

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN DIEGO REGION

In the matter of:)
)
City of La Mesa) Tentative
) Order No. R9-2013-0137
)
)
Administrative Civil Liability) Settlement Agreement and Stipulation
Complaint No. R9-2012-0014) for Entry of Order; Order
)
_____)

Section I: Introduction

This Settlement Agreement and Stipulation for Order ("Stipulation") and Administrative Civil Liability Order (the "Order") are entered into in reference to an adjudicative proceeding initiated by the issuance of Administrative Civil Liability Complaint No. R9-2012-0014, dated December 13, 2012 (the "Complaint"). The parties to this proceeding are the San Diego Regional Water Quality Control Board Prosecution Staff ("Prosecution Staff") and the City of La Mesa ("Respondent" or "City") (collectively the "Parties"). The Stipulation is presented to the San Diego Regional Water Quality Control Board ("San Diego Water Board") for adoption as an Order, by settlement, pursuant to Government Code section 11415.60.

Section II: Recitals

1. The Respondent is the owner and operator of approximately 165 miles of sewer pipe servicing roughly 13,000 service lateral connections and a population of 64,500 people. The City's wastewater ultimately flows into the City of San Diego's Metropolitan Wastewater System for treatment and disposal. The City's sewage collection system is relatively old with 70 percent constructed between 1920 and 1960.
2. The Respondent's sewage collection system is subject to the requirements set forth in State Water Board Order No. 2006-0003-DWQ, *Statewide General Waste Discharge Requirements for Sanitary Sewer Systems* and San Diego Water Board Order No. R9-2007-0005, *Waste Discharge Requirements for Sewage Collection Systems in the San Diego Region*.
3. The Complaint as issued recommended an administrative civil liability totaling \$948,816 for violations of Prohibitions contained in Order Nos. 2006-0003-DWQ and R9-2007-0005, resulting from sanitary sewer overflows (SSOs) occurring from December 21, 2010 to December 22, 2010. The proposed civil liability included estimated economic benefit of \$130,932 and staff costs of \$26,250.

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4. On December 21, 2010, the City reported SSOs that occurred during a storm event which began on December 19, 2010 and continued through December 25, 2010. The City reported that the last SSO stopped at 9:30 pm on December 22, 2010. The four SSOs occurred at the following locations:

- a. 7100 Block University Avenue¹
- b. Parkway Drive at Guessman Avenue²
- c. Normal Avenue at Parks Avenue³
- d. Severin Drive at Gregory Street⁴

5. The violations are based on the Respondent's report of an approximate 1,008,000 gallon discharge of untreated sewage to Chollas Creek and ultimately San Diego Bay and an approximate 306,700 gallon discharge of untreated sewage to Alvarado Creek, the San Diego River, and ultimately the Pacific Ocean.

6. The Parties have engaged in settlement negotiations and agree to settle the matter without administrative or civil litigation and by presenting this Stipulation to the San Diego Water Board for adoption as an Order pursuant to Government Code section 11415.60. To resolve by consent and without further administrative proceedings all alleged violations of Water Code Section 13385 set forth in the Complaint, the Parties have agreed to the imposition of \$801,462 in civil liability against the Respondent. Respondent shall pay a total of \$413,856 to the State Water Resources Control Board Cleanup and Abatement Account (Cleanup and Abatement Account) no later than 30 days following the San Diego Water Board's adoption of this Order. The remaining \$387,606 in liability is suspended upon completion of a Supplemental Environmental Project ("SEP") set forth in this Stipulation and Order. Failure to complete the SEP as set forth in this Stipulation and Order will result in the payment of the \$387,606 in suspended liability to the Cleanup and Abatement Account.

7. Subsequent to the issuance of the Complaint and in the course of settlement discussions between the Parties, the Parties discussed an adjustment to two specific factors in the Enforcement Policy regarding the Respondent's conduct: culpability and cleanup and cooperation. The discussion in the Complaint and corresponding Technical Report assigned a factor of 1.2 for both culpability and cleanup and cooperation. After further discussions with the Respondent, in consideration of the corrective measures provided by the Respondent (Attachment A, incorporated herein by reference), and in consideration of hearing and litigation risks, the Parties agreed to a slight adjustment of the factors for culpability and cleanup and cooperation. This adjustment results in a recommended liability amount of \$801,462 (including staff costs).

¹ California Integrated Water Quality System (CIWQS) ID 759733

² CIWQS ID 759737

³ CIWQS ID 759739

⁴ CIWQS ID 759740

8. The Prosecution Staff avers that the resolution of the alleged violations is fair, reasonable, and fulfills its enforcement objectives, that no further action is warranted concerning the specific violations alleged in the Complaint except as provided in this Stipulation, and that this Stipulation is in the best interest of the public.

9. **SEP Description – Alvarado Channel Restoration:** The Respondent proposes an enhancement and restoration project of a 900 linear foot segment of Alvarado Channel, tributary to the San Diego River and Pacific Ocean. The channel reach is bounded downstream by an existing flood control segment at 8765 Fletcher Parkway and upstream by a box culvert near Alvarado Avenue. The proposed project includes the following actions:

- a. Obtain all necessary permits including a Clean Water Act Section 401 Water Quality Certification (401 Certification). As part of the 401 Certification application the Respondent will propose success criteria that will be used to determine whether beneficial uses have improved as a result of project implementation, and will propose a five-year monitoring plan to demonstrate whether success criteria have been achieved. As a condition of the 401 Certification, the Respondent will provide a draft preservation mechanism to ensure that this area will be maintained according to success criteria in perpetuity.
- b. Removal of a 100 linear foot section of concrete channel bank along the north side of the segment and replacement with natural vegetation;
- c. Removal of trash and non-native vegetation throughout the project area; including eucalyptus, fan palms, and *Arundo donax*; and
- d. Enhancement and revegetation of the area with 22,000 square feet of native riparian vegetation and 8,800 square feet of native wetland vegetation.

Although monitoring and long-term conservation/maintenance will extend beyond the scope of this SEP, the City's proposed success criteria, monitoring plan, and draft conservation mechanism will be implemented as a condition of the City's required 401 Certification. A more detailed description of the project including an implementation schedule, budget, and diagrams are included as part of the SEP description in Attachment B, which is incorporated herein by reference.

10. **Water Quality Benefits of the SEP:** The San Diego Water Board's Water Quality Control Plan for the San Diego Basin ("Basin Plan") designates the beneficial uses for Alvarado Creek and tributaries thereto. These include Contact and Non-Contact Recreation (REC-1 and REC-2, respectively), Warm Freshwater Habitat (WARM), Cold Freshwater Habitat (COLD), Wildlife Habitat (WILD), and habitat for Rare, Threatened, or Endangered Species (RARE). By removing concrete, trash, and non-native vegetation, and revegetating with native plants, the proposed SEP would improve the habitat that supports WARM, COLD, WILD, and RARE. Being in a highly visible area, the project may also create aesthetic enjoyment and education for passersby (REC-2). Also, removal of trash and concrete with revegetation may decrease downstream pollutant contributions, thereby improving REC-1.

Implementation of the proposed SEP furthers the San Diego Water Board's Practical Vision by implementing wetland and riparian area restoration and recovery, and by improving key beneficial uses (i.e. REC-1, WARM, COLD, WILD, and RARE).

11. **Public Benefits of the SEP:** The public, both within and downstream of Alvarado Creek, was impacted by the effects of the sewage spill. The SEP proposes to restore water quality functions in one of the two watersheds affected by the SSOs. Therefore, the same constituency that suffered the effects of the spill will benefit from the resulting improvements in water quality and associated beneficial uses.

12. **SEP Completion Date:** SEP milestones shall be completed in their entirety no later than December 31, 2016 (the "SEP Completion Period"). In the event that compliance with the SEP Completion Period in this Order becomes unachievable, despite the timely good faith efforts of the Respondent, due to circumstances beyond the control of Respondent or its agents, employees, contractors, consultants and any other person acting on the Respondent's behalf, and which could not have been reasonably foreseen and prevented or minimized by the exercise of due diligence by the Respondent, the Respondent shall notify the Assistant Executive Officer in writing within thirty (30) days of the date that the Respondent first knew of the event or circumstance that caused or would cause a violation this Order. The notice shall describe the reason for the nonperformance and specifically refer to this Paragraph. The notice shall describe the anticipated length of time the delay may persist, the cause or causes of the delay, the measures taken or to be taken by the Respondent to minimize the delay, the schedule by which the measures will be implemented, and the anticipated date of compliance. The Respondent shall adopt all reasonable measures to avoid and minimize such delays. The determination as to whether the circumstances were beyond the reasonable control of the Respondent and its agents will be made by the Assistant Executive Officer. Where the Assistant Executive Officer concurs that compliance was or is impossible, despite the timely good faith efforts of the Respondent, due to circumstances beyond its control that could not have been reasonably foreseen and prevented by the exercise of reasonable diligence by the Respondent, a new final compliance deadline shall be established but shall not exceed one (1) additional year. Where the Assistant Executive Officer does not concur that compliance was or is impossible, the matter will be scheduled for hearing before the San Diego Water Board and the suspended liability amount will not become due and payable pursuant to Paragraph 6 unless the San Diego Water Board upholds the Assistant Executive Officer's determination.

13. Agreement of Respondent to Fund, Report and Guarantee Implementation of SEP: The Respondent represents that: (1) The SEP is unrelated in scope to the actions completed to remedy issues with Complaint No. R9-2012-0014, and not otherwise required by law; (2) It will fund the SEP in the amount as described in this Stipulation and Order; (3) It will provide certifications and written quarterly reports to the San Diego Water Board consistent with the terms of this Stipulation detailing the implementation of the SEP; and (4) Respondent will guarantee implementation of the SEP identified in Attachment B by remaining liable for \$387,606 of suspended administrative liability until the SEP is completed and accepted by the San Diego Water Board in accordance with the terms of this Stipulation. The Respondent agrees that the San Diego Water Board has the right to require an audit of the funds expended to implement the SEP.

14. SEP Oversight: Respondent agrees to oversee implementation of the SEP. Additional oversight of the SEP will be provided by the San Diego Water Board. The Respondent is solely responsible for paying for all reasonable oversight costs incurred by the San Diego Water Board to oversee the SEP. The SEP oversight costs are in addition to the total administrative civil liability imposed against the Respondent and are not credited toward the Respondent's obligation to fund the SEP. Reasonable oversight tasks to be performed by the San Diego Water Board include but are not limited to, updating CIWQS, reviewing and evaluating progress, annual site inspections, reviewing the final completion report, verifying completion of the project with a site inspection and auditing appropriate expenditure of funds.

15. SEP Publicity: Whenever the Respondent publicizes the SEP or results of the SEP, it will state in a prominent manner that the project is being undertaken as part of the settlement of a Water Board enforcement action.

16. Submission of Monitoring Reports: Respondent agrees to submit quarterly monitoring reports to the San Diego Water Board. Quarterly monitoring reports will be due on the 15th day of April, July, October, and February and will include information relating to project implementation progress.

17. Certification of Completion of SEP and Final Report: On or before the SEP Completion Period (or no later than December 31, 2017, if an extension to the completion date is approved by the Assistant Executive Officer), the Respondent shall submit a certified statement of completion of the SEP ("Certification of Completion"). The Certification of Completion shall be submitted under penalty of perjury, to the San Diego Water Board Party Contact and the State Water Resources Control Board's Division of Financial Assistance, by a responsible corporate official representing the Respondent. The Certification of Completion shall include following:

- a. Certification that the SEP has been completed in accordance with the terms of this Stipulated Order. Such documentation should include photographs, invoices, receipts, certifications, and other materials reasonably necessary for the San Diego Water Board to evaluate the completion of the SEP and the costs incurred by the Respondent.

- b. Certification, under penalty of perjury, that the Respondent followed all applicable environmental laws and regulations in the implementation of the SEP including but not limited to the California Environmental Quality Act (CEQA), the federal Clean Water Act, and the Porter-Cologne Act. To ensure compliance with CEQA where necessary the Respondent shall provide the San Diego Water Board with the following documents from the lead agency prior to commencing SEP implementation if applicable:
 - i. Categorical or statutory exemptions relied upon by the Implementing Party;
 - ii. Negative Declaration if there are no potentially "significant" impacts;
 - iii. Mitigated Negative Declaration if there are potentially "significant" impacts but revisions to the project have been made or may be made to avoid or mitigate those potentially significant impacts; or
 - iv. Environmental Impact Report (EIR)

18. **Approved SEP:** In the event that Respondent is not able to demonstrate to the reasonable satisfaction of the San Diego Water Board staff that the entire SEP Amount has been spent to complete the components of the SEP, for which the Respondent is financially responsible, Respondent shall pay the difference between the Suspended Administrative Civil Liability and the amount the Respondent can demonstrate was actually spent on the SEP, as an administrative civil liability. The Respondent shall pay the additional administrative liability within 30 days of its receipt of notice of the San Diego Water Board staff's determination that the Respondent has failed to demonstrate that the entire SEP Amount has been spent to complete the SEP components.

19. **San Diego Water Board Acceptance of Completed SEP:** Upon the Respondent's satisfaction of its obligations to complete the SEP under this Stipulation or any related audit requested by the San Diego Water Board, San Diego Water Board staff shall send the Respondent a letter recognizing satisfactory completion of its obligations under the SEP. This letter shall terminate any further SEP obligations of the Respondent and result in a permanent stay of the \$387,606 in administrative civil liability imposed on the Respondent by this Stipulation and Order.

20. **Third Party Financial Audit of SEP's:** At the written request of the San Diego Water Board Executive Officer or designee, the Respondent, at its sole cost, shall submit a report prepared by an independent third party(ies) acceptable to the San Diego Water Board staff providing such party's(ies') professional opinion that the Respondent has expended money in the amounts claimed by the Respondent on the SEP Project. The written request shall specify the reasons why the audit is being requested. The audit report shall be provided to San Diego Water Board staff within three (3) months of notice from San Diego Water Board staff to the Respondent of the need for an independent third party audit. The audit need not address any costs incurred by the San Diego Water Board for oversight.

Section III: Stipulations

The Parties stipulated to the following:

21. **Incorporation of Terms:** The Parties incorporate Paragraphs 1 through 42 by this reference as if set forth fully herein, stipulate to the entry of this Order as set forth below, and recommend that the San Diego Water Board issue this Order to effectuate the settlement.

22. **Administrative Civil Liability:** The Respondent hereby agrees to pay the administrative civil liability totaling \$801,462 as set forth in Paragraph 6 of Section II herein. Within thirty (30) days of the effective date of this Order, Respondent agrees to remit, by check, FOUR HUNDRED THIRTEEN THOUSAND EIGHT HUNDRED FIFTY SIX DOLLARS (\$413,856), payable to the *State Water Pollution Cleanup and Abatement Account*, and shall indicate on the check the number of this Order. The Respondent shall send the original signed check referencing this Order number to the Division of Administrative Services ATTN: Accounting State Water Resources Control Board, 1001 I Street 18th Floor, Sacramento, California 95814 and shall send a copy to Rebecca Stewart at the address listed below. Further, the Parties agree that the remaining \$387,606 in administrative civil liability shall be suspended pending completion of the Alvarado Channel Restoration SEP as set forth in Paragraphs 9 through 20 of Section II herein.

23. **Compliance with Applicable Laws:** The Respondent understands that payment of administrative civil liability in accordance with the terms of this Stipulated Order and or compliance with the terms of this Stipulated Order is not a substitute for compliance with applicable laws, and that continuing violations of the type alleged in the Complaint may subject it to further enforcement, including additional administrative civil liability.

24. **Party Contacts for Communications related to Stipulated Order:**

Ms. Rebecca Stewart
Sanitary Engineering Associate
California Regional Water Quality Control Board, San Diego
2375 Northside Drive, Suite 100
San Diego, California 92108

For the Respondent:

Mr. Gregory P. Humora
Director of Public Works
City of La Mesa
8130 Allison Avenue
La Mesa, California 91942

25. **Attorney's Fees and Costs:** Except as otherwise provided herein, each Party shall bear all attorneys' fees and costs arising from the Party's own counsel in connection with the matters set forth herein.

26. **Matters Addressed by Stipulation:** Upon the San Diego Water Board's adoption of this Stipulated Order, this Order represents a final and binding resolution and settlement of the violations alleged in the Complaint, and all claims, violations or causes of action that could have been asserted against the Respondent as of the effective date of this Stipulated Order based on the specific facts alleged in the Complaint or this Order ("Covered Matters"). The provisions of this Paragraph are expressly conditioned on the payment of the administrative civil liability, and completion of the SEP in accordance with this agreement.

27. **Public Notice:** The Respondent understands that the San Diego Water Board will conduct a 30-day public review and comment period prior to consideration and adoption. If significant new information is received that reasonably affects the propriety of presenting this Stipulated Order to the San Diego Water Board for adoption, the Executive Officer may unilaterally declare this Stipulated Order void and decide not to present it to the San Diego Water Board. The Respondent agrees that they may not rescind or otherwise withdraw their approval of this proposed Stipulated Order.

28. **Addressing Objections Raised During Public Comment Period:** The Parties agree that the procedure contemplated for the San Diego Water Board's adoption of the settlement by the Parties and review by the public, as reflected in this Stipulated Order, will be adequate. In the event procedural objections are raised prior to the Stipulated Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

29. **No Waiver of Right to Enforce:** The failure of the Prosecution Staff or San Diego Water Board to enforce any provision of this Stipulated Order shall in no way be deemed a waiver of such provision, or in any way affect the validity of the Order. The failure of the Prosecution Staff or San Diego Water Board to enforce any such provision shall not preclude it from later enforcing the same or any other provision of this Stipulated Order.

30. **Procedural Objections:** The Parties agree that the procedure contemplated for adopting the Order by the San Diego Water Board and review of this Stipulation by the public is lawful and adequate. In the event procedural objections are raised prior to the Order becoming effective, the Parties agree to meet and confer concerning any such objections, and may agree to revise or adjust the procedure as necessary or advisable under the circumstances.

31. **Interpretation:** This Stipulated Order shall be construed as if the Parties prepared it jointly. Any uncertainty or ambiguity shall not be interpreted against any one Party.

32. **Modification:** This Stipulated Order shall not be modified by any of the Parties by oral representation made before or after its execution. All modifications must be in writing, signed by all Parties, and approved by the San Diego Water Board.

33. **If Order Does Not Take Effect:** In the event that this Stipulated Order does not take effect because it is not approved by the San Diego Water Board or is vacated in whole or in part by the State Water Board or a court, the Parties acknowledge that they expect to proceed to a contested evidentiary hearing before the San Diego Water Board, on a future date after reasonable notice and opportunity for preparation, to determine whether to assess administrative civil liabilities for the underlying alleged violations, unless the Parties agree otherwise. The Parties agree that all oral and written statements and agreements made during the course of settlement discussions will not be admissible as evidence in the hearing. The Parties agree to waive any and all objections based on settlement communications in this matter, including, but not limited to:

- a. Objections related to prejudice or bias of any of the San Diego Water Board members or their advisors and any other objections that are premised in whole or in part on the fact that the San Diego Water Board members or their advisors were exposed to some of the material facts and the Parties' settlement positions as a consequence of reviewing the Stipulation and/or the Order, and therefore may have formed impressions or conclusions prior to any contested evidentiary hearing on the Complaint in this matter; or
- b. Laches or delay or other equitable defenses based on the time period for administrative or judicial review to the extent this period has been extended by these settlement proceedings.

34. **Waiver of Hearing:** The Respondent has been informed of the rights provided by CWC section 13323(b), and hereby waive their right to a hearing before the San Diego Water Board prior to the adoption of the Stipulated Order.

35. **Waiver of Right to Petition:** The Respondent hereby waives its right to petition the San Diego Water Board's adoption of the Stipulated Order as written for review by the State Water Board, and further waive their rights, if any, to appeal the same to a California Superior Court and/or any California appellate level court.

36. **Covenant Not to Sue:** The Respondent covenants not to sue or pursue any administrative or civil claim(s) against any State Agency or the State of California, their officers, Board Members, employees, representatives, agents, or attorneys arising out of or relating to any Covered Matter.

37. **San Diego Water Board is Not Liable:** Neither the San Diego Water Board members nor the San Diego Water Board staff, attorneys, or representatives shall be liable for any injury or damage to persons or property resulting from acts or omissions by the Respondent, its directors, officers, employees, agents, representatives or contractors in carrying out activities pursuant to this Stipulated Order.

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38. **Authority to Bind:** Each person executing this Stipulated Order in a representative capacity represents and warrants that he or she is authorized to execute this Stipulated Order on behalf of and to bind the entity on whose behalf he or she executes the Order.

39. **No Third Party Beneficiaries.** This Stipulated Order is not intended to confer any rights or obligations on any third party or parties, and no third party or parties shall have any right of action under this Stipulated Order for any cause whatsoever.

40. **Effective Date:** This Stipulated Order shall be effective and binding on the Parties upon the date the San Diego Water Board enters the Order.

41. **Counterpart Signatures:** This Stipulated Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one document.

42. **Execution:** This Stipulation is effective and binding on the Parties upon the execution of this Order.

IT IS SO STIPULATED

California Regional Water Quality Control Board Prosecution Team
San Diego Region

By: 
James G. Smith, Assistant Executive Officer

Date: 24 Oct 2013

City of La Mesa

By: 
David E. Witt, City Manager

Date: 10/29/13

Section IV: Findings of the San Diego Water Board

43. The San Diego Water Board incorporates Paragraphs 1 through 42 by this reference as if set forth fully herein.

44. The Parties believe that settlement of this matter is in the best interest of the People of the State. Therefore, to settle the Complaint, the Respondent hereby agrees to comply with the terms and conditions of this Order.

45. The San Diego Water Board finds that the Recitals set forth herein in Section II are true.

46. This Stipulation and Order are severable; should any provision be found invalid the remainder shall remain in full force and effect.

47. In accepting this settlement, the San Diego Water Board has considered, where applicable, each of the factors prescribed in CWC sections 13327 and 13385. The San Diego Water Board's consideration of these factors is based upon information obtained by the San Diego Water Board's staff in investigating the allegations in the Complaint or otherwise provided to the San Diego Water Board. In addition to these factors, this settlement recovers the costs incurred by the staff of the San Diego Water Board for this matter.

48. This is an action to enforce the laws and regulations administered by the San Diego Water Board. The San Diego Water Board finds that issuance of this Order is exempt from the provisions of the California Environmental Quality Act (Public Resources Code, sections 21000 et seq.), in accordance with section 15321(a)(2), Title 14, of the California Code of Regulations.

49. The San Diego Water Board's Executive Officer is hereby authorized to refer this matter directly to the Attorney General for enforcement if the Respondent fails to perform any of its obligations under the Order.

50. Fulfillment of the Respondent's obligations under the Order constitutes full and final satisfaction of any and all liability for each claim in the Complaint in accordance with the terms of the Order.

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51. The attached Agreement between the Assistant Executive Officer and the Respondent is approved pursuant to Government Code section 11415.60 and is incorporated by reference into this Order.

I, David W. Gibson, Executive Officer, do hereby certify that the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Board, San Diego Region, on December 11, 2013.

DAVID W. GIBSON
Executive Officer

Date: _____

Corrective Measures Related to December 2010 SSO Events

The December 2010 SSO events occurred due to excessive amounts of rainfall which surcharged the City's waste water system. The City received 7.85" of rainfall between the hours of 6:00 pm on December 19 and 5:00 pm on December 22 which is categorized as a 350 year storm according to the National Ocean and Atmospheric Administration. Additionally, the hydraulics of the City's system revealed some points of concern, due the extreme flows. These concerns, along with other issues regarding inflow and infiltration have been investigated and remedied in the following ways.

City staff has been meeting quarterly to discuss wastewater collection system inflow and infiltration mitigation since January, 2010. Operations and engineering staff attend meetings where discussion topics include: sewer maps, smoke testing investigations, computer asset management system, SSO's, and standard operating procedures.

Capital Improvements

- In 2012, the City completed construction to abandon a 21-inch bypass line which was diverting portions of wastewater flow toward the southerly sewer line on Boulevard Dr. This bypass line had been in place since 1999, originally constructed to convey flows from La Mesa's newly constructed 21-inch University sewer to the City of San Diego's 15-inch truck sewer because San Diego had not yet completed the corresponding 21-inch truck sewer downstream of La Mesa. The bypass was left in place following the construction of San Diego's 21-inch to provide redundancy in case of a back up downstream. It was later discovered that the bypass was in fact siphoning flows away from the larger truck sewer to the smaller one and partly to blame for the December 2010 SSO event.
- The City has been using inflow dishes to help reduce I&I for many years. The City ordered 200 inflow dishes in September 2010, prior to the December 2010 storm events. The dishes have currently been installed within sensitive areas such as flowlines, or locations which may flood during storm events in an attempt to reduce inflow and infiltration.
- In March 2012 the City of La Mesa completed construction of an 800 foot segment of sewer pipe located along University Avenue from 7160 University Avenue to the intersection of Harbinson Avenue at a cost of \$269,000. The completion of this project improved hydraulic capacity, and reduce the likelihood of overflow events within this basin.

- From 2002-2013, the City completed a large amount of wastewater CIP rehabilitation and replacement projects. Over 86,000 linear feet of pipe have been replaced/rehabilitated at a cost of \$20,842,000 to improve the reliability of the sewer system, mitigate I&I and therefore reduce SSOs. This represents approximately 11% of the City's total waste water system
- Nine additional projects are at various design stages. These pipe replacement/rehabilitation projects are estimated to cost \$33M covering 15.5% of the City's system. The City has pending loan applications with the State for \$25M to continue with the I&I mitigation program.
- The City has continued work on the Parkway Drive sewer project and I-8 undercrossing, and awarded a contract for the design of this project. The project is at a 50% design completion level.

Inflow and Infiltration (I&I)

- The City conducted I&I studies within the University Basin designed to detect collection system problems beginning in 2001. These studies allow the city to monitor and characterize I&I within specific sewer basins and then to address deficiencies.
- The City has continuously contracted with ADS Environmental Services to conduct a sewer smoke testing program, and continues to use smoke testing as a cost effective and reliable means to locate defects within the waste water collection system. During a recent smoke testing in 2011-2012, 73,432 linear feet of sewer were tested for defects. In 2013, 164,000 linear feet of sewer was scheduled for testing. The majority has been completed, and the City is currently awaiting results from the contractor.

Condition Assessment

- The City completed a city-wide closed caption television condition assessment in five phases from 2000-2009 in order to systematically prioritize locations for rehabilitation and replacement.

Operation and Maintenance

- The City made updates to the spill response procedures, particularly concerning the SSO Response Forms that area required to be completed by wastewater personnel during an SSO event. The forms now include color coded sections that are easier to comprehend, and include expanded sections with more information for personnel to collect. The City conducted several training events

which provided step by step instruction to employees, as well as refresher training related to types of SSOs and maintenance equipment.

- The City passed a mutual aid agreement which creates a framework whereby nearby jurisdictions can assist to in case of public works emergencies. This was passed on October 10th 2013, as Resolution 2009-0095.
- The City prepared a Sewer System Management Plan (SSMP) per State requirements, in July 2009. The City currently, and historically, has implemented the components of the SSMP into practice.
- The City utilizes Cartegraph Asset Management software in order to track and monitor service requests and track service/maintenance in a systematic fashion.
- The City has an advanced flow monitoring system with seven flow meters City wide, providing 15 minute data. Additionally, real-time and historical flow data can be accessed via the web. The system contains flow alarms designed to notify management in case of unexpected changes in flow patterns.
- The City has all sewer infrastructure integrated into GIS mapping databases, giving staff the ability to quickly examine, assess, and alter sewer mapping locations.
- The City developed a robust Fats, Oils, and Grease (FOG) program in 2009 designed to limit grease input into the system, and limit SSOs caused by grease. The program includes permits for food service establishments, inspections, and assessment metrics.
- The City has a comprehensive root intrusion reduction program, whereby lines are treated in order to limit the abundance of tree roots into the system.
- The City annually jets/rods 100% of the waste water mains.
- The City has a backwater valve reimbursement program which incentivizes businesses and residents to install backwater valves which can prevent sewer spills.
- City staff conducts bi-annual SSO reporting training.
- The City's sewer lateral maintenance and repair policy was updated in December, 2012.

Finance

- In 2012 the City revised its sewer billing collection system from an outside contractor billing bi-monthly paper bills to property taxed based billing with the County of San Diego. This transition has reduced billing expenses and improved revenue collection allowing the City to dedicate more resources to operations and maintenance.
- In the spring of 2013 the City Council approved sewer rate increases of 7% for fiscal year 2014 and 7% for fiscal year 2015.

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City of La Mesa
Supplemental Environmental Project
Alvarado Channel Restoration
Complaint No. R9-2012-0014

Project Requested By: City of La Mesa

Name of Project: Alvarado Channel Restoration

Date of Request: September 18, 2013

Point of Contact: Gregory P. Humora, Director of Public Works/City Engineer

Phone: 619.667.1146

E-mail: ghumora@ci.la-mesa.ca.us

Project Description:

The City has identified a project within the San Diego River Watershed which would significantly benefit La Mesa's natural environment and is in line with the objectives of the San Diego Regional Water Quality Control Board for a Supplemental Environmental Project (SEP). The City believes that the Alvarado Channel Restoration project could be a showcase project for the community. It is in a highly visible area immediately adjacent to several large medical office buildings, several residential housing complexes, and the trolley. The portion of the channel proposed for the project is one of the last remaining channel stretches that has not been completely concrete lined. This SEP is a restoration project which is unrelated in scope to the actions completed to remedy issues within Complaint R9-2012-0014, and not otherwise required by law.

The City proposes restoration/enhancement of a 900 linear-foot (LF) segment of the Alvarado Channel, a storm water conveyance in northern La Mesa. The channel reach is bounded downstream by an existing flood control segment at 8765 Fletcher Parkway; and upstream by a box culvert near Alvarado Avenue, beneath the SR-125 bridge overcrossing.

This segment of Alvarado Channel is a prime candidate for restoration/enhancement within the City. Other areas upstream and downstream on Alvarado Creek are unfeasible for restoration/enhancement due to their locations; either below commercial buildings/parking lots, or below main arterial roadways. The proposed area represents the most viable location for restoration on the Alvarado Channel within the City of La Mesa.

The hardened channel area immediately downstream of the project site is not a candidate for restoration. This privately owned channel area was reinforced in 2009 by a private developer because of continuous flooding issues. That portion of the channel includes very steep walls, and transitions into a large box culvert downstream. Right-of-way and hydraulic capacity does not allow for the creation and widening to a natural channel at this downstream site specifically because of adjacent the MTS Trolley line and existing AAA Auto Club Building and Parking Garage.

The Alvarado Channel site was selected because of the following conditions:

- The channel is inundated with exotic/non native vegetation.
- The channel contains areas of concrete lining which could be removed.
- The City believes obtaining easements and other legal mechanisms for the restoration is feasible.
- The restoration of the location will be beneficial to nearby businesses and residents via increased access, and improved aesthetic value.

The proposed project includes the following actions:

1. Obtain all necessary permits including a Clean Water Act Section 401 Water Quality Certification (401 Certification). As part of the 401 Certification application the City will propose success criteria that will be used to determine whether beneficial uses have improved as a result of project implementation, and will propose a five-year monitoring plan to demonstrate whether success criteria have been achieved. As a condition of the 401 Certification, the City will provide a draft preservation mechanism to ensure that this area will be maintained in its natural state in perpetuity.
2. Removal of a 100 linear foot section of concrete channel bank along the north side of the segment and replacement with natural vegetation;
3. Removal of trash and non-native vegetation throughout the project area; including eucalyptus, fan palms, and *Arundo donax*; and
4. Enhancement and revegetation of the area with 22,000 square feet of native riparian vegetation and 8,800 square feet of native wetland vegetation.

Although monitoring and long-term preservation/maintenance will extend beyond the scope of this SEP, the City's proposed success criteria, monitoring plan, and draft preservation mechanism will be implemented as a condition of the City's required 401 Certification.

Watershed/Water Body/Location for Project : 907.11 Lower San Diego River
The location is south of 8881 Fletcher Parkway (32.78368, -117.00703).

Organization Sponsoring Project (tax I.D.#): City of La Mesa 95-6000731

Name of Project Manager: Hamed Hashemian 619.667.1153

Environmental Benefit

The proposed restoration/enhancement has a goal of overall environmental and habitat benefit for the subject area. The project involves the removal of a concrete section of channel bank, trash, and non-native species of trees and vegetation which have colonized the waterway and channel bank area. The replacement with native species will provide a more natural and pleasing environment, as well as remedy a few existing problems within the channel reach.

Water quality improvements for the channel are tied to the removal of concrete and improved native habitat which will be created. The habitat of the watercourse as naturally occurring will encourage additional native species to colonize the area following the restoration and management of the plantings. The proposed plant palette will provide a superior living environment for species which are native to riparian areas within San Diego County.

The project will remedy the following problems:

- The channel contains significant amounts of non-native vegetation which exacerbates a non-natural condition and can prevent the growth of native plant and animal species in the area.
- The current state of the channel vegetation is not ideal from an environmental or flood management perspective. Removing large non-native plants and trees will provide greater area for flood waters to migrate, and decrease the peak flow elevation at the location. This in turn will help limit flooding potential upstream of the proposed project location.
- The reach is overgrown with non-native trees and vegetation which provides areas of cover for illegal settlements. Transients frequently utilize this area, and conduct unauthorized dumping. The City holds an annual clean up event within this channel reach to remove trash and other materials, and is well aware of issues within the area. The removal of the non-native trees will decrease the overall vegetation cover and should decrease potential for the pollution of the channel in this location by transients.

Project Details

Approximately 31,000 square feet of channel will undergo enhancement within the proposed project, including 22,000 square feet of riparian and 8,800 square feet of wetland habitat. The enhancement will include the removal of non-native species from the channel including 200+ eucalyptus trees, various non-native weedy species such as broom, castor bean, and tamarisk and re-vegetation with the plant palette listed below. Native trees such as cottonwoods and willows will be preserved, and the revegetation plans will be designed in order to eliminate the need for periodic mowing, cutting, or trimming.

The project will also remove and restore approximately 100 LF of hardened channel bank located on the north side of the channel near the eastern extent of the project.

This channel bank consists of rip rap and concrete which precludes ground cover vegetation growth at the location. The City shall investigate the hydraulic consequences of the non-native plant and tree removal, and shall make use of environmentally acceptable materials that will ensure the stability of the channel bank as well as allow for vegetation growth. During, and following the construction period, the bank will be stabilized with netting and or fiber matrix application along with standard construction BMPs.

In order to evaluate the potential impacts of implementation to the flow regime of the channel, a hydrology study will be prepared for the project prior to implementation. This study will assist in preparing the recommendation for the types of material to be utilized to prevent scour of the channel banks following the removal of non-native vegetation, and the potential need for reinforcement where the concrete is being removed. If the hydrology study indicates that the project area must remain armored or hardscaped, the City will pay the suspended liability.

Container Plant Palette	
Trees	Common Name
Populus fremontii	Fremont Cottonwood
Salix goodingii	Willow
Salix lasiolepis	Arroyo Willow
Anemopsis Californica	Yerba Mansa
Baccharis pilularis	Dwarf Coyote Brush
Baccharis salicifolia	Sticky Seepwillow
Heteromeles arbutifolia	Toyon

Seed Mix Table		
Mix 1- Riparian		
Botanical Name	Common Name	Lbs Pure Live Seed Per Acre
Ambrosia psilostachya	Western Ragweed	2.00
Artemisia douglasiana	Mugwort	2.00
Artemisia palmeri	San Diego Sagewort	2.00
Oenathera elata hookerii	Evening Primrose	1.00
Pluchea odorata	Marsh Fleabane	2.00
Holiotropium curassivicum	Wild Heliotrope	1.00
Mix 2- Wetland		
Botanical Name	Common Name	Lbs Pure Live Seed Per Acre
Artemisia douglasiana	Mugwort	2.00
Oenathera elata hookerii	Evening Primrose	1.00
Pluchea odorata	Marsh Fleabane	2.00
Juncus acutus	Spiny Rush	2.00
Cyperus erigrotis	Tall Flat Sedge	2.00

Project Schedule

Item	Task	Approximate Date
1.	Acquisition of Easements	December 2014
2.	Prepare Engineering Studies, Plans, Specification, and Estimates (PS&E)	March 2015
3.	Prepare Environmental Resources Permit Applications	March 2015
4.	Receive Permits	September 2015
5.	Bidding and Award Process	December 2015
6.	Baseline Monitoring	December 2015
7.	Begin Construction	January 2016
8.	End Construction	September 2016
9.	SEP Closeout	December 2016

Project Budget

Refer to attached "Engineer's Opinion of Probable Cost".

Adjacent Facilities

The adjacent properties to the project are as follows:

- 8881 Fletcher Parkway Medical Building Property was developed in 1987. The City of La Mesa did not have development related storm water requirements in 1987.
- The AAA Building and Parking Structure at 8765 Fletcher Parkway was constructed in 1988. The City of La Mesa did not have development related storm water requirements in 1988.
- The Alterra/Prevada Apartment building was constructed in 2010. The project water quality design was approved by the City and constructed per water quality requirements referenced from the 2007 Regional Storm Water Permit. The project contains Treatment Control BMPs including, Water Quality Swales/Basins, a Baysaver Vault Water Quality Filtration Unit, Filterra Biofiltration Units, and Kristar Downspout Filters.

Monitoring and Maintenance Strategy

Prior to initiating the project, and as part of the Clean Water Act Section 401 Water Quality Certification application, the City will propose success criteria that will be used to determine whether beneficial uses have improved as a result of project implementation, and will propose a five-year monitoring plan to demonstrate whether success criteria have been achieved. Success criteria shall, at a minimum, include vegetative cover, a maximum percent of invasive spp., and CRAM (California Rapid Assessment Method) metrics, or similar type assessment in order to characterize the quality of the reach before and after the project.

The City shall monitor and maintain the restoration area for a period of five years, or until long term success criteria are met. During this time, the City will ensure that the native vegetation is establishing. If problems with the site occur within the designated time frame, the City will be the responsible entity for maintenance. The City will inspect the area seasonally to remove trash and non-natives and ensure that there are no other maintenance issues.

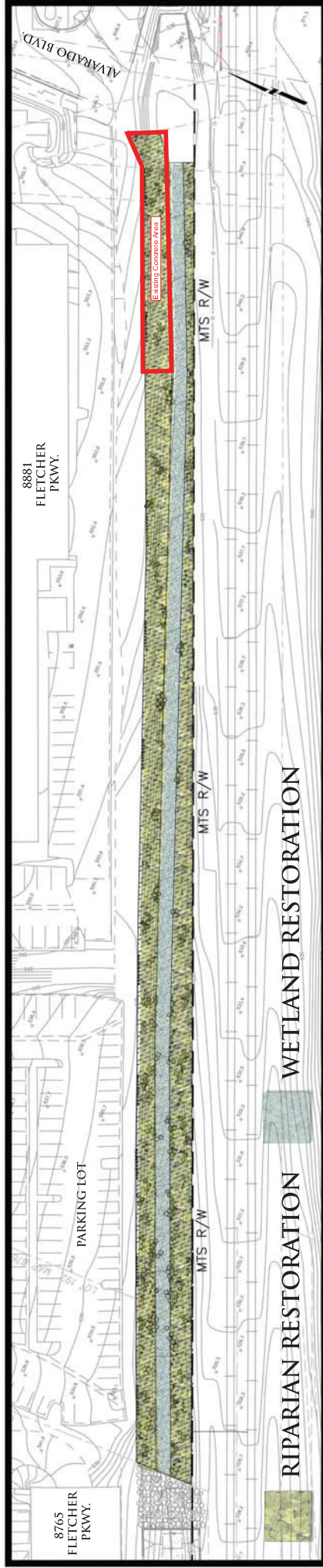
The City will ensure that a preservation mechanism is established to maintain the long term success of the restoration project in perpetuity. This could include a deed restriction, conservation easement, or other mechanism that adequately demonstrates that the site will be maintained without future development or encroachment which could otherwise reduce the functions and values of the site for the variety of Beneficial Uses that it supports. The mechanism must clearly prohibit activities that would result

in soil disturbance, hardscaping, or vegetation removal, other than the removal of non-native vegetation.

Attachment 1: Alvarado Restoration Exhibit

Attachment 2: Engineer's Opinion of Probable Cost

E:\0840 Wastewater\35 Sanitary Sewer Overflows\Investigative Order 2011-0040\ECA\Alvarado\Re-Veg
ECA\SEP Draft 10 21 13 jk_cmc.doc



PLAN - 1" = 30'



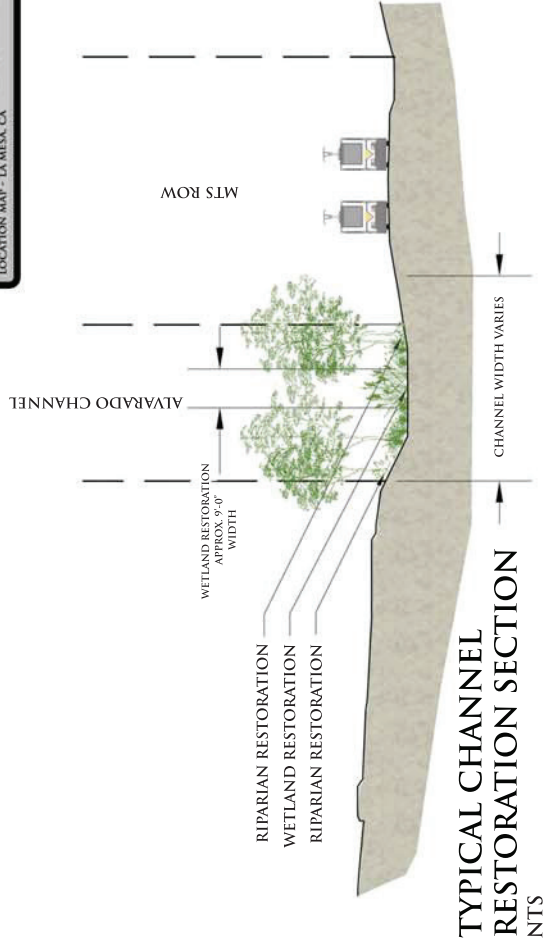
CONTAINER PLANTING PALETTE

TREES	BOTANICAL NAME / COMMON NAME	CONT
	Populus fremontii / Fremont Cottonwood	1 gal
	Salix goodenifl / Willow	1 gal
	Salix lasiolepis / Arroyo Willow	1 gal
SHRUBS	BOTANICAL NAME / COMMON NAME	CONT
	Artemisia californica / Yerba Mansa	1 gal
	Baccharis pilularis / Dwarf Coyote Brush	1 gal
	Baccharis salicifolia / Sticky Sempillow	1 gal
	Heteromeles arbutifolia / Toyon	1 gal



EXISTING SITE PHOTOS

SEED MIX TABLE:	COMMON NAME	LBS. PURE LIVE SEED PER ACRE
MIX 1 - RIPARIAN		
Ambrosia psilostachya	Western Ragweed	2.00
Artemisia douglasiana	Mugwort	2.00
Artemisia palmeri	San Diego Sagewort	2.00
Oenothera elata hookeri	Evening Primrose	1.00
Pluchea odorata	Marsh Fleabane	2.00
Heliotropium curassivicum	Wild Heliotrope	1.00
MIX 2 - WETLAND		
Artemisia douglasiana	Mugwort	2.00
Oenothera elata hookeri	Evening Primrose	1.00
Pluchea odorata	Marsh Fleabane	2.00
Juncus acutus	Spiny Rush	2.00
Cyperus erigratis	Tall Flat Sedge	2.00



TYPICAL CHANNEL RESTORATION SECTION
NTS



ATKINS

ALVARADO CHANNEL RESTORATION

09.10.13

CITY OF LA MESA
ALVARADO CREEK IMPROVEMENTS
ENGINEER'S OPINION OF PROBABLE COST

Tentative Order No.
R9-2013-0137
Attachment B.2

Item No.	Description	Item Unit	Total Quantity	Unit Price	Total Cost
Project Management/Administration					
1	Project Management	N/A	1	\$40,000.00	\$40,000.00
Design and Construction					
2	Design/Permitting	LS	1	\$38,000.00	\$38,000.00
3	Construction Management & Inspection	LS	1	\$35,000.00	\$35,000.00
Trash and Invasives Removal					
4	Tree Removal/Root Grinding	LS	1	\$50,000.00	\$50,000.00
5	Clearing and Grubbing	SY	3,425	\$3.50	\$11,987.50
Site Prep and Grading					
6	Site Preparation: Scarification Grading - 6" Depth	LS	1	\$12,000.00	\$12,000.00
7	Site Preparation: Grading - Fine - 2: Depth	LS	1	\$12,000.00	\$12,000.00
8	Site Preparation: Soil Installation - Top Soil Available on Site	CY	574	\$25.00	\$14,350.00
9	Interim Erosion Control	SF	30,825	\$0.80	\$24,660.00
10	Concrete Rip Rap Removal and Disposal	LS	1	\$15,000.00	\$15,000.00
Revegetation					
11	Planting: 1 Gal. Container Plants	EA	649	\$8.45	\$5,484.05
12	Hydroseed: Riparian Restoration	SF	22,031	\$0.10	\$2,300.00
13	Hydroseed: Wetland Restoration	SF	8,794	\$0.10	\$900.00
14	Water Meter Capacity Charges	EA	1	\$18,500.00	\$18,500.00
15	Irrigation: 2" Water Meter (Hardware and Concrete Valve Box)	EA	1	\$3,250.00	\$3,300.00
16	Irrigation: 2" Febco RP Backflow	EA	1	\$4,000.00	\$4,000.00
17	Irrigation: DIG 2 Station Wireless Solar Irrigation Controller	EA	1	\$800.00	\$800.00
18	Irrigation: 1 1/4" Mainline SCH 40 PVC (Sand Bedded @ 36" Depth)	LF	860	\$37.00	\$31,900.00
19	Irrigation: Jack and Bore for Sleeving	LF	74	\$162.50	\$12,100.00
20	Irrigation: Sleeving 6" HDPE (2 Sleeves Per LF)	LF	74	\$45.50	\$3,400.00
21	Irrigation: 1 1/2" Hunter Remote Control Valve	EA	12	\$676.00	\$8,200.00
22	Irrigation: Hunter PGJ-00 Shrub Rotor (Fixed Riser)	EA	58	\$50.00	\$2,900.00
23	Plant Establishment	SF	30,825	\$0.65	\$20,100.00
	SubTotal				\$366,881.55
	Contingency (10%)				\$32,688.16
	Total				\$399,569.71