval. The soil engineer will submit a statement that all embankments under his or her direction have been compacted to a minimum of ninety percent relative compaction percentage approved by the ~~city engineer~~ City Engineer. Prior to the release of building permits for any given lot or lots, the soil engineer shall submit a compaction report to the satisfaction of the ~~city engineer~~ City Engineer as evidence that rough grading has been compacted in accordance with the approved preliminary soils engineering report.

D. Density Testing. All fills shall be compacted to a minimum of ninety percent relative compaction unless a lesser density has been specifically approved by the ~~city engineer~~ City Engineer. Field density tests shall be performed in accordance with ASTM D1556, or as revised (sand cone test), or equivalent, as approved by the ~~city engineer~~ City Engineer. At least twenty-five percent of the total tests shall be by ASTM D1556 to verify the accuracy of the equivalent method. All such tests shall be reasonably and uniformly distributed within the fill or fill slope surface so that representative results are obtained.

E. At least twenty percent of the field density tests taken shall be located within three feet of the final slope location and at least one density test shall be taken within the outer twelve inches of finished slope face for every five thousand square feet of slope area.

F. Locations of field density tests shall be determined by the soil engineer or approved testing agency, but shall be sufficient in both horizontal and vertical placement to provide representative testing of all fill placed.

G. Field density tests shall be performed on the basis of at least one test for one thousand cubic yards of compacted fill and at least one test for each two feet of fill thickness.

H. Testing in areas of critical nature or special emphasis shall be in addition to a network of representative sampling. Where lower density and very high potential expansion characteristics

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exist, as determined by the soil engineer, lesser compaction may be granted by the ~~city engineer~~City Engineer upon justification and recommendation by the soil engineer.

1. Testing for expansive soil sufficient for each building pad shall be performed on soil within three feet of the finish grade of any land development intended or designed as a location for a building. (~~Ord. 371 § 1, 2008~~)

18.08.790 Engineering geologist—Responsibilities.

The engineering geologist's area of responsibility shall include, but not be limited to, professional inspection and approval of the stability of cut slopes with respect to geological matters, and the need for subdrains or other groundwater drainage devices. The engineering geologist shall report his/her findings to the soil engineer for engineering analysis. (~~Ord. 371 § 1, 2008~~)

18.08.800 Required inspections.

The following inspections by the city shall be required of the items of work listed, at the stage or time indicated. The permittee shall notify the ~~city engineer~~City Engineer at least one working day ahead of the time the work will be ready.

A. Excavation and Fill.

1. Canyon cleanout: after all brush and unsuitable material have been removed and an acceptable base has been exposed, but before any fill is placed;

2. Toe bench and key: after the natural ground or bedrock is exposed and prepared to receive fill, but before fill is placed;

3. Over-excavation: after the area has been excavated but before fill is placed;

4. Excavation: after the excavation is started, but before the vertical depth of the excavation;

5. Fill: after the fill has started, but before the vertical height of the fill exceeds ten feet and every ten-foot interval thereafter.

B. Concrete or Guniting Drainage Devices.

1. Cross gutter:

a. Subgrade: after the subgrade is prepared and required reinforcement placed,

b. Concrete during concrete placement;

2. Curb and gutter (private property):

a. Subgrade: after subgrade is made, forms in place, with required reinforcement,

b. Concrete: during concrete placement;

3. Terrace drains, down drains, brow ditches and all over-paved drainage devices:

a. Subgrade: after grade is made but prior to placement of welded wire mesh or reinforcing steel,

b. Reinforcement: after thickness control wire and reinforcing steel or welded wire are in place,

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c. Concrete: during concrete or gunite placement.

C. Drainage Devices other than Concrete or Gunite.

1. Subdrains:

a. After excavation but prior to placement of filter material and pipe. The subdrain pipe and filter material shall be on-site for inspection,

b. After filter material and subdrain have been placed but prior to covering with backfill;

2. Storm drains and inlets:

a. After placement of storm drains, but prior to covering with backfill;

b. After placement of inlet forms but prior to pouring concrete;

3. Earth swales: prior to rough grading approval.

D. Rough Grading. An inspection will be made when all rough grading has been completed. This inspection may be called for at the completion of rough grading after the ~~city engineer~~City Engineer has reviewed and approved the required reports and the civil engineer has submitted the written report required by Section 18.08.830(A)(1)(c) indicating substantial conformance to line and grade.

A building permit will not be issued until rough grading has been approved and receipt of the final soils report required by Section 18.08.830(A)(2)(a) and the report required by Section 18.08.830(A)(2)(d).

E. Irrigation.

1. Pipe Lines and Control Valves. During installation of main and lateral lines, inspections shall be made to assure continuous support of all pipe, properly assembled fittings and valve installation, as well as proper backfill procedures.

2. Coverage Test. When the irrigation system is completed, a coverage test shall be performed in the presence of the ~~city engineer~~City Engineer or appointed inspector.

F. Planting.

1. General Soil Preparation. After the finish grade has been established and appropriate drainage is accomplished, incorporation of amendments shall be inspected. Amendment material shall be approved prior to import. Material invoices and/or licensed weighmaster's certificates may be required.

2. Plant Pit Preparation. During the preparation of all plant pits, inspections shall confirm standard procedures are followed to maximize the promotion of healthy root development. Material invoices may be required.

3. Staking and/or Guying Procedures. Upon completion of planting, all nursery stakes directed to be removed, and proper staking and/or guying practices shall be accomplished. Inspection of procedures will confirm compliance.

G. Erosion Control ~~Facilities~~Measures (~~Rainy season: October 15th through April 15th~~).

1. After excavation of desilting basins but prior to fill placement, prefabricated devices are to be available on-site for inspection;

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2. After fill placement for desilting basins but prior to placement of concrete or other non-erosive materials;

3. After completion of an erosion control system in accordance with an approved erosion control plan and the requirements of the ~~city engineer~~ City Engineer.

H. Final Inspection. A final inspection by the city shall be made when all work including installation of all drainage structures, irrigation, slope planting and other protective devices, has been completed and all written professional approvals, certifications and the required reports and as-graded drawings have been submitted. ~~(Ord. 371 § 1, 2008)~~

18.08.810 Notification of noncompliance.

If, in the course of fulfilling responsibility under this chapter, the ~~city engineer~~ City Engineer, the soil engineer, the engineering geologist, or the testing agency finds that the land development work is not being performed in accordance with approved plans, specifications or this chapter, the discrepancies shall be reported immediately in writing to the grading contractor, the property owner, and the ~~city engineer~~ City Engineer. Recommendations for corrective measures shall be submitted for approval by the ~~city engineer~~ City Engineer. ~~(Ord. 371 § 1, 2008)~~

18.08.820 Stopping and correction of work.

A. Whenever the ~~city engineer~~ City Engineer determines that any work does not comply with the terms of a permit, or this chapter, or that the soil or other conditions are not as stated on the permit, or that work is being improperly, or in a hazardous manner, he or she may order the work stopped by notice in writing served on any persons engaged in doing or causing of such work to be done, and any such persons shall forthwith stop such work until authorized by the ~~city engineer~~ City Engineer to proceed with the work. See also Section 18.08.600 of this chapter for related provisions.

B. Whenever any work on which city inspections are required is covered or concealed by additional work without first having been inspected, the ~~city engineer~~ City Engineer may require, by written notice, that such work be exposed for examination. The work of exposing and recovering shall not entail or be subject to expense by the city.

C. If the ~~city engineer~~ City Engineer finds the soil or other conditions not as stated in the approved plans and geotechnical reports or in additional information which was required for issuance of the grading permit, he or she may issue a stop work order until approval is obtained for a revised grading plan which will conform to the conditions existing at the site.

D. Work may be resumed and the stop order shall be rescinded upon the ~~city engineer~~ City Engineer's determination that conditions have changed, corrections have been made, or the cause or actions which required a stop order have been acceptably remedied or alleviated to his or her satisfaction. ~~(Ord. 371 § 1, 2008)~~

18.08.830 Completion of work.

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A. Final Reports. Upon completion of the rough grading work or at the final completion of the land development work under the grading permit, but prior to approval of the grading securities or issuance of a notice of completion or certificate of use and occupancy:

1. The responsible civil engineer shall submit to the ~~city engineer~~ City Engineer:

a. A certification letter stating that the grading was done per the approved plan or an as-graded version of the grading plan (as-graded drawings) prepared, signed and dated by the responsible civil engineer which shall include original and "as-graded" ground surface elevations, pad elevations, slope ratios, and elevations and locations of all surface and subsurface drainage facilities, location and scaled sections of all buttress/stabilization and fills, subdrains and general location and depth of all areas of removal of unsuitable soil.

b. The as-graded drawings submitted by civil engineer shall include the landscape and irrigation sheets of grading plan showing the as-built landscape and irrigation works. The civil engineer shall work directly with the landscape architect to complete these as-built drawings.

c. Prior to issuance of a building permit, a written statement (rough grading report) signed by the civil engineer reporting that the site is rough graded in conformance with the approved grading plan, as modified or amended by any construction changes approved by the ~~city engineer~~ City Engineer, and which specifically states the following items were performed under his or her supervision, and are shown correctly on the as-graded drawings:

i. Staking of line and grade for all engineered drainage devices and retaining walls (rough and final grading);

ii. Staking of property corners for proper building and slope location (rough grading);

iii. Location of permanent walls or structure on property corners or property lines;

iv. Location and slope ratio of all manufactured slopes;

v. Construction of earthen berms and positive building pad drainage.

2. The soil engineer shall submit to the ~~city engineer~~ City Engineer:

a. A final soils engineering report prepared by the soil engineer, including type of field testing performed, compaction reports, suitability of utility trench and retaining wall backfill, summaries of field and laboratory tests and other substantiating data, and comments on any changes made during grading and their effect on the recommendations made in the preliminary soils engineering report. Each field density test shall be identified, located on a plan or map, the elevation of the test, and the test method of obtaining the in-place density described; either ASTM D1556-78 or the approved equal shall be so noted; daily reports from the soils tech should be included;

b. Written approval as to the adequacy of the site for the intended use as affected by geologic factors, a statement of compliance to finish slope heights and gradients, and when required by the ~~city engineer~~ City Engineer, shall submit an as-graded geologic map;

c. The utility line backfill report required by Section 18.08.610(J);

d. A final geological report or certification by a certified engineering geologist indicating that all geologic problems identified in the engineering geological report have been addressed.

B. Notification of Completion and Certificate of Completion. The permit holder or agent shall notify the ~~city engineer~~ City Engineer when the grading operation is ready for final inspection. Final approval shall not be given until all work, including installation of all drainage

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facilities and their protective devices, required irrigation system installed protective devices, required planting, and all erosion control measures have been completed in accordance with the final approved grading plan and the as-graded drawings, required reports and statements of compliance consistent with this section and Chapter 18.44 have been submitted. (~~Ord. 387 § 3, 2010; Ord. 371 § 1, 2008~~)

18.08.840 Violation—Misdemeanor.

Any person, firm or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor. Each such person, firm or corporation shall be deemed guilty of a separate offense for every day during any portion of which any violations of any provisions of this chapter are permitted, continued or committed by such person, firm or corporation and shall be punishable therefor as provided in Chapter 1.12 of this code. (~~Ord. 371 § 1, 2008~~)

18.08.850 Violations—Public nuisance.

Notwithstanding the provisions of this chapter, any grading done contrary to the provisions of the chapter is also a public nuisance. Upon order of the city council, the city attorney is authorized to commence necessary proceedings provided by local or state law to abate, remove and/or enjoin such public nuisance. Any grading done without graders first having obtained a grading permit thereof, regardless of whether such failure is due to neglect or refusal, shall be prima facie evidence that a public nuisance has been committed. To implement this section, the city attorney may proceed as in a civil or criminal penalty procedure. The civil remedy may be before a court within the local jurisdiction of the city or may be an adjudicatory hearing before the city council. (~~Ord. 371 § 1, 2008~~)

18.08.860 Denial of further permits.

Notwithstanding the provisions of Sections 18.08.830 and 18.08.840, any grading done contrary to the provisions of this chapter shall result in denying issuance of any further permits involving development and use of the property up to a maximum of three years. In addition, depending on the time required to resolve the grading violation, the city may record with the court recorder, notice of grading violation and denial of issuance of any further permits. (~~Ord. 371 § 1, 2008~~)

18.08.870 Lot grading—Responsibility of permittee—Protection of adjacent property.

A. For all public watercourses, the applicant shall grant or cause to be granted to the city, at the ~~city engineer~~ City Engineer's discretion, a drainage easement (riparian buffers and corridors) in accordance with the requirements of the ~~city engineer~~ City Engineer prior to the issuance of a grading permit, or prior to the approval of a grading plan.

B. For all private watercourses, including brow ditches, where the continuous functioning of the drainage way is essential to the protection and use of multiple properties, a covenant, a maintenance agreement and/or deed restriction shall be recorded by the applicant, placing the responsibility for the maintenance of the drainage way(s) on the property owners of record of

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each respective lot affected. Permanent off-site drainage or flowage easements, as required by the ~~city engineer~~City Engineer, shall be acquired by the applicant. Such easements shall be subject to approval by the ~~city engineer~~City Engineer and recorded prior to approval of the grading plan, or issuance of a grading permit.

C. No man-made dams, ponds, diversions, flow decelerators or excessive vegetation shall be placed, allowed to be placed, or allowed to grow within the property subject to an approved grading plan, or a grading permit, without suitable provisions, as approved by the ~~city engineer~~City Engineer, for maintenance. Erosion or siltation as a result of these features shall be the sole responsibility of the property owner.

D. The permittee has the right to the proper discharge of natural drainage, within the provisions of this division, into natural drainage courses. The quantity of peak runoff shall be limited to the quantity of peak runoff of predevelopment conditions. This includes the right to discharge, within natural basins, runoff due to decrease of permeability of the property from grading operations, landscaping, and the construction of improvements and to discharge a reasonable silt load in this runoff comparable to the historic, predevelopment condition. (~~Ord. 371 § 1, 2008~~)

18.08.880 Establishment of permanent vegetation.

A. The face of all cut and fill slopes, in excess of three feet in vertical height, but only final slopes of any borrow pit, shall be planted and maintained with a ground cover or other planting to protect the slopes against erosion and instability. Planting shall commence as soon as slopes are completed on any portion of the site and shall be established upon all slopes prior to the final approval of the grading. In order to minimize the period during which a cut or filled surface remains exposed, such planting shall provide for rapid short-term coverage of the slope as well as long-term permanent coverage. Planting materials and procedures shall conform to regulations adopted by the ~~city engineer~~City Engineer. Other plant materials as specified by a landscape architect may be approved by the ~~city engineer~~City Engineer. The permittee shall maintain such planting until it is well established as determined by the ~~city engineer~~City Engineer.

B. Minimum Requirements. In addition to planting with ground cover, slopes in excess of fifteen feet in vertical height shall be planted with shrubs in two and one-quarter inch pots or trees having a one gallon minimum size at ten feet on center in both directions on the slope. The plant and planting pattern, but not the quantity, may be varied upon the recommendation of landscape architect and approval by the ~~city engineer~~City Engineer.

C. Where cut slopes are not subject to erosion due to their rocky character or where the slopes are protected with pneumatically applied concrete mortar or otherwise treated to protect against erosion and instability to the satisfaction of the ~~city engineer~~City Engineer, the requirement of this section may be waived by the ~~city engineer~~City Engineer. (~~Ord. 371 § 1, 2008~~)

18.08.890 Preservation of natural hydrologic features, riparian buffers and corridors.

All natural hydrologic features and riparian buffer zones and corridors must be preserved to eliminate or minimize runoff from construction sites. Polluted runoff generated in construction

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sites should be treated to maximum extent practicable prior to discharge into the said features. (~~Ord. 371 § 1, 2008~~)

18.08.900 General construction permit requirements.

A. Dischargers required to comply with the Sstate construction general stormwater permit shall maintain on site and make available for inspection on request by the city any state-issued waste discharge identification number (“WWDID”) for the site, and a copy of the notice of intent (“NOI”) filed with the State Water Resources Control Board pursuant to that permit.

B. Dischargers required to prepare a SWPPP under the sState general construction storm water permit must prepare the SWPPP, implement the SWPPP and maintain it at the site, readily available for review. Failure to comply with an applicable state-required SWPPP is a violation of this chapter.

C. Dischargers required to conduct monitoring under the Sstate construction general storm water permit must conduct such monitoring in conformance with requirements specified by the state, retain records of such monitoring on site, and make such records available for inspection by an authorized enforcement official or authorized enforcement staff. (~~Ord. 371 § 1, 2008~~)

18.08.910 Penalties.

A. Administrative Penalties. Administrative penalties may be imposed pursuant to the Lemon Grove Municipal Code. Any later-enacted administrative penalty provision in the code shall also be applicable to violations of this chapter, unless otherwise provided therein.

B. Misdemeanor Penalties. Non-compliance with any part of this chapter may be charged as a misdemeanor and may be enforced and punished as prescribed in the Penal Code and Government Code of the state of California, and the Lemon Grove Municipal Code.

C. Penalties for Infractions. Any violation of this chapter may be charged as an infraction at the discretion of the prosecutor. Infractions may be abated as a nuisance or enforced and punished as prescribed in this code, Penal Code and Government Code of the state of California.

D. For Civil Actions. In addition to other penalties and remedies permitted in this chapter, a violation of this chapter may result in the filing of a civil action by the city. Except where a maximum monetary amount is specified, the following may also be awarded without monetary limitations in any civil action:

1. Injunctive relief;
2. Costs to investigate, inspect, monitor, survey, or litigate;
3. Costs to place or remove soils or erosion control materials, costs to correct any violation, and costs to restore environmental damage or to end any other adverse effects of a violation;
4. Compensatory damages for losses to the city or any other plaintiff caused by violations; and/or restitution to third parties for losses caused by violations;
5. Civil penalties;

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6. Reasonable attorney fees; and
7. Fines assessed against the city by the RWQCB.

As part of a civil action filed by the city to enforce provisions of this chapter, a court may assess a maximum civil penalty in accordance with the general penalty clause as set forth in Section 1.12.010 of this code, or any other penalty adopted by the city, but in any case to be assessed per violation of this chapter for each day during which any violation of any provision of this chapter is committed, continued, permitted or maintained by such person(s).

In determining the amount of any civil liability to be imposed pursuant to this chapter, the court shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, whether any discharge caused the violation is susceptible to cleanup or abatement, and, with respect to the violator, the ability to pay, the effect on ability to continue in business, any voluntary cleanup efforts undertaken, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, and such other matters as justice may require.

E. Penalties and Remedies Not Exclusive. Penalties and remedies under this section may be cumulative and in addition to other administrative, civil or criminal remedies. (~~Ord. 371 § 1, 2008~~)

Attachment A

Exhibit 2

Stormwater Best Management Practices Manual

City of Lemon Grove

Stormwater Best Management Practices Manual



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1 Introduction

1.1 Stormwater Best Management Practices (BMPs) Manual

This Stormwater BMP Manual (Manual) is to be used in conjunction with the City of Lemon Grove (City) Stormwater Management and Discharge Control Ordinance (Stormwater Ordinance), codified as Lemon Grove Municipal Code (LGMC) Chapter 8.48, and the water quality protection provisions of the Excavation and Grading Ordinance, codified as LGMC Chapter 18.08. This Manual is not a stand-alone document, but must be read in conjunction with other parts of the Stormwater Ordinance and the Grading and Excavation Ordinance (collectively, "Ordinances"). In general, this Manual sets out in more detail, by project category, what Dischargers must do to comply with the Ordinances and to receive permits for projects and activities that are subject to the Ordinances. The Manual and the Ordinances have been prepared to provide the City with the legal authority necessary to comply with the requirements of San Diego Regional Water Quality Control Board (RWQCB) Order No. R9-2013-0001, as amended by Order No. R9-2015-0001 (Municipal Permit).

1.2 Purposes

The purposes of this Manual are to establish clear minimum stormwater management requirements and controls, and to support the following objectives stated in Section 8.48.010 of the Stormwater Ordinance:

- To establish requirements for discharges into the MS4, receiving waters, and the environment;
- To protect, to the maximum extent practicable (MEP), life, property, receiving waters, aquatic life, and the environment from loss, injury, degradation, or damage by discharges from within the City's jurisdiction;
- To protect the MS4 from damage; and
- To meet the requirements of state and federal law and the MS4 Permit.

1.3 BMP Manual Document Outline

Section 1, Introduction, provides a brief discussion of the intended use and purpose of the Manual, and includes the document outline.

Section 2, BMP Requirements, presents the minimum BMP requirements for construction sites; post-construction sites; industrial, commercial and municipal sites/sources; and residential sites/sources.

Section 3, Enforcement Response Plan, presents enforcement actions performed by the City that address Stormwater Ordinance violations by different types of entities.

2 Minimum BMP Requirements

The City’s minimum BMP requirements for construction sites; post-construction sites; industrial, commercial and municipal facilities; and residential properties are described in this section. Wherever BMP requirements reference “where applicable,” “where feasible,” or similar terms that involve discretion, the final determination shall be made by the Authorized Enforcement Official. Lemon Grove Municipal Code Chapter 8.48 defines “Authorized Enforcement Official” as follows: “the City Manager of the City of Lemon Grove or any designee of the City Manager of the City of Lemon Grove who is responsible for enforcing the provisions of this chapter, including but not limited to, the directors, their management staff and designees.” References to “CASQA Factsheets” refer to factsheets in manuals prepared by the California Stormwater Quality Association (CASQA). CASQA materials can be accessed at www.casqa.org. Some materials are available for free, and others require paying for access.

2.1 Construction

Table 1 below presents the minimum BMPs required for construction sites within the City’s jurisdiction. Types of BMPs include project planning, erosion control, sediment control, good site management (“housekeeping”), and non-stormwater management. Following Table 1 are additional BMP requirements for sediment and erosion control, maximum disturbed area and advanced treatment methods.

Table 1. Minimum BMPs for Construction Sites¹

BMP Type	Minimum Required BMPs ²	CASQA Factsheet
Project Planning	Preservation of existing vegetation	EC-2
	Minimization of areas that are cleared and graded to only the portion of the site that is necessary for construction	-
	Minimization of exposure time of disturbed soil areas (with a maximum area of 17 acres or to the alternate maximum area approved by the City in writing)	EC-1
	Minimization of grading during the wet season and correlation of grading with seasonal dry weather periods to the extent feasible	EC-1

¹ Construction sites that are subject to the State Water Resources Control Board’s (SWRCB) Construction General Permit (Order No. 2012-0006-DWQ) (CGP) must also adhere to the BMP requirements of the CGP. The minimum BMPs listed within this section are required for all construction sites within the City’s jurisdiction, unless otherwise stated. Some requirements may only apply to sites required to obtain a City grading permit.

² All BMPs in this table must be implemented, where applicable. For categories of BMPs marked as “(select at least one),” the responsible party is not required to implement all BMPs in the category but must implement at least one of the BMPs in the category.

Table 1. Minimum BMPs for Construction Sites (Continued)

BMP Type	Minimum Required BMPs ²	CASQA Factsheet
Erosion Control	Temporary stabilization and permanent re-vegetation or landscaping as early as feasible	EC-1
	Preservation of existing vegetation	EC-2
	Physical Stabilization (select at least one) <ul style="list-style-type: none"> • Hydraulic Mulch • Hydroseeding • Soil Binders • Straw Mulch • Geotextiles, Plastic Covers, and Erosion Control Blankets/Mats 	EC-3 EC-4 EC-5 EC-6 EC-7 EC-8
	Site Drainage (select at least one) <ul style="list-style-type: none"> • Earth Dikes/Drainage Swales • Energy Dissipater/Outlet Protection • Slope Drains 	EC-9 EC-10 EC-11
	Sediment Control	Perimeter Protection (select at least one) <ul style="list-style-type: none"> • Silt Fence • Gravel Bag Berm • Fiber Rolls
Sediment Capture (select at least one) <ul style="list-style-type: none"> • Sediment/Desilting Basin³ • Storm Drain Inlet Protection • Sediment Trap • Gravel Bag Barrier • Straw Barrier 		SE-2 SE-10 SE-3 SE-8 SE-9
Sediment Tracking <ul style="list-style-type: none"> • Stabilized Construction Entrance/Exit • Construction Road Stabilization • Entrance/Exit Tire Wash • Street Sweeping 		TC-1 TC-2 TC-3 SC-7
Good Site Management, "Housekeeping"	Vehicle and Equipment Management <ul style="list-style-type: none"> • Cleaning • Fueling • Maintenance 	NS-8 NS-9 NS-10
	Materials Management <ul style="list-style-type: none"> • Material Delivery and Storage • Material Use • Stockpile Management • Spill Prevention and Control 	WM-1 WM-2 WM-3 WM-4

³ Desilting basins must be designed in accordance with CASQA standards, or other recognized standard approved by the City Engineer. If the project is one acre or greater, the de-silting basin must be designed in accordance with the current CGP.

Table 1. Minimum BMPs for Construction Sites (Continued)

BMP Type	Minimum Required BMPs ²	CASQA Factsheet
	Waste Management <ul style="list-style-type: none"> • Solid Waste • Hazardous Waste • Contaminated Soil • Concrete Waste • Sanitary Waste • Liquid Waste 	WM-5 WM-6 WM-7 WM-8 WM-9 WM-10
Non-Stormwater Management	<ul style="list-style-type: none"> • Water Conservation Practices • Dewatering Operations • Paving and Grinding • Potable Water/Irrigation and Flushing 	NS-1 NS-2 NS-3 NS-7

2.1.1 Additional Erosion and Sediment Control Requirements

In addition to the minimum BMPs listed in Table 1, construction projects are also required to comply with the following requirements:

1. The faces of cut-and-fill slopes and the project site shall be prepared and maintained to control against erosion. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted upon approval of the City Engineer.
2. Where necessary, temporary and/or permanent erosion control devices such as desilting basins, check dams, cribbing, riprap, or other devices or methods as approved by the City Engineer, shall be employed to control erosion, prevent discharge of sediment, and provide safety.
3. Temporary desilting basins constructed of compacted earth shall be compacted to a relative compaction of ninety percent of maximum density. A gravel bag or plastic spillway must be installed for overflow, as designed by the engineer of work, to avoid failure of the earthen dam. A soils engineering report prepared by the soils engineer, including the type of field-testing performed, location and results of testing shall be submitted to the City Engineer for approval upon completion of the desilting basins.
4. Desilting facilities shall be provided at drainage outlets from the graded site, and shall be designed to provide a desilting capacity capable of containing the anticipated runoff for a period of time adequate to allow reasonable settlement of suspended particles.
5. Desilting basins shall be constructed around the perimeter of projects, whenever feasible, and shall provide improved maintenance access from paved roads during wet weather. Grading cost estimates must include maintenance and ultimate removal costs for temporary desilting basins.

6. The erosion control provisions shall take into account drainage patterns during the current and future phases of grading.
7. An approved “weather triggered” response plan is mandated for implementation in the event that a predicted storm event has a fifty percent chance of rain. The proponent must have the capacity to deploy the standby BMPs within forty-eight hours of the predicted storm event;
8. All removable protective devices shown shall be in place at the end of each working day when there is a fifty percent chance of rain within a forty-eight hour period. If the developer does not provide the required installation or maintenance of erosion control structures within two hours of notification at the twenty-four hour number on the plans, the City Engineer may order city crews to do the work or may issue contracts for such work and charge the cost of this work along with reasonable overhead charges to the cash deposits or other instruments implemented for this work without further notification to the owner. No additional work on the project except erosion control work may be performed until the full amount drawn from the deposit is restored by the developer.
9. At any time of year, an inactive site shall be fully protected from erosion and discharges of sediment. Flat areas with less than five percent grade shall be fully covered unless sediment control is provided through desiltation basins at all project discharge points. A site is considered inactive if construction activities have ceased for a period of 14 or more consecutive days.

2.1.2 Maximum Disturbed Area for Erosion Controls

Cleared or graded areas left exposed at any given time are limited to the amount of acreage that the discharger can adequately protect prior to a predicted storm event or 17 acres, whichever is smaller, unless the disturbance of a larger area is approved in writing by the City Engineer. In the event that a discharger requests approval to disturb an area greater than 17 acres, the discharger shall first submit to the City Engineer written documentation describing how it ensures that it reduces discharges of pollutants to the maximum extent practicable and prevents discharges of pollutants that would cause or contribute to violations of water quality standards despite the larger disturbed area.

2.1.3 Advanced Treatment Methods

For the majority of the construction sites within the City’s jurisdiction, the minimum required BMPs, if correctly installed and maintained, should adequately control sediment discharges from the site. However, if it is determined that a site possesses characteristics that could result in standard construction BMPs being ineffective in the treatment of sediment, thus resulting in an exceptional threat to water quality (TTWQ), advanced treatment will be required. A site is considered to be an exceptional TTWQ if it meets ALL of the following criteria:

- The site, or a portion of the site, is located within or adjacent to (within 200 feet) a receiving water body listed on the Clean Water Act Section 303(d) List of Water Quality Limited Segments as impaired for sedimentation or turbidity;
- Disturbance is greater than five acres, including all phases of the development;
- Disturbed slopes are steeper than 4:1 (horizontal: vertical) and higher than 10 feet that drain toward the 303(d) listed receiving water body;
- Contains a predominance of soils with U.S. Department of Agriculture – Natural Resources Conservation Service Erosion factors *K* greater than or equal to 0.4.

Alternatively, applicants may perform a Revised Universal Soil Loss Equation or Modified Universal Soil Loss Equation analysis to prove to the City Engineer’s satisfaction that advanced treatment is not required.

Treatment effluent water quality shall meet or exceed the water quality objectives for turbidity and any other parameter deemed necessary by the City as listed in the *Water Quality Control Plan for the San Diego Basin for Inland Surface Water and Lagoons and Estuaries (2007)* for the appropriate hydrologic unit.

Additionally, the City may require advanced treatment for sites that have a record of noncompliance with the City’s construction BMP requirements, regardless of if they meet the above criteria. For projects where advance treatment is required, the applicant must submit the design, operations and maintenance schedule, monitoring plan, and certification of training of staff to the satisfaction of the City.

2.2 Post-Construction

This section includes post-construction minimum BMP requirements. These BMPs include, but are not limited to, site design, source control, and treatment control BMPs.

2.2.1 Notice Regarding Upcoming Changes to Requirements

The City will be adopting updated post-construction BMP requirements for development projects to meet the requirements of the Municipal Permit. Those new requirements are anticipated to go into effect in December 2015. All projects that do not have prior lawful approval at the time the new requirements become effective must be designed to meet the new requirements. Portions of a plan that, at the time a complete application is submitted, is subject to further environmental review pursuant to Section 15162 of the California Environmental Quality Act, are considered not to have prior lawful approval. Please consult with City Engineering staff if you believe your project may be subject to the new requirements.

2.2.2 Current Requirements

The following post-construction minimum BMPs are required for all land development and redevelopment projects. For projects that are Priority Development Projects (PDPs), as defined in LGMC Chapter 8.52, the requirements of Chapter 8.52 must also be met.

Whether a permit or approval is required or not, and whether a post-construction stormwater management plan is required to be submitted or not, all dischargers engaged in land development or significant redevelopment activities in the City shall implement post-construction BMPs in the following areas if applicable to the project:

1. BMPs for permanent control of erosion from slopes. These BMPs can include structures to convey runoff safely from the tops of slopes, vegetation or alternative stabilization of all disturbed slopes, the use of natural drainage systems to the MEP, flow and velocity controls upstream of sites; and stabilization or permanent channel crossings, unless the crossing is not publicly accessible and is not frequently used.
2. BMPs to control flows, velocity and erosion. These BMPs can include but are not limited to the use of energy dissipaters, such as riprap, at the outlets of storm drains, culverts, conduits or lined channels that enter unlined channels to minimize erosion; installation of retention or equalization basins, or other measures. Flow control and downstream erosion protection measures shall prevent any significant increase in downstream erosion as a result of the new development, but shall not prevent flows needed to sustain downstream riparian habitats or wetlands.
3. Pollution prevention and source control BMPs, to minimize the release of pollutants into stormwater.
4. Site design BMPs, such as impervious surface minimization; and appropriate use of buffer areas to protect natural water bodies.
5. Site planning BMPs, such as siting and clustering of development to conserve natural areas to the extent practicable.
6. The installation of storm drain tiles or concrete stamping, and appropriate signage to discourage illegal discharges.
7. BMPs for trash storage and disposal and materials storage areas.
8. Structural BMPs to treat and/or to infiltrate stormwater where a development project would otherwise cause or contribute to a violation of water quality standards in receiving waters. Offsite structural BMPs may be used for treatment and infiltration necessary to meet water quality standards only if the conveyance of runoff to those facilities prior to treatment will not cause or contribute to an exceedance of water quality standards, or deprive wetlands or riparian habitats of needed flows. Offsite facilities shall not substitute for the use of any onsite source control BMPs required by this BMP Manual.
9. When an infiltration BMP is used, related BMPs set out in this BMP Manual (including but not limited to siting constraints), to protect present uses of groundwater, and future uses of that groundwater as currently designated in the applicable RWQCB basin plan.

(Discharges to infiltration BMPs may also require an RWQCB permit, and additional State requirements may also be applicable to these discharges).

10. Other applicable BMPs required by the manual.
11. Natural BMPs, such as constructed wetlands, grassed swales, biofilters, wet ponds, and vegetated filter strips, shall be utilized whenever practicable for post-construction BMPs that are proposed by a discharger.

2.3 Industrial, Commercial and Municipal

Table 2 below presents the minimum required BMPs for industrial, commercial and municipal sites and sources. BMP categories include Discharge Control, Erosion and Sediment Control, Good Housekeeping, Material Storage and Handling, Pesticide and Fertilizer Management, Outdoor Work Areas, Spill Prevention and Response, and Waste Management.

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
Discharge Control			
1	Eliminate illegal connections to the storm drain system.	Illegal connections are man-made physical connections to the storm drain system that convey an illegal discharge. Find and abate all illegal connections to the storm drain system through properly approved procedures, permits, and protocols.	SC-10, SC-44
2	Eliminate illegal non-stormwater discharges.	Non-stormwater (water other than rain) shall not be discharged to the City of Lemon Grove's (City) storm drain system. To eliminate illegal discharges, do not allow any solid or liquid material except uncontaminated stormwater to enter City storm drains, curb gutters along City streets, or any other part of the City's storm drain system. Non-stormwater discharged to the storm drain system as a result of emergency or non-emergency ⁴ firefighting activities, both emergency and non-emergency activities, is considered an illegal discharge if the City or the Regional Water Quality Control Board, San Diego region (RWQCB) identifies the discharge as a significant source of pollutants to receiving waters. Other limited exceptions may apply.	SC-10, SC-11, SC-44

⁴ During emergency situations, priority of fire fighting efforts is directed toward life, property, and the environment (in descending order). The City's minimum BMPs should be implemented when feasible, but should not interfere with immediate emergency response operations or impact public health and safety.

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
3	Properly dispose of process and wash water.	All process water and wash water shall be contained, captured, and reused, or properly disposed of to the sanitary sewer, an appropriate waste hauler, or to landscaping or other pervious surfaces.	SC-10, SC-41 ⁵
4	Eliminate the discharge of vehicle and equipment wash water.	<p>This BMP is applicable to all industrial, commercial, and municipal facilities and activities, regardless of whether the activity is conducted by the facility owner/operator, lessee, contractor, or other persons. Water associated with washing activities shall not be allowed to enter City storm drains, curbs and gutters, or any other part of the City's storm drain system. When washing is conducted outside permanent designated wash areas, all wash water must be contained, captured, and disposed of appropriately.</p> <p>Designated washing areas may consist of a container, a berm, or a liner to collect and contain liquids and prevent runoff. Use of a control nozzle or similar mechanism is required to maximize control over the quantity of water used. Allowing contained water to evaporate is an acceptable method of disposal only if any remaining residue is removed to prevent future pollutant discharges. Captured wash water may be disposed through the sanitary sewer system with the approval of the Lemon Grove Sanitation District. Contact the Lemon Grove Sanitation District at (619) 825-3810 for approval of any discharges to the sanitary sewer system; businesses are responsible for obtaining necessary permits. Wash water containing oil, paint, or other hazardous waste should be disposed of properly in accordance with applicable regulations.</p> <p>If only biodegradable soaps and uncontaminated water are used, wash water may be directed to onsite landscaped or pervious area(s) to infiltrate or evaporate, without resulting in erosion or runoff to the storm drain system or any adjacent property. This can be accomplished by washing the vehicle on a landscaped area or using a berm to direct wash water to a landscaped area.</p>	SC-10, SC-21

⁵ Factsheet SC-41 - Building & Grounds Maintenance, states (in regards to pressure washing), "If soaps or detergents are not used, and the surrounding area is paved, wash runoff does not have to be collected but must be screened. Pressure washers must use filter fabric or some other type of screen on the ground and/or in the catch basin to trap the particles in wash water runoff." Non-stormwater discharges of this nature, even if filtered, are not allowed to enter the storm drain system. Wash water must be contained, collected, and disposed of properly.

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
5	Properly dispose of water from fire sprinkler maintenance activities.	Fire sprinkler system discharges containing corrosion inhibitors, fire suppressants, or antifreeze shall be disposed through the sanitary sewer system, not the storm drain system. Fire sprinkler system discharges without corrosion inhibitors, fire suppressants, or antifreeze shall be disposed through the sanitary sewer, if practicable. When not practicable to discharge to the sanitary sewer system due to the presence of prohibited contaminants, the water shall be collected and disposed of by an appropriately certified party. When not practicable to discharge to the sanitary sewer system for reasons other than the presence of prohibited contaminants, the water shall not be discharged unless adequate precautions have been taken to prevent the transport of pollutants to the storm drain system.	SC-10, SC-41
6	Eliminate irrigation runoff.	Irrigation runoff to the storm drain system shall be eliminated through proper landscape maintenance and watering practices. All irrigation water and associated pollutants from nurseries, garden centers, and similar facilities shall be prevented from reaching City storm drains, curb gutters along City streets, or any other part of the City's storm drain system.	SC-10 ⁶ , SC-41
7	Properly dispose of discharges from swimming pools, spas, fountains, reflective pools, ponds, and filter backwash.	Swimming pool, spa, fountain, reflective pool, pond, and filter backwash water shall be properly disposed of to prevent pollutants from entering the storm drain system. Discharges from swimming pools and spas to the storm drain system are allowed only if the water is dechlorinated, has a pH level in the 7-8 range, is within ambient temperature, has no algae or suspended solids, and is not saline. Other discharges, such as from filter backwash, fountains, reflective pools, ponds, saline swimming pools, or other sources, are prohibited from entering the storm drain system.	SC-10, BG-63 ⁷

⁶ Factsheet SC-10 – Non-Stormwater Discharges states that “landscape irrigation drainage and landscape watering” may be discharged to the storm drain with conditions; however, in accordance with the Municipal Permit and the City’s Stormwater Ordinance, no irrigation runoff may be discharged to the City’s storm drain system.

⁷ Factsheet BG-63 – Mobile Cleaning – Swimming Pools & Spas states that discharges from swimming pools and spas to the storm drain system are not permitted; however, discharges of this nature are permitted if the conditions described in BMP 7 are met.

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
8	Control air conditioning condensation discharges.	<p>Air conditioning condensation discharges shall be controlled from reaching City storm drains, curb gutters along City streets, or any other part of the City's storm drain system and are prohibited from entering the City's storm drain system unless the following BMPs are followed in order.</p> <ol style="list-style-type: none"> 1. Air conditioning condensation should be directed to the sanitary sewer if allowed. Contact the Development Services' Building Division at (619) 825-3847 to obtain a building permit to direct the condensation to the sanitary sewer system. 2. Air conditioning condensation discharges should be directed to onsite landscaped or pervious area to infiltrate or evaporate, without resulting in erosion or runoff to the storm drain system or any adjacent property. Directing discharges to landscaping close to a building foundation is not recommended. 3. If the above BMP options are not feasible AND the discharge does not contain pollutants exceeding the California Toxics Rule (CTR), air conditioning condensation may enter the City storm drain system. 	SC-10, SC-42
9	Eliminate floor mat cleaning discharges.	Floor mats shall be cleaned in a manner such that there is no discharge to City storm drains, curb gutters along City streets, or any other part of the City's storm drain system. Indoor wash areas, mop sinks, or indoor floor drains may be designated as wash areas for floor mats if these areas drain to the sanitary sewer system.	SC-10, SC-21
10	Eliminate pumped groundwater, foundation, and footing drain discharges.	Pumped groundwater, including water from crawl space pumps is prohibited unless a separate National Pollutant Discharge Elimination System (NPDES) permit has been obtained to cover the discharge, or the RWQCB has determined in writing that no permit is needed. Discharges from foundation and footing drains that are at or below the groundwater table are also prohibited, unless covered by an NPDES permit, or the RWQCB has determined in writing that no permit is needed.	SC-10
11	Regularly clean and maintain structural BMPs, including LID installations, to ensure proper performance.	BMPs implemented, including Low Impact Development (LID) and other structural BMPs, must be inspected as often as necessary to ensure they perform as intended and properly operated and maintained. All installed LID or structural BMPs shall be inspected at a minimum of once annually for proper function and maintained to confirm the BMP is serving the purpose for which it was intended. BMPs must also be maintained in accordance with recorded maintenance agreements where applicable.	SC-44

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
Erosion and Sediment Control			
12	Protect unpaved areas, including landscaping, from erosion using vegetative or physical stabilization.	Exposed soils that are actively eroding or prone to erosion due to disturbance shall be protected from erosion. Significant accumulations of eroded soil shall be removed or contained to prevent sediment transport in runoff to the storm drain system.	SC-40, SC-42
Good Housekeeping			
13	Regularly clean parking areas.	Paved parking lots, roads, and driveways located on the property shall be cleaned as needed to prevent pollutants from entering the City's storm drain system, including the curb and gutter. Sweeping is the preferred method of cleaning. Wet cleaning methods, such as mopping or power washing, may be substituted for sweeping if all wash water is contained, captured, and disposed of appropriately.	SC-41, SC-43, BG-62 ⁸
14	Implement good housekeeping to keep site free of trash and debris.	Outdoor areas shall be cleaned as needed to keep them free of accumulations of trash, sediment, litter, and other debris.	SC-41
15	Keep storm drain inlets free of sediment, trash, and debris.	Accumulated materials shall be removed from on-site storm drains at least once per year.	SC-44

⁸ Factsheet BG-62 – Mobile Cleaning – Surface Cleaning, states (in regards to pressure washing) that screened, or filtered, wash water can be discharged to a gutter, street, or storm drain. Non-stormwater discharges of this nature, even if filtered, are not allowed to enter the storm drain system, which includes the streets and gutters. Wash water must be contained, collected, and disposed of properly.

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
Material Storage and Handling			
16	Provide and maintain secondary containment to catch spills if storing potential liquid pollutants in outdoor areas.	Drums and other containers shall be kept in good condition and securely closed when not in use. Effective secondary containment shall be provided and maintained for all containers of liquid with the potential to leak or to spill onto outdoor areas to prevent leaks or spills from discharging pollutants to the storm drain system. Secondary containment shall also be provided for all liquids during transport to prevent spills due to leaks or punctures. A variety of methods are available, including but not limited to: containers, curbs, and vendor products. To maintain the effectiveness of secondary containment, regularly remove and appropriately dispose of spills, precipitation, or other liquids that accumulate in the secondary containment. Provide liquid storage containers with covers to prevent precipitation from accumulating in or causing overflows from the secondary containment. If evidence of spills due to inadequate containment is observed, the City enforcement official may specify a minimum required containment capacity. Other applicable regulations may apply to the use of secondary containment, especially for hazardous materials, which are regulated by the County of San Diego Department of Environmental Health.	SC-20, SC-31
17	Cover, contain, and/or elevate materials stored outside that may become a source of pollutants in stormwater or non-stormwater.	Materials stored outdoors shall be covered, contained, and/or elevated to prevent stormwater and non-stormwater from contacting and/or transporting materials and pollutants to the storm drain system. Some examples of cover are roofs, awnings, and tarps. Where coverage is not feasible or is cost prohibitive, alternative approaches such as installing berms around the stored materials, directing runoff to pervious areas, or installing treatment devices may be allowed. Note that installing structural coverage will usually require obtaining permits from the City prior to installation. To determine applicable regulations and whether a permit would be required, contact the Development Services' Building Division at (619) 825-3847.	SC-20, SC-33
18	Properly store and dispose of hazardous materials.	Hazardous materials and wastes shall be stored, managed, and disposed in accordance with federal, state, and local laws and regulations. Hazardous materials and wastes and their primary storage containers shall also be stored such that they will not come into contact with stormwater, even if leaks or spills occur. Hazardous materials and wastes generated by business activities are additionally regulated by the County of San Diego Department of Environmental Health. Disposal of hazardous wastes using an authorized hazardous waste collection service is required. Store hazardous materials and wastes, and their primary storage containers, with sufficient cover and/or containment to prevent contact with stormwater. See BMPs 18 and 19 for additional details regarding storage.	SC-20, SC-31, SC-33

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
Pesticide and Fertilizer Management			
19	Properly manage pesticides and fertilizers.	Pesticides and fertilizers shall be applied in strict accordance with manufacturer's label, as authorized by U.S. Environmental Protection Agency. Chemicals shall be stored safely in covered and contained areas. See BMPs 18 and 19 for additional details regarding storage. Waste products shall be disposed of in accordance with the manufacturer's label and applicable hazardous waste regulations. The use of integrated pest management (IPM) principles is encouraged to reduce or eliminate use of chemicals. For more information about integrated pest management, see the University of California Statewide IPM Program at http://www.ipm.ucdavis.edu .	SC-35, SC-41, BG-40
Outdoor Work Areas			
20	Implement controls to minimize pollution from exposed outdoor work areas.	Activities that may generate pollutants shall be conducted in covered, contained areas, or equivalent measures taken to prevent the discharge of associated pollutants. In order to avoid contaminating stormwater runoff, the following precautions shall be taken as appropriate: (1) move activities indoors;(2) cover areas where outdoor activities are performed, including building canopies; (3) protect areas where outdoor activities are performed from runoff from upstream areas, including building berms; (4) prevent spills or by-products from escaping contained areas; (5) do not conduct outdoor activities that may generate pollutants when it is raining; (6) protect storm drain inlets and ensure adequate spill response materials are readily available; and, (7) thoroughly clean outdoor work areas at least daily to remove accumulated sediment, debris, oil and grease, particulate matter, and other pollutants. Structural treatment devices shall also be installed to remove pollutants from contaminated runoff if source control BMPs are not effective.	SC-20, SC-30, SC-32, SC-34, SC-42
Spill Prevention and Response			
21	Prevent or capture liquid leaks from vehicles or equipment.	Leaking vehicles or equipment shall be repaired promptly. Drip pans or other equivalent means shall be used to capture spills or leaks of oil and other fluids from vehicles awaiting maintenance and during maintenance activities. Captured fluids shall be disposed of in accordance with applicable hazardous materials regulations.	SC-11, SC-22
22	Immediately clean up spills.	Spills shall be cleaned up immediately and prevented from entering the storm drain system. Dry cleaning methods such as the use of rags and absorbents are preferred cleaning methods. Spills that enter a storm drain and cannot be fully recovered shall be reported promptly to the City's Stormdrain Hotline at (619) 825-3827.	SC-11

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
23	Maintain a readily accessible spill cleanup kit that is appropriate for the type of materials stored onsite.	Materials and equipment appropriate for the type and quantity of potential spills shall be kept onsite and with any mobile activities as a spill cleanup kit. Keep cleanup materials in close proximity to locations where spills may occur, with instructions for use clearly displayed.	SC-11, SC-22
24	Drain fluids from inoperable vehicles and store or dispose of appropriately.	Oil, antifreeze, and other fluids shall be drained from inoperable vehicles intended for recycling or long-term storage that are stored outside. Drained fluids shall be disposed of in accordance with applicable hazardous materials regulations.	SC-22
25	Temporarily protect storm drains from non-stormwater discharges while conducting activities that have the potential to result in a discharge.	If activities conducted cannot be fully contained or minor failures in containment would potentially result in discharges of non-stormwater to the storm drain system, temporary measures shall be used to protect storm drains. Any activity-related materials that enter the storm drain system shall be removed promptly and disposed of appropriately (in accordance with other minimum BMPs).	SC-10, SC-44
Waste Management			
26	Keep trash/waste storage areas free of exposed trash, sediment, and debris.	Stored waste shall be protected from contact with stormwater and non-stormwater. Disposal areas for trash and other wastes shall be cleaned as frequently as necessary to keep these areas free of loose trash, litter, debris, liquids, powders, and sediment. Liquid waste, hazardous waste, medical waste, universal waste, and other items prohibited by current regulations shall not be placed in solid waste dumpsters. Dry cleaning methods such as sweeping are preferred. If wet cleaning methods are used, all wash water must be contained, captured, and disposed of appropriately. See BMP 3 for information on appropriate wet cleaning practices.	SC-34, SC-41
27	Protect waste storage areas from contact with stormwater and non-stormwater flows onto the property.	Stored trash and other wastes shall be protected from contact with stormwater and non-stormwater flows. Trash and other wastes shall be contained to prevent transport of trash off site, and to keep surrounding areas and on site storm drains free of trash and other wastes.	SC-34

Table 2. Minimum BMPs for Industrial, Commercial and Municipal Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference
28	Cooking oil waste shall be managed to prevent illegal discharges.	Waste containers for oils, grease, fats, or tallow shall be kept indoors where feasible. Where not feasible, the waste containers shall be kept in a covered, contained area to prevent waste transport in runoff.	SC-34, BG-30
29	Properly store and dispose of green waste.	Green waste shall be properly stored and disposed of such that it will not be transported to the storm drain system by stormwater or non-stormwater runoff.	SC-34, BG-40
30	Manage animal waste and animal washing in a manner that prevents transport of wastes and wash water off-site.	Animals and animal waste shall be managed and stored in a manner that prevents animal waste and wash water from entering the storm drain system. Collect and dispose of animal waste to the trash or the sanitary sewer, as appropriate.	SC-34, BG-10

2.4 Residential

Table 3 below presents the minimum required BMPs for residential sites and sources. BMP categories include Discharge Control, Erosion and Sediment Control, Good Housekeeping, Material Storage and Handling, Pesticide and Fertilizer Management, Spill Prevention and Response, and Waste Management.

Table 3. Minimum BMPs for Residential Sites/Sources⁹

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference ¹⁰
Discharge Control			
1	Eliminate illegal connections to the storm drain system.	Illegal connections are man-made physical connections to the storm drain system that convey an illegal discharge. Find and abate all illegal connections to the storm drain system through properly approved procedures, permits, and protocols.	SC-10, SC-44
2	Eliminate illegal non-stormwater discharges.	Non-stormwater (water other than rain) shall not be discharged to the City's storm drain system. To eliminate illegal discharges, do not allow any solid or liquid material except uncontaminated stormwater to enter City storm drains, curb gutters along city streets, or any other part of the City of Lemon Grove's (City) storm drain system.	SC-10, SC-11, SC-44
3	Properly dispose of wash water.	All process water and wash water shall be contained, captured, and reused, or properly disposed of to the sanitary sewer, an appropriate waste hauler, or to landscaping or other pervious surfaces.	SC-10, SC-41 ¹¹

⁹ To the extent practicable, the City's established minimum BMPs for industrial, commercial, municipal sites/sources shall also be implemented for any industrial/commercial type of activities conducted at a residence where appropriate.

¹⁰ BMP factsheet references are for the CASQA industrial and commercial handbook, which is the newest CASQA handbook covering these types of BMPs as of this writing.

¹¹ Factsheet SC-41 - Building & Grounds Maintenance, states (in regards to pressure washing), "If soaps or detergents are not used, and the surrounding area is paved, wash runoff does not have to be collected but must be screened. Pressure washers must use filter fabric or some other type of screen on the ground and/or in the catch basin to trap the particles in wash water runoff." Non-stormwater discharges of this nature, even if filtered, are not allowed to enter the storm drain system. Wash water must be contained, collected, and disposed of properly.

Table 3. Minimum BMPs for Residential Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference ¹⁰
4	Properly dispose of vehicle and equipment wash water.	Wash water from individual residential vehicle washing shall be directed to landscaped areas or other pervious surfaces, where feasible. Minimizing use of water, detergents, and other vehicle wash products is encouraged. Non-commercial car washes, such as fundraisers and other similar activities, are not considered individual residential vehicle washing. Discharges to the storm drain system from these activities are prohibited.	SC-10, SC-21
5	Properly dispose of water from fire sprinkler maintenance activities.	Fire sprinkler system discharges containing corrosion inhibitors, fire suppressants, or antifreeze shall be disposed through the sanitary sewer system, not the storm drain system. Fire sprinkler system discharges without corrosion inhibitors, fire suppressants, or antifreeze shall be disposed through the sanitary sewer, if practicable. When not practicable to discharge to the sanitary sewer system due to the presence of prohibited contaminants, the water shall be collected and disposed of by an appropriately certified party. When not practicable to discharge to the sanitary sewer system for reasons other than the presence of prohibited contaminants, the water shall not be discharged unless adequate precautions have been taken to prevent the transport of pollutants to the storm drain system.	SC-10, SC-41
6	Eliminate irrigation runoff.	Irrigation runoff to the storm drain system shall be eliminated through proper landscape maintenance and watering practices. All irrigation water and associated pollutants from nurseries, garden centers, and similar facilities shall be prevented from reaching City storm drains, curb gutters along City streets, or any other part of the City's storm drain system.	SC-10 ¹² , SC-41
7	Properly dispose of discharges from swimming pools, spas, fountains, reflective pools, and filter backwash.	Swimming pool, spa, fountain, reflective pool, pond, and filter backwash water shall be properly disposed of to prevent pollutants from entering the storm drain system. Discharges from swimming pools and spas to the storm drain system are allowed only if the water is dechlorinated, has a pH level in the 7-8 range, is within ambient temperature, has no algae or suspended solids, and is not saline. Other discharges, such as from filter backwash, fountains, reflective pools, ponds, saline swimming pools, or other sources, are prohibited from entering the storm drain system.	SC-10
8	Control air conditioning condensation discharges.	Air conditioning condensation shall be directed to landscaped areas or other pervious surfaces, or to the sanitary sewer, where feasible.	SC-10, SC-42

¹² Factsheet SC-10 – Non-Stormwater Discharges states that “landscape irrigation drainage and landscape watering” may be discharged to the storm drain with conditions; however, in accordance with the Municipal Permit and the City’s Stormwater Ordinance, no irrigation runoff may be discharged to the City’s storm drain system.

Table 3. Minimum BMPs for Residential Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference ¹⁰
9	Eliminate pumped groundwater, foundation, and footing drain discharges.	Pumped groundwater, including water from crawl space pumps is prohibited unless a separate National Pollutant Discharge Elimination System (NPDES) permit has been obtained to cover the discharge, or the Regional Water Quality Control Board, San Diego region (RWQCB) has determined in writing that no permit is needed. Discharges from foundation and footing drains that are at or below the groundwater table are also prohibited, unless covered by an NPDES permit, or the RWQCB has determined in writing that no permit is needed.	SC-10
10	Regularly clean and maintain structural BMPs, including LID installations, to ensure proper performance.	BMPs implemented, including Low Impact Development (LID) and other structural BMPs, must be inspected as often as necessary to ensure they perform as intended and properly operated and maintained. All installed LID or structural BMPs shall be inspected at a minimum of once annually for proper function and maintained to confirm the BMP is serving the purpose for which it was intended. BMPs must also be maintained in accordance with recorded maintenance agreements where applicable.	SC-44
Erosion and Sediment Control			
11	Protect unpaved areas, including landscaping, from erosion using vegetative or physical stabilization.	Exposed soils that are actively eroding or prone to erosion due to disturbance shall be protected from erosion. Significant accumulations of eroded soil shall be removed or contained to prevent sediment transport in runoff to the storm drain system.	SC-40, SC-42
Good Housekeeping			
12	Regularly clean parking areas.	Paved parking lots, private roads, and driveways located on the property shall be cleaned as needed to prevent pollutants from entering the City's storm drain system, including the curb and gutter. Sweeping is the preferred method of cleaning. Wet cleaning methods, such as mopping or power washing, may be substituted for sweeping if all wash water is contained, captured, and disposed of appropriately.	SC-41, SC-43
13	Implement good housekeeping to keep site free of trash and debris.	Outdoor areas shall be cleaned as needed to keep them free of accumulations of trash, sediment, litter, and other debris.	SC-41

Table 3. Minimum BMPs for Residential Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference ¹⁰
14	Keep storm drain inlets free of sediment, trash, and debris.	Accumulated materials shall be removed from on-site storm drains as needed to keep them free of trash, sediment, litter, and other debris.	SC-44
Material Storage and Handling			
Pesticide and Fertilizer Management			
15	Properly manage pesticides and fertilizers.	Pesticides and fertilizers shall be applied in strict accordance with manufacturer's label, as authorized by U.S. Environmental Protection Agency. Chemicals shall be stored safely in covered and contained areas. Waste products shall be disposed of in accordance with the manufacturer's label and applicable hazardous waste regulations. The use of integrated pest management (IPM) principles is encouraged to reduce or eliminate use of chemicals. For more information about integrated pest management, see the University of California Statewide IPM Program at http://www.ipm.ucdavis.edu .	SC-35, SC-41
Spill Prevention and Response			
16	Prevent or capture liquid leaks from vehicles or equipment.	Leaking vehicles or equipment shall be repaired promptly. Drip pans or other equivalent means shall be used to capture spills or leaks of oil and other fluids from vehicles awaiting maintenance and during maintenance activities. Captured fluids shall be disposed of in accordance with applicable hazardous materials regulations.	SC-11, SC-22
17	Immediately clean up spills.	Spills shall be cleaned up immediately and prevented from entering the storm drain system. Dry cleaning methods such as the use of rags and absorbents are preferred cleaning methods. Spills that enter a storm drain and cannot be fully recovered shall be reported promptly to the City's Stormwater Hotline at (619) 825-3827.	SC-11
18	Drain fluids from inoperable vehicles and store or dispose of appropriately.	Oil, antifreeze, and other fluids shall be drained from inoperable vehicles intended for recycling or long-term storage that are stored outside. Drained fluids shall be disposed of in accordance with applicable hazardous materials regulations.	SC-22

Table 3. Minimum BMPs for Residential Sites/Sources (Continued)

No.	BMP Title	BMP Description	CASQA BMP Factsheet Reference ¹⁰
Waste Management			
19	Keep trash/waste storage areas free of exposed trash, sediment, and debris.	Stored waste shall be protected from contact with stormwater and non-stormwater. Disposal areas for trash and other wastes shall be cleaned as frequently as necessary to keep these areas free of loose trash, litter, debris, liquids, powders, and sediment. Liquid waste, hazardous waste, medical waste, universal waste, and other items prohibited by current regulations shall not be placed in solid waste dumpsters. Dry cleaning methods such as sweeping are preferred. If wet cleaning methods are used, all wash water must be contained, captured, and disposed of appropriately. See BMP 3 for information on appropriate wet cleaning practices.	SC-34, SC-41
20	Protect waste storage areas from contact with stormwater and non-stormwater flows on to the property.	Stored trash and other wastes shall be protected from contact with stormwater and non-stormwater flows. Trash and other wastes shall be contained to prevent transport of trash off site, and to keep surrounding areas and on site storm drains free of trash and other wastes.	SC-34
21	Properly store and dispose of green waste.	Green waste shall be properly stored and disposed of such that it will not be transported to the storm drain system by stormwater or non-stormwater runoff.	SC-34
22	Manage animal waste and animal washing in a manner that prevents transport of wastes and wash water off-site.	Animals and animal waste shall be managed and stored in a manner that prevents animal waste and wash water from entering the storm drain system. Collect and dispose of animal waste to the trash or the sanitary sewer, as appropriate.	SC-34

3 Enforcement Response Plan

The City of Lemon Grove (City) enforces compliance with the requirements of its Stormwater Ordinance (LGMC Chapter 8.48) and the requirements of its Excavation and Grading Ordinance (LGMC Chapter 18.08), including the BMP requirements in Section 2 of this document. In accordance with Section E.6 of the Municipal Permit, compliance with the City's stormwater requirements will be assessed through a variety of means, including, but not limited to, inspections, responses to hotline calls, and the routine municipal separate storm sewer system (MS4) outfall monitoring. Where violations are observed, the enforcement actions and procedures described in this section will be employed to enforce the requirements.

The City typically employs a tiered, escalating enforcement system. However, the City reserves the right to use whatever tools the enforcement official deems most appropriate for a given situation, as dictated by the specifics of each case.

Enforcement actions, including escalated enforcement actions, are described in the following sections. It should be noted that experience and professional judgment of City staff are important in guiding the appropriate response to a violation. Escalated enforcement actions will continue to increase in severity, as necessary, to compel compliance as soon as possible.

3.1 Administrative Enforcement Actions

The various administrative enforcement measures employed by the City are discussed below.

3.1.1 Written and Verbal Warnings (LGMC §§ 8.48.110.A.2-3)

A written or verbal warning is typically the City's first level of enforcement action when a violation of the City's Stormwater Ordinance is observed. Written warnings can be given using a variety of methods including cease and desist orders, notices of correction, inspection reports, notices of violation (NOV), and orders to clean, test, or abate.

Notice and orders to clean, test, or abate may be issued to perform any act required by the City's Municipal Code. When written warnings are issued, the violation is noted, a time frame to correct the violation is given, and a follow-up date is scheduled. City inspectors follow-up with violations as necessary to determine whether or not compliance has been achieved.

3.1.2 Administrative Citations and Fines (LGMC Chapter 1.24)

The City's authorized enforcement staff may issue administrative citations for violations of the City's Municipal Code. Maximum citation amounts are defined in LMGC § 1.24.030.D and depend on the number of previous violations by the same responsible party that have taken place within the last 18 months, as follows:

- First violation: \$100
- Second violation: \$200
- Third violation: \$500
- Additional violations: \$1,000

Per LMGC § 1.24.030.B, every day that a violation of the Municipal Code exists is considered a separate, distinct violation. Therefore, "a separate citation may be issued for each day that a

violation occurs” (LMGC § 1.24.030.B). This means that, for example, a violation left unresolved for three days may be considered three separate, distinct violations, and citation amounts may be escalated accordingly.

To be considered an additional violation beyond the first violation, the infraction needs to relate to the same ordinance, term, or condition and result in citing the same responsible party. Subsequent violations do not, however, have to occur at the same physical location, involve the same personnel, or be for exactly the same reason to be considered additional violations beyond the first violation(LMGC § 1.24.030.E). For example, if a contractor violates erosion control BMP requirements, and then later on violates sediment control BMP requirements, the sediment control BMP requirements violation may be considered a second violation as long as it is within 18 months of the first (erosion control) violation.

When an administrative citation is issued, the responsible party may request a hearing to contest the enforcement official’s determination that a violation of the City’s stormwater requirements has occurred. Details on the City’s hearing and appeals process can be found in LGMC Chapter 1.24.

3.1.3 Public Nuisance Abatement (LGMC § 8.48.110.A.4)

Violations of LGMC Chapter 8.48 are considered a public nuisance. If actions required to resolve noncompliance with LGMC Chapter 8.48 are not taken, the authorized enforcement official may abate the nuisance pursuant to LGMC Chapter 1.14. City costs for pollution detection and abatement, such as BMP implementation, may be recovered from the discharger in addition to any other penalties. City costs for pollution detection and abatement, if not paid in full by the discharger in addition to any other penalties, may be made a lien against the property in accordance with the abatement procedure (LGMC § 8.48.A.4). Costs for pollution detection and abatement may be recovered from the discharger in addition to any other penalties.

3.1.4 Stop Work Order (LGMC § 8.48.110.A.5, LGMC § 18.08.820)

Whenever any work is being done contrary to the City’s Municipal Code, or other laws or ordinances, an authorized enforcement official, as defined in LGMC § 8.48.020, may order the work stopped by notice in writing to any person engaged in doing or causing such work to be done. Any person receiving a Stop Work Order is required to immediately stop such work until approved by the authorized enforcement official or authorized enforcement staff to proceed with the work.

For enforcement of required BMPs at construction or industrial/commercial sites, the City can issue a Stop Work Order. Stop Work Orders are typically given if written warnings have been issued and the violation has not been corrected, or if an observed violation poses a significant threat to water quality. Stop Work Orders prohibit further activity until the problem is resolved. The Stop Work Order will describe the infraction and specify what corrective action must be taken. A copy of the Stop Work Order will be given to the owner or contractor and placed in the site’s active inspection file. To restart work once a Stop Work Order has been issued, the responsible party must request that a City inspector re-inspect the site to verify that

the deficiencies have been satisfactorily corrected. Once the inspector verifies that the appropriate corrections have been implemented, activities may resume.

3.1.5 Required Bonds or Securities

The authorized enforcement official may require a bond or other security to be posted in the following circumstances:

- When necessary to assure a violation is corrected (LGMC § 8.48.110.A.2)
- When necessary to assure the maintenance of a BMP (LGMC § 8.48.090.I)

The authorized enforcement official determines the amount of the bond or security required.

3.1.6 Permit Suspension or Revocation

Where compliance with the City's stormwater requirements is a condition of a City-issued permit or other license, violations of the stormwater requirements may be grounds for permit and/or other city license suspension or revocation. For instance, in severe cases of noncompliance, or significant discharges relating to development and/or construction activities, the City may revoke the building or grading permits that a contractor is working under for the project or deny future permits on the project. The responsible party will then need to re-apply for permits and meet the requirements the City may have placed on the project before resuming the project.

3.1.7 Enforcement of Contracts

If a contractor is performing work for the City, then the City may use the provisions within the contract for enforcement of noncompliance. Such contract provisions may allow the City to refuse payment, stop work (without time penalties), and/or revoke contracts if contractors performing activities do not comply with all appropriate permits, laws, regulations, and ordinances.

3.2 Judicial Enforcement Actions

In addition to administrative enforcement procedures, the City also may take the judicial enforcement actions described below.

3.2.1 Civil or Criminal Penalties and Remedies (I.GMC § 8.48.110.B.1)

The City Attorney is authorized to file criminal and civil actions and to seek civil penalties and/or other remedies to enforce LGMC Chapter 8.48. There is no requirement that administrative enforcement procedures be pursued before such actions are filed.

3.2.2 Injunctive Relief (I.GMC § 8.48.110.B.2)

The City may pursue enforcement by judicial action for preliminary or permanent injunctive relief for any violation of LGMC Chapter 8.48.

3.2.3 Arrest or Issue Citations (LGMC § 8.48.110.B.3)

Violators may be arrested, with the assistance of a peace officer, pursuant to the provisions of the California Penal Code. Violators may also be issued a citation and notice to appear as prescribed in the California Penal Code. The City is not required to take administrative enforcement actions before taking either of these steps.

3.3 Enforcement Documentation

During each investigation, all observed noncompliance activity is documented. The following information, is recorded for use in administrative and judicial enforcement actions, where applicable:

- Chronology of events
- Case summary
- Time and expense log
- Inspection reports
- Complaints
- Phone conversation records
- Correspondence
- Maps and diagrams
- Photographs
- Witness list
- Explanation of the violations
- Request-to-file form
- Field notes
- Emergency incident reports
- Lab results
- Chain-of-custody for samples
- Permit applications
- Sampling plans
- Other supporting documents
- Reports from regulatory agencies

3.4 Municipal Enforcement

During routine municipal facility inspections, City or contract staff will assess facility areas and activities to ensure all are maintained in accordance with City regulations, ordinances, and BMP requirements. If BMPs are found to be deficient or otherwise ineffective, the responsible party or department will be provided with required corrective actions. If the responsible City staff member or department/division does not perform the necessary corrective actions in response to the inspection findings, escalated enforcement action will be taken by involving higher ranking representatives within the responsible department or division, who may enact internal disciplinary procedures, until the deficiencies are resolved.

If the inspector notes that specific areas of a leased facility require additional BMPs, the City can require the implementation of BMPs in addition to the required minimum for the specific area/activity. If a leased facility continues to be out of compliance, the City may choose to discontinue the lease, which would remove the tenant from that particular site. Discontinuing a lease is considered an escalated enforcement action.

As required by the Municipal Permit, City staff will seek to resolve incidents of observed noncompliance within 30 calendar days, or prior to the next rain event, whichever is sooner. In cases where the violation cannot be resolved within the appropriate timeframe, the reason additional time was needed for case resolution will be documented and kept on file.

3.5 Industrial and Commercial Enforcement

The City ensures that pollution prevention methods and BMPs are implemented by enforcing its ordinance. City inspectors and staff members properly document each observed violation at facilities failing to comply with stormwater requirements, and enforcement action is taken where necessary to bring about compliance.

Depending on the nature and severity of the violation, enforcement may consist of any of the actions listed in Sections 3.1 or 3.2. Typical enforcement actions are listed below; escalated enforcement actions are marked with an asterisk (*):

- Verbal warnings
- Written warnings
- Administrative citations*
- Public nuisance abatement*
- Revocation of permits or licenses*

Inspectors seek to resolve noncompliance promptly and establish appropriate compliance time frames on a case-by-case basis. Escalated enforcement measures are used as needed to ensure compliance. Note that the City maintains the authority to require facilities to prepare Storm Water Pollution Prevention Plans or to conduct sampling and analysis where deemed necessary by the City.

If the City inspector observes a significant and/or immediate threat to water quality, action will be taken to require the facility owner and/or operator to immediately cease and correct the discharge or activity. Conditions that would warrant such action may include observations of runoff from the industrial site that are not reasonably controlled by the protective measures or observation of a failure in BMPs resulting in or potentially resulting in a release of pollutants to a degree that may substantially degrade water quality. Discharges related to noncompliance deemed to pose a threat to health or the environment will be reported to the RWQCB orally within 24 hours and in writing within five days, as required by Attachment B of the Municipal Permit. Section 3.4.5 of the City's JRMP document provides more information on reporting requirements.

Events of noncompliance are evaluated according to the following criteria to determine whether the events pose a threat to human or environmental health:

- The event of noncompliance resulted in a spill or discharge of hazardous materials, pollutants, or runoff containing pollutants that had an effect on a receiving water body.

- The quantity and/or concentration of the pollutants in the spill or discharge affecting the receiving water was such that it may cause or contribute to an exceedance in water quality objectives as specified in the San Diego Basin Plan.

As required by the Municipal Permit, City inspectors will seek to resolve incidents of observed noncompliance within 30 calendar days, or prior to the next rain event, whichever is sooner. In cases where the violation cannot be resolved within the appropriate timeframe, the reason additional time was needed for case resolution will be documented and kept on file.

3.5.1 Mobile Business Enforcement

Most violations associated with mobile businesses are anticipated to be related to illegal discharges. The City’s enforcement approach to such discharges will require the discharge to be stopped and the area cleaned of discharged materials when applicable and feasible. Education may also be provided to operators who are not aware of the City’s stormwater requirements. Businesses that do not possess the materials necessary to implement the required BMPs will likely be required to demonstrate to the City that they have obtained such materials and can properly use them before the City allows such businesses to resume operations in the City. Mobile businesses that do not have City business licenses will be required to obtain them. Discharges related to noncompliance deemed to pose a threat to health or the environment will be reported to the RWQCB orally within 24 hours and in writing within five days, as required by Attachment B of the Municipal Permit. Section 3.4.5 of the City’s JRMP document provides more information on reporting requirements.

As required by the Municipal Permit, City inspectors will seek to resolve incidents of observed noncompliance within 30 calendar days, or prior to the next rain event, whichever is sooner. In cases where the violation cannot be resolved within the appropriate timeframe, the reason additional time was needed for case resolution will be documented and kept on file.

3.6 Residential Enforcement

The following mechanisms will be used by the City to determine areas where enforcement actions may be necessary, where appropriate:

- Public reporting hotline
- Analysis of field screening and analytical monitoring results
- Observations from City personnel

During investigations of incidents reported to the hotline, or discovered during routine MS4 outfall monitoring, that are associated with a residential source, City staff will address issues of stormwater concern where feasible, and provide education where appropriate. Voluntary compliance and escalating enforcement mechanisms are implemented to immediately eliminate an illegal connection and illegal discharge IC/ID once the source has been identified. Violations to the City’s Municipal Code will be investigated by City personnel with enforcement authority. Violations are documented and depending on the nature and severity of the violation, enforcement may consist of any of the enforcement measures described in sections 3.1 and 3.2.

There are two methods of discovering residential activities contributing to urban runoff. One is through complaint/referral process. Complaints may be received through direct contact with City or contract staff or through calls to the City's Stormwater hotline. The other route is through observations made by City staff during residential area inspections, during scheduled MS4 outfall monitoring, and during routine City activities such as MS4 maintenance. Additional, focused investigations of areas upstream of outfalls with obvious pollutants present during the Dry Weather MS4 Outfall Monitoring Program and complaint response investigations provide further information about potential problem areas. The City believes that the combination of monitoring, public reporting, direct observations by City staff that are routinely in the field, and targeted additional investigations where necessary provide sufficient oversight of residential areas and activities.

During investigations of incidents reported to the hotline or discovered during monitoring, the City will continue to use the opportunity to address any other issues of concern, and provides educational materials where appropriate. Voluntary compliance and escalating enforcement mechanisms are implemented to immediately eliminate an IC/ID once the source has been identified. Further details of enforcement mechanisms pertaining to IC/IDs can be found in Section 3.9 of this document.

Follow-up inspections conducted as a result of residential BMP deficiencies will be performed. Violations will continue to be investigated by City personnel with enforcement authority within a reasonable timeframe. Depending on the nature and severity of the violation, enforcement may consist of any of the actions listed in Sections 3.1 or 3.2. Typical enforcement actions are listed below; escalated enforcement actions are marked with an asterisk (*):

- Verbal warnings
- Written warnings
- Administrative citations*
- Public nuisance abatement*

Discharges related to noncompliance deemed to pose a threat to health or the environment will be reported to the RWQCB orally within 24 hours and in writing within five days, as required by Attachment B of the Municipal Permit. Section 3.4.5 of the City's JRMP document provides more information on reporting requirements.

As required by the Municipal Permit, City inspectors will seek to resolve incidents of observed noncompliance within 30 calendar days, or prior to the next rain event, whichever is sooner. In cases where the violation cannot be resolved within the appropriate timeframe, the reason additional time was needed for case resolution will be documented and kept on file.

3.7 Development Planning Enforcement

The City will use a variety of enforcement methods to ensure stormwater requirements for all development projects within the City's jurisdiction are implemented. Enforcement measures will escalate with continued violations as necessary. The City's current plan check process includes steps to enforce the implementation of development requirements during construction.

Since all structural BMPs are required to be shown on the project's plans, inspectors check to make sure these BMPs have been correctly installed during their routine inspections. If any mistakes in BMP installation are noted during plan checks, the City requires the project to promptly correct these errors until BMP installation is consistent with the specification on the project's approved plans.

Once a project has been completed, ongoing operation and maintenance is verified through inspections or through review of submitted maintenance verification certifications. If a project is found not to be maintaining BMPs as required, depending on the nature and severity of the violation, enforcement may consist of any of the actions listed in Sections 3.1 or 3.2. Typical enforcement actions are listed below; escalated enforcement actions are marked with an asterisk (*):

- Verbal warnings
- Written warnings
- Administrative citations*
- Public nuisance abatement, which may include placing a lien against the property*

If an inspector finds maintenance deficiencies with any structural BMPs at a completed project, he or she first attempts to explain the deficiencies and necessary corrective actions to the responsible party, if the responsible party is present. If the responsible party performs all necessary corrective actions promptly in response to the verbal explanation from the inspector, the case is closed, and the resolution is documented. Otherwise, a written notice is issued to the responsible party. The notice indicates the type and location of each BMP and describes the deficiencies observed by the inspector as well as the required corrective actions. Responsible parties are required to perform the corrective actions and demonstrate that all necessary maintenance activities were completed through a re-inspection with the City inspector or through providing photographs of corrections. The inspector may also request additional documentation or perform a re-inspection at their discretion.

The maintenance condition of structural BMPs are determined through an annual self-certification program where the City requires reports from authorized parties demonstrating proper maintenance and operation of BMPs. If the responsible party fails to provide the annual report, the City will issue a written notice requiring the responsible party to provide the report within a given timeframe.

If a responsible party fails to sufficiently respond to a notice from the City by the response deadline, the inspector may issue a written warning. If the responsible party still fails to perform the necessary corrective actions, the inspector may issue an administrative citation.

Follow-up inspections conducted as a result of structural or treatment control BMP deficiencies will be performed. All enforcement actions will be documented appropriately in the development project's database file. If a development site receives frequent citations or is not responsive to previously issued enforcement actions, more severe actions, such as court actions, will be used as necessary.

As required by the Municipal Permit, City inspectors will seek to resolve incidents of observed noncompliance within 30 calendar days, or prior to the next rain event, whichever is sooner. In cases where the violation cannot be resolved within the appropriate timeframe, the reason additional time was needed for case resolution will be documented and kept in the project's file.

3.8 Construction Management Enforcement

The City is responsible for enforcement of applicable local ordinances and permits at all construction sites in its jurisdiction. When violations are observed and documented during a site inspection, the City will implement appropriate enforcement measures based on the severity of the violation. Enforcement can range from written warnings to more severe enforcement such as Stop Work Orders. Stronger enforcement measures will be used as necessary if proper corrective actions are not implemented during the allotted time frame or if the severity of the violation warrants stricter enforcement.

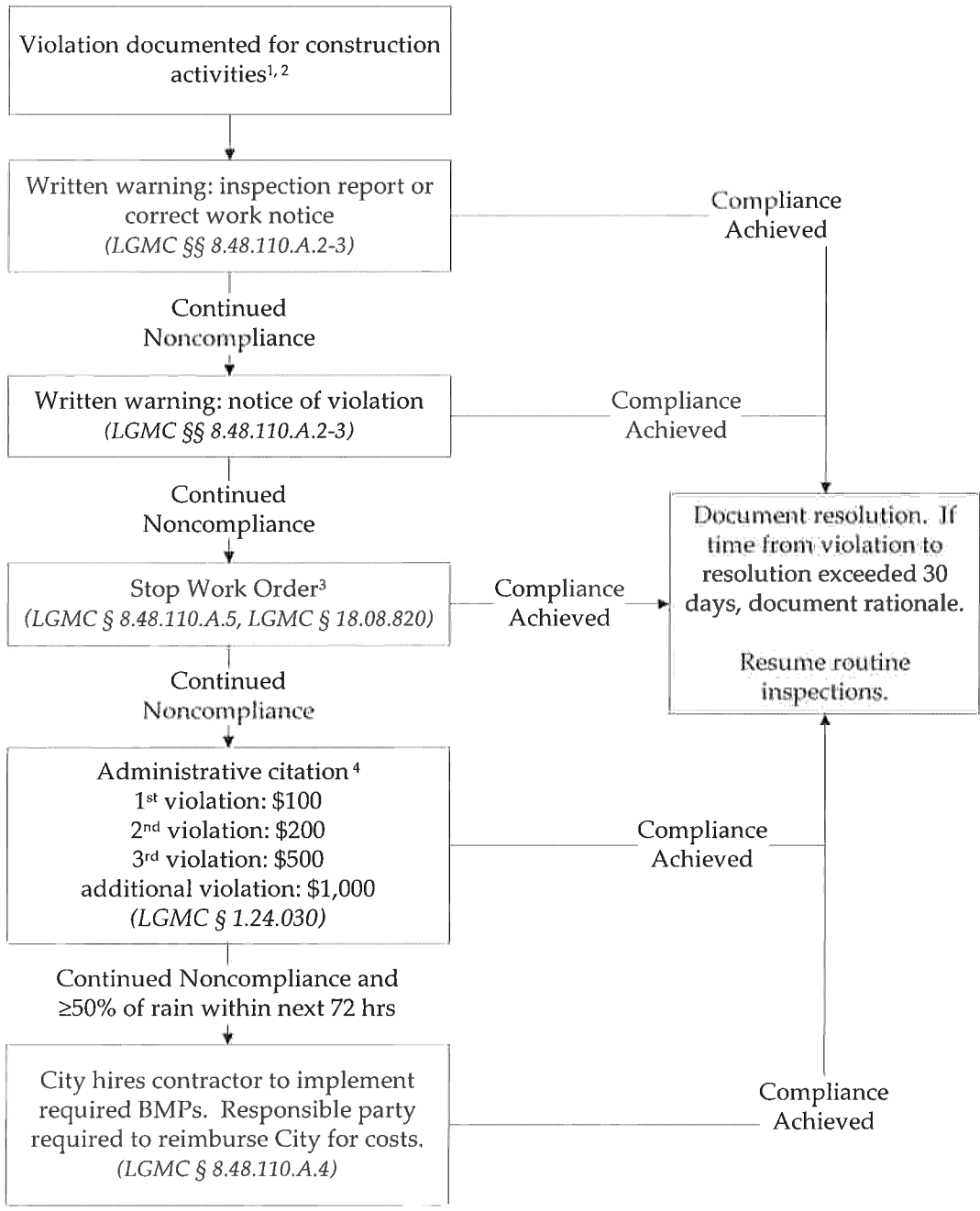
The typical progressive enforcement steps that the City will implement include the following; actions considered escalated enforcement are marked with an asterisk (*):

- Written warnings, including inspection reports, correct work notices, and NOVs
- Stop Work Orders
- Enforcement of contracts (City projects)
- First administrative citation (\$100)
- Additional administrative citations (\$200 to \$1000)*
- BMP implementation by City-hired contractor, with cost reimbursement to the City*
- Revocation of permits*
- Civil and/or criminal court action*

Escalated enforcement actions will be reported to the RWQCB within five (5) days, as required by the Municipal Permit.

The City works closely with development projects prior to the commencement of construction activities. All construction sites are expected to be aware of the City's BMP requirements. Accordingly, a written warning will typically be the first enforcement step, and additional enforcement actions will be taken if that is not sufficient to achieve compliance. Figure 1 illustrates the typical enforcement process for a private project. The City seeks to resolve violations as quickly as possible, including prior to rain events where feasible. In cases of significant or repeated noncompliance, the City may hire an outside contractor to implement required BMPs at a construction site when there is at least a 50% chance of rain within the next 72 hours. The City will require cost recovery from the responsible party (private projects) or contractor (City projects) for the costs of BMP implementation in this scenario. In cases where a violation cannot be resolved within 30 days, the reason additional time was needed for case resolution will be documented and kept in the project's file, as required by the Municipal Permit.

Figure 1. Typical Enforcement Process for Private Construction Projects



Notes

1. An administrative citation may be issued directly, without taking other enforcement actions shown in this figure first, for illicit discharges or illicit connections.
2. The City reserves the right to issue higher level enforcement actions without first taking lower level enforcement actions where necessary to reduce the discharge of pollutants to its storm drain system to the maximum extent practicable.
3. An administrative citation may be issued concurrently with a stop work order if deemed necessary by the City.
4. All violations within the last 18 months may be considered in determining the applicable citation amount. Each day that a violation exists may be considered a separate and distinct violation. (LGMC § 1.24.030).

Revocation of permits and civil or criminal court actions are rarely used tools and therefore are not shown in Figure 1, but the City does reserve the right to use those enforcement tools where necessary. The enforcement process for a City project is similar to the private project enforcement process, except that, in addition to the enforcement measures shown in Figure 1, the City may also use enforcement of for its own projects.

When a site is subject to the Construction General Permit (CGP), City staff may also collaborate with RWQCB staff on enforcement actions. The City will notify the RWQCB in writing within five calendar days of issuing escalated enforcement to a construction site that poses a significant threat to water quality as a result of violations of other noncompliance. Written notification may be provided to the appropriate RWQCB staff member by email. The City will also notify the RWQCB of any construction sites required to obtain coverage under the CGP that, to the City's knowledge, have not filed NOIs, within five calendar days from the time the City became aware of the circumstances. At minimum, the construction project location and name of owner or operator will be provided to the RWQCB. Written notification may be provided electronically by email to Nonfilers_R9@waterboards.ca.gov.

Any noncompliance that may endanger health or the environment will be reported to the RWQCB orally within 24 hours and in writing within five days, as required by Attachment B of the Municipal Permit. Criteria listed below will be used in addition to the criteria listed in Section 3.4.5 of the City's JRMP to determine the threats to health or the environment associated with a noncompliance event, whether from stormwater or non-stormwater discharges, where applicable:

- Estimated area of erosion caused by discharge
- Total suspended solids concentration and turbidity of discharge
- Other materials discharged that pose a threat (concrete washout, sanitary washes, etc.)

3.9 Illicit Discharge Detection and Elimination Enforcement

The City implements and enforces its ordinances, orders, or other legal authority to prevent illicit discharges and connections to its MS4. If the City identifies the source as a controllable source of non-stormwater or as an IC/ID, the administrative and judicial enforcement measures previously listed will be used, as necessary, to eliminate IC/IDs.

If a complaint is received that indicates an IC/ID, City staff will conduct a field investigation for complaints with details suggesting an actual or potential discharge to the MS4 or receiving water body. If investigators find evidence of a violation with the potential to release pollutants or an actual IC/ID, every effort is made to find the responsible party and inform them of the complaint or issue a written warning. Parties found to be responsible for a violation or IC/ID are required to clean up or remove pollutants to the maximum extent practicable (MEP). Any refusal by the responsible party to perform clean up of a violation or discharge will be handled by Code Enforcement staff and appropriate enforcement actions will be taken.

The nature of the City's enforcement approach is determined on a case-by-case basis and is based on factors such as the severity of the violation, the threat to human or environmental

health, site-specific circumstances, and past compliance history. If the situation is determined to pose an immediate risk to public health or the environment, the City may coordinate with other agencies or teams that are specially trained to assess and mitigate emergency situations as necessary (e.g., those involving hazardous wastes/materials, etc.). The discharge is also reported to the RWQCB as required by the Municipal Permit.

Any noncompliance that may endanger health or the environment will be reported to the RWQCB orally within 24 hours and in writing within five days, as required by Attachment B of the Municipal Permit. Criteria listed below will be used to determine the threats to health or the environment associated with a noncompliance event, whether from stormwater or non-stormwater discharges, where applicable:

- Estimated pollutant load discharged from site
- Estimated volume of discharge
- Types of pollutants discharged, including if toxic materials were discharged
- Sensitivity of the receiving water body, including if it is 303(d) listed for any of the pollutants in the discharge
- Proximity of site to sensitive habitat/endangered species
- Proximity of site to public water supply (well head, monitoring wells)
- Quantity, if any of the discharge reached the receiving water body
- Beneficial uses for affected water bodies

Additionally, water observed at major MS4 outfalls and traced to an anthropogenic source(s) is considered an illegal discharge. If the anthropogenic source(s) is/are found to be from a(n) industrial/commercial site, an inspection of the industrial/commercial facility will be performed in a timely manner to investigate the discharge. The inspection report will include a note describing that the inspection was prompted due to recent IC/ID discovery associated with MS4 outfall monitoring.

If the anthropogenic source is found to be from a residential area, the City's field crew will leave educational materials and/or a written notification informing the responsible party of the illegal discharge and their responsibility to eliminate it. Follow-up inspections will be conducted as necessary to ensure the discharge has been eliminated.

If the anthropogenic source is traced a municipal source, further investigation will be completed to identify actions needed to eliminate the source.

Any IC/ID observed to have potential to immediately impact human health or the environment will be immediately reported to Code Enforcement staff and the Fire Department, if necessary, and all associated enforcement action(s) will be handled by Code Enforcement staff.

As required by the Municipal Permit, City staff will seek to resolve incidents of observed noncompliance within 30 calendar days, or prior to the next rain event, whichever is sooner. In cases where the violation cannot be resolved within the appropriate timeframe, the reason additional time was needed for case resolution will be documented and kept on file.

**LEMON GROVE CITY COUNCIL
AGENDA ITEM SUMMARY**

Item No. 4
Mtg. Date May 19, 2015
Dept. Development Services Department

Item Title: **Ordinance No. 427 Approving Zoning Amendment ZA150-0001 Amending the Zoning District from General Commercial (GC) to Residential Medium/High (RMH) for properties on the South Side of Broadway between 8305 Broadway and 8373 Broadway**

Staff Contact: Carol Dick, Development Services Department

Recommendation:

Conduct second reading, by title only, and adopt Ordinance No. 427 (**Attachment A**) amending the Zoning District from General Commercial (GC) to Residential Medium/High (RMH) for the properties located on the south side of Broadway between 8305 Broadway and 8373 Broadway.

Item Summary:

On May 5, 2015, the City Council introduced Ordinance No. 427 (**Attachment A**), an ordinance amending the Zoning District from General Commercial (GC) to Residential Medium/High (RMH) for the properties located on the south side of Broadway between 8305 Broadway and 8373 Broadway as shown on Exhibit A (attached to Ordinance No. 427). The City Council also adopted a resolution approving General Plan Amendment GPA150-0001 which amended the General Plan Land Use Designation from Transportation and Retail Commercial to Medium/High Residential Density. If adopted, the Ordinance becomes effective on June 19, 2015.

Fiscal Impact:

None.

Environmental Review:

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

Public Information:

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

Attachments:

A. Ordinance No. 427 (ZA150-0001)

Attachment A

ORDINANCE NO. 427

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA APPROVING ZONING AMENDMENT ZA150-0001 AMENDING THE ZONING DISTRICT FROM GENERAL COMMERCIAL (GC) TO RESIDENTIAL MEDIUM/HIGH (RMH)

WHEREAS, the City of Lemon Grove conducted an environmental assessment for Zoning Amendment ZA150-0001 and General Plan Amendment GPA150-0001 on April 1, 2015, to amend the General Plan Land Use Designation from Transportation and Retail Commercial to Medium/High Residential for ten properties located on the south side of Broadway as shown on Exhibit A and to amend the Zoning District from General Commercial (GC) to Residential Medium/High (RMH) for those same properties; and

WHEREAS, a Negative Declaration (ND) of Environmental Impact will be filed subsequent to the adoption and final approval of the proposed project. The Initial Environmental Study prepared for this project identified no potential environmental impacts. Mitigation measures are not included in the ND; and

WHEREAS, on April 27, 2015, a public hearing was duly noticed and held by the Lemon Grove Planning Commission; and

WHEREAS, the Planning Commission recommended that the City Council certify Negative Declaration ND15-01 and approve Zoning Amendment ZA150-0001; and

WHEREAS, on May 5, 2015, a public hearing was duly noticed and held by the Lemon Grove City Council; and

WHEREAS, General Plan Amendment GPA150-0001 was approved and Negative Declaration ND15-01 was certified; and

WHEREAS, on May 5, 2015, the Lemon Grove City Council introduced and conducted the first reading of Ordinance No.427; and

WHEREAS, on May 19, 2015, the Lemon Grove City Council conducted the second reading of Ordinance No.427 and made the required findings 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.

The amendment will allow residential development in an area that is suited for more intense residential development and is more compatible with the surrounding development.

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

The amendment eliminates an existing land use conflict and provides for the ability to develop residential land uses consistent with the existing predominant land uses in the vicinity; and

Attachment A

THE CITY COUNCIL OF THE CITY OF LEMON GROVE, CALIFORNIA DOES ORDAIN AS FOLLOWS:

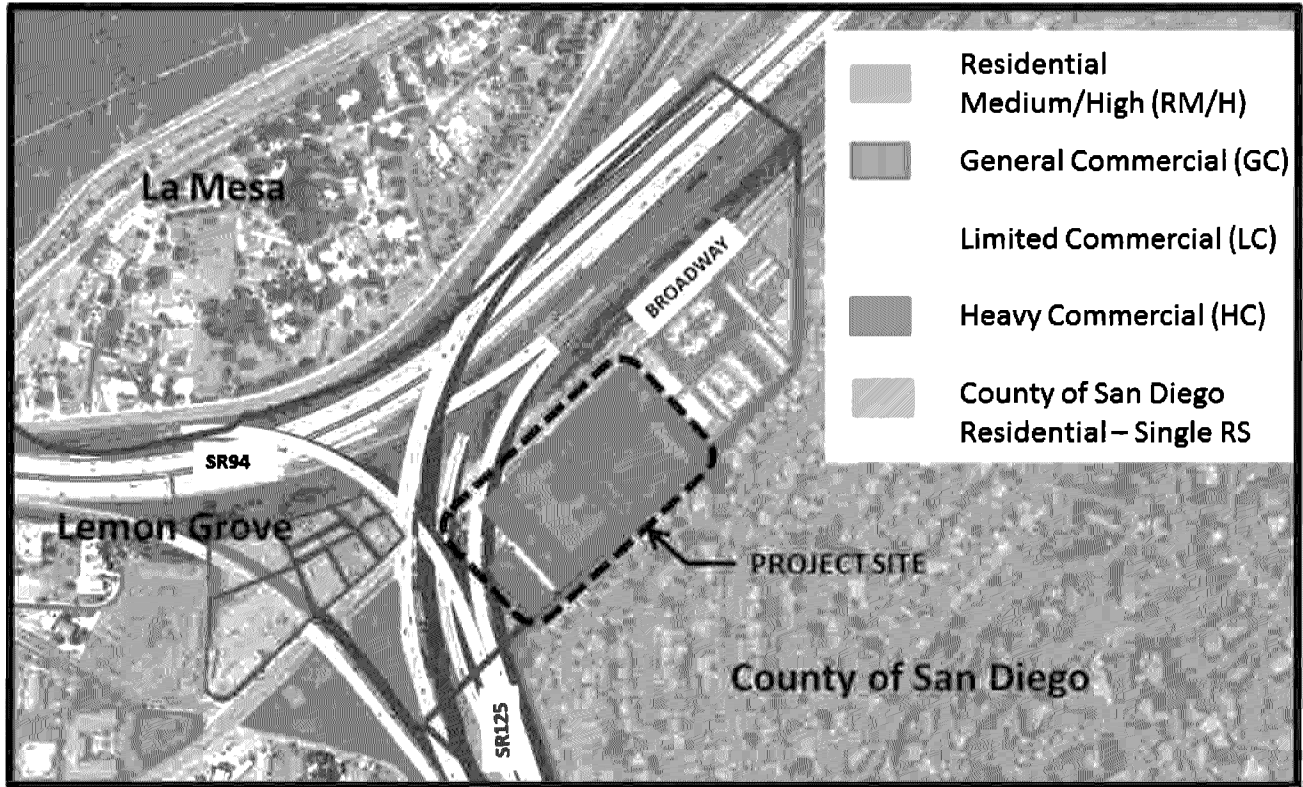
SECTION ONE: Approve Zoning Amendment ZA150-0001 amending the Zoning District from General Commercial (GC) to Residential Medium/High (RMH) for those properties identified in Exhibit A.

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Attachment A

EXHIBIT A



PROPERTIES IN PROJECT SITE

1. 8321-23 Broadway Lane APN: 499-220-27
2. 8319 Broadway Lane APN: 499-220-26
3. 8313 Broadway Lane APN: 499-220-06
4. 8307 Broadway Lane APN: 499-220-08
5. 8309 Broadway Lane APN: 499-220-09
6. Broadway Lane APN: 499-220-10
7. 8351 Broadway APN: 499-220-35
8. Broadway APN: 499-220-61
9. 8361-5 Broadway APN: 499-220-57
10. 8369-85 Broadway APN: 499-220-58