



CITY OF SANTA BARBARA

COUNCIL AGENDA REPORT

AGENDA DATE: January 14, 2014

TO: Mayor and Councilmembers

FROM: Engineering Division, Public Works Department

SUBJECT: Lower Mission Creek Flood Control And Mason Bridge Replacement Projects - Cost Sharing Agreement

RECOMMENDATION:

That Council approve and authorize the Public Works Director to execute the Cost Sharing Agreement, to be approved as to form by the City Attorney, for Construction of the Lower Mission Creek Flood Control Project Reach 1A Phase 2 with the Santa Barbara County Flood Control and Water Conservation District as part of the City's Mason Street Bridge Replacement Project.

DISCUSSION:

BACKGROUND

The Lower Mission Creek Flood Control Project (LMC Project) has been a joint project between the U.S. Army Corps of Engineers (Corps), the Santa Barbara County Flood Control and Water Conservation District (District), and the City of Santa Barbara (City), for the past several years. The Project is located along Mission Creek from Canon Perdido Street to Cabrillo Boulevard (see Attachment 1). The Project will widen the creek channel to increase flood flow capacity in order to reduce flooding and property damage to the surrounding areas. In fall 2006, the California Coastal Commission approved the LMC Project's Coastal Consistency Determination application; however, the Corps was unable to secure the required funding to proceed with construction. In 2009, the City and District applied for and received, a Coastal Development Permit, allowing the City and District to proceed with construction.

The LMC Project, in addition to widening the channel, provides for replacement of old concrete walls and non-native invasive plants that will be replaced with native riparian species. Furthermore, natural creek bed improvements will be made to enhance the endangered species habitat for the Steelhead Trout and the Tidewater Goby.

The City and District are committed to moving forward with completing the design and construction of the Project with local funds and grants in affordable increments of work,

due to the benefits of increased flood protection and providing creek rehabilitation. The replacement of the Mason Street Bridge was included as part of the LMC Project. The City has been able to get grant funding to replace the bridge. In order to construct the bridge, it is necessary to construct part of the LMC Project channel to protect the new bridge abutments (see Attachment 2). The bridge project construction is an opportunity to also construct channel walls adjacent to the bridge that are not eligible for grant funding. The proposed cost share agreement with the District (see Attachment 3) provides the means to allow this work to be done by the City and paid for by the District.

CURRENT STATUS

Progress on the LMC Project continues to be made. The first element of construction for the Project was completed in 2009, when the District built a portion of the Project's by-Pass Culvert under the Union Pacific Railroad tracks at the City's Railroad Depot. Since then, several other key elements of the Project have been completed, which include the following:

- Haley Street Bridge – Construction was completed by the City in 2011 with grant and City funds.
- Channel Project Reach 1A-1 – The District in 2011 completed widening the creek channel from the State Street Bridge to the pedestrian walkway behind the Harbor View Inn with grant and District funds including City support and contributions.
- Ortega Bridge – Construction completed by the City in 2012, with grant and City funds.
- Railroad Depot By-Pass Culvert extension, (District Reach 2B) – Construction completed by the District in 2012, with District funds.

The City is now scheduled to move forward in Summer/Fall 2014 with the grant funded construction of the Mason Street Bridge Replacement Project. This schedule is dependent on the City reestablishing construction grant funding this March, which we are on schedule to secure. As part of the City's Mason Street Bridge Replacement Project, the City and County cost share agreement will allow a portion of District Project Reach 1A-Phase 2 (see Attachment 2) and the westerly portion of Reach 1B to be constructed by the City. These sections of the channel wall extend south from Mason Street to the pedestrian bridge near the Harbor View Inn and north from Mason Street approximately 80 feet, respectively. This work is not part of the City's bridge grant funding. City and District staffs propose that the City and District execute an agreement, whereby the costs of construction and maintenance will be defined and shared. The proposed agreement is an opportunity for both the City and District to more efficiently construct the LMC Project at anticipated lower unit construction costs and spend less time doing construction in the creek.

BUDGET/FINANCIAL INFORMATION:

The estimated cost for the construction of the grant funded Mason Street Bridge Project is approximately \$5,000,000. There are sufficient funds in the Streets Capital Program budget for the City's portion of the bridge costs.

Under the cost sharing agreement, which will be approved as to form by the City Attorney, the District will be fully responsible for the costs of construction for the Reach 1A Phase 2 portion of the Project. Funds for construction were included in their adopted Fiscal Year 2013-2014 budget.

ATTACHMENT(S):

1. LMC Project Map
2. Mason Street Bridge Replacement Project Map
3. Local Sponsor Cost Sharing Agreement - Lower Mission Creek Flood Control Project Reach 1A – Phase 2

PREPARED BY: Linda Sumansky, Principal Civil Engineer/mj

SUBMITTED BY: Rebecca Bjork, Acting Public Works Director

APPROVED BY: City Administrator's Office

LOWER MISSION CREEK FLOOD CONTROL PROJECT MAP



LEGEND:

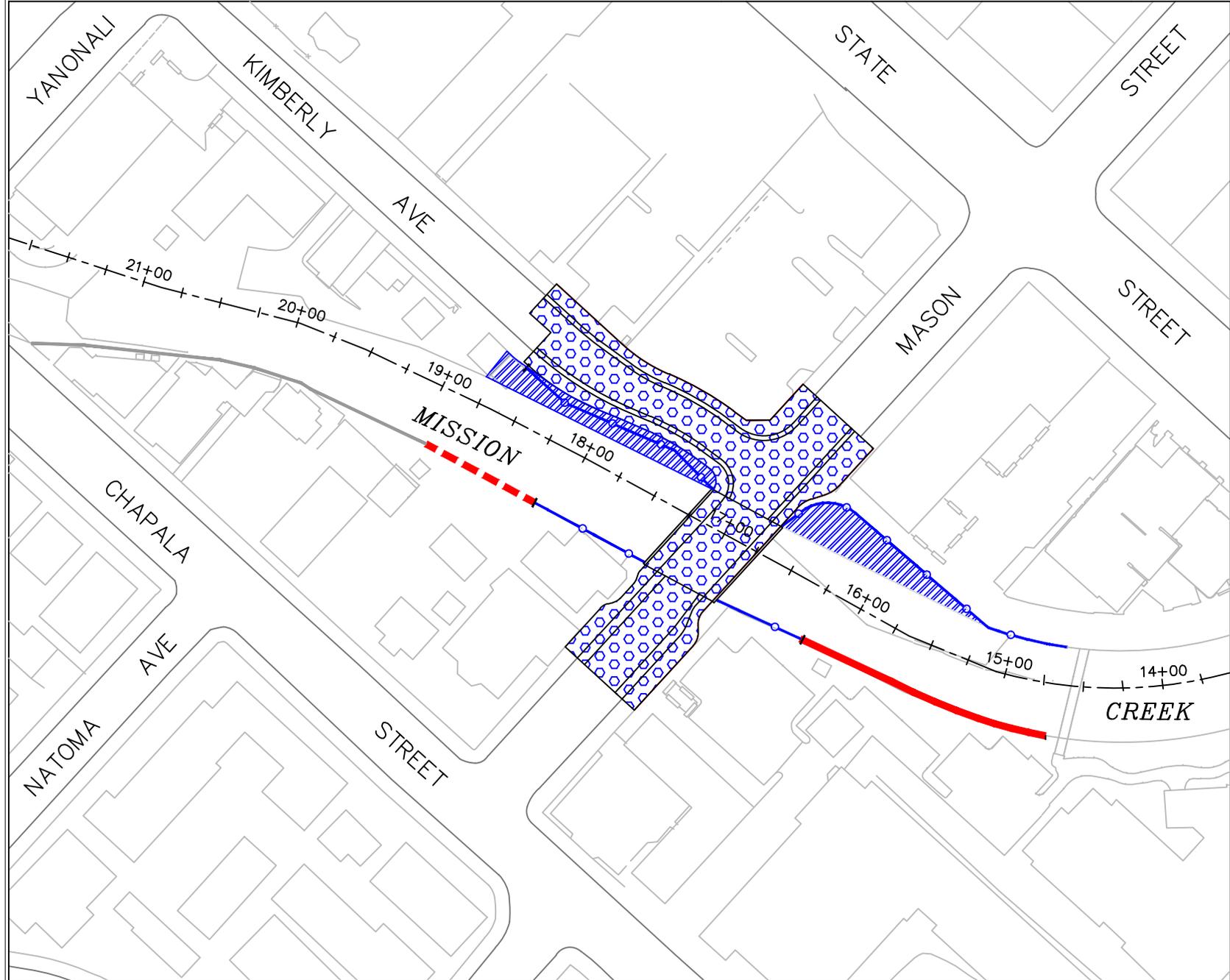
- PROJECT CHANNEL REACH
- - - EXISTING OPEN CHANNEL
- CITY BRIDGE PROJECT
- COMPLETED CONSTRUCTION



N.T.S.

ATTACHMENT 2

MASON STREET BRIDGE REPLACEMENT PROJECT



LEGEND

- Mason Street Bridge Replacement Project
 - Bridge and Roadway
 - Habitat Expansion Zone
 - Channel Walls
- LMC Project Work
 - Phase 1A-2 - Channel Walls
 - Portion of Phase 1B - Channel Walls (optional)



LOCAL SPONSOR COST SHARING AGREEMENT

LOWER MISSION CREEK FLOOD CONTROL PROJECT
REACHES 1A – PHASE 2 and 1B and MASON STREET BRIDGE CONSTRUCTION

THIS AGREEMENT made and entered this ____ day of _____ 2013, by and between the

City of Santa Barbara, a municipal corporation, hereinafter referred to as "CITY";

and the

Santa Barbara DISTRICT Flood Control and Water Conservation District, hereinafter referred to as "DISTRICT";

Witnesseth:

WHEREAS, CITY has the authority to construct, establish and maintain facilities for the collection, control, and discharge of storm water and drains pursuant to California Law and the Santa Barbara City Charter; and,

WHEREAS, DISTRICT has the authority to provide facilities for the collection, control, and discharge of storm water and drains in the DISTRICT pursuant to the Santa Barbara DISTRICT Flood Control and Water Conservation District Act (Stats. 1955, Chapter 1057, p. 2006, as amended); and,

WHEREAS, CITY and DISTRICT are authorized to jointly exercise any power common to both under provisions of Government Code 6500-6514, and CITY and DISTRICT each have powers to investigate, finance, and construct drainage improvements within their jurisdictional limits; and,

WHEREAS, "the Lower Mission Creek Flood Control Project," or the "Creek Project," is a multi-jurisdictional project between the United States Army Corps of Engineers (Corps), the CITY, and the DISTRICT to mitigate flooding within the City of Santa Barbara, with the CITY and DISTRICT as local sponsors.

WHEREAS, the Creek Project will provide benefit to the CITY, and the South Coast Flood Zone within the DISTRICT; and,

WHEREAS, certain CITY bridges are contemplated for replacement as a part of the Creek Project, and such Bridge replacements are being constructed by the CITY; and

WHEREAS, CITY has secured funding for the replacement of the Mason Street Bridge (Bridge Project) and desires to initiate construction; and,

WHEREAS, Reach 1A – Phase 2 is identified as that portion of the Creek Project immediately downstream of the Bridge Project, and a portion of Reach 1B is located immediately upstream of the Bridge Project; and;

WHEREAS, the DISTRICT and CITY have agreed that construction of the two elements of the Creek Project upstream and downstream of the Bridge Project are in the mutual interests of the CITY, DISTRICT, and surrounding properties; and,

WHEREAS, the respective project elements of Reach 1A Phase 2, that portion of Reach 1B, and the Bridge Project are identified on Exhibit 1; and,

WHEREAS, the Creek Project and the Bridge Project have separate funding sources, yet the CITY and the DISTRICT have determined that it is in the best public interest to combine the Bridge Project, Creek Project Reach 1A Phase 2, and a segment of Creek Project Reach 1B into one construction contract, referred to as the “Creek and Bridge Project”; and,

WHEREAS, the CITY’s Planning Commission, acting as the Lead Agency under the California Environmental Quality Act (CEQA), certified and adopted the Creek Project EIS/EIR in 2001, and the DISTRICT Board of Directors, acting as a Responsible Agency, reviewed and considered the environmental effects of the EIS/EIR, appendices and technical studies pursuant to CEQA Section 15096(f), and adopted the CEQA Findings and Statement of Overriding Considerations in May, 2011 pursuant to CEQA Section 15091, as required by CEQA Section 15096(h); and,

WHEREAS, the CITY will assign to the DISTRICT the permanent easement deeds related to the Creek Project as shown on the attached Exhibit 2, that were acquired for the Bridge Project, upon completion and acceptance of the Bridge Project through a separate action.

NOW, THEREFORE, it is mutually agreed by and between the CITY and DISTRICT to coordinate the effort to complete the above portions of the Lower Mission Creek Flood Control Project and the Mason Street Bridge Replacement Project according to the following terms, provisions, limitations and conditions:

SECTION 1. SCOPE OF SERVICES, TERM

For and during the term commencing with the execution of this agreement and continuing until filing of a Notice of Completion verifying that the improvements are completed and installed for both the Creek Project and the Bridge Project, the CITY and DISTRICT shall provide services as necessary to produce the improvements required according to the concurrence of the Director of the DISTRICT and the City Public Works Director, and according to plans which are on file with the CITY and DISTRICT.

CITY and DISTRICT shall be responsible for providing their respective services as follows:

Services Provided by CITY:

1. Serve as Lead Agency for, and provide the environmental review, architectural review, permitting and permit monitoring required for the CITY review/approval elements of the Creek and Bridge Project, and obtain such permits, approvals, access and other similar prerequisites for construction of the improvements, including the required State and Federal resource agency permits for the Bridge Project
2. Subject to the approval of CITY Council, the CITY whenever reasonable and possible, will provide easements to the DISTRICT that are necessary for constructing the Creek Project.
3. Approve all improvements associated with all CITY-owned facilities and provide related design consultation for such improvement as needed.
4. Advertise for bids and award a contract for construction of the Creek and Bridge Project.
5. To construct the Creek Project in conformance with the Plans on file with the DISTRICT.
6. Secure construction management and provide contract administration of the Creek and Bridge Project, including; inspection, surveying, geotechnical services, environmental monitoring during and within the limits of construction, and materials testing. Track costs for these items for Bridge and Creek portions of the projects. DISTRICT shall participate in and approve of the selection of construction management team. In the event of a dispute, every effort will be made to resolve the dispute; however, the CITY's decision shall be final.
7. Secure DISTRICT approval of any Contract Change Orders that affect DISTRICT owned facilities, either cost or design.
8. Such staff and professional assistance as may be necessary in progress and construction of the Creek and Bridge Project, including professional construction inspection services for the Creek and Bridge Project.
9. To not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of both parties and any attempt to assign or so transfer without such consent shall be void and without legal effect.

10. Upon acceptance of the Creek and Bridge Project by the City of Santa Barbara Public Works Director and a filing of a Notice of Completion, CITY will accept ownership and maintenance of those portions of the Creek and Bridge Project within the CITY right-of-way, including water lines, sewer lines, surface improvements including bridge structures and channel transition walls, pavement, curb and gutter, street lighting, and landscaping and irrigation. The CITY will also maintain the habitat expansion zones for the period described in the Creek and Bridge Project permits. No transfer of ownership of equipment or other property from CITY to DISTRICT shall occur as a result of this Agreement.
11. To provide all services described above at no cost to the DISTRICT.

Services Provided by DISTRICT:

1. Provide such DISTRICT lands, rights of way and easements available to the CITY necessary for constructing the Creek and Bridge Project as approved by the County Public Works Director for inclusion.
2. Apply for and obtain the required State and Federal resource agency permits for the Creek Project.
3. To provide written approval of Bid received by CITY to be awarded regarding DISTRICT-owned Facilities. If costs for DISTRICT facilities are not acceptable to DISTRICT, DISTRICT reserves right to direct CITY to omit some or all of these elements.
4. Such staff and professional assistance as may be necessary in the progress and construction of the Creek Project including design related consultation as needed.
5. To review and approve at DISTRICT's discretion contract change orders of elements of the Creek Project that will ultimately be in DISTRICT ownership.
6. To not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of both parties and any attempt to assign or so transfer without such consent shall be void and without legal effect.
7. Upon acceptance of the Creek and Bridge Project by the City of Santa Barbara Public Works Director, following acceptance of the Creek Project by the County Public Works Director through the filing of a Notice of Completion, DISTRICT will accept maintenance of the Lower

Mission Creek open channel corridor from top of bank to top of bank, including the constructed creek and channel walls. At the expiration of the maintenance period given in the Creek and Bridge Project regulatory permits, the DISTRICT will take over maintenance of the habitat expansion zones. No transfer of ownership of equipment or other property from DISTRICT to CITY shall occur as a result of this Agreement.

8. To provide all services described above at no cost to the CITY unless stated otherwise.

SECTION 2. REIMBURSEMENT AND ACCOUNTING

Notwithstanding the above services which are provided by CITY and DISTRICT at their own respective expenses, DISTRICT shall be responsible for reimbursing City for DISTRICT's share of the construction cost related to the Creek and Bridge Project. Construction cost as defined herein shall refer to the final actual construction contract amount for the Creek and Bridge Project bid schedule and on approved change orders. DISTRICT shall reimburse City for those costs expended by CITY in construction of the Creek and Bridge Project for the benefit of the DISTRICT, and as authorized, approved, and accepted by DISTRICT. Respective reaches of DISTRICT responsibility is shown on Exhibit 1.

CITY shall provide to DISTRICT an itemized account of all applicable DISTRICT construction cost expenses incurred by the CITY. CITY will credit DISTRICT account for any amounts agreed upon as credits. CITY shall submit invoices to DISTRICT no more often than once per month. DISTRICT shall pay the amount of such invoices within forty five (45) days of receipt.

SECTION 3. OWNERSHIP AND MAINTENANCE

Notwithstanding the division of costs and expenses or the provision of easements and rights of way by CITY and DISTRICT, ownership and maintenance responsibility for the Project shall be as follows:

- A. DISTRICT will own and maintain the constructed creek channel and constructed channel walls built as part of the Creek Project.
- B. CITY will own and maintain the bridges, drop inlets, connector pipes, irrigation, and City-constructed right of way landscaping.
- C. Maintenance for the Habitat Expansion Zones is described above.

SECTION 4. PROVISIONS FOR CONTRACTOR'S SERVICES

Contracts for services of independent contractors and consultants for work required as part of a preliminary cost shall require:

- A. Prudent provisions for, and limits of, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance;
- B. Workers' Compensation, Professional Liability Insurance and Employer's Liability Insurance, as required by law, to cover all employees while performing any work incidental to the services required;
- C. Prohibition of unlawful discrimination in employment practices in observance of the provisions of the California Labor Code; and,
- D. Requirement that a City business tax certificate be maintained through the term of agreements for those services to be performed within the City of Santa Barbara.

SECTION 5. RECORDS AND STATEMENTS

The CITY shall tender itemized invoices of applicable project expenses, upon standard forms, to the County Public Works Director. Parties shall keep records concerning payment items on a generally recognized period of 4 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by employees or independent agents or either party during reasonable business hours.

SECTION 6. INDEMNITY AND DISCLAIMER

Neither DISTRICT nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is also agreed that, pursuant to California Government Code Section 895.4, CITY shall fully indemnify and hold DISTRICT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

Neither CITY nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by DISTRICT under or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement. It is also agreed that, pursuant to California Government Code Section 895.4, DISTRICT shall fully indemnify and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by DISTRICT under

or in connection with any work, authority or jurisdiction delegated to DISTRICT under this Agreement.

If hazardous material regulated by the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”; 42 U.S.C. Sections 9601-9675) is discovered to exist in, on, or under easements deeded by the CITY to the DISTRICT as shown on the attached Exhibit 2, CITY shall be responsible for the costs of remediation, removal, transport and disposal of said hazardous material. Furthermore, CITY shall defend, indemnify, save, and hold harmless DISTRICT, its agents, employees, officers, successors, and assigns from any and all claims, liabilities, demands, costs (including reasonable attorney fees), and causes of action of all kinds with regard to the condition of the easement property which is a subject of this Agreement, especially contamination by harmful, hazardous and/or toxic materials, if any.

SECTION 7. AMENDMENT

This agreement may be amended or adjusted by the parties, from time to time, only in writing approved by both parties.

SECTION 8. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To DISTRICT: Thomas D. Fayram, Deputy Director of Public Works
Santa Barbara County Flood Control District
130 E. Victoria Street, Suite 200
Santa Barbara, CA 93101

To CITY: Pat Kelly, City Engineer
City of Santa Barbara
130 Garden Street
Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

SECTION 9. AUTHORITY

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or

required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

SECTION 10. TERMINATION

A. By DISTRICT. DISTRICT may, by written notice to CITY, terminate this Agreement in whole or in part at any time, whether for DISTRICT's convenience or because of the failure of CITY to fulfill the obligations herein.

1. For Convenience. DISTRICT may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CITY shall promptly cease work related to the Creek Project and notify DISTRICT as to the status of its performance. Notwithstanding any other payment provision of this Agreement, DISTRICT shall pay CITY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CITY be paid an amount in excess of the full price approved by DISTRICT based on the written approved bid nor for profit on unperformed portions of service. CITY shall furnish to DISTRICT such financial information as in the judgment of DISTRICT is necessary to determine the reasonable value of the services rendered by CITY. In the event of a dispute as to the reasonable value of the services rendered by CITY, the decision of DISTRICT shall be final. The foregoing is cumulative and shall not effect any right or remedy which DISTRICT or CITY may have in law or equity.

2. For Cause. Should CITY default in the performance of this Agreement or materially breach any of its provisions, DISTRICT may, at DISTRICT's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CITY.

B. By CITY. CITY may, by written notice to DISTRICT, terminate this Agreement in whole or in part at any time, whether for CITY's convenience or because of the failure of DISTRICT to fulfill the obligations herein.

1. For Convenience. CITY may terminate this Agreement upon thirty (30) days written notice. Notwithstanding any other payment provision of this Agreement, DISTRICT shall pay CITY for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CITY be paid an amount in excess of the full price approved by DISTRICT based on the written approved bid nor for profit on unperformed portions of service. CITY shall furnish to DISTRICT such financial information as in the judgment of DISTRICT is necessary to determine the reasonable value of the services rendered by CITY. In the event of a dispute as to the reasonable value of the services rendered by CITY, the decision of DISTRICT shall be final. The

foregoing is cumulative and shall not effect any right or remedy which CITY or DISTRICT may have in law or equity.

2. For Cause. Should DISTRICT fail to pay CITY as required in Section 2, CITY may, at DISTRICT's option terminate this agreement if such failure is not remedied by DISTRICT within thirty (30) days of written notice to DISTRICT of such late payment.

SECTION 11. APPLICABLE LAW

This agreement shall be subject to the Charter, laws, rules and regulations in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

SECTION 12. INTEGRATED AGREEMENT

This agreement constitutes the sole and entire agreement between the CITY and DISTRICT with respect to the subject matter hereof. The agreement correctly sets forth the obligations of the CITY and DISTRICT hereto each other as of the date of this agreement. All agreements or representations respecting the subject matter of this agreement not expressly set forth or referred to in this agreement are null and void.

The following exhibits are incorporated by reference in this agreement:

Exhibit 1: Map of Limits of Construction and Construction Cost Responsibility for Reach 1A Phase 2, Reach 1B, and the Mason Street Bridge Replacement Project

Exhibit 2: CITY Fee Acquisition, Easement Rights to be Assigned to Flood Control

LOWER MISSION CREEK FLOOD CONTROL PROJECT
REACH 1A – PHASE 2 AND REACH 1B CONSTRUCTION

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF SANTA BARBARA

SANTA BARBARA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Rebecca Bjork
ACTING PUBLIC WORKS DIRECTOR

APPROVED AS TO CONTENT:

ATTEST:

Scott D. McGolpin, P.E.
PUBLIC WORKS DIRECTOR

Gwen Peirce, CMC
CITY CLERK SERVICES MANAGER

APPROVED AS TO FORM:
Dennis A. Marshall
COUNTY COUNSEL

APPROVED AS TO CONTENT:

By: _____
Deputy

R. Patrick Kelly, P.E.
ASSISTANT PUBLIC WORKS DIRECTOR/CITY
ENGINEER

APPROVED AS TO ACCOUNTING FORM:
Robert W. Geis, C.P.A.
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:

APPROVED AS TO FORM:
Ray Aromatorio, A.R.M., A.I.C.
RISK MANAGER

Stephen P. Wiley,
CITY ATTORNEY

By: _____

EXHIBIT 1

LIMITS OF CONSTRUCTION AND CONSTRUCTION COST RESPONSIBILITY

REACH 1A PHASE 2, REACH 1B AND MASON STREET BRIDGE REPLACEMENT PROJECT

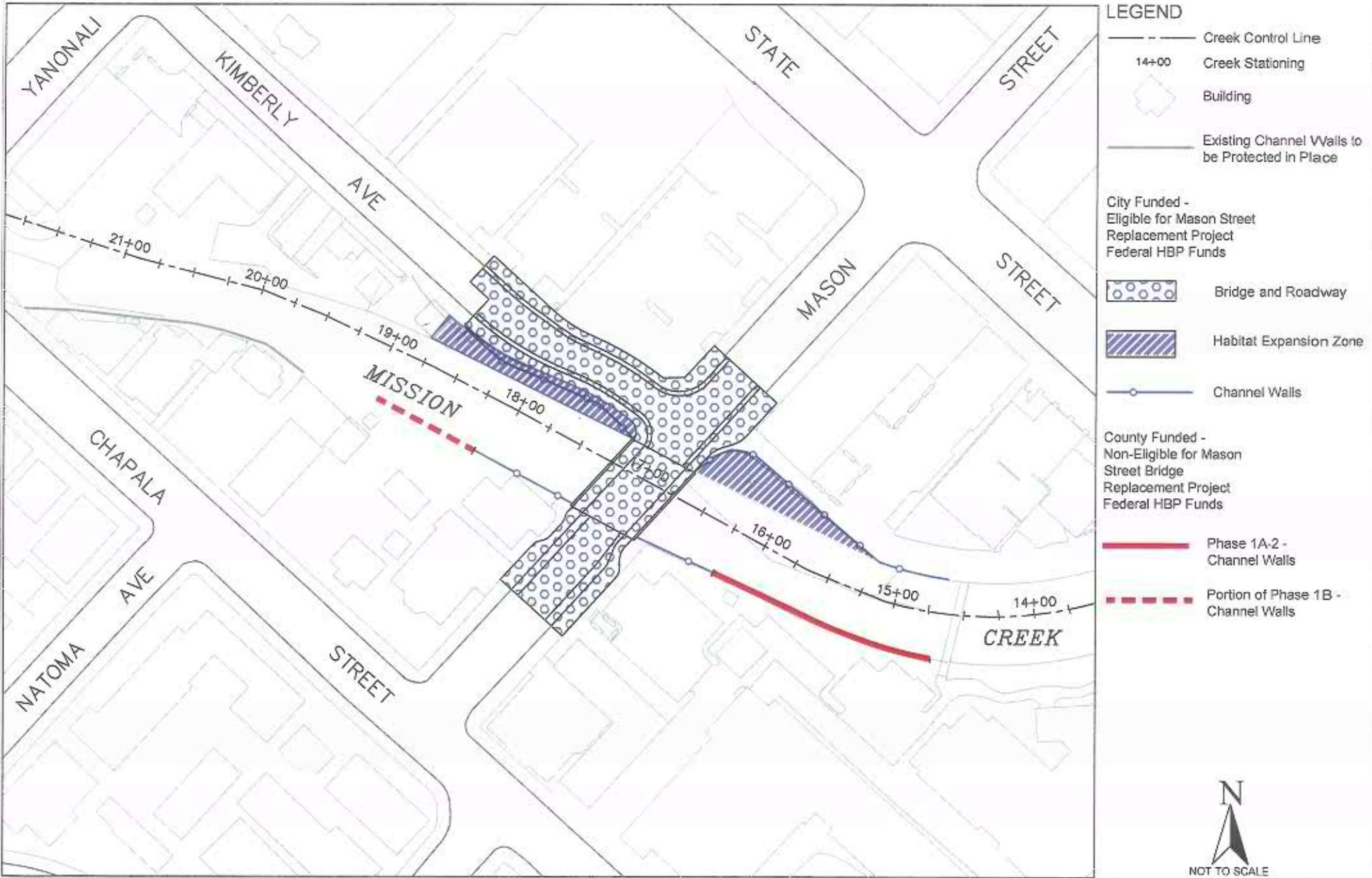
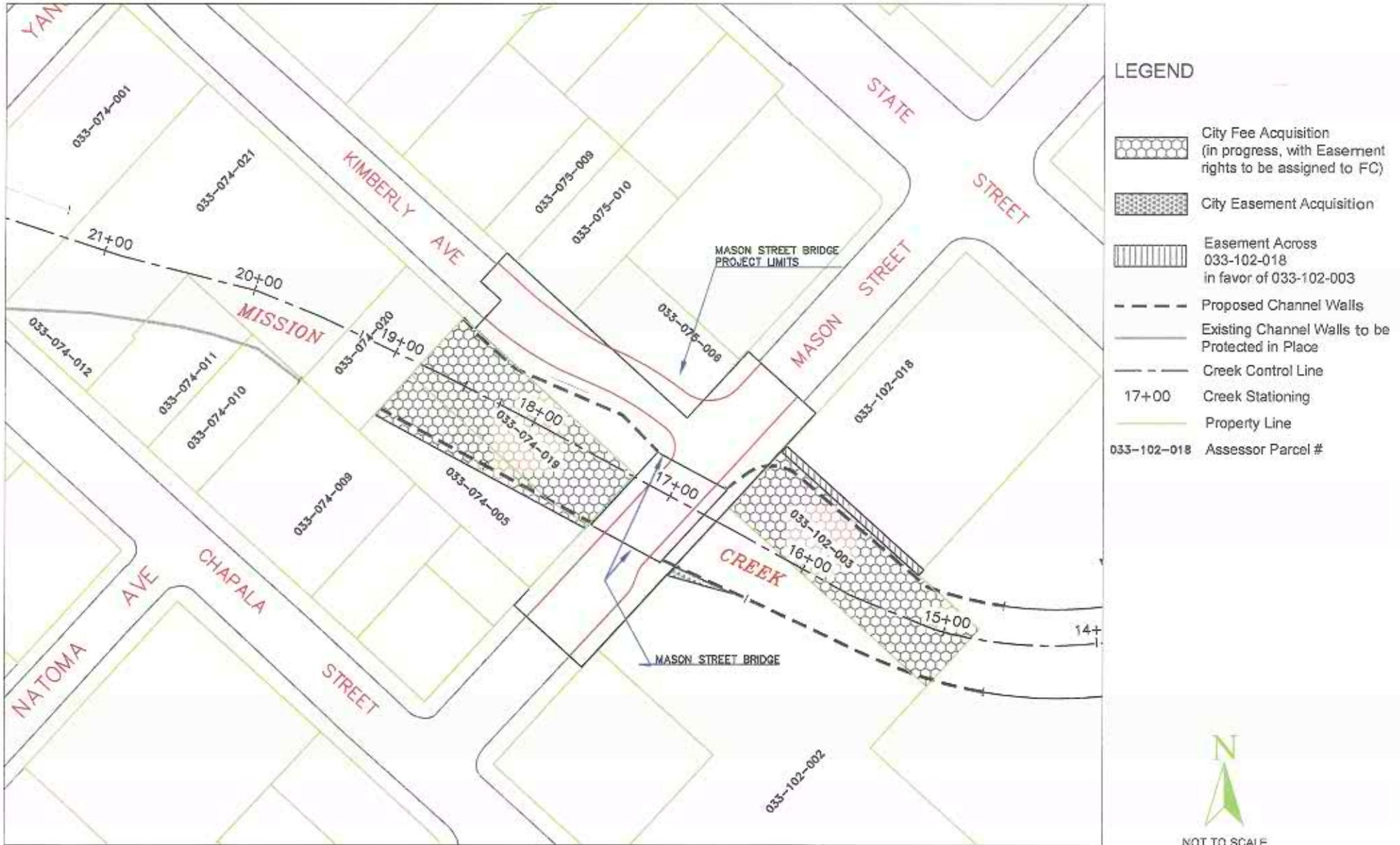


EXHIBIT 2

CITY FEE ACQUISITION WITH EASEMENT RIGHTS TO BE ASSIGNED TO FLOOD CONTROL





Lower Mission Creek Flood Control Project Update



MASON STREET BRIDGE
LOCAL SPONSOR COST SHARING AGREEMENT
January 14, 2014

Lower Mission Creek Flood Control Project



Project Limits 1.3 Miles
of Lower Mission Creek



Lower Mission Creek Flood Control Project

- ◆ Background
- ◆ Status
- ◆ Cost Sharing Agreement
- ◆ Timing
- ◆ Conclusion



Lower Mission Creek Flood Control Project

January 10, 1995

Lower Mission Creek
Downstream of US Hwy 101



Lower Mission Creek Flood Control Project

February 23, 1998
State Street South Of US Hwy 101



1960 cfs @ Mission Bridge Gauge

Lower Mission Creek Flood Control Project

Project Design Objectives:
Reduce Flooding



	FLOOD EVENT			
	25 yr	50 yr	100 yr	500 yr
No. of parcels in the floodplain	232	451	674	904
No. of parcels in the floodplain with LMCFCP	61	268	570	890



Lower Mission Creek Flood Control Project

Other Objectives

- ◆ Replace with native plants and restore the major species of the riparian community along the project reach
- ◆ Enhance aquatic habitat by improving the streambed characteristics
- ◆ Improve aesthetics



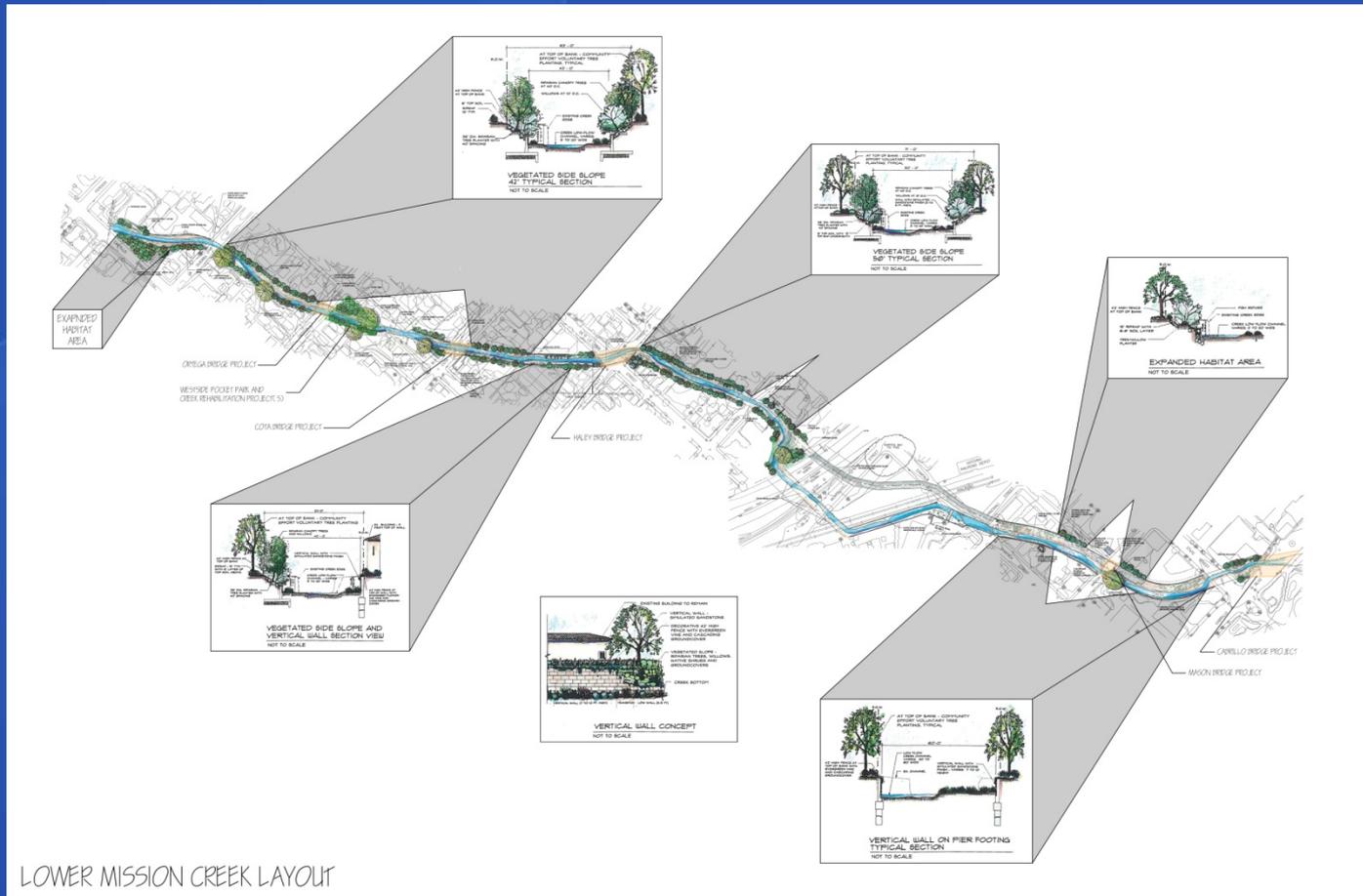
Lower Mission Creek Flood Control Project

History

- ◆ EIR/EIS approved by City in 2000
- ◆ California Coastal Commission issued Coastal Consistency Determination in August 2006
- ◆ U.S. Corps of Engineers project remained unfunded
- ◆ City and District acquired CDP in 2009 to move forward in increments as funds become available

Lower Mission Creek Flood Control Project

Creek layout with bridge locations



Lower Mission Creek Flood Control Project

Project Status - Construction Complete:

County

- ◆ Culvert beneath Railroad Tracks (2009)
- ◆ Reach 1A – Phase 1, State St to Hotel Bridge (2011)



City

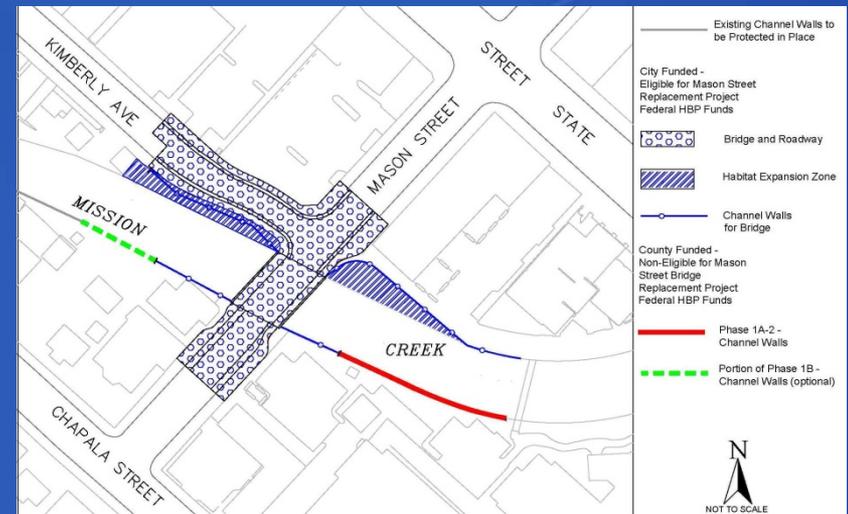
- ◆ Haley/DLV Bridge (2010)
- ◆ Ortega Bridge (2011)



Lower Mission Creek Flood Control Project

Cost Share Agreement – Mason Street Bridge Project

- ◆ Cost share agreement defines the construction and maintenance costs shared by the City and County
- ◆ Estimated City cost - \$5M
- ◆ Estimated County cost - \$1.7M





Lower Mission Creek Flood Control Project

Timing

County – Assessment Funds

- ◆ Currently budgeted

City – Grant Funding

- ◆ Right of Way Certification – Dec 13
- ◆ Authorization to Bid – Feb 14 (Bid Ready)
- ◆ Bridge Re-Funding – Apr 14



Lower Mission Creek Flood Control Project

Conclusion

- ◆ It is in the interest of the City and County to combine these projects for cost and public impact reasons
- ◆ City and District will share costs of the project per the agreement
- ◆ Pending Caltrans funding, the Creek and Bridge Project will move forward Summer 2014



Lower Mission Creek Flood Control Project