

ONLINE AGENDA INFORMATION

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CITY OF EL CAJON

*City Council/Housing Authority/
Successor Agency to the Redevelopment Agency*

AGENDA



April 10, 2018

**Honoring
and celebrating
the people
who make
El Cajon**

***The Valley
of
Opportunity***

Bill Wells
Mayor

Gary Kendrick
Mayor Pro Tem

Steve Goble
Councilmember

Ben Kalasho
Councilmember

Bob McClellan
Councilmember

Douglas Williford
City Manager

Morgan Foley
City Attorney

Graham Mitchell
Assistant City Manager

Angela Aguirre
City Clerk



**April 10, 2018
3:00 p.m.**

The Agenda contains a brief general description of each item to be considered and most items have a *RECOMMENDATION* from Staff or a Commission, which Council will consider when making a final decision.

Copies of written documentation relating to each item of business on the Agenda are on file in the City Clerk's Office and in the Agenda Book next to the podium in the Council Chambers.

PLEASE COMPLETE A "REQUEST TO SPEAK" FORM FOR EACH ITEM PRIOR TO THE COMMENCEMENT OF THE MEETING AND SUBMIT IT TO THE CITY CLERK if you wish to speak about an Item on the Agenda or under Public Comment.

- **CALL TO ORDER:** Mayor Bill Wells
- **ROLL CALL:** City Clerk Angela Aguirre



PLEDGE OF ALLEGIANCE TO FLAG AND MOMENT OF SILENCE

- **POSTINGS:** The City Clerk posted Orders of Adjournment of the March 27, 2018, Meetings and the Agenda of the April 10, 2018, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.
- **PRESENTATIONS:**
 - Presentation: El Cajon Valley High School – Culinary Program
 - Presentation: Jordan Walker – ATAC Officer of the Year Award
 - Presentation: April Pool's Day
- **AGENDA CHANGES:**

CONSENT ITEMS: (1.1 – 1.10)

** Asterisk indicates agenda item includes back up information available for review.*

Consent Items are routine matters enacted by one motion according to the RECOMMENDATION listed below. With the concurrence of the City Council, a Council Member or person in attendance may request discussion of a *Consent Item* at this time.

*1.1 MINUTES OF CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY MEETINGS

RECOMMENDATION: That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the March 27, 2018 Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

1.2 WARRANTS

RECOMMENDATION: That the City Council approves payment of Warrants as submitted by the Finance Department.

1.3 APPROVAL OF READING BY TITLE AND WAIVER OF READING IN FULL OF ORDINANCES ON AGENDA

RECOMMENDATION: That the City Council approves the reading by title and waive the reading in full of all Ordinances on the Agenda.

*1.4 NRPA 10-MINUTE WALK AND TECHNICAL ASSISTANCE GRANT ACCEPTANCE (Report: Frank Carson, Director of Recreation)

RECOMMENDATION: That the City Council approve the grant agreement funding from the National Recreation & Park Association (NRPA) for the 10-Minute Walk Planning Grant and Technical Assistance.

CONSENT ITEMS: (Continued)

- *1.5 RESOLUTION: AWARD OF BID NO. 029-18, STREET RESURFACING/PAVEMENT PRESERVATION 2018 (Report: Nahid Razi, Purchasing Agent)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order awarding the bid to the lowest responsive, responsible bidder, American Asphalt South, Inc., in the amount of \$268,955.60.

- *1.6 RESOLUTION: AUTHORIZATION FOR THE EXECUTION OF A PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR AN ACTIVE TRANSPORTATION PROGRAM (ATP) STATE AID GRANT-CAJON VALLEY UNION SCHOOL DISTRICT SAFE ROUTES TO SCHOOL PROJECT (ATPL 5211(038)) (Report: Yazmin Arellano, City Engineer/Deputy Director of Public Works)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order to approve a Program Supplement Agreement No. 0Q72, ATPLNI 5211 (038), for a State-Aid Grant for the Cajon Valley Union School District Safe Routes to School Project.

- *1.7 SET PUBLIC HEARING DATE FOR THE ADOPTION OF THE PROPOSED 2018 FIVE (5) YEAR REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (2018 RTIP) (Report: Yazmin Arellano, Deputy Director of Public Works/City Engineer)**

RECOMMENDATION: That the City Council directs the City Clerk to set a Public Hearing on April 24, 2018, at 3:00 p.m., for adoption of the proposed 2018 Five (5) Year Regional Transportation Improvement Program (RTIP).

- *1.8 RESOLUTION: LICENSE AGREEMENT FOR WIRELES INSTALLATION ON PUBLIC STRUCTURES (Report: Graham Mitchell, Assistant City Manager)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order, authorizing a License Agreement for Wireless Installation on Public Structures with New Cingular Wireless PCS, LLC.

CONSENT ITEMS: (Continued)

- *1.9 REQUEST FOR USE OF CITY COUNCIL CHAMBER
(Report: Graham Mitchell, Assistant City Manager)**

RECOMMENDATION: That the City Council approves the use of the City Council Chamber for Public Hearings to be conducted by the California Public Utilities Commission (PUC) on June 13, 2018.

- *1.10 TRAVEL EXPENSES FOR COUNCILMEMBER KALASHO TO TESTIFY
BEFORE THE ASSEMBLY EDUCATION COMMITTEE ON ASSEMBLY
BILL 2858 – COLLECTION OF PUPIL DEMOGRAPHIC DATA:
CHALDEAN OR ASSYRIAN CATEGORY
(Report: Graham Mitchell, Assistant City Manager)**

RECOMMENDATION: That the City Council reviews and approves the attached Claim for Advance/Reimbursement of Travel Expense form for Councilmember Kalasho, submitted in accordance with City Council Policy G-1.

PUBLIC COMMENT

At this time, any person may address a matter within the jurisdiction of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency that is not on the Agenda. Comments relating to items on today's agenda are to be taken at the time the item is heard. State law prohibits discussion or action on items not on the Agenda; however, Council, Authority and Agency Members may briefly respond to statements or questions. An item may be placed on a future Agenda.

2. WRITTEN COMMUNICATIONS: None

3. PUBLIC HEARINGS: None

4. ADMINISTRATIVE REPORTS:

***4.1 RESOLUTION: EAST COUNTY ADVANCED WATER PURIFICATION PROGRAM (Report: Graham Mitchell, Assistant City Manager)**

RECOMMENDATION: That the City Council adopts the next RESOLUTION in order, authorizing the City Manager to enter into a First Amendment to the Memorandum of Understanding with Padre Dam Municipal Water District to participate in, and fund \$500,000.00 towards second term work related to the East County Advanced Water Purification Program.

5. COMMISSION REPORTS: None

6. ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS

SANDAG (San Diego Association of Governments); League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; Indian Gaming Local Community Benefit Committee. LAFCO*

***6.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

***6.2 LEGISLATIVE UPDATE (Report: Graham Mitchell, Assistant City Manager)**

RECOMMENDATION: That the City Council opposes AB 3119 (Gonzalez Fletcher) and receives an update on SB 827 and SB 946.

ACTIVITIES REPORTS OF COUNCILMEMBERS

7. MAYOR PRO TEM GARY KENDRICK Heartland Communications JPA; Heartland Fire Training JPA.

***7.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

8. COUNCILMEMBER BOB MCCLELLAN MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications JPA – Alternate.

***8.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

9. COUNCILMEMBER BEN KALASHO
East County Economic Development Council – Alternate; METRO Commission/Wastewater JPA; Indian Gaming Local Community Benefit Committee – Alternate.

***9.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

10. COUNCILMEMBER STEVE GOBLE
SANDAG – Alternate; SANDAG Public Safety Committee – Alternate; Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council; METRO Commission/Wastewater JPA - Alternate.

***10.1 COUNCIL ACTIVITIES REPORT/COMMENTS**

11. JOINT COUNCILMEMBER REPORTS: None

12. GENERAL INFORMATION ITEMS FOR DISCUSSION: None

13. ORDINANCES: FIRST READING - None

14. ORDINANCES: SECOND READING AND ADOPTION

***14.1 WELD INDUSTRIAL – PROPOSED SPECIFIC PLAN AMENDMENT FOR AN INDUSTRIAL BUILDING – 1900 WELD BOULEVARD**

RECOMMENDATION: That Mayor Wells requests the City Clerk to recite the title.

An Ordinance Approving an Amendment to Specific Plan No. 246 for an Industrial Development located at the North side of Weld Boulevard between Gillespie Way and Windmill View in the M (Manufacturing) Zone; APN: 384-232-04; General Plan Designation: Light Industrial (LI).

- **MOTION to adopt Ordinance amending Specific Plan No. 246.**

15. CLOSED SESSION:

RECOMMENDATION: That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency adjourns to Closed Session as follows:

15.1 PUBLIC EMPLOYEE APPOINTMENT – pursuant to California Government Code section 54957 (b) (1):

**PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager/Executive Director**

16. RECONVENE TO OPEN SESSION:

City Attorney or Representative reports on action taken in Closed Session.

ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 10th day of April 2018, is adjourned to Tuesday, April 24, 2018, at 3:00 p.m.

JOINT MEETING OF THE
EL CAJON CITY COUNCIL/HOUSING
AUTHORITY/SUCCESSOR AGENCY
TO THE REDEVELOPMENT AGENCY



MINUTES

CITY OF EL CAJON
EL CAJON, CALIFORNIA

March 27, 2018

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the Redevelopment Agency of the City of El Cajon, California held Tuesday, March 27, 2018, was called to order by Mayor/Chair Bill Wells at 3:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

Council/Agencymembers present:
Council/Agencymembers absent:
Mayor Pro Tem/Vice Chair present:
Mayor/Chair present:
Other Officers present:

Goble, Kalasho and McClellan
None
Kendrick
Wells
Aguirre, City Clerk/Secretary
Foley, City Attorney/General Counsel
Mitchell, Assistant City Manager
Williford, City Manager/Executive Director

MAYOR PRO TEM KENDRICK led the PLEDGE OF ALLEGIANCE TO FLAG and MOMENT OF SILENCE. (The Courts have concluded that sectarian prayer as part of City Council Meetings is not permitted under the Constitution).

POSTINGS: The City Clerk posted Orders of Adjournment of the March 13, 2018, meeting and the Agenda of the March 27, 2018, meetings in accordance with State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

- **Presentation: Marriott Courtyard Hotel – Manager, Juan Alarid**
- **Presentation: TEDxKids@EICajon**
- **Commendation: PetSmart Charities Grant**

AGENDA CHANGES: None

CONSENT ITEMS: (1.1 – 1.12)

MOTION BY WELLS SECOND BY McCLELLAN, to APPROVE Consent Items 1.1 to 1.12.

MOTION CARRIED BY UNANIMOUS VOTE.

1.1 MINUTES OF CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE EL CAJON REDEVELOPMENT AGENCY

Approve Minutes of the March 13, 2018, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

1.2 WARRANTS

Approve payment of Warrants as submitted by the Finance Department.

1.3 APPROVAL OF READING BY TITLE AND WAIVER OF READING IN FULL OF ORDINANCES ON AGENDA

Approve the reading by title and waive the reading in full of all Ordinances on the Agenda.

**1.4 RESOLUTIONS: AUTHORIZATION TO APPLY FOR SANDAG'S SMART GROWTH INCENTIVE PROGRAM (SGIP) AND ACTIVE TRANSPORTATION GRANT PROGRAM (ATGP)
(Report: Dirk Epperson, Director of Public Works)**

Adopts RESOLUTION NO. 014-18 AUTHORIZING the City Manager to submit applications for SANDAG's Smart Growth and Active Transportation Grant Programs; execute such grant agreements with SANDAG as necessary; and appropriate and expend funds if the City is successful in obtaining grant funding.

CONSENT ITEMS: (Continued)

Resolution No. 015-18 is voided and un-assigned.

1.5 RESOLUTION: URBAN GREENING GRANT (Report: Frank Carson, Director of Recreation)

Adopts RESOLUTION NO. 016-18 to approve an application for the Urban Greening Grant through the California Natural Resources Agency

1.6 RESOLUTION: AWARD OF BID NO. 025-18, UPGRADE TRAFFIC SIGNALS – WASHINGTON & CHASE CORRIDOR (Report: Nahid Razi, Purchasing Agent)

- Finds the first, third, and fourth low bidders non-responsive for the reasons set forth in this agenda report; and
- Adopts RESOLUTION NO. 017-18 awarding the bid to the lowest responsive, responsible bidder, DBX, Inc., in the amount of \$846,449.00.

1.7 2018 OFFICE OF EMERGENCY SERVICES – CALIFORNIA COVERDELL GRANT (Report: Jeff Davis, Chief of Police)

- Authorizes the City Manager or designee to accept the 2018 California Coverdell Grant in the amount of \$3,822.00, and to execute any grant documents and agreements necessary for the receipt and use of these funds; and
- Appropriate funds in the amount of \$3,822.00 to purchase a Foster & Freeman Crime-Lite 82L to be used by the El Cajon Police Department Forensic Lab to improve the quality of crime scene processing.

1.8 PURCHASE OF RADIO EQUIPMENT AND INSTALLATION (Report: Nahid Razi, Purchasing Agent)

RECOMMENDATION: That the City Council authorizes the Purchasing Agent, in accordance with Municipal Code 3.20.010.C.5, to execute a purchase agreement with Motorola Solutions, Inc., for the purchase of radio equipment and installation services in the total amount of \$226,357.50.

CONSENT ITEMS: (Continued)

1.9 COMMUNITY EVENT IN THE RIGHT-OF-WAY – CAJON CLASSIC CRUISE (Report: Frank Carson, Director of Recreation)

Approves the use of the public right-of-way for the 2018 “Cajon Classic Cruise” series, subject to conditions.

1.10 COMMUNITY EVENT – DINNER AND A CONCERT (Report: Frank Carson, Director of Recreation)

Approves the 2018 “Dinner and a Concert” series, subject to conditions.

1.11 COMMUNITY EVENT – 2018 JULY 4TH PICNIC AT KENNEDY PARK (Report: Frank Carson, Director of Recreation)

- APPROVES the sale of merchandise by vendors at Kennedy Park associated with the annual July 4th picnic and fireworks display.
- AUTHORIZES the City Manager, or designee, to execute the necessary agreements and forms for the annual July 4th fireworks display at Granite Hills High School.

1.12 2017 GENERAL PLAN ANNUAL REPORT (Report: Anthony Shute, Director of Community Development)

- Accepts this annual progress report required by the State; and
- Directs staff to forward the report to the Governor’s Office of Planning and Research (OPR), the State Department of Housing and Community Development (HCD) and the San Diego Association of Governments (SANDAG).

PUBLIC COMMENT:

Jim Cirigliano spoke about the Rent Mediation process for Villa Novia Mobile Home Park, and requested a second meeting with City Staff to further discuss options. **Councilmember Kalasho** stated he would like to participate in the discussions and meetings between the residents at Villa Novia and the park management group.

PUBLIC COMMENT: (Continued)

Mary Sessom, representing the San Diego County Regional Airport Authority, requested the **Council's** support in opposing AB 3119 when it becomes officially introduced. The bill proposes the San Diego Unified Port District consolidation. **Mayor Wells** stated that, at the appropriate time, the City will support the opposition of AB 3119.

Brenda Hammond spoke about staying strong through illnesses.

JC spoke of his Constitutional Rights being violated.

2. WRITTEN COMMUNICATIONS: None

3. PUBLIC HEARINGS: None

4. ADMINISTRATIVE REPORTS:

4.1 JOHNSON AVENUE SEWER RELIEF PROJECT, WW3250-2
(Report: Dirk Epperson, Director of Public Works)

RECOMMENDATION: That the City Council receives a project status update.

DISCUSSION

Director of Public Works, Dirk Epperson, provided a summary of the Item.

In response to a question by **Councilmember Goble, Director of Public Works, Dirk Epperson**, stated that most of the abandoned pipe will be filled up and abandoned in place, and some parts will be taken out and disposed of appropriately.

4.2 2017 CALIFORNIA LEGISLATIVE HOUSING PACKAGE
(Report: Anthony Shute, Director of Community Development)

RECOMMENDATION: Informational Only.

DISCUSSION

City Manager Williford provided information on traditional Land Use Authority and Zoning

ADMINISTRATIVE REPORTS: (Item 4.2 - Continued)

Director of Community Development, Anthony Shute, provided a detailed report of newly adopted Legislative bills.

Discussion ensued amongst **Council** and **Staff** regarding:

- Opportunity for multi-housing buildings under SB 35;
- Possibility of replacing older apartments with new construction;
- Potential for more on-street parking requirements;
- Multi-family communities would require more public services;
- Multi-family communities would also require more schools in the City.

5. COMMISSION REPORTS: None

6. ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS

SANDAG (San Diego Association of Governments); League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; Indian Gaming Local Community Benefit Committee. LAFCO*

6.1 Council Activities Report/Comments

REPORT AS STATED

6.2 LEGISLATIVE REPORT

Mayor Wells stated that, for the last two City Council meetings, he provided updates on two bills that Council has chosen to oppose. Both SB 827 and SB 946 continue to work through the committee; no further information is available at this time.

ACTIVITIES REPORTS OF COUNCILMEMBERS

7. MAYOR PRO TEM GARY KENDRICK

Heartland Communications JPA; Heartland Fire Training JPA.

7.1 Council Activities Report/Comments

In addition to the submitted report, **Mayor Pro Tem Kendrick** stated that on March 24, 2018, he attended the Lincoln Reagan Dinner.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

8. COUNCILMEMBER BOB MCCLELLAN

MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications JPA – Alternate.

8.1 Council Activities Report/Comments

In addition to the submitted report, **Councilmember McClellan** stated that on March 26, 2018, he attended the MTS Budget Development Meeting.

9. COUNCILMEMBER BEN KALASHO

East County Economic Development Council – Alternate; METRO Commission/Wastewater JPA; Indian Gaming Local Community Benefit Committee – Alternate.

9.1 Council Activities Report/Comments

REPORT AS STATED.

10. COUNCILMEMBER STEVE GOBLE

SANDAG – Alternate; SANDAG Public Safety Committee – Alternate; Chamber of Commerce – Government Affairs; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council; METRO Commission/Wastewater JPA - Alternate.

10.1 Council Activities Report/Comments

In addition to the submitted report, **Councilmember Goble** stated that on March 27, 2018, he attended the East County Government Affairs Subcommittee.

11. JOINT COUNCILMEMBER REPORTS: None

12. GENERAL INFORMATION ITEMS FOR DISCUSSION:

13. ORDINANCES: FIRST READING - None

14. ORDINANCES: SECOND READING AND ADOPTION - None

15. CLOSED SESSIONS:

RECOMMENDATION: That the City Council/Housing Authority/Successor Agency to the Redevelopment Agency adjourns to Closed Session as follows:

15.1 PUBLIC EMPLOYEE APPOINTMENT – pursuant to California Government Code section 54957 (b) (1):

PUBLIC EMPLOYEE APPOINTMENT
Title: City Manager/Executive Director

MOTION BY WELLS, SECOND BY McCLELLAN, to ADJOURN to Closed Session at 4:38 p.m.

MOTION CARRIED BY UNANIMOUS VOTE.

16. RECONVENE TO OPEN SESSION AT 4:51 P.M.

City Attorney Foley reported the following actions:

15.1 City Council by unanimous vote, decided to conduct an interview with **Assistant City Manager, Graham Mitchell**, at the regularly scheduled meeting of April 10, 2018 under Closed Session.

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 27th day of March 2018, at 4:52 p.m., to Tuesday, March 27, 2018, at 7:00 p.m.

Angela Aguirre
City Clerk/Secretary

JOINT MEETING OF THE EL CAJON CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

March 27, 2018

An Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency of the City of El Cajon, California, held Tuesday, March 27, 2018, was called to order by Mayor/Chair Bill Wells at 7:02 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California. This meeting was adjourned from the Adjourned Regular Joint Meeting held at 3:00 p.m., Tuesday March 27, 2018, by order of the City Council and Redevelopment Agency.

ROLL CALL

Council/Agency members present:	Goble, Kalasho and McClellan
Council/Agency members absent:	None
Mayor Pro Tem/Vice Chair present:	Kendrick
Mayor/Chair present:	Wells
Other Officers present:	Aguirre, City Clerk/Secretary Foley, City Attorney/General Counsel Mitchell, Assistant City Manager Williford, City Manager/Executive Director

MAYOR PRO TEM KENDRICK led the PLEDGE OF ALLEGIANCE TO FLAG and MOMENT OF SILENCE. (The Courts have concluded that sectarian prayer as part of City Council meetings is not permitted under the Constitution)

AGENDA CHANGES: None

PUBLIC COMMENT: None

PUBLIC HEARINGS:

100 WELD INDUSTRIAL – PROPOSED SPECIFIC PLAN AMENDMENT FOR AN INDUSTRIAL BUILDING – 1900 WELD BOULEVARD (Report: Anthony Shute, Director of Community Development)

RECOMMENDATION: That the City Council:

- Opens the Public Hearing and receives testimony;
- Closes the Public Hearing;
- Moves to ADOPT the next RESOLUTION in order APPROVING the proposed CEQA Exemption; and,
- Moves to INTRODUCE the next ORDINANCE in order APPROVING the Amendment to Specific Plan No. 246.

DISCUSSION

Director of Community Development, Anthony Shute, provided a summary of the Item.

Discussion ensued amongst **Council** and **Staff** regarding:

- Noise and traffic concerns for nearby residents.

Mayor Wells opened the Public Hearing.

Ken Smith, Architect, spoke in support of the proposed project, and clarified there is no tenant for the building, and that the building is designed for industrial purposes.

No further comments were offered.

MOTION BY WELLS, SECOND BY McCLELLAN, to CLOSE the Public Hearing.

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY GOBLE, SECOND BY McCLELLAN, to ADOPT RESOLUTION NO. 018-18 APPROVING the proposed CEQA Exemption; and Moves to INTRODUCE the next ORDINANCE in order APPROVING the Amendment to Specific Plan No. 246.

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC HEARINGS: (Item 100 - Continued)

The **City Clerk** recited the title of the ordinance:

An Ordinance Approving an Amendment to Specific Plan No. 246 for an Industrial Development located at the North side of Weld Boulevard between Gillespie Way and Windmill View in the M (Manufacturing) Zone; APN: 384-232-04; General Plan Designation: Light Industrial (LI).

**101 FAMILY HEALTH CENTER EXPANSION – PROPOSED GENERAL PLAN AMENDMENT, ZONE RECLASSIFICATION, AND SITE DEVELOPMENT PLAN PERMIT FOR A MEDICAL OFFICE BUILDING – 525 EAST MAIN STREET
(Report: Anthony Shute, Director of Community Development)**

RECOMMENDATION: That the City Council:

- Opens the Public Hearing and receives testimony;
- Closes the Public Hearing;
- Moves to ADOPT the next RESOLUTION in order ADOPTING the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program;
- Moves to ADOPT the next RESOLUTION in order APPROVING the General Plan Amendment;
- Moves to INTRODUCE the next ORDINANCE in order APPROVING Zone Reclassification; and
- Moves to ADOPT the next RESOLUTION in order APPROVING the Site Development Plan Permit.

DISCUSSION

Director of Community Development, Anthony Shute, provided a summary of the Item.

Discussion ensued amongst **Council** and **Staff** regarding:

- Fencing requirements;
- Is this company affiliated with the Family Health Center on Chase Ave;
- Concern for the sizing of the parking spaces.

Mayor Wells opened the public hearing.

David Whisenhunt spoke in support of the proposed project, and he confirmed that they are part of the service group on Chase Avenue.

PUBLIC HEARINGS: (Item 101 - Continued)

Anissa Gallego, representing Retail AMP Design, made herself available to answer questions from **Council**.

No further comments were offered.

MOTION BY WELLS, SECOND BY McCLELLAN, to CLOSE the Public Hearing.

MOTION CARRIED BY UNANIMOUS VOTE.

Director of Community Development, Anthony Shute, clarified that an exhibit attached to the General Plan draft Resolution was replaced to correct an incorrect exhibit.

MOTION BY GOBLE, SECOND BY McCLELLAN, to ADOPT RESOLUTION NO. 019-18, ADOPTING the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program.

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY GOBLE, SECOND BY McCLELLAN, to ADOPT RESOLUTION NO. 020-18, APPROVING the General Plan Amendment, with the corrected Exhibit A, as submitted to Council.

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY GOBLE, SECOND BY McCLELLAN, to INTRODUCE the next ORDINANCE in order APPROVING Zone Reclassification.

MOTION CARRIED BY UNANIMOUS VOTE.

The **City Clerk** recited the title of the ordinance:

An Ordinance rezoning property located on the East side of Taft Avenue between East Main Street and East Lexington Avenue; APN: 488-233-51, from the P (Parking) to C-G (General Commercial); General Plan Designation; General Commercial (GC).

MOTION BY GOBLE, SECOND BY McCLELLAN, ADOPT RESOLUTION NO. 021-18, APPROVING the Site Development Plan Permit.

MOTION CARRIED BY UNANIMOUS VOTE.

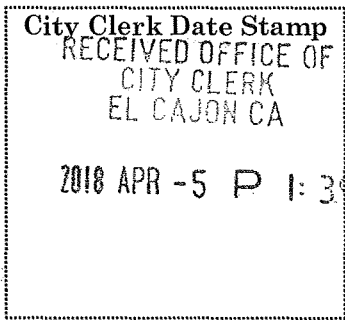
ADJOURNMENT: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 27th day of March 2018, at 7:24 p.m., to Tuesday April 10, 2018, at 3:00 p.m.

Angela Aguirre
City Clerk/Secretary

DRAFT

**APPROVAL OF READING BY TITLE AND WAIVER OF READING
OF ORDINANCES ON THIS AGENDA**

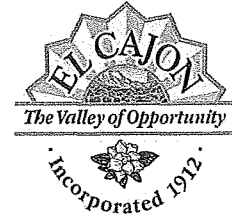
The City Council waives the reading of the full text of every ordinance contained in this agenda and approves the reading of the ordinance title only.



MEETING: 04/10/18

City of El Cajon Agenda Report

ITEM NO: 1.4



TO: Mayor Wells, Mayor Pro Tem Kendrick,
Councilmembers Goble, Kalasho and McClellan

FROM: Frank Carson, Director of Recreation

SUBJECT: NRPA 10-Minute Walk and Technical Assistance Grant Acceptance

RECOMMENDATION: That the City Council approve the grant agreement funding from the National Recreation & Park Association (NRPA) for the 10-Minute Walk Planning Grant and Technical Assistance.

BACKGROUND: The City of El Cajon is one of twelve cities nationwide to be selected for the 10-Minute Walk Planning and Technical Assistance Grant from the National Recreation & Park Association. The purpose of the grant is to develop a long-term plan that designates a city park be located within a 10-minute walk of all city residents. This grant opportunity intends to reduce barriers to park access in underserved communities, improve environmental conditions, community health and increase access to nature in cities across the nation. Having been awarded this grant and selected to receive support through this program, The City of El Cajon is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

FISCAL IMPACT: Acceptance of the \$40,000 grant funds will be placed in the Recreation Department's Special Revenue Fund Account. The funds will be used for staff training, consultants to assist with plan development, community outreach efforts, marketing materials and reimbursement of staff time designing the plan. The grant award requires no matching funds.

PREPARED BY:



Frank Carson
DIRECTOR OF RECREATION

APPROVED BY:



Douglas Williford
CITY MANAGER

ATTACHMENT:

Grant Agreement - NRPA 10-minute Walk Planning Grant and Technical Assistance



22377 Belmont Ridge Road
 Ashburn, VA 20148-4150
 1.800.626.NRPA (6772)

P 703.858.0784
 F 703.858.0794
 www.nrpa.org

NRPA 10-Minute Walk Planning Grant and Technical Assistance

Grant Agreement

Grantee: City of El Cajon

Grant Amount: \$40,000

Project: 10-Minute Walk Planning Grant and Technical Assistance

Term: 4/1/2018 through 3/31/2019

This Memorandum of Understanding (MOU), 3/30/2018 (Effective Date), is made between **National Recreation and Park Association**, a Virginia-based not-for-profit 501(c)3 with a mailing address of 22377 Belmont Ridge Road, Ashburn, Virginia, 20148 (NRPA) and **City of El Cajon**, a charter city and municipal corporation, and a provider of park, recreation, or community services, in 200 Civic Center Way, El Cajon, CA 92020 (Grantee).

1. Purpose

The purpose of this MOU is to confirm approval of the terms governing the acceptance and use of Forty Thousand Dollars (\$40,000) made available for the implementation of the 10-Minute Walk Planning Grant and Technical Assistance program.

This grant opportunity is a result of a partnership between NRPA and The JPB Foundation to reduce barriers to park access in underserved communities, improve environmental conditions and community health, and to expand access to nature in cities across the nation. Having been selected as a recipient of funding through this program, Grantee is required to accept the terms contained within this MOU in order to receive funding as a grant recipient.

2. Payment

- a) NRPA will pay the sum of \$40,000 to the Grantee within [30] days after NRPA's receipt of the signed electronic copy or original of this MOU.
- b) Subject to the provisions of paragraphs c and d of this Section 2, NRPA will make the following payments to the Grantee:

Schedule Date	Payment Amount
04/01/2018	\$25,000
09/01/2018	\$15,000

- c) The additional payment described in paragraph b of this section 2 will not be made if, prior to the tentative payment date, any of the following has occurred:

- a. The Grantee has failed to satisfy all of the reporting requirements describe in Section 3 of this MOU.
- b. NRPA has not approved the Grantee's Progress Report. NRPA reserves the right to not approve the Grantee's Progress Report if NRPA determines, in its absolute discretion, that the Grantee (x) has failed to satisfy the activities timeline, benchmarks, and outcomes described in the Grantee's grant proposal dated March 9, 2018, a copy of which is attached to this MOU, or (y) has altered the goals, methods, or budget line items as described in the Grant Proposal in any material way, and NRPA has not approved such changes. The Grantee must immediately notify NRPA in writing of any such changes and must provide a detailed explanation of the reason for such changes.
- c. The Grantee has had any changes in key personnel or infrastructure of the organization or the project that might compromise the Grantee's ability to carry out the proposed activities, and NRPA has not approved such changes. The Grantee must immediately notify NRPA in writing of any such changes.
- d. The Grantee has failed to satisfy any other term or condition of this MOU.

3. Grant Requirements

1. Direct grant funds to: The 10-Minute Walk Campaign
 - a. Program objectives: Through this grant and technical assistance opportunity, cities will be responsible for several deliverables that result in a final 10-Minute Walk plan and completion of Goal 2: Planning, Policy, and Funding, in the 10-Minute Walk Framework. To accomplish this, we expect that cities will:
 - i. Attend the in-person training on May 30 & 31, 2018
 - ii. Join and participate in monthly technical assistance calls with NRPA and other grantees.
 - iii. Develop a specific 10-Minute Walk goal and corresponding action plan to make progress towards your goal
 - iv. Participate in evaluation efforts that will include submitting planning documents and completing pre-and post-surveys.
2. Provide a copy of your agency's W-9 along with this signed **MOU by May 1, 2018**.
3. Complete a **mid-term report by August 31, 2018** and **final report by April 30, 2019**.
4. Utilize NRPA's marketing and communications toolkit to promote grant throughout the year— this includes a template for a press release, social media posts and connections to local media.
5. If requested, participate in a phone interview and/or site visit with NRPA, partners, and consultants to share information on successes, challenges and lessons learned.
6. Share success stories, press releases, photos, videos, quotes, local media coverage and highlights throughout the grant period.
7. Provide an end of grant Financial Report that should include a to-date accounting of the Fund in accordance with generally accepted accounting principles and according to the line-item categories of the budget included in the Grant Proposal, and should be certified by the Grantee's responsible financial official.
8. All funds will be distributed by NRPA. No matching funds are required.

TIMELINE OF GRANT ACTIVITIES

Activity	Date of Completion
Participate in monthly individual, group, and/or small group calls	Each month
Provide a copy of your agency's W-9 and signed MOU	May 1, 2018
Complete NRPA's Park Metrics inventory	May 1, 2018
Attend a in-person training in Chicago, IL	May 30 & 31, 2018
Submit a progress report with the provided template	August 31, 2018
Submit a final report to NRPA	April 30, 2019

4. Promotion

NRPA and The JPB Foundation may use the Grantee and/or park names, photos, and/or information in connection with the program for promotional or other purposes, in any and all media, without limitation and without further payment, notification, or permission, except where prohibited by law.

The Grantee may make public statements regarding the gift to be made hereunder, including the identity of NRPA and The JPB Foundation and the total amount of the gift, using pre-approved language from the communications toolkit or provided that any such statements have been approved in advance in writing by NRPA and The JPB Foundation. Such information may be used by the Grantee in its efforts to solicit additional contributions and for general information purposes.

5. Limits of Liability

NRPA and The JPB Foundation or any of its respective parents, subsidiaries, affiliates, officers, directors or employees shall not be liable to Grantee and/or its affiliates for any liability of any kind relating to or arising out of participation in this program hereunder.

6. Confidentiality

During the term of this MOU, the parties may learn certain confidential information of each other. For purposes of this MOU, confidential information means the confidential and proprietary information, not generally known by non-party personnel, used by the disclosing party and which is proprietary to the disclosing party, and includes, without limitation, the disclosing party's trade secret or proprietary personnel, financial, marketing and business information, including strategic, operations and other business plans or forecasts, and confidential information provided by the disclosing party regarding its employees, customers, vendors, sponsors and other contractors. Confidential information shall not be disclosed to non-party personnel.

7. Term

The term of this MOU will commence on the Effective Date and shall continue until 3/31/2019.

8. Use of Grant Funds

The Grantee shall use the full amount of the grant for the purposes set forth in Section 3. Unless otherwise agreed in writing by the Grantor, the Grantee shall return any portion of the grant and the income earned thereon that is not expended for such purposes.

The Grantee agrees not to use any portion of the grant or any income derived from the grant for the following:

- A. To carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code of 1986, as amended (the "Code");
- B. To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Code;
- C. To provide a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(g) of the Code, without prior written approval of Grantor. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions;
- D. Except as expressly may be authorized in the Grant Description, to provide a grant to any other organization without prior written approval of the Grantor; or
- E. To promote or engage in criminal acts of violence, terrorism, hate crimes, the destruction of any state, or discrimination on the basis of race, national origin, religion, military and veteran status, disability, sex, age, or sexual orientation, or support of any entity that engages in these activities.
- F. To travel to NRPA's Annual Conference or any other conference travel, without prior written approval of Grantor.

All unspent or uncommitted grant funds shall be invested in highly liquid investments (such as an interest-bearing bank account) with the primary objective being preserving the grant funds availability for the project. Any interest or other income generated by the grant funds must be applied to the purposes described in the Grant Description.

9. Audit

NRPA has the right to audit the Grantee's financial records relating to this MOU. Grantee should maintain their financial receipts and must make the records available at any time as requested by NRPA for a period of no less than four(4) years after expiration of the Grant Term or if an audit has been initiated and audit findings have not been resolved at the end of such four-year period, the records shall be retained until resolution of all audit findings. If as a result of an audit, NRPA determines that funds were not spent in accordance with the purposes of this grant, the Grantee may be required to return any funds not substantiated. If NRPA determines that grant funds were used for fraudulent purposes, the grantee may be barred from participation in any further programs.

10. Termination

Either party may terminate this MOU at any time effective upon receipt of written notice by the other party of failure to perform. The non-performing party shall have sixty (60) days to cure its obligation. If the non-performing party fails to satisfactorily cure its obligation within this time this MOU will be terminated.

Neither party shall be liable to the other by reason of termination of this MOU for compensation, reimbursement or damages for any loss of prospective profits on anticipated sales or for expenditures, investments, leases or other commitments relating to the business or goodwill of any of the parties, notwithstanding any law to the contrary. No termination of this MOU shall release the obligation to pay any sums due to the terminating party which accrued prior to such termination.

Upon receipt of this signed form and your agency's W-9 a check will be issued for your grant funds.

These parties have caused this MOU to be signed by their duly authorized representatives as of the date set forth below.

**National Recreation and
Park Association**

Grantee

By: *Rebecca Wickline*

By: _____

Printed Name: Rebecca Wickline

Printed Name: _____

Title: Senior VP of Development

Title: _____

Date: 3/30/18

Date: _____

EIN:

City Clerk Date Stamp

RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA

2018 APR -4 A 11: 51

City of El Cajon Agenda Report

MEETING: Apr. 10, 2018

ITEM NO: 1.5



TO: Mayor Wells, Mayor Pro Tem Kendrick,
Councilmembers Goble, Kalasho and McClellan

FROM: Nahid Razi, Purchasing Agent

SUBJECT: Award of Bid No. 029-18, Street Resurfacing/Pavement Preservation
2018

RECOMMENDATION: That the City Council adopts the next resolution in order awarding the bid to the lowest responsive, responsible bidder, American Asphalt South, Inc. in the amount of \$268,955.60.

BACKGROUND: On February 13, 2018, the City Council approved the plans and specifications for a project to seal approximately five (5) miles of streets citywide with Type II Rubber Polymer Modified Slurry to maintain the conditions of the various streets within the project locations and preserve street surface life expectancy. Two responses were received and opened at 2:00 p.m. on March 15, 2018.

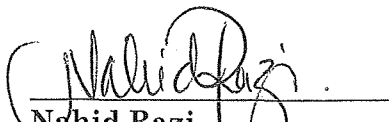
The Purchasing Division, in concurrence with the Director of Public Works, recommends award of the bid to the lowest responsive, responsible bidder, American Asphalt South, Inc., in the amount of \$268,955.60. The summary of bids is attached and complete proposals are on file in the Purchasing Division.


FISCAL IMPACT: The fiscal impact of this project is \$268,955.60. Sufficient funds are available for this project in the Public Works – Transportation Capital Improvement Program.

PREPARED BY:

REVIEWED BY:

APPROVED BY:


Nahid Razi
PURCHASING AGENT


Dirk Epperson
DIRECTOR OF
PUBLIC WORKS


Douglas Williford
CITY MANAGER

RESOLUTION NO. __-18

RESOLUTION AWARDING BID FOR
STREET RESURFACING / PAVEMENT PRESERVATION 2018
(Bid No. 029-18 / Job No. PW3622)

WHEREAS, on February 13, 2018, the City Council approved the plans and specifications for the Street Resurfacing / Pavement Preservation 2018 project (the "Project") to seal approximately five (5) miles of streets with Type II Rubber Polymer Modified Slurry to maintain the conditions of the various streets within the Project locations and preserve street surface life expectancy; and

WHEREAS, two (2) responses were received and opened on March 15, 2018; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Public Works, recommends award of the bid to the lowest responsive, responsible bidder; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the contract to the lowest responsive, responsible bidder as recommended by the Purchasing Division.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The above recitals are true and correct, and are the findings of the City Council.

2. The City Council hereby awards the bid for the Street Resurfacing / Pavement Preservation 2018 project to:

American Asphalt South, Inc.

in the amount of \$268,955.60.

3. The Mayor and City Clerk are authorized and directed to execute a contract for said Project on behalf of the City of El Cajon.

04/10/18 (Item 1.5)

Bid 029-18 – Street Resurface-Pvmt Preserve 2018 (American Asphalt) awd 040418

BID SUMMARY – BID NO. 029-18

BIDDER

TOTAL BID AMOUNT

American Asphalt South, Inc. (Fontana, CA)

\$268,955.60*

Pavement Coatings Co. (Jurupa Valley, CA)

\$283,619.52

ENGINEER'S ESTIMATE

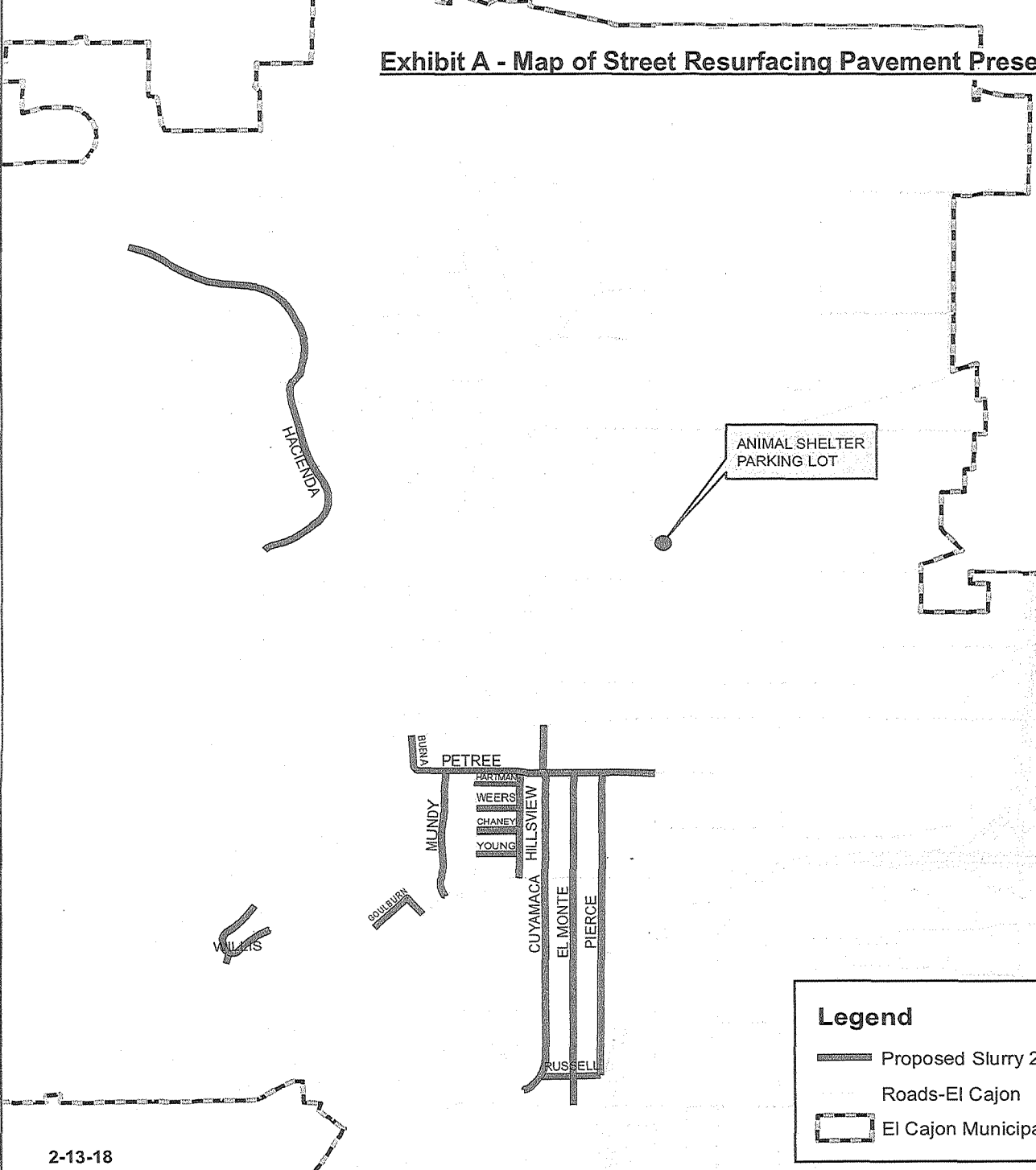
\$290,000.00

*** RECOMMEND AWARD**

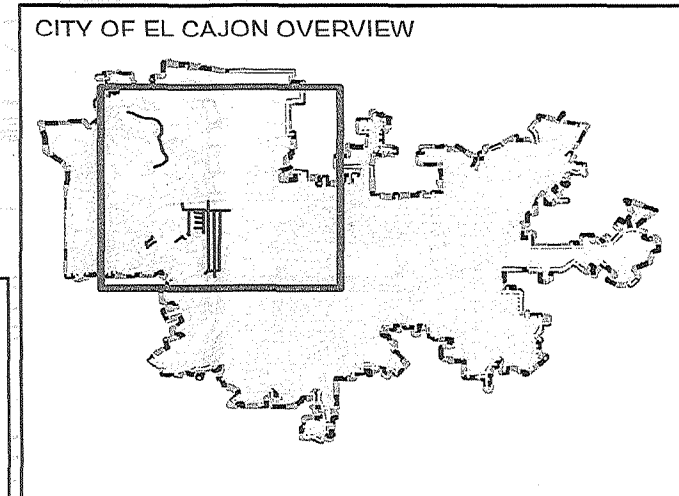
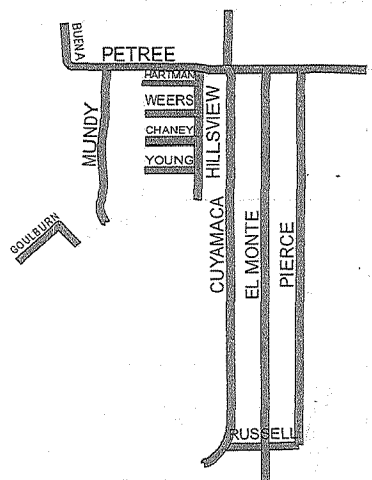
Exhibit A - Map of Street Resurfacing Pavement Preservation 2018 Project



City of El Cajon
Public Works Department

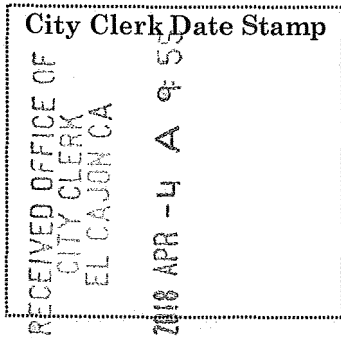


LIST OF STREETS		
No	STREET NAMES	LIMITS
1	BUENA TERRACE	PETREE ST TO FLETCHER PKWY
2	CHANEY ST	DEWANE DR TO HILLSVIEW DR
3	CUYAMACA	DEWANE DR TO FLETCHER DR
4	EL MONTE RD	W MAIN ST TO PETREE ST
5	GOULBURN CT	WAGNER DR TO CUL DE SAC
6	HACIENDA DR	WINDMILL VIEW TO CUL DE SAC
7	HARTMAN DR	DEWANE DR TO HILLSVIEW DR
8	HILLSVIEW DR	WAGNER DR TO PETREE ST
9	MUNDY TERRACE	WAGNER DR TO PETREE ST
10	PETREE ST	BUENA TERRACE TO MARSHALL AVE
11	PIERCE ST	RUSSELL RD PETREE ST
12	RUSSELL RD	CUYAMACA TO PIERCE ST
13	WEERS ST	DEWANE DR TO HILLSVIEW DR
14	WILLIS CT	WILLIS RD TO CUL DE SAC
15	WILLIS RD	ALDWYCH RD TO ALDWYCH RD
16	YOUNG ST	DEWANE DR TO HILLSVIEW DR
17	ANIMAL SHELTER PARKING LOT	



Legend

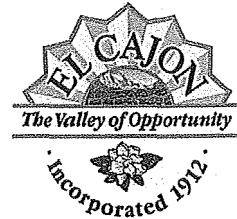
- Proposed Slurry 2018
- Roads-El Cajon
- El Cajon Municipal



City of El Cajon Agenda Report

MEETING: Apr. 10, 2018

ITEM NO: 1.6



TO: Mayor Wells, Mayor Pro Tem Kendrick
Councilmembers Goble, Kalasho, and McClellan

FROM: Yazmin Arellano, City Engineer/Deputy Director of Public Works

SUBJECT: Authorization for the Execution of a Program Supplement Agreement with Caltrans for an Active Transportation Program (ATP) State Aid Grant-Cajon Valley Union School District Safe Routes to School Project (ATPL 5211(038))

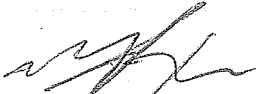
RECOMMENDATION: That the City Council adopts the next RESOLUTION in order to approve a Program Supplement Agreement No. 0Q72, ATPLNI 5211(038), for a State-Aid Grant for the Cajon Valley Union School District Safe Routes to School project.

BACKGROUND: The City was recently awarded a state-aid ATP grant from Caltrans in the amount of \$500,000.00. This is the second grant the City has received for the Active Transportation-Safe Routes to School, “non-infrastructure” project and will focus on the evaluation, education and encouragement component of pedestrian safety for school-age children. The project will focus on a total of six elementary and middle schools at 1) Chase Elementary, 2) Emerald Middle, 3) Johnson Elementary, 4) Magnolia Elementary, 5) Meridian Elementary, and 6) Naranca Elementary in the Cajon Valley Union School District.

The Caltrans Program Supplement Agreement establishes terms and conditions the City must meet and comply with in order to receive federal and state funds to implement transportation improvement projects. Program Supplement Agreements are required for the reimbursement of expended costs for these federal and state-aid transportation projects. Request for proposals will be solicited to qualified consultants to complete this work once the Program Supplement Agreement has been executed. This project is expected to be completed within two years and aligns with the General Plan Circulation Element to improve walkability and encourage pedestrian safety in the vicinity of schools in the City.

FISCAL IMPACT: This project is included in the proposed Capital Improvement Project budget for Fiscal Year 2018-19. The amount of Caltrans ATP Grant funds allocated for this project is \$500,000.00. The total not-to-exceed fee of \$450,000.00 will be paid to a qualified consultant and \$50,000 to the City for project oversight. No general funds will be expended for this project.

PREPARED BY:



**Yazmin Arellano
DEPUTY DIRECTOR
OF PUBLIC WORKS/
CITY ENGINEER**

REVIEWED BY:



**Dirk Epperson
DIRECTOR OF
PUBLIC WORKS**

APPROVED BY:



**Douglas Williford
CITY MANAGER**

RESOLUTION NO. __-18

RESOLUTION OF THE CITY OF EL CAJON
APPROVING AND AUTHORIZING THE EXECUTION OF A
PROGRAM SUPPLEMENT AGREEMENT WITH CALTRANS FOR AN
ACTIVE TRANSPORTATION PROGRAM (ATP) STATE AID GRANT –
CAJON VALLEY UNION SCHOOL DISTRICT
SAFE ROUTES TO SCHOOL PROJECT
(ATPL 5211(038))

WHEREAS, the City of El Cajon (the "City") was recently awarded a state-aid Active Transportation Program ("ATP") grant by the California Department of Transportation ("Caltrans") in the amount of \$500,000.00, which is the second of two grants received for the Safe Routes to School project (the "Project"); and

WHEREAS, the Project will focus on the evaluation, education and encouragement component of pedestrian safety for school-age children at six (6) elementary and middle schools in the Cajon Valley Union School District, identified as follows: (1) Chase Elementary, (2) Emerald Middle, (3) Johnson Elementary, (4) Magnolia Elementary, (5) Meridian Elementary, and (6) Naranca Elementary; and

WHEREAS, the Project is anticipated to be completed within two years and aligns with the General Plan Circulation Element to improve walkability and encourage pedestrian safety in the vicinity of schools in the City; and

WHEREAS, the Program Supplement Agreement (the "Agreement") is required for the reimbursement of expended costs for the Project, and establishes terms and conditions the City must meet and comply with in order to receive federal and state funds to implement transportation improvement projects; and

WHEREAS, Caltrans ATP Grant funds allocated for the design and construction costs for this Project are \$500,000.00, and the total not-to-exceed fee of \$450,000.00 will be paid to a qualified consultant and \$50,000 to the City for project oversight; and

WHEREAS, no General Funds will be expended for this project, which is included in the proposed Capital Improvement Project for Fiscal Year 2018-19; and

WHEREAS, the parties desire to enter into the Agreement to set forth the terms and conditions for the successful completion of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

Section 1. The above recitals are true and correct, and are the findings of the City Council.

Section 2. The City Council hereby approves the execution of that certain Caltrans Program Supplement Agreement Active Transportation Program (ATP) State Aid Grant – Cajon Valley Union School District Safe Routes to School Project (ATP 5211(038)) (the "Supplement Agreement"), substantially in the form as presented to the City Council at this meeting.

Section 3. The City Council hereby authorizes the City Manager, or designee, to execute the Supplement Agreement on behalf of the City of El Cajon, with such changes as may be approved by the City Manager, or designee, and to take all actions and to execute all documents, attachments to the Supplement Agreement, and other documents necessary or appropriate to carry out the terms of the Supplement Agreement.

Section 4. The City Council hereby further authorizes the City Clerk to attest to the signature of the City Manager, or designee, in executing the Supplement Agreement and such documents as authorized in Section 3, above.

04/10/18 (Item 1.6)

Authorize Program Supplement Agmt w-Caltrans for ATP Grant (CVUSD Safe Rts) 040418

DEPARTMENT OF TRANSPORTATION

Division of Local Assistance
1120 N STREET
P.O. BOX 942874, MS# 1
Sacramento, CA 94274-0001
TTY 711



RECEIVED

MAR 07 2013

CITY OF EL CAJON
ENGINEERING DIVISION

File : 11-SD-0-ECJ

ATPLNI-5211(038)

Cajon Valley Union School District
SRTS Plan (Phase 2). A total of six
elementary and middle schools in th

February 28, 2018

Mr. Mario Sanchez
City Traffic Engineer
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020

Dear Mr. Sanchez:

Enclosed are two originals of the Program Supplement Agreement No. 0Q72 Rev. 000 to Administering Agency-State Master Agreement No. 00270S and an approved Finance Letter for the subject project. Please retain the signed Finance Letter for your records.

Please sign both Program Supplement Agreements and return them to this office, Office of Local Programs - MS1 within 90 days from receipt of this letter. If the signed Agreements are not received back in this office within 90 days, funds will be disencumbered and/or deobligated. Alterations should not be made to the agreement language or funding. ATTACH YOUR LOCAL AGENCY'S CERTIFIED AUTHORIZING RESOLUTION THAT CLEARLY IDENTIFIES THE OFFICIAL AUTHORIZED TO EXECUTE THE AGREEMENT ON THE AGENCY'S BEHALF. A fully executed copy of the agreement will be returned to you upon ratification by Caltrans. No invoices for reimbursement can be processed until the agreement is fully executed.

The State budget authority supporting the encumbered funds is only available for liquidation up to specific deadlines. These deadlines are shown on the attached Finance Letter as the "Reversion Date". Please ensure that your invoices are submitted at least 60 days prior to the reversion date to avoid any lapse of funds. If your agency is unable to seek reimbursement by this date you may request an extension through a Cooperative Work Agreement (CWA). A CWA is subject to the final approval of the State Department of Finance. If approved, the CWA may extend the deadline for up to two years.

Your prompt action is requested. If you have questions, please contact your District Local Assistance Engineer.

Sincerely,

JOHN HOOLE, Chief
Office of Project Implementation - South
Division of Local Assistance

Enclosures

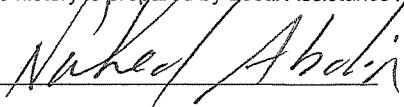
c: OLP AE Project Files
(11) DLAE - Bing Luu

Attention: City of El Cajon

FINANCE ITEMS	PRO RATA OR LUMP SUM	TOTAL COST OF WORK	PART. COST	STATE /SB1A
Construction		\$500,000.00	\$500,000.00	\$500,000.00
Totals:		\$500,000.00	\$500,000.00	\$500,000.00

Participation Ratio: 100.00%

This Finance Letter was created based on specific financial information provided by the responsible local agency. The following encumbrance history is prepared by Local Assistance Accounting Office and is provided here for local agency's information and action.

Signature: 
 Title: HQ Sr Area Engineer

For questions regarding finance letter, contact:
 Printed Name : Nahed Abdin
 Telephone No: (916) 653-7928

Remarks: Allocation Request for Phase II (Con-NI)

ACCOUNTING INFORMATION									ATPLNI-5211(038)		Cooperative Work Agreement	
ADV. PROJECT ID	APPROP. UNIT	STATE PROG.	FED/STATE	ENCUMBRANCE AMOUNT	APPROP YEAR	EXPENDITURE AMOUNT	ENCUMBRANCE BALANCE	REVERSION DATE	APPROVED AMOUNT	EXPIRATION DATE		
1118000131	18108	2030720100		\$500,000.00	1718	\$0.00	\$500,000.00	06/30/23				

PROGRAM SUPPLEMENT NO. Q72
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 00270S

Adv Project ID **Date:** February 21, 2018
 1118000131 **Location:** 11-SD-0-ECJ
 Project Number: ATPLNI-5211(038)
 E.A. Number:
 Locode: 5211

This Program Supplement, effective 01/31/2018, hereby adopts and incorporates into the Administering Agency-State Agreement No. 00270S for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 07/27/09 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the ADMINISTERING AGENCY on _____ (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION:

Cajon Valley Union School District SRTS Plan (Phase 2). A total of six elementary and middle schools in the City of El Cajon.

TYPE OF WORK: This "NI" SRTS project entails educational, encouragement, evaluation activities (Phase 2) El Cajon

Estimated Cost	State Funds		Matching Funds	
	SB1 funds		LOCAL	OTHER
\$500,000.00	\$500,000.00		\$0.00	\$0.00

CITY OF EL CAJON

By _____
 Title _____
 Date _____
 Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____
 Chief, Office of Project Implementation
 Division of Local Assistance
 Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jessie Yee Date 2/21/18 \$500,000.00

STATE OF CALIFORNIA. DEPARTMENT OF TRANSPORTATION
PROGRAM SUPPLEMENT AND CERTIFICATION FORM
PSCF (REV. 01/2010)

TO: STATE CONTROLLER'S OFFICE Claims Audits 3301 "C" Street, Rm 404 Sacramento, CA 95816	DATE PREPARED: 2/21/2018	PROJECT NUMBER: 1118000131
REQUISITION NUMBER / CONTRACT NUMBER: RQS - 2660 - 11180000399 - 1		

FROM: **Department of Transportation**

SUBJECT: **Encumbrance Document**

VENDOR / LOCAL AGENCY: **CITY OF EL CAJON**

\$500,000.00

PROCUREMENT TYPE: **Local Assistance**

CHAPTER	STATUTES	ITEM	YEAR	PEC / PECT	TASK / SUBTASK	AMOUNT
14	2017	2660-108-3290	2017-2018	20.30.720.100	2620 / 0000	\$500,000.00
TOTAL CONTRACT AMOUNT						\$500,000.00

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SPECIAL COVENANTS OR REMARKS

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. This PROJECT is programmed to receive State funds from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. Unless otherwise determined, the effective date of the component specific allocation will constitute the start of reimbursable expenditures.

C. STATE and ADMINISTERING AGENCY agree that any additional funds made available by future allocations will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and STATE Finance Letter. ADMINISTERING AGENCY agrees that STATE funds available for reimbursement will be limited to the amount allocated by the California Transportation Commission (CTC) and/or the STATE.

D. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

E. This PROJECT is subject to the timely use of funds provisions enacted by the Active Transportation Program guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District

SPECIAL COVENANTS OR REMARKS

Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits (E&P), plans specifications & estimate (PS&E), and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM and the Active Transportation Program (ATP) Guidelines.

I. ADMINISTERING AGENCY agrees to comply with Office of Management and Budget (OMB) Circular A-87, Cost Principles for State and Local Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Notwithstanding the foregoing, ADMINISTERING AGENCY will not be required to comply with 49 CFR, Part 18.36 (i), subsections (3), (4), (5), (6), (8), (9), (12), and (13).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program guidelines, as adopted or amended.

City Clerk Date Stamp
RECEIVED OFFICE OF
CITY CLERK
EL CAJON CA
2018 APR -4 A 11: 01

City of El Cajon Agenda Report

MEETING: Apr. 10, 2018

ITEM NO: 1.7



TO: Mayor Wells, Mayor Pro Tem Kendrick,
Councilmembers Goble, Kalasho, and McClellan

FROM: Yazmin Arellano, Deputy Director of Public Works/City Engineer

SUBJECT: Set Public Hearing Date for the Adoption of the Proposed 2018 Five (5)
Year Regional Transportation Improvement Program (2018 RTIP)

RECOMMENDATION: That the City Council directs the City Clerk to set a public hearing on April 24, 2018, at 3:00 p.m. for adoption of the proposed 2018 Five (5) Year Regional Transportation Improvement Program (RTIP).


BACKGROUND: Local SANDAG TransNet (one-half cent County sales tax) regulations require that a five (5) year list of proposed projects for funding be approved by the City Council and submitted to the San Diego Association of Governments (SANDAG). The proposed 2018 RTIP includes the attached list of programmed projects which corresponds to the City's Five (5) Year Capital Improvement Program (Fiscal Year 2019 through 2023). The RTIP is updated bi-annually (every two years) and requires a public hearing to be held prior to approval from SANDAG.

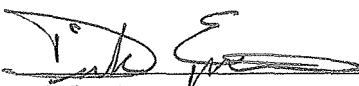
FISCAL IMPACT: The City of El Cajon will receive TransNet funds estimated at \$12,925,000.00 over the next five (5) years for transportation-related capital projects on major and local streets.

PREPARED BY:

REVIEWED BY:

APPROVED BY:


Yazmin Arellano
DEPUTY DIRECTOR
OF PUBLIC WORKS/
CITY ENGINEER


Dirk Epperson
DIRECTOR OF
PUBLIC WORKS


Douglas Williford
CITY MANAGER

Table 1
2018 Regional Transportation Improvement Program
San Diego Region (in \$000s)

El Cajon, City of

MPO ID: EL03			ADOPTION: 18-00							
Project Title:	Overlay/Reconstruction Projects							TransNet - LSI: CR		
Project Description:	Various locations as attached - street reconstruction and overlays greater than 1" thick, including collectors, thoroughfares & residential streets									
Capacity Status:	NCI		Exempt Category: Safety - Pavement resurfacing and/or rehabilitation							
Est Total Cost: \$33,311										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - L	\$6,747	\$6,747								\$6,747
TransNet - L (Cash)	\$2,541	\$2,541								\$2,541
TransNet - LSI	\$15,630	\$7,300	\$1,600	\$1,654	\$1,856	\$1,600	\$1,620			\$15,630
TransNet - LSI (Cash)	\$397	\$397								\$397
TransNet - LSI Carry Over	\$6,009	\$5,627	\$182	\$200						\$6,009
Local Funds	\$1,707		\$1,707							\$1,707
Local RTCIP	\$280	\$280								\$280
TOTAL	\$33,311	\$22,892	\$3,489	\$1,854	\$1,856	\$1,600	\$1,620			\$33,311

MPO ID: EL06			ADOPTION: 18-00							
Project Title:	Traffic Signals Projects							RAS (M - 39)		
Project Description:	Replacement of interconnect cable on Avocado Ave, Ballantyne St, Magnolia Ave, Madison Ave, Johnson Ave, Fletcher Pkwy, and Broadway; modification of existing traffic signals and various location to improve traffic flow and safety; replacement of battery back-up system batteries at various locations; ongoing system maintenance for the RAMS traffic signal management system - new, upgrade or modification of traffic signals and Traffic Management Center, including rewire, modifications, replacement of signal interconnect cable, wireless video monitoring cameras and other necessary equipment; funds for ongoing RAMS maintenance support costs... TransNet - LSI RAMS of \$10 is programmed in FY 2019, TransNet - LSI RAMS of \$10 is programmed in FY 2020									
Capacity Status:	NCI		Exempt Category: Other - Traffic signal synchronization projects							
Est Total Cost: \$3,469										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - L	\$580	\$580								\$580
TransNet - L (Cash)	\$380	\$380								\$380
TransNet - LSI	\$1,776	\$956	\$10	\$210	\$200	\$200	\$200	\$49		\$1,727
TransNet - LSI (Cash)	\$8	\$8								\$8
TransNet - LSI Carry Over	\$725	\$605	\$120							\$725
TOTAL	\$3,469	\$2,529	\$130	\$210	\$200	\$200	\$200	\$49		\$3,420

** Include SANDAG in progress and pending projects - these projects are subject to change when accepted by SANDAG

Table 1
2018 Regional Transportation Improvement Program
San Diego Region (in \$000s)

El Cajon, City of

MPO ID: EL11			ADOPTION: 18-00							
Project Title: Sidewalk and other Repairs			TransNet - LSI: Maint							
Project Description: Various locations; Please see uploaded project list - repair broken sidewalk, installation of new sidewalk, driveway, ramps, etc.										
Capacity Status: NCI			Exempt Category: Air Quality - Bicycle and pedestrian facilities							
Est Total Cost: \$3,136										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - L	\$450	\$450						\$150		\$300
TransNet - L (Cash)	\$250	\$250								\$250
TransNet - LSI	\$2,160	\$615	\$350	\$350	\$350	\$205	\$290			\$2,160
TransNet - LSI (Cash)	\$1	\$1								\$1
TransNet - LSI Carry Over	\$275	\$275								\$275
TOTAL	\$3,136	\$1,591	\$350	\$350	\$350	\$205	\$290	\$150		\$2,986

MPO ID: EL18			ADOPTION: 18-00							
Project Title: Street Light Installation Projects			TransNet - LSI: CR							
Project Description: Various locations City wide - provide for new street lights which include removing wooden pole mounted lights for underground utility district projects and the retro-fit of existing high pressure sodium street lights with energy efficient LED street lights										
Capacity Status: NCI			Exempt Category: Safety - Lighting improvements							
Est Total Cost: \$932										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - L (Cash)	\$37	\$37								\$37
TransNet - LSI	\$475	\$175	\$50	\$50		\$100	\$100			\$475
TransNet - LSI Carry Over	\$420	\$120	\$100	\$100	\$100					\$420
TOTAL	\$932	\$332	\$150	\$150	\$100	\$100	\$100			\$932

MPO ID: EL21			ADOPTION: 18-00							
Project Title: Street Resurfacing with slurry seals and ARAM products			TransNet - LSI: Maint							
Project Description: Various locations throughout the City of El Cajon - street resurfacing with slurry seals and asphalt rubber aggregate membrane (ARAM) - less than 1" thick										
Capacity Status: NCI			Exempt Category: Safety - Pavement resurfacing and/or rehabilitation							
Est Total Cost: \$6,784										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - LSI	\$2,965	\$1,811	\$112	\$42		\$500	\$500			\$2,965
TransNet - LSI (Cash)	\$5	\$5								\$5
TransNet - LSI Carry Over	\$3,814	\$2,014	\$600	\$600	\$600					\$3,814
TOTAL	\$6,784	\$3,830	\$712	\$642	\$600	\$500	\$500			\$6,784

** Include SANDAG in progress and pending projects - these projects are subject to change when accepted by SANDAG

Table 1
2018 Regional Transportation Improvement Program
San Diego Region (in \$000s)

El Cajon, City of

MPO ID: EL29		ADOPTION: 18-00								
Project Title: Traffic Safety/Calming		TransNet - LSI: CR								
Project Description: Madison Avenue, Taft Avenue, and other locations in the City. - in El Cajon at various locations; install traffic safety and calming improvements such as street striping, stop signs, speed cushions, and radar speed feedback signs										
Capacity Status: NCI		Exempt Category: Safety - Safer non-Federal-aid system roads								
Est Total Cost: \$684										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - LSI	\$518	\$218	\$100	\$100	\$100					\$518
TransNet - LSI (Cash)	\$11	\$11								\$11
TransNet - LSI Carry Over	\$155	\$155								\$155
TOTAL	\$684	\$384	\$100	\$100	\$100					\$684

MPO ID: EL32		ADOPTION: 18-00								
Project Title: City of El Cajon Pavement Management System		TransNet - LSI: Maint								
Project Description: Various streets in the City - engineering Study-preparation of an updated Pavement Management System study to determine the condition of City streets and help prioritize street overlay projects.										
Capacity Status: NCI		Exempt Category: Other - Engineering studies								
Est Total Cost: \$435										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - LSI	\$290	\$145	\$145					\$290		
TransNet - LSI Carry Over	\$145	\$145						\$145		
TOTAL	\$435	\$290	\$145					\$435		

MPO ID: EL35		ADOPTION: 18-00								
Project Title: Marshall Avenue Widening Feasibility Study		RAS (M-39)								
Project Description: Marshall Avenue from Fesler Street to Bradley Avenue - in El Cajon, on Marshall Avenue between Fesler Street and Bradley Avenue; feasibility study to widen street to accommodate bike lanes and sidewalks.		TransNet - LSI: CR								
Capacity Status: NCI		Exempt Category: Air Quality - Bicycle and pedestrian facilities								
Est Total Cost: \$275										
	TOTAL	PRIOR	18/19	19/20	20/21	21/22	22/23	PE	RW	CON
TransNet - LSI Carry Over	\$275	\$125	\$150					\$275		
TOTAL	\$275	\$125	\$150					\$275		

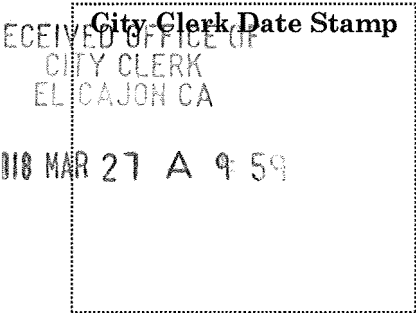
** Include SANDAG in progress and pending projects - these projects are subject to change when accepted by SANDAG

Table 1
2018 Regional Transportation Improvement Program
San Diego Region (in \$000s)

RTIP Fund Types

<i>Local Funding</i>	
Local Funds AC	Local Funds - Advanced Construction; mechanism to advance local funds to be reimbursed at a later fiscal year with federal/state funds
RTCIP	Regional Transportation Congestion Improvement Program
<i>TransNet-L</i>	Prop. A Local Transportation Sales Tax - Local Streets & Roads
<i>TransNet-L (Cash)</i>	TransNet - L funds which agencies have received payment, but have not spent
<i>TransNet-LSG</i>	Prop. A Extension Local Transportation Sales Tax - Local Smart Growth
<i>TransNet-LSI</i>	Prop. A Extension Local Transportation Sales Tax - Local System Improvements
<i>TransNet-LSI Carry Over</i>	TransNet - LSI funds previously programmed but not requested/paid in year of allocation
<i>TransNet-LSI (Cash)</i>	TransNet - LSI funds which agencies have received payment, but have not spent

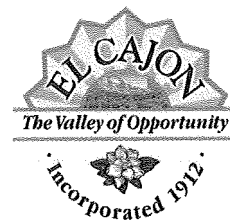
** Include SANDAG in progress and pending projects - these projects are subject to change when accepted by SANDAG



City of El Cajon Agenda Report

MEETING: April 10, 2018

ITEM NO: 1.8



TO: Mayor Wells, Mayor Pro Tem Kendrick,
Councilmembers Goble, Kalasho and McClellan

FROM: Graham Mitchell, Assistant City Manager

SUBJECT: License Agreement for Wireless Installation on Public Structures

RECOMMENDATION: That the City Council adopts a resolution authorizing a License Agreement for Wireless Installation on Public Structures with New Cingular Wireless PCS, LLC.

BACKGROUND: The California Public Utilities Code §7901 allows telephone corporations to construct telephone lines within public roads and to erect poles to support telephone lines and other communication equipment. The City owns and operates 1,843 streetlight poles in the public right-of-way. New Cingular Wireless PCS, LLC (formally known as AT&T Wireless) has requested to construct small antenna facilities on existing streetlight poles within the City’s right-of-way. These small antenna facilities will eventually support the 5th generation wireless system (the 5G network). The antennas are affixed to streetlight poles and will provide greater access to wireless broadband services.

New Cingular Wireless requests that the City consider a ten-year License Agreement which would regulate the installation of the small antenna facilities and enhance the communication network in the City. The proposed License Agreement would allow New Cingular Wireless to install antennas on existing streetlight poles after obtaining a permit through the Community Development Department.

In exchange for use of the City’s right-of-way, the proposed Agreement requires New Cingular Wireless to:

- 1) Pay the City \$1,250 per year for each site for the first year—the rental rate increases by 2.5 percent each year;
- 2) Pay a permit application fee of \$1,500 per application (several sites can be included per application);
- 3) Install conduit in the right-of-way for City use when New Cingular Wireless trenches; and
- 4) Meet design standards detailed in the proposed License Agreement.

The proposed Agreement excludes use of the City's decorative streetlight poles located in the downtown area for an antenna facility.

FISCAL IMPACT: New Cingular Wireless intends to install approximately ten antennas in the first year, generating approximately \$12,500 in rental revenue and \$1,500 in permit fees.

PREPARED BY:



Graham Mitchell
ASSISTANT CITY MANAGER

APPROVED BY:



Douglas Williford
CITY MANAGER

RESOLUTION NO. -18

A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF EL CAJON
APPROVING A LICENSE AGREEMENT
FOR NEW CINGULAR WIRELESS PCS, LLC
DBA AT&T MOBILITY FOR
WIRELESS INSTALLATION ON PUBLIC STRUCTURES

WHEREAS, the California Public Utilities Code § 7901 allows telephone corporations to construct telephone lines within public roads, and erect poles to support telephone lines and other communication equipment; and

WHEREAS, the City owns and operates 1,843 streetlight poles in the public right-of-way; and

WHEREAS, New Cingular Wireless PCS, LLC, doing business as AT&T Wireless ("New Cingular") has requested approval to construct small antenna facilities on certain existing streetlight poles within the City's right-of-way; and

WHEREAS, these small antenna facilities will eventually support the 5th generation wireless system (the 5G network), provide greater access to wireless broadband services, and enhance the communication network in the City; and

WHEREAS, New Cingular has requested that the City consider a ten-year License Agreement (the "Agreement"); and

WHEREAS, in exchange for use of the City's right-of-way, the proposed Agreement requires New Cingular to (1) pay the City \$1,250 per year for each site for the first year, with a rental rate increase of 2.5 percent each year; (2) pay a permit application fee of \$1,500 per application (up to ten sites can be included in each application); (3) install conduit in the right-of-way for City use when New Cingular Wireless trenches; and (4) meet design standards detailed in the proposed Agreement; and

WHEREAS, the proposed Agreement excludes use of the City's decorative streetlight poles located in the downtown area for an antenna facility; and

WHEREAS, the City Council believes it to be in the City's best interests to enter into a license agreement with New Cingular for installation of small antenna facilities on existing streetlight poles at various locations within the City of El Cajon.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The above recitals are true and correct, and are the findings of the City Council.

2. The City Council hereby approves the execution of a proposed License Agreement for Wireless Installations on Public Structures, substantially in the form as presented to the City Council in this meeting, with such changes as may be approved by the City Manager or his designee.

3. The City Manager, or his designee, and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of El Cajon.

4. The City Manager, or his designee, is hereby further authorized to execute, and the City Clerk is hereby authorized to attest the City Manager's or designee's signature, such amendments to the Agreement as may be necessary to approve any renewal terms of the Agreement as contemplated therein, and to make such other changes as may be necessary, in the determination of the City Manager or his designee, to implement the Agreement in the best interests of the City.

04/10/18 (Item No. 1.8)

Approve New Cingular Wireless dba AT&T License Agmt 040318

**LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS
ON PUBLIC STRUCTURES**

BETWEEN

**NEW CINGULAR WIRELESS PCS, LLC
D/B/A AT&T MOBILITY**

AND

CITY OF EL CAJON

EFFECTIVE DATE: _____, 2018

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- A** Fees and Bond
- B** Design Standards

LICENSE AGREEMENT FOR WIRELESS INSTALLATIONS ON PUBLIC STRUCTURES

This License Agreement For Wireless Installations on Public Structures (the “Agreement”) is made and entered into as of _____, 2018 (“Effective Date”) by and between THE CITY OF EL CAJON, a California charter city and municipal Corporation (“Licensor”) and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company d/b/a AT&T Mobility (“Licensee”). Licensor and Licensee shall be referred to hereafter individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Licensee seeks to affix wireless communication antennas and related equipment to certain of Licensor’s Structures, as defined herein;

WHEREAS, Licensor wishes to encourage wireless infrastructure investment by providing a fair and predictable process for the deployment of small wireless facilities, while enabling Licensor to promote the management of the rights-of-way in the overall interests of the public health, safety and welfare;

WHEREAS, Licensor is willing to accommodate Licensee’s non-exclusive use of such Structures in accordance with all applicable law and the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth in this Agreement, the Parties hereby agree as follows:

CERTAIN DEFINED TERMS

As used herein, the following capitalized terms have the meaning ascribed to them below.

“Applicable Code” means the El Cajon Municipal Code.

“Decorative Streetlight Pole” shall mean any streetlight pole that incorporates artistic design elements not typically found in the Licensor’s majority of streetlight poles. By way of example but not limitation, “Decorative Streetlight Poles” are located in the El Cajon Downtown Business District as of the date of this Agreement.

“Emergency” means a situation in which there is an imminent threat of injury to person or property, or loss of life.

“FCC” means the Federal Communications Commission;

“Person” or “Persons” means any person or entity;

“Structure(s)” means pole(s) supporting one or more streetlights, traffic signals, flags, banners and/or signage; and any other similar structure(s) capable of accommodating a

Wireless Installation. Structure does not include any Licensor pole used for the function of electricity or natural gas distribution; nor does structure include any Decorative Streetlight Poles.

“Technical Grounds” means, in light of prevailing industry engineering standards, reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable law.

“Wireless Installation” means an antenna system equipment, which conforms to the design standards included in Exhibit B, including facilities that operate on FCC-approved frequencies in the bands authorized for commercial wireless communication services by the FCC pursuant to FCC licenses issued to Licensee, and all associated equipment, affixed by Licensee to a Structure owned or controlled by Licensor pursuant to a Permit (in accordance with Section 3.1 hereof) authorized by Licensor.

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. To the extent not already governed by applicable law, Licensor hereby grants Licensee such rights-of-way and easements for the use and benefit of Licensee as necessary to exercise the right to attach to Licensor’s Structures, as provided herein, subject, however to all governmental approvals. Licensee acknowledges that Licensor is a governmental entity, having regulatory authority in planning and land use matters, and local governmental approvals. Nothing herein shall be deemed to require the Licensor to commit to approve any applications seeking its governmental approvals. No use of Licensor’s Structures under this Agreement shall create or vest in Licensee any ownership or property rights in such Structures. Nothing in this Agreement grants Licensee the right to make any Wireless Installation, or to install other facilities, including Wireless Facilities, that do not conform to this Agreement. This Agreement expressly excludes Decorative Streetlight Poles from the installation of Wireless Facilities.

1.2 Interference with Wireless Installations. Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies for access to a Structure, Licensor knows or has reason to know that such third party’s use is reasonably likely to materially adversely affect or interfere with the Licensee’s existing Wireless Installations on that Structure, Licensee’s use and operation of its facilities on that Structure, or Licensee’s ability to comply with the terms and conditions of this Agreement as it relates to that Structure.

1.3 Installation of Poles. This Agreement is not intended to affect Licensee’s rights, if any, to install its own poles in municipal rights-of-way for the purpose of affixing its Wireless Installations, subject to reasonable permitting requirements and in accordance with applicable law.

2. GENERAL OBLIGATIONS

2.1 Technical Requirements and Specifications.

(a) At its own expense, Licensee must erect, install, repair and maintain its Wireless Installations in safe condition and good repair in accordance with:

(i) the requirements and specifications of the National Electrical Safety Code (“NESC”), the National Electrical Code (“NEC”) and any and all other applicable regulatory codes for safe practices when performing work on or near Structures (collectively, “Safety Codes”); and

(ii) any current or future rules or orders of the FCC, the State public utility commission, or any other federal, state or local authority having jurisdiction, including, without limitation, compliance, at all times, with Chapter 17.245 of the El Cajon Municipal Code and maintenance in accordance with such operational and maintenance standards found in sections 17.245.080 and 17.245.090 of the El Cajon Municipal Code.

Changes to the requirements, specifications, rules and orders in subsections (i) and (ii) shall not apply retroactively unless required by law.

(b) Licensor may, on Technical Grounds, legal grounds, or in proper exercise of its governmental authority, deny all or part of an Application for Permit, deny renewal of a Permit, limit the number and/or modify the technical characteristics (*e.g.*, weight or size) of any Wireless Installation on any Structure, or require relocation, replacement or removal of Wireless Installations.

2.2 No Liens Permitted. Licensee will not, directly or indirectly, create, incur, assume or suffer to exist any lien with respect to any Structure or other Licensor property or facility resulting from any work performed by Licensee or on its behalf pursuant to this Agreement or any act or claim against it or any of its contractors, agents, or customers and will, at its sole expense, promptly take any action as may be necessary to discharge any such lien within thirty (30) days of first being notified in writing of its existence.

2.3 Worker Qualifications; Responsibility for Agents and Contractors. Each party shall ensure that its workers and, to the extent that either may employ agents or contractors, their workers, are adequately trained and skilled to access Structures in accordance with all applicable industry and governmental standards and regulations. Licensor may deny access to its Structures to any such worker who is not so qualified, or who does not act in a safe and professional manner when accessing any Structure. In such event, Licensee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access Structures on Licensee’s behalf unless such worker is qualified to Licensor’s reasonable satisfaction. In no event, however, shall a party be liable or otherwise responsible for the competence or conduct of the other party’s workers or those of the other party’s agents or contractors.

2.4 Utilities. Licensee shall be solely responsible for arrangement and payment for electric service necessary in connection with Wireless Installations.

2.5 Conduit Installation. At its sole cost, Licensee shall install dedicated conduit for the purpose of installing telecommunication lines whenever trenching occurs in the public right-of-way. Upon installation and acceptance following the approval of a final inspection, the conduit shall become property of the Licensor. No other deed, bill of sale, dedication, or document of conveyance, other than this Agreement, shall represent the transfer of ownership of the conduit to the Licensor.

3. APPLICATION FOR PERMIT

3.1 Application for Permit. Before placing any new or additional Wireless Installation onto any Structure, Licensee shall apply for a permit from Licensor. Licensee shall apply for the permit using the Licensor's Application for Permit ("Permit"), which Licensor may revise or amend from time to time in its reasonable discretion upon 60 days' written notice to Licensee. Unless applicable law provides otherwise as reflected in Exhibit A, Licensor will notify Licensee of the specific deficiencies in any incomplete Permit Application within ten (10) days of its submission and Licensor will approve or reject each Permit within forty-five (45) days of its submission. In the event of rejection of a Permit, Licensor shall provide a written explanation to Licensee of the basis for the rejection with the same forty-five (45) day period. A permit shall be deemed approved if not approved or denied (for reasons consistent with applicable law) within the time frames specified herein or in Exhibit A. Each Application for Permit may request attachments of up to ten (10) different Structures or as otherwise provided in Exhibit A. Licensor shall pay an Application Fee for each application at the time of submission in the amount set forth in Exhibit except that no such fee shall be required for a resubmitted application where such application was originally rejected as incomplete.

3.2 Technical Review. Licensor will undertake all engineering and administrative activities necessary to approve or deny Licensee's Permit Application in whole or in part. Such activities include, but are not limited to, assigning a Permit number, logging the Permit into the tracking system, approving any Make-Ready Work associated with the Permit, informing other attachers of Licensee's intent to attach, approving the Permit, field work (inspecting the location, taking required measurements at the location, setting up joint meetings with other attachers if necessary, and inspecting the work). Licensor shall recover the costs associated with this Technical Review through the Application Fee.

4. COMPLETION OF INSTALLATION

4.1 Notification of Completion of Installation. Within ten (10) business days of completing the installation of each Wireless Installation, Licensee shall notify Licensor of such completion.

5. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS

5.1 Reservation of Rights. As permitted by applicable law, Licensor reserves the right to operate and maintain its Structures and facilities, to discontinue such maintenance, and to remove its Structures and facilities, in the best manner required to fulfill its own service requirements, and its public, employee, worker safety and other legal obligations.

5.2. RF Emissions.

(a) Licensee will comply with all FCC regulations regarding radio frequency ("RF") emissions and exposure limitations. Licensee is allowed to install signage and other mitigation, such as a power cut-off switch on Structures, to allow workers and third parties to avoid excess exposure to RF emissions. Licensor's authorized field personnel will contact Licensee's designated point of contact not less than 24 hours in advance to inform Licensee of the need for a temporary power-shut-down. In the event of an unplanned outage or cut-off of power or an emergency, the power-down will be with such advance notice as practicable. Once the work has been completed and the worker(s) have departed the exposure area, the party who accomplished the power-down shall restore power and inform Licensee as soon as possible that power has been restored. The parties acknowledge that they understand the nature of Licensee's Wireless Installations and agree to limit the frequency of power-downs and restore power as promptly as much as reasonably practical.

(b) Licensor and Licensee are under an obligation to operate their own existing or future facilities to protect against RF interference to RF signals of Licensor and Licensee, as may emanate or arise. Licensor and Licensee shall endeavor to correct any interference to other networks created by their own RF emissions promptly and shall coordinate and cooperate with each other and any other attachers on Licensor's Structures relating to the same.

5.3 FCC Antenna Registrations, Federal Aviation Administration ("FAA") Compliance. Licensee is solely responsible for ensuring compliance with any and all FCC antenna registration, FAA, or similar requirements with respect to the location of the Licensee's antennas or other facilities. Without limitation, Licensee acknowledges and agrees that Licensor's Structures are not "antenna structures" under the rules of the FCC or any other state or local regulatory authority, and that, accordingly, Licensor has no obligation of its own in this regard to register them with the FCC, the FAA, or other agency.

5.4 Equipment Modification and Replacements. Subsequent to the original installation of Licensee's equipment, Licensee may modify or replace the equipment so long as such modification or replacement does not increase the load on the applicable Structure beyond the loading, if any, that was established in the approved application, or involve placement of equipment outside the area designated in the approved application without obtaining prior written consent of Licensor.

5.5 Access. At all times throughout the Term of this Agreement, and at no additional charge to Licensee, Licensee and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week reasonable pedestrian access to, in and on and reasonable vehicular access to (“Access”) any Structure used or to be used pursuant to an approved Permit so that Licensee may install, operate, maintain, repair, replace, remove, or modify its Wireless Installations.

6. CHARGES, BILLING AND PAYMENT

6.1 Annual Rent for Wireless Installations. Licensee shall pay Licensor the rental fee (“Rent”) for each Wireless Installation as set forth in Exhibit A, for each year (or partial year) that this Agreement remains in effect. Said Rent is for each Wireless Installation on each Structure and includes all appurtenant equipment and facilities used in connection with Wireless Installations.

6.2 Timing of Payment and Calculation of Number of Wireless Installations.

(a) The Rent shall be payable annually in advance for each Wireless Installation, as recorded by Licensor or for which a Permit has been issued as of October 1 of the prior calendar year (the “Record Date”). For new Wireless Installations, the Rent shall be paid in advance at the time that the Permit is issued.

(b) If Licensee’s records show a different number of Wireless Installations for which a Rent payment is required, Licensee shall so notify Licensor within thirty (30) days of relevant invoice. Licensor will then, following receipt of Licensee’s notification, either accept in writing Licensee’s revised count/information or notify Licensee in writing that a dispute exists about such count, in which event the parties shall comply with the dispute resolutions provisions of the agreement.

6.3 Surety Bond. Prior to the issuance of any Permit Licensee shall furnish a surety bond (the “Surety Bond”) as provided for in Exhibit A, in order to guarantee Licensee’s payment and performance of sums and liabilities that may become due to Licensor for all Rent and other amounts and liabilities required by or concerning or related to this Agreement. The amount of the Surety Bond shall be increased upon the increase in the number of Wireless Attachments as set forth in Exhibit A.

6.4 Unauthorized Wireless Installations.

(a) Upon discovery of a Wireless Installation that has not been approved by Licensor by Permit (an “Unauthorized Wireless Installation”), Licensee shall obtain a permit and pay the Application Fee and shall pay back rent due to the Licensor.

(b) Licensor may invoice, and Licensee shall pay to Licensor within thirty (30) days from receipt of the date of invoice, a civil penalty as allowed by the Applicable Code, multiplied by the number of Unauthorized Wireless Installations.

(i) For the purposes of this Agreement, “a civil penalty as allowed by the Applicable Code” shall mean such civil penalties imposed by the City of El Cajon for violations of its Building Codes (Title 15 of the El Cajon Municipal Code) and its Zoning Code (Title 17 of the El Cajon Municipal Code).

(ii) The failure of Licensee to pay any civil penalties shall become a Default of this Agreement (as defined herein).

(c) Within thirty (30) days of notification of an Unauthorized Wireless Installation, Licensee shall apply for a Permit and Licensor shall approve or deny such Application for Permit in accordance with this Agreement.

(d) Unauthorized Wireless Installations shall not be considered a default of this Agreement unless there is established that the number of Unauthorized Wireless Installations exceed ten percent (10%) of the Wireless Installations approved by all Permits then in existence.

6.5 Billing and Payment Generally.

(a) Except as otherwise provided herein, all bills and invoices and other requests for payment rendered under this Agreement shall be paid by Licensee within ninety (90) days from the receipt of invoice. Interest of one percent (1%) per month (or the highest amount permitted by law, whichever is less) of the total amount due and unpaid will apply to any unpaid amount after ninety (90) days from the receipt of invoice.

(b) Licensee shall notify Licensor within thirty (30) days of the date of invoice of any dispute, with sufficient particularity to identify the amounts in, and grounds for, any dispute.

7. **AUDITS AND INSPECTIONS**

7.1 Audits.

(a) Licensee and Licensor shall cooperate in determining the total number of Wireless Installations. This determination shall be based on an on-going inventory of Permits that shall be maintained by Licensor. Licensor has the right to require a jointly conducted physical audit of Wireless Installations no more frequently than once every three (3) years, unless Licensee is responsible for a Default (defined in Section 14.1) under this Agreement, in which case Licensor may audit no more frequently than once a year (until such default is cured). Licensor must provide thirty (30) days’ written notice of any audit. The actual and reasonable cost of such audits will be shared equally by Licensor and Licensee.

(b) Licensee and Licensor may mutually agree that in lieu of such a jointly conducted physical audit, the number of Wireless Installations may be determined from existing maps and attachment records, in which case, each Party shall make all

relevant maps and records available to the other Party and the number of Wireless Installations shall be cooperatively determined.

7.2 Safety Inspections. Licensor may conduct, at its sole expense, inspections of Wireless Installations on Licensor's Structures and to conduct inspections in the vicinity of Wireless Installations. Licensor shall give Licensee thirty (30) days' prior written notice of such inspections and Licensee shall have the right to be present at and observe any such inspections, at Licensee's sole expense. However, in the event of an Emergency for which Licensor must promptly provide or restore safe conditions for the public, Licensor may conduct such inspections immediately and without prior notice to Licensee. Notwithstanding the foregoing, Licensee shall pay Licensor for its actual and reasonable costs for safety inspections performed for the purpose of determining if a safety violation of which Licensor has provided written notice to Licensee has been corrected by Licensee.

8. STRUCTURE REPLACEMENT AND ABANDONMENT AND REMOVAL OF WIRELESS INSTALLATIONS

8.1 Replacement or Abandonment of Structure

(a) If for safety, reliability or operational reasons, Technical Grounds, or due to government or legal requirements Licensor replaces a Structure to which Wireless Installations are affixed, Licensor will, upon sixty (60) days' written notice, at its own expense, remove the Wireless Installation located on the original Structure, and transfer it to the replacement Structure.

(b) Notwithstanding the foregoing, in the case of an Emergency, Licensor may remove, or replace the Wireless Installations or transfer them to replacement Structures, or perform any other work in connection with said Wireless Installations that may reasonably be required to maintain, replace, remove or relocate the Structures. In such a case, Licensee shall reimburse Licensor for the expenses incurred by Licensor. In the event of an Emergency, Licensor shall notify Licensee as soon as practicable, but in no event later than 48 hours after the Emergency.

(c) If Licensor desires to abandon any Structure, it shall give Licensee sixty (60) days' written notice, and within such time, Licensee may remove or otherwise dispose of its Wireless Installations, or transfer its Wireless Installations to a replacement structure, all at Licensee's cost.

(d) If a Licensor's Structure needs to be replaced in order to accommodate Wireless Installations, Licensor may replace the Structure and Licensee will reimburse Licensor for all actual and reasonable costs directly incurred by Licensor to do so and Licensee shall relocate its Wireless Installations to the replacement Structure within sixty (60) days following written notice of the requirement to move.

(e) If, upon expiration of any required notice period for removal, Wireless Installation(s) has/have not been removed, Licensor may at Licensee's sole

expense, remove and dispose of the Wireless Installation(s), without any liability to Licensee for such removal and disposition.

8.2 Removal of Wireless Installations by Licensee. Licensee may at any time remove Wireless Installations from Licensor's Structures, and shall give Licensor notice of such removal within thirty (30) days after removal. No refund of any rental paid will be due on account of such removal except as provided for in Section 13.3 or if triggered by casualty, fire or other harm affecting any Structure ("Casualty Event"). Licensor will provide notice to Licensee of any Casualty Event as soon as reasonably practical thereafter. In the event of damage by a Casualty Event to a Structure that cannot reasonably be expected to be repaired within forty-five (45) days following such Casualty Event or which Licensor elects not to repair, or if such Casualty Event is reasonably expected to disrupt Licensee's operations on the Structure for more than forty-five (45) days, then Licensee may, at any time following such casualty or harm; (i) terminate the applicable Permit upon fifteen (15) days' written notice to Licensor; (ii) place a temporary facility, if feasible, at a location equivalent to Licensee's current use of the Structure until such time as the Structure is fully restored to accommodate Licensee's Wireless Installation; or (iii) permit Licensee to submit a new Application for Permit for an alternate location equivalent to Licensee's current use of the Structure, and Licensor shall waive the application fee and transfer all remaining rights to the new Structure so long as such relocation was due to a Casualty Event not caused by Licensee. Any such notice of termination shall cause the applicable Permit to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the applicable Permit. The rent shall abate during the period of repair following such Casualty Event in proportion to the degree to which Licensee's use of the Structure is impaired. Licensee will be entitled to collect all insurance proceeds payable to Licensee on account thereof and to be reimbursed for any prepaid Rent on a *pro rata* basis.

8.3 Licensee Safety or Other Violations. If Licensor discovers any regulatory, safety or other violation of this Agreement with respect to Wireless Installations, it shall notify Licensee and Licensee shall have thirty (30) days in which to remedy such violations, except that Licensor may require quicker action in Emergency situations.

9. INSURANCE

9.1 Obligation for Insurance. Licensee shall at its sole cost and expense maintain the insurance coverage and limits required by this Section during the Term of this Agreement. Licensee agrees to procure the required insurance from an insurance company having and maintaining an A.M. Best rating of at least A-VII. Licensee shall deliver to Licensor Certificates of Insurance evidencing the types of insurance and policy limits required and shall deliver updated Certificates of Insurance from time to time as may be necessary to keep Licensor apprised of all currently effective insurance.

9.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000

by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensor.

(b) A combined single limit policy with aggregate limits in the amount of \$2 million with minimum limits in the amounts as follows:

Commercial General Liability: Insurance Services Office (ISO) Form CG 00 01 covering Commercial General Liability on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence.

The Commercial General Liability policy must include Licensor and its elected and appointed officials, officers, employees, agents and volunteers as an additional insured on a primary and non-contributory basis and a waiver of subrogation in favor of Licensor.

(c) Business Automobile Liability insurance with limits of at \$1,000,000 Combined Single Limit for each Accident for Bodily Injury and Property Damage, extending to all company owned, leased, and non-owned vehicles.

(d) Umbrella/Excess Liability insurance with limits of \$1,000,000 each occurrence and in the aggregate.

9.3 Insurance Certificates / Additional Insured

Licensee must provide certificates of insurance and endorsements evidencing coverage prior to the start of the contract. All certificates or endorsements must include:

- The name of the insurance company issuing each policy.
- All insurers must provide an original additional insured endorsement including the City of El Cajon, and its elected and appointed officials, officers, employees and volunteers (for purposes of this Section, individually and collectively, the "City Insureds") as an additional insured. This inclusion as additional insureds shall not be required of Workers' Compensation or Professional Liability policies of insurance, and may be waived for "valuable papers" coverage with the approval of the City Attorney.
- All insurers must provide an original endorsement stating that the insurance coverage shall be primary insurance as respects the City of El Cajon, and its elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds". Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Waiver of Subrogation endorsement is required on Workers' Compensation Coverage.
- Address of named insured.

- Description of coverage, including any special coverage required by the contract.
- Policy numbers.
- Policy periods (if claims made basis, must include retroactive date and length of time allowed as extended reporting period).
- Coverage type (occurrence form vs. claims made).
- Authorized signature and date of issuance. An original signature is required (wet signature or hard copy); a digital signature is acceptable so long as it complies with the requirements of Government Code § 16.5.

9.4 General Insurance Conditions. Licensee may meet the required insurance coverage and limits with any combination of primary and umbrella/excess liability insurance. Licensee shall provide at least thirty (30) days advance written notice of cancellation or non-renewal of any required insurance that is not replaced. Licensee will require any subcontractors performing work under this Agreement to maintain coverage and limits at least as broad as those listed above. With respect to any required policy that is issued on a “claims-made” basis, Licensee agrees to maintain coverage for two (2) years following the term of this Agreement. Notwithstanding the foregoing, Licensee may self-insure the required insurance under the same terms and conditions as outlined above.

10. ALLOCATION OF LIABILITIES

Each Party shall be liable for all damages for such injuries to third Persons or any third Person’s property proximately caused by the Party’s negligence or willful misconduct or by its failure to comply at any time with the law, including the Applicable Code, or the practices herein provided. As used in the immediately preceding sentence, reference to injury to property shall be deemed to refer to physical damage to physical property.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY CUSTOMER OR ANY PURCHASER OF SUCH PARTY OR ANY OTHER PERSON, FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER BY VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.

11. INDEMNIFICATION

11.1 Licensee Indemnification of Licensor. To the extent permitted by law, Licensee shall indemnify, hold harmless and, at Licensor’s sole option, defend Licensor, its elected and appointed officers, officials, directors, contractors, subcontractors, suppliers, licensees (other than Licensee), invitees, agents, attorneys, employees, volunteers, successors and assigns (together “Licensor Indemnitees”) from and against any and all liabilities, damages or claims for damage, including, but not limited to, all actual and reasonable costs, attorneys’ fees, and other charges and expenditures that Licensor

Indemnites incur in connection with any claims asserted related to the willful misconduct or the negligent installation, operation, use, repair, maintenance, or removal of Wireless Installations or breach of the terms of this Agreement by Licensee, including any acts or omissions by its agents, contractors, or subcontractors except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensor. Licensee shall purchase liability insurance in an amount adequate to fulfill its obligations to indemnify and protect Licensor under this Agreement.

11.2 Licensor Indemnification of Licensee. To the extent permitted by law, Licensor shall indemnify, hold harmless and, at Licensee's sole option, defend Licensee, its principals, parents, affiliates, officers, directors, contractors, subcontractors, suppliers, licensees, invitees, agents, attorneys, employees, successors and assigns (together "Licensee Indemnites") from and against any and all liabilities, damages or claims for damage, including, but not limited to, all actual and reasonable costs, attorneys' fees, and other charges and expenditures that Licensee Indemnites may incur in connection with any claims asserted related to the willful misconduct or the negligent installation, operation, use, repair, maintenance or removal of Licensor's Structures or breach of the terms of this Agreement by Licensor, including any acts or omissions by its officials, agents, contractors, subcontractors or volunteers except to the extent that such liabilities, damages or claims are a result of the negligence or willful misconduct of Licensee. To the extent permitted by law, Licensor shall purchase liability insurance in an amount adequate to fulfill its obligations to indemnify and protect Licensee under this Agreement.

12. TERM

This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for a term of ten (10) years. The Parties may agree to renew this Agreement for four (4) renewal terms, each of not more than five (5) years in duration, unless either Party gives the other written notice of termination at least one hundred and twenty (120) days prior to the then current term. Upon termination of this Agreement, Licensee shall remove Wireless Installations from all Licensor's Structures within thirty (30) days at Licensee's expense. If not so removed within thirty (30) days following such termination, Licensor shall have the right to remove such Wireless Installations, and to dispose of same, at Licensee's sole expense and without any liability to Licensee for such removal and disposition.

13. DEFAULT AND TERMINATION

13.1 Default. If either Party fails to perform or observe any material term or condition of this Agreement within thirty (30) days after receipt of written notice of such failure from the other Party, then such Party will be in default of the Agreement ("Default"). No such failure, however, will be deemed to exist if a Party has commenced to cure such Default within such period and provided that such efforts are prosecuted to completion with reasonable diligence and within an additional thirty (30) days.

13.2 Licensee's Default and Licensor's Remedies. If Licensee does not cure its Default within the allotted time period, Licensor may, at its discretion, take any one or more of the following actions:

- (a) suspend Licensee's access to any or all of Licensor's Structures;
- (b) terminate the specific Permit(s) granted to Licensee covering the Structure(s) to which such Default is applicable;
- (c) require the obligation to be fulfilled at Licensee's sole expense;
- (d) repair, remove, relocate, or rearrange Wireless Installations to which such Default relates (all at Licensee's sole expense);
- (e) decline to Permit additional Wireless Installations under this Agreement until all such Defaults are cured;
- (f) exercise its rights with respect to the Surety Bond; or
- (g) only after sixty (60) days following notice of Default, with no interim cure, terminate this Agreement.

13.3 Licensor's Default and Licensee's Remedies.

(a) If Licensor does not cure its Default within the allotted time period, Licensee may, at its reasonable discretion, either terminate this Agreement or demand that the terms of this Agreement be complied with.

(b) If Licensor Defaults and Licensee elects to terminate the Agreement, Licensor shall refund any portion of advanced, prepaid Rent actually paid by Licensee pro-rated for any period of the Term remaining following the effective date of the termination of this Agreement. Licensor shall make such refund within sixty (60) days of the effective date of such termination.

13.4 Effective Date of Termination. Any termination under sections 13.2(b), 13.2(g) or 13.3(a) shall be effective upon written notice from the terminating party to the other party. Such notice will identify the effective date of the termination, which effective date may be as early as the effective date of the notice under section 16.1.

13.5 [Reserved.]

13.6 Cumulative Remedies. The remedies provided by this section 13 are cumulative and in addition to any other remedies available under this Agreement or otherwise.

14. DISPUTE RESOLUTION PROCEDURES

As a condition precedent to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through upper management escalation and non-binding mediation. Either Party may give the other

Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of receipt of the disputing Party's notice, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within thirty (30) calendar days following the first day of mediation, either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

15. CONFIDENTIALITY

Unless otherwise authorized by this section 16.1, neither Party shall at any time disclose, provide, demonstrate or otherwise make available any confidential information of the other Party ("Confidential Information") to any third party. "Confidential Information" shall include any information of a confidential or proprietary nature disclosed by a Party to this Agreement to the other Party. Each Party shall use its best efforts and shall cause its officers, directors, employees, lenders and agents (including retained attorneys and consultants) to whom such Confidential Information may be disclosed to safeguard the confidentiality of the other Party's Confidential Information. At a minimum, such precautions shall include, but not be limited to, all precautions taken to ensure the confidentiality of such Party's own Confidential Information. Confidential Information may be disclosed (a) with the non-disclosing Party's prior written consent, or (b) as may be required by applicable law, including the California Public Records Act (California Government Code sections 6500 et seq.), or governmental authorities (including but not limited to disclosures necessary to obtain permits and other regulatory approvals). Notwithstanding anything in this Section 15 or elsewhere in this Agreement to the contrary, Licensee shall have the right, without the necessity of obtaining Licensor's consent, to provide copies of this Agreement and the locations of Structures to third parties as may be necessary to obtain required authorizations, or where otherwise compelled by law.

16. MISCELLANEOUS PROVISIONS

16.1 Notices. Except as provided below, all written notices shall be effective upon actual delivery or completed facsimile addressed to the other party as follows:

To Licensor:

CITY OF EL CAJON
Attn: Public Works Director
200 Civic Center Way
El Cajon, CA 92020

To Licensee (including bills):

NEW CINGULAR WIRELESS PCS, LLC
Attn: Network Real Estate Administration
575 Morosgo Drive NE
Atlanta, GA 30324
Re: Wireless Installation on Public Structures (Santee, CA)
Fixed Asset #

In each of the above cases (excluding bills), with a copy sent to:

NEW CINGULAR WIRELESS PCS, LLC
Attn: Legal Department, Network Operations
Re: Wireless Installation on Public Structures (Santee, CA)
Fixed Asset #
208 S. Akard Street
Dallas, TX 75202-4206

Contact Number for day to day operations:

Licensor: _____
Licensee: 1-800-638-2822

Any Party may change its address or other contact information at any time by giving the other Party, and Persons named above, written notice of said change.

16.2 Force Majeure. Deadlines for completing work and providing notice under this Agreement shall be suspended for a reasonable period upon the occurrence of a force majeure event.

16.3 Assignment and Transfer. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties. Except as otherwise provided in this Agreement, neither Party shall assign this Agreement or its rights or obligations to any firm, corporation, individual, or other entity, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Either Party may assign its rights and obligations to an affiliate without consent upon 30 days' written notice. Affiliate for purposes of this provision is any entity that controls, is controlled by, or is under common control with Licensee.

16.4 Applicable Law and Venue. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the State of California, without regard to its conflict of laws principles, and, where applicable, federal law. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of California, San Diego County, or the United States District Court for the Southern District of California, if brought in federal court. Licensee hereby waives any right to remove any

action filed in Superior Court from San Diego County to another county as otherwise permitted by California Code of Civil Procedure section 394.

16.5 Change of Law. In the event that any legislative, regulatory, judicial, or other action (“new law”) affects the rights or obligations of the Parties, or establishes rates, terms or conditions for the construction, operation, maintenance, repair or replacement of Wireless Installation on public infrastructure or in the right-of-way, that differ, in any material respect from the terms of this agreement, then either Party may, upon thirty (30) days’ written notice, require that the terms of this Agreement to be renegotiated to conform to the new law on a going forward basis for all existing and new small cell installations, unless the new law requires retroactive application. In the event that the Parties are unable to agree upon such new terms within sixty (60) days after such notice, then any rates contained in the new law shall apply from the 60th day forward until the negotiations are completed or a Party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction. Except as provided in the proceeding, all terms in the existing Agreement shall remain in effect while the parties are negotiating.

16.6 Exhibits. In the event of any inconsistency between the provisions of this Agreement and any Exhibits attached hereto, the provisions of this Agreement shall supersede the provisions of any such incorporated Exhibits unless such Exhibit specifies otherwise.

16.7 Execution in Counterparts. This Agreement may be executed in several counterparts, including by counterpart facsimiles or emails, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

16.8 Waiver. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision.

16.9 Severability. If any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in effect and the Parties shall negotiate, in good faith, in an effort to attempt to agree to modifications of this Agreement to replace the invalid or unenforceable portion.

16.10 Survival. The terms and provisions of this Agreement that by their nature require performance by either Party after the termination or expiration of this Agreement, shall be and remain enforceable notwithstanding such termination or expiration of this Agreement for any reason whatsoever.

16.11 Waiver of Jury Trial. Each Party waives its right to a trial by jury on disputes arising from this Agreement.

16.12 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings,

oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

**CITY OF EL CAJON,
a California charter city and municipal corporation**

BY: _____

Name:

Title:

Date:

**NEW CINGULAR WIRELESS PCS, LLC,
a Delaware limited liability company**

**BY: AT&T Mobility Corporation,
a _____ corporation, Its Manager**

Name:

Title:

Date:

Name:

Title:

Date:

EXHIBIT A: FEES AND BOND

Permit Application, ROW and Pole Attachment Rental Fee (Sections 3.1, 6.1)

Licensor shall pay an Application Fee of \$1,500.00 per application at the time of submission.

Licensee shall pay Rent of \$1,250.00 per Wireless Installation for each year (or partial year) that this Agreement remains in effect. The annual Rent per each Wireless Installation shall be increased by 2.5% each year on the anniversary of the Effective Date of this Agreement.

Surety Bond (Section 6.2)

The amount of Surety Bond shall be \$50,000 for the first 50 Wireless Attachments; \$100,000 for up to 100 Wireless Attachments; \$150,000 for up to 150 Wireless Attachments; and \$200,000 for up to a maximum of 200 Wireless Attachments.

Each Application for Permit may request attachments of up to 10 different Structures.

EXHIBIT B – DESIGN STANDARDS

Antenna installation:

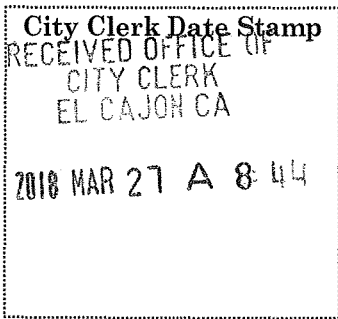
- Licensee may install a (1) 24” or smaller antenna.
- The preferred antenna mounting location should be on the top of the pole and include a cable shroud.
- Any alternative antenna installation requires justification by Licensee and approval by Licensor.
- Wires shall be contained within metal and concrete poles and shrouded with a sleeve on wooden poles.

Radio equipment:

- Radio equipment should be balanced on either side of the pole, not vertically stacked.
- The pole mounted radio equipment shall not exceed 7 cubic feet in volume.
- Attachment brackets for radio equipment shall be shrouded with plates or other material that matches the radio equipment covering.

Other:

- The Licensor does not require a “power shut off switch.”
- Licensee shall install a small sign placed on or near the radios, indicating the tenant name and 24/7 phone number to call.
- The power and fiber attachment points shall be located in undergrounded “hand holes” near the base of the pole.
- As a part of the permitting process, the applicant will submit a structural evaluation.
- All Power will be paid by the applicant, by separate agreement with the power company.



City of El Cajon Agenda Report

MEETING: 4/10/18

ITEM NO: 1.9



TO: Mayor Wells, Mayor Pro Tem Kendrick,
Councilmembers Goble, Kalasho and McClellan

FROM: Graham Mitchell, Assistant City Manager

SUBJECT: Request for Use of City Council Chamber

RECOMMENDATION: That the City Council approve the use of the City Council Chamber for public hearings to be conducted by the California Public Utilities Commission (PUC) on June 13, 2018.

BACKGROUND:

The California PUC has submitted a request to use the El Cajon City Council Chamber to conduct a series of public participation hearings about San Diego Gas & Electric's request for authority to increase rates and charges effective January 1, 2019 (Application 17-10-007). The PUC requested use of the Chamber on June 13, 2018, from 12:00 noon to 9:30 p.m. City Council Policy E-4 requires Council approval and a Hold Harmless Agreement from the applicant. The PUC is willing to sign a Hold Harmless Agreement. The calendar indicates the Council Chamber is available on the date and time requested.

FISCAL IMPACT:

Facilities Maintenance staff will be available to open and close the facility during normal working hours. There will be no costs to the City for the PUC's use of the Council Chamber. The PUC is, however, willing to pay for any costs incurred by the City in the way of overtime for hours outside the normal work schedule, if necessary.

PREPARED BY:

Graham Mitchell
ASSISTANT CITY MANAGER

REVIEWED BY:

Douglas Williford
City Manager

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



MEMORANDUM

To: Ms. Teresa Bussey
Executive Assistant
City of El Cajon
City Manager's office
200 Civic Center Way
El Cajon, CA 92020

From: California Public Utilities Commission
San Francisco Office

Re: Use of City Council Chamber for Public Participation Hearing

Dear Ms. Bussey,

The California Public Utilities Commission (CPUC) will be holding a series of public hearings in connection with San Diego Gas & Electric Company's recently filed rate case for authority to increase rates and charges for electric and gas service effective January 1, 2019 (Application 17-10-007).

We are requesting use of your council chamber on **June 13, 2018** (from **12:00 noon** until **9:30 pm**), as one of the sites for the public hearings mentioned above. We selected your community for one of the hearings because of its diverse population and mixture of residential and business interests.

Please provide a response to this request to our calendar clerk, Gabriela Perez, at Gabriella.Perez@cpuc.ca.gov. She can also be reached by telephone at (415) 703-1203. I am hoping that you are able to respond to our request as soon as possible in order to allow the CPUC and the utility to calendar the hearing and provide timely notice to the utility's customers in your area. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rafael Lirag".

Rafael Lirag
Administrative Law Judge

July 1, 2017

**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE
FISCAL YEAR JULY 1, 2017 / JUNE 30, 2018**


To Whom It May Concern:

In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

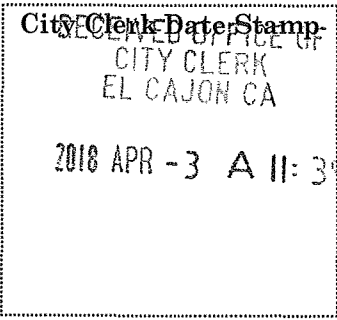
The State of California has also elected to be insured for its motor vehicle liability exposures through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management, P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, claims@dgs.ca.gov. If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program, P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) Internet link: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,



Lynan Graf, CRIS
Associate Risk Analyst
Insurance Services Unit
Phone: (916) 376-5290
Fax: (916) 376-5275
Lynan.graf@dgs.ca.gov



City of El Cajon Agenda Report

MEETING: 4/10/18

ITEM NO: 1.10



TO: Mayor Wells, Mayor Pro Tem Kendrick
Councilmembers Goble, Kalasho and McClellan

FROM: Graham Mitchell, Assistant City Manager

SUBJECT: TRAVEL EXPENSES FOR COUNCILMEMBER KALASHO TO TESTIFY BEFORE THE ASSEMBLY EDUCATION COMMITTEE ON ASSEMBLY BILL 2858 – Collection of pupil demographic data: Chaldean or Assyrian category

RECOMMENDATION: That the City Council review and approve the attached Claim for Advance/Reimbursement of Travel Expense form for Councilmember Kalasho submitted in accordance with City Council Policy G-1.

BACKGROUND:

Councilmember Kalasho was invited by Assembly Member Voepel’s Office to testify before the Assembly Education Committee on March 21, 2018 on Assembly Bill 2858 – Collection of pupil demographic data: Chaldean or Assyrian category. This bill’s intent was to address the designation and collection of pupil demographic data affecting the Cajon Valley School District, the Grossmont Union High School District and the Santee School District.

FISCAL IMPACT:

The total cost of \$907.41 is included in the Fiscal Year 2017-18 Budget. Airfare was paid in advance with a City Credit Card.

PREPARED BY:

Graham Mitchell
ASSISTANT CITY MANAGER

APPROVED BY:

Douglas Williford
CITY MANAGER

**CITY OF EL CAJON, CALIFORNIA
CLAIM FOR REIMBURSEMENT OF TRAVEL EXPENSE**

Employee Name: Ben Kalasho	Position: Councilmember	Department: City Council	Date of Claim:
Purpose of Trip: Assembly Bill 2858 Assembly Education Committee Hearing-Sacramento		Authorized By - Date:	

Method of Transportation	Depart From			Arrive At		
	Name of City	Date	Time	Name of City	Date	Time
Air	San Diego	3/20/2018	7:15 p.m.	Sacramento	3/20/2018	8:45 p.m.
Air	Sacramento	3/21/2018	5:10 p.m.	San Diego	3/21/2018	9:10 p.m.

EXPENSE REPORT

ATTACH ALL RECEIPTS TO THIS FORM FOR EXPENDITURES REPORTED

Item Description	Day 1 3/20/18	Day 2 3/21/18	Day 3 xx/xx/xx	Day 4 xx/xx/xx	Day 5 xx/xx/xx	Day 6 xx/xx/xx	Day 7 xx/xx/xx	Total Expense	Prepaid / Reimb / Inv
1. Meals	\$12.43	\$34.00						\$46.43	R
2. Lodging		\$499.61						\$499.61	R
3. Fare (Air, etc.)	\$307.96							\$307.96	P
4. Taxi, Limo, Bus	\$20.50	\$32.91						\$53.41	R
5. Telephone								\$0.00	
6. Auto Expense								\$0.00	
7. Registration								\$0.00	
8. Airport Shuttle								\$0.00	
9. Personal Mileage								\$0.00	
10.								\$0.00	
Totals	\$340.89	\$566.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$907.41	

Items 6 through 10 require an explanation below.

TOTAL ALLOWABLE EXPENSES ABOVE

Item # & Co.	Explanation / Description	Traveler's Reconciliation	
2. Lodging	Return flight delayed - late hotel checkout.	Total Allowable Expenses	\$907.41
		Adv/Prepaid/Invoiced Expenses	\$307.96
		Balance Due to (City)/Employee	\$599.45

THE UNDERSIGNED STATES, UNDER PENALTY OF PERJURY, THAT THE ABOVE CLAIM IS TRUE AND CORRECT:

Account Number	Amount
101000-8594	\$599.45

APPROVAL OF DEPARTMENT HEAD:


APPROVAL OF DIRECTOR OF FINANCE:

Residence Inn[®] Marriott.

Residence Inn by Marriott
Sacramento Downtown
at Capitol Park

1121 15th Street
Sacramento Ca 95814
T 916.443.0500

Ben Kalasho 200 Civic Center Way El Cajon CA 92020 El Cajon	Room: 707 Room Type: STKT Number of Guests: 1 Rate: \$169.00 Clerk: RRA
Arrive: 20Mar18 Time: 09:56PM Depart: 21Mar18 Time: 07:49PM Folio Number: 95802	

Date	Description	Charges	Credits
20Mar18	Room Charge	269.00	
20Mar18	State Tourism Fee	0.67	
20Mar18	Occupancy Sales Tax	32.28	
20Mar18	Convention & Tourism Fee	8.07	
21Mar18	Room Charge	164.50	
21Mar18	State Tourism Fee	0.41	
21Mar18	Occupancy Sales Tax	19.74	
21Mar18	Convention & Tourism Fee	4.94	
21Mar18	Visa		499.61
	<i>Card #: VXXXXXXXXXXXXXXXXX5489XXXX</i> <i>Amount: 499.61 Auth: 021230 Signature on File</i> <i>This card was electronically swiped on 20Mar18</i>		
	Balance:	0.00	

As a Rewards Member, you could have earned points toward your free dream vacation today. Start earning points and elite status, plus enjoy exclusive member offers. Enroll today at the front desk.

Do you or someone you know plan meetings in the Sacramento Area? Are you looking to stretch your event dollars and maximize value? Why not give us a try for your next meeting or block of group rooms! For more information contact our Sales Team at 916-443-0500.

See our "Privacy & Cookie Statement" on Marriott.com.

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To plan your next stay, visit residenceinn.com

Teresa Bussey

From: Ben Kalasho
Sent: Wednesday, March 21, 2018 6:27 PM
To: Teresa Bussey
Subject: Flight

Just an FYI, my flight got delayed and so I had to have a later checkout at the hotel.... so I'm pretty sure there's another charge.

Sent from Android.

Residence Inn® Marriott.

Residence Inn by Marriott
Sacramento Downtown
at Capitol Park

1121 15th Street
Sacramento Ca 95814
T 916.443.0500

B. Kalasho

Room: 707
Room Type: STKT
Number of Guests: 1
Rate: \$169.00 Clerk:

Arrive: 20Mar18 Time: 09:56PM Depart: 21Mar18 Time: Folio Number: 95802

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20Mar18	Convention & Tourism Fee	8.07	
21Mar18	Visa		310.02
	<i>Card #: VXXXXXXXXXXXXX5489/XXXX</i> <i>Amount: 310.02 Auth: 020781 Signature on File</i> <i>This card was electronically swiped on 20Mar18</i>		
	Balance:	0.00	

As a Rewards Member, you could have earned points toward your free dream vacation today. Start earning points and elite status, plus enjoy exclusive member offers. Enroll today at the front desk.

Do you or someone you know plan meetings in the Sacramento Area? Are you looking to stretch your event dollars and maximize value? Why not give us a try for your next meeting or block of group rooms! For more information contact our Sales Team at 916-443-0500.

See our "Privacy & Cookie Statement" on Marriott.com.

Teresa Bussey

From: Your Recent Stay <your_recent_stay@marriott.com>
Sent: Wednesday, March 21, 2018 4:33 AM
To: Teresa Bussey
Subject: Your Mar 20, 2018 - Mar 21, 2018 Stay at RI SACRAMENTO AT CAPITOL PARK
Attachments: KALASHO_95802.pdf

Thank you for choosing our hotel for your recent stay. If you have any questions, please contact the hotel at the phone number in the attached folio.

Important Information

Do Not Reply to This Email.

This email is an auto-generated message. Replies at automated messages are not monitored.

Availability

Electronic versions of your hotel bill are emailed to you upon check-out. These email messages reflect changes made to your bill prior to that instant. Any adjustments after check out may not be shown.

Authenticity of Bills

Marriott retains official records of all charges and credit to your account and will honor only those records.

Privacy

Your privacy is important to Marriott. For full details of our privacy policy, please visit our [Privacy Statement](#).

Credit of Marriott Rewards Points

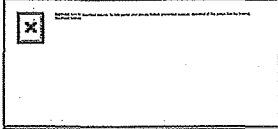
After a points eligible stay, it may take up to 7 days for Marriott Rewards points to be credited to your account.

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Teresa Bussey

From: Southwest Airlines <SouthwestAirlines@luv.southwest.com>
Sent: Tuesday, March 13, 2018 12:28 PM
To: Teresa Bussey
Subject: Flight reservation (S5U3EP) | 20MAR18 | SAN-SMF | Kalasho/Bessmon

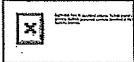
Thanks for choosing Southwest® for your trip.



[Log in](#) | [View my itinerary](#)

Check In Online	Check Flight Status	Change Flight	Special Offers	Hotel Offers	Car Offers
---------------------------------	-------------------------------------	-------------------------------	--------------------------------	------------------------------	----------------------------

Ready for takeoff!



Thanks for choosing Southwest® for your trip. You'll find everything you need to know about your reservation below. Happy travels!

[Air itinerary](#)

AIR Confirmation: S5U3EP

Confirmation Date: 03/13/2018

Passenger(s)	Rapid Rewards #	Ticket #	Expiration	Est. Points Earned
KALASHO/BESSMON	Join or Add #	5261424186251	Mar 13, 2019	1560

Rapid Rewards points earned are only estimates. Not a member - visit Southwest.com/rapidrewards and sign up today!

Date	Flight	Departure/Arrival
Tue Mar 20	1341	Depart SAN DIEGO, CA (SAN) on Southwest Airlines at 07:15 PM Arrive in SACRAMENTO, CA (SMF) at 08:45 PM Travel Time 1 hrs 30 mins Wanna Get Away

Date	Flight	Departure/Arrival
Wed Mar 21	1293	Depart SACRAMENTO, CA (SMF) on Southwest Airlines at 07:45 PM Arrive in SAN DIEGO, CA (SAN) at 09:10 PM Travel Time 1 hrs 25 mins Wanna Get Away



Check in for your flight(s): 24 hours before your trip on Southwest.com or your mobile device to secure your boarding position. You'll be assigned a boarding position based on your check-in time. The earlier you check in within 24 hours of your flight, the earlier you get to board.



Bags fly free®: First and second checked bags. Weight and size limits apply. One small bag and one personal item are permitted as carryon items, free of charge.



30 minutes before departure: We encourage you to arrive in the gate area no later than 30 minutes prior to your flight's scheduled departure as we may begin boarding as early as 30 minutes before your flight.

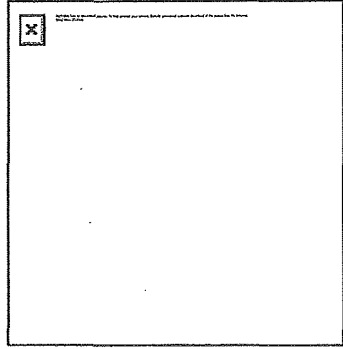
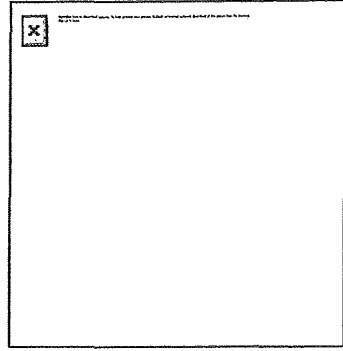
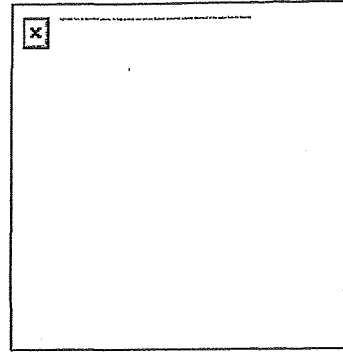


10 minutes before departure: You must obtain your boarding pass(es) and be in the gate area for boarding at least 10 minutes prior to your flight's scheduled departure time. If not, Southwest may cancel your reserved space and you will not be eligible for denied boarding compensation.



If you do not plan to travel on your flight: In accordance with Southwest's No Show Policy, you must notify Southwest at least 10 minutes prior to your flight's scheduled departure if you do not plan to travel on your flight. Customers who fail to cancel reservations for a Wanna Get Away fare segment at least ten (10) minutes prior to travel and who do not board the flight will be considered a no show, and all remaining unused Wanna Get Away funds will be forfeited. All remaining unused Business Select and Anytime funds will be converted to reusable travel funds. If you no show your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of reusable travel funds under the name of the traveler(s).

Need to make a change? Keep your confirmation number on record. It will be used to retrieve your reservation and apply funds to future travel.



Air Cost: 307.96


Fare Rule(s): 5261424186251: NONREFUNDABLE/NONTRANSFERABLE
STANDBY REQ UPGRADE TO Y -BG WN

Valid only on Southwest Airlines. All travel involving funds from this Confirmation Number must be completed by the expiration date. Unused travel funds may only be applied toward the purchase of future travel for the individual named on the ticket. Any changes to this itinerary may result in a fare increase. Failure to cancel reservations for a Wanna Get Away fare segment at least 10 minutes prior to travel will result in the forfeiture of all remaining unused funds.


SAN WN SAC111.33WN SAN148.54USD259.87END ZP SAN4.20SMF4.20 XF
SAN4.5SMF4.5

OLN3PNR
WLN0PNR




Learn about our boarding process 



Learn about inflight WiFi & entertainment 

Cost and Payment Summary

 AIR - S5U3EP

Base Fare	\$ 259.87	Payment Information
Excise Taxes	\$ 19.49	

September 11th Security Fee	\$ 11.20	Payment Type: Visa XXXXXXXXXXXXX7871
Segment Fee	\$ 8.40	Date: Mar 13, 2018
Passenger Facility Charge	\$ 9.00	Payment Amount: \$307.96
Total Air Cost	\$ 307.96	

Useful Tools	Know Before You Go	Special Travel Needs
Check In Online	In the Airport	Traveling with Children
Early Bird Check-In	Baggage Policies	Traveling with Pets
View/Share Itinerary	Suggested Airport Arrival Times	Unaccompanied Minors
Change Air Reservation	Security Procedures	Baby on Board
Cancel Air Reservation	Customers of Size	Customers with Disabilities
Check Flight Status	In the Air	
Flight Status Notification	Purchasing and Refunds	
Book a Car		
Book a Hotel		

Legal Policies & Helpful Information		
Privacy Policy	Customer Service Commitment	Contact Us
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¹ All travel involving funds from this Confirmation Number must be completed by the expiration date.
² Security Fee is the government-imposed September 11th Security Fee.

Prohibition on Multiple/Conflicting Reservations. To promote seat availability for our Customers, Southwest prohibits multiple reservations for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to the Passenger or purchaser, Southwest may cancel such reservations, or any other reservations that it believes, in its sole discretion, were made without intent to travel. With the exception of Southwest gift cards, funds from proactively cancelled reservations by Southwest will be returned to the original form of payment. Reservations paid for with a Southwest gift card will have the amount applied from the gift card held as travel funds for use by the Customer on a future Southwest Airlines flight.

See [Southwest Airlines Co. Notice of Incorporation](#)
 See [Southwest Airlines Limit of Liability](#)

Southwest Airlines
 P.O. Box 36647-1CR
 Dallas, TX 75235

[Contact Us](#)

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☰ Ride history

ALL

PERSONAL

BUSINESS



Mar 21 - 6:45 PM

\$20.19



11.98mi • 16m..



Mar 21 - 10:58 AM

\$6.52



1.97mi • 11m 5..

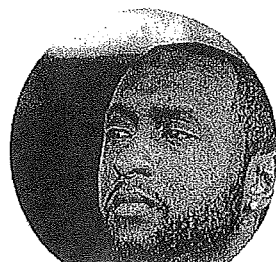


Mar 21 - 10:43 AM

\$6.20



0.84mi • 3m 30s

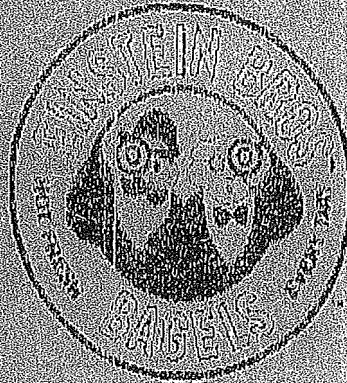


Mar 20 - 9:37 PM

\$20.50



13.52mi • 16m..



(619)-686-8570
3225 North Harbor Drive
San Diego, CA

ORDER #527

Host: Cashier 3
ORDER #527

03/20/2018
5:52 PM
10668

Yogurt Parfait	3.18
OJ RG	3.07
Bagel	1.42
Cream Cheese	1.65

Subtotal	9.32
Tax	0.72

TO GO Total 10.04

VISA #XXXXXXXXXXXX5489	10.04
Auth:020033	

Thank You!!!



SAN DIEGO INT'L AIRPORT
 3665 NORTH HARBOR DRIVE
 SAN DIEGO, CA 92101

STORE: 01146 REG: 004 CASHIER: Maria Luisa
 CUSTOMER RECEIPT COPY

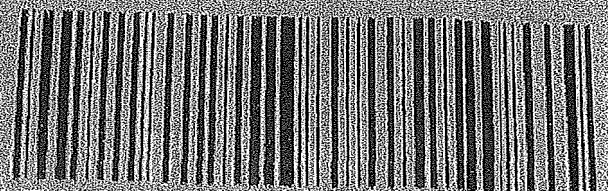
DRIVE 1000CC UNIC GOLD	
712949010544 1 @ 29.99	29.99
ORBIT GUM SPEAR 14 PCS	
22000004840 1 @ 2.39	2.39 N
SUBTOTAL	32.38
SALES TAX (7.75000%)	2.33
TOTAL	34.71
AMOUNT TENDERED	
Visa	34.71

SALE
 ACCT: *****5489
 EXP: *****
 APPROVAL: 020860
 ENTRY METHOD: SWIPED

TOTAL PAYMENT 34.71
 Transaction: 270233 3/20/2018 6:16 PM

Comments\Inquiries? (800) 326-7711
 or Comments@Hudsonsgroup.com

Thank you for shopping with us.



2702330114600403202018

CAFETERIA 15L
www.cafeteria15L.com
1116 15th Street
Sacramento, CA 95814
(916) 492-1960

Server: ALYSSA
05:30 PM
83/2

DOB: 03/21/2018
03/21/2018
3/30035

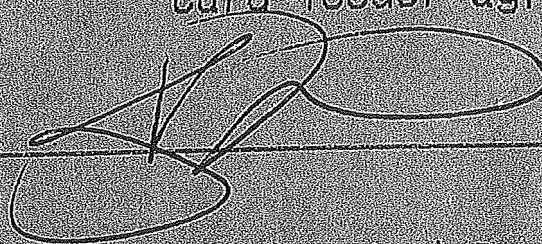
SALE

MC 3145741
Card #XXXXXXXXXXXX9872
Magnetic card present: KALASHO BESSMON
Card Entry Method: S

Approval: 01677B

Amount: \$ 18.40
+ Tip: 6.60
= Total: 25.00

I agree to pay the above
total amount according to the
card issuer agreement.

X 

Suggested Gratuity
(20%) = 3.40
(18%) = 3.06
(15%) = 2.55

MAKE YOUR CHOICE OF DINNER

Famous Famiglia

check#: 382156

Register#: 1

Date: 03/21/18

Time: 07:24pm

[Seat 1]

1 Slice Cheese \$4.40

1 Bottled Water \$3.90

Large

Subtotal: \$8.30

Tax: \$0.70

Sub w/ Tax \$9.00

Amt Due: **\$9.00**

Visa \$9.00

Thanks For Dining with us
Have a Great Day!

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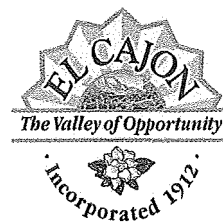
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City of El Cajon Agenda Report

MEETING: 4/10/2018

ITEM NO: 4.1



TO: Mayor Wells, Mayor Pro Tem Kendrick,
Councilmembers Goble, Kalasho and McClellan

FROM: Graham Mitchell, Assistant City Manager

SUBJECT: East County Advanced Water Purification Program

RECOMMENDATION: That the City Council adopts a resolution authorizing the City Manager to enter into a First Amendment to the Memorandum of Understanding with Padre Dam Municipal Water District to participate in and fund \$500,000 towards second term work related to the East County Advanced Water Purification Program.

BACKGROUND: The Padre Dam Municipal Water District has been exploring the development of the East County Advanced Water Purification (AWP) program. The AWP is a collaborative water recycling program that would include Padre Dam, the City of El Cajon, San Diego County, and Helix Water District.

In 2014, the City contributed \$50,000 for an initial feasibility study to determine if there was value in further exploring an AWP project. After completion of that analysis and after the opening of the Padre Dam AWP demonstration project, Padre Dam requested City participation in the next phase of analysis. On January 24, 2017, the City Council authorized a Memorandum of Understanding (MOU) between Padre Dam and the City. The intent of the MOU was to formalize an understanding among all parties (Padre Dam, County of San Diego, Helix, and the City) regarding their desire to conduct additional engineering studies, environmental analysis, fiscal analysis, and outreach efforts required to determine if the AWP project is feasible. As part of the MOU, the City contributed \$75,896 for the identified scope of work to be completed. The work outlined in the MOU has been completed.

In addition to the discussion with Padre Dam, City staff has also been coordinating with the City of San Diego and the other participating agencies regarding San Diego's Pure Water program. The Pure Water program is a similar project to AWP that would occur at a more regional level and would potentially eliminate the need for significant upgrades at the Point Loma Wastewater Treatment Plant.

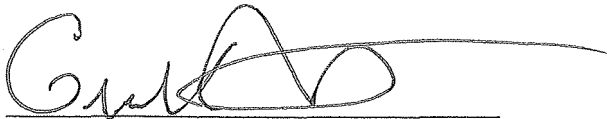
One purpose of this agenda item is to provide an overview to the City Council on recent progress regarding the AWP and the San Diego Pure Water programs. The presentation will allow staff to introduce some of the preliminary budget and rate implications of these two regional programs.

In addition to presenting the project overview, staff recommends that the City Council consider adopting a resolution authorizing the City Manager to enter into a First Amendment to the Memorandum of Understanding with Padre Dam Municipal Water District. The amendment requires Padre Dam to complete another series of work such as engineering studies of Lake Jennings and water quality, environmental compliance and project permitting, financial planning, potential project governance structures, and public outreach and education. The amendment also requires the City to contribute \$500,000 for its portion of the studies. Helix Water District and San Diego County have each contributed \$500,000 and Padre Dam has committed to contributing an additional \$2.5 million for the next and final phase of work.

The additional series of work is intended to provide information needed for the parties to determine whether to enter into final agreements for the permitting, design, construction and operation of the AWP program. The amendment includes a goal of making a final decision by March 31, 2019 on whether to move forward.

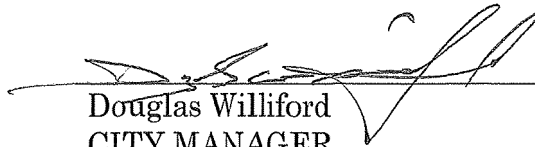
FISCAL IMPACT: Adoption of the resolution will allocate \$500,000 in funds from the Wastewater Fund's Capital Improvement Projects' budget.

PREPARED BY:



Graham Mitchell
ASSISTANT CITY MANAGER

APPROVED BY:



Douglas Williford
CITY MANAGER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
APPROVING A FIRST AMENDMENT TO MEMORANDUM
OF UNDERSTANDING FOR THE EAST COUNTY ADVANCED WATER
PURIFICATION PROGRAM, AUTHORIZING THE EXECUTION THEREOF,
AND APPROVING AN ADDITIONAL CONTRIBUTION OF \$500,000 IN
WASTEWATER FUNDS FOR CONTINUED PARTICIPATION IN THE
EAST COUNTY ADVANCED WATER PURIFICATION PROGRAM

WHEREAS, the Padre Dam Municipal Water District ("Padre Dam") has been exploring the development of the East County Advanced Water Purification ("AWP") program as a collaborative water recycling program that would include Padre Dam, the City of El Cajon (the "City"), San Diego County (the "County"), and Helix Water District ("Helix"); and

WHEREAS, in 2014, the City agreed to participate in the AWP and contributed \$50,000 for an initial feasibility study to determine if there was value in further exploring an AWP project; and

WHEREAS, upon completion of that analysis and after the opening of the Padre Dam AWP demonstration project, Padre Dam requested City participation in the next phase of analysis; and

WHEREAS, on January 24, 2017, the City Council authorized a Memorandum of Understanding (the "MOU") between Padre Dam and the City, with the intent to formalize an understanding among all parties (Padre Dam, the County, Helix, and the City) regarding their desire to conduct additional engineering studies, environmental analysis, fiscal analysis, and outreach efforts required to determine if the AWP project is feasible, and contributed \$75,896 for the identified scope of work to be completed; and

WHEREAS, the work outlined in the MOU has now been completed and the participants in the AWP are now each considering further financial contributions to complete the final phases of work, which includes appropriate environmental analysis under the California Environmental Quality Act ("CEQA"), development of a final financing plan for capital costs in the construction of facilities, preparing legal documentation for the program, completing pre-permitting design work, and to conduct additional public outreach (the "Final Pre-Construction Phase"); and

WHEREAS, further participation in the AWP will require the approval and execution of a first amendment to the MOU, as well as additional financial participation in the amount of not to exceed \$500,000; and

WHEREAS, City staff recommends that the City Council approves a first amendment to the MOU, authorizes the execution thereof by the City Manager or his designee, and authorizes the contribution of wastewater funds for the final phases of work; and

WHEREAS, Helix and the County have each contributed \$500,000, and Padre Dam has committed to contribute an additional \$2.5 million for the Final Pre-construction Phase of work, and for continued participation in the AWP it is requested by the other parties that the City also provide an additional contribution of \$500,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL CAJON AS FOLLOWS:

1. The above recitals are true and correct, and are the findings of the City Council.

2. The City Council has reviewed the update on the East County Advanced Water Purification Program and determined that continued participation in the program is in the best interests of the City.

3. The City Council hereby approves the form of First Amendment to Memorandum of Understanding between Padre Dam Municipal Water District and the City of El Cajon for the East County Advanced Water Purification (AWP) Program (the "First Amendment"), substantially in the form presented to the City Council at this meeting. The City Manager, or the Assistant City Manager, and the City Clerk are hereby authorized and directed to execute the First Amendment with such changes as the City Manager or Assistant City Manager deems appropriate, and to execute such other documents on behalf of the City of El Cajon as may be necessary to continue participation in the AWP consistent with the First Amendment.

4. The City Council further approves the contribution of an additional \$500,000 in wastewater funds for the final phases of work on the AWP in accordance with the First Amendment.

04/10/18 (Item No. 4.1)

Approve Padre Dam MOU 1st Amend & Contribution to East Cty Advanced Water Purification Program 040418

**FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN
PADRE DAM MUNICIPAL WATER DISTRICT AND THE CITY OF EL CAJON
FOR THE EAST COUNTY ADVANCED WATER PURIFICATION (AWP)
PROGRAM**

THIS FIRST AMENDMENT (this “**Amendment**”) to the Memorandum of Understanding dated October 19, 2016 between the **PADRE DAM MUNICIPAL WATER DISTRICT** (“Padre”) and **CITY OF EL CAJON** (“City”) for the East County Advanced Water Purification (AWP) Program (the “MOU”) is made and entered into this _____ day of _____, 2018.

WHEREAS, Padre, Helix Water District, the San Diego County Sanitation District, and the City of El Cajon (collectively, the “AWP Participants”) jointly completed the East County Advanced Water Purification Program Planning Study, which concluded that at an initial planning level, development of a regional solution to wastewater treatment and potable reuse in the eastern portions of San Diego County appears to be technically feasible; and

WHEREAS, Padre and City (each, a “Party,” collectively, the “Parties”) entered into the MOU for the purpose of creating a framework for conducting additional engineering, environmental, regulatory compliance, financial analysis and project outreach studies and activities to provide necessary and important information for each Party to independently determine the final feasibility of implementing the first or any subsequent phases of the East County AWP Program; and

WHEREAS, on May 3, 2017, Padre certified the Final Program Environmental Impact Report (“EIR”) for its Comprehensive Facilities Master Plan (State Clearinghouse Number 2015111014) and adopted Findings of Fact and a Mitigation Monitoring and Reporting Program under the California Environmental Quality Act (“CEQA”). The Final Program EIR included a programmatic level review of the East County AWP Program under State CEQA Guidelines section 15168; and

WHEREAS, Section 16 of the MOU provides that the MOU may be amended in writing by the Parties at any time or from time to time; and

WHEREAS, following completion of the initial round of Additional Studies, the Parties now wish to amend the MOU to address payment and other terms and conditions related to “Second Term Work,” which includes more detailed technical studies relating to East County AWP Program including but not limited to engineering studies of Lake Jennings and water quality, environmental compliance and project permitting, financial planning, potential project governance structures, and public outreach and education.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties hereby agree as follows:

- A. Incorporation of Recitals.** The Recitals set forth above are true, correct, and incorporated herein by this reference.

B. Amendments to MOU. The MOU is amended as follows:

1. Section 19 is hereby added to the MOU to read as follows:

19. Second Term Work.

Notwithstanding any other provision of this MOU, the Parties agree to the following with respect to Second Term Work:

- a. **Description of Second Term Work.** "Second Term Work" consists of detailed technical studies related to East County AWP Program including but not limited to engineering studies of Lake Jennings and water quality, environmental compliance and project permitting, financial planning, potential project governance structures, and public outreach and education. Second Term Work shall be considered part of the "Additional Studies," as that term is defined and used in this MOU.

Second Term Work is intended to provide information needed for the Parties to determine whether to enter into final agreements for the permitting, design, construction and operation of the East County AWP Program. The Parties mutually agree on the scope and fee estimate in the Consultant's Scope of Work for Second Term Work, as set forth in EXHIBIT "C", attached to and incorporated into this MOU. The Parties further agree to the cost-sharing arrangement set forth in this MOU related to Second Term Work.

- b. **Project-Specific CEQA Document.** The Parties agree that project-specific CEQA compliance for implementation of the East County AWP Program should be conducted for two initial proposed project scenarios: implementation of just Phase 1 and implementation of both Phase 1 and Phase 2. Padre shall be the CEQA lead agency for such an environmental document. The Project Steering Committee and the Executive Committee shall provide general guidance and input into the development of the East County AWP Program CEQA document. Padre will be responsible for obtaining the services of a qualified professional environmental consultant and for the day to day management of document production and CEQA compliance.

- c. **Financial Obligations for Second Term Work.** Notwithstanding any other provisions of this MOU including but not limited to Section 6(b), the Parties have agreed to the following with respect to financial obligations for Second Term Work.

- i. **Administrative Contributions of both Parties for Second Term Work.** As the lead agency for the East County AWP Program, Padre shall be responsible for entering into and administering an as-needed consultant contract (or contracts) for Second Term Work. However, City will contribute to fund a portion of the Second Term Work as described in this Section 19(c) and as outlined in the Consultant's Scope of Work for Second Term Work

allocated to City, as set forth in EXHIBIT "C". Administrative costs shall include the costs associated with all activities by Padre in filing grant applications, securing contractors and/or consultants, preparation and review of the environmental document and related CEQA obligations, legal review, managing contracts, and monitoring progress of the Second Term Work. Each Party shall be responsible for the cost of its own staff's activities associated with providing information and data requested by the Consultant, review of Consultant submittals, and participation in meetings.

- ii. **Total Second Term Work Consultant Cost Allocated to City.** City's contribution (hereinafter "City Contribution") to Second Term Work shall not exceed \$500,000. Padre, or Padre's other partners, shall be responsible for all costs above the City Contribution and Padre shall indemnify City for any claim from Consultant related to Consultant's Scope of Work for Second Term Work and compensation therefor. City's contribution reflects the application of grant funds as outlined in section 19(h).

- d. **Invoicing for Second Term Work.** Within 30 days of execution of this First Amendment to the MOU, Padre will invoice City for its portion of the Consultant's Scope of Work for Second Term Work related to engineering studies for Lake Jennings and water quality in the amount of \$375,000. City will pay Padre this invoice amount within 30 days of receiving Padre's invoice. Padre will invoice City for the remaining cost allocation in the Second Term Scope of Work in July 2018 and at the completion of the Second Term Work. Invoices will reflect Second Term Work expenses incurred up to the date of the invoice. City will pay Padre the invoice amounts within 30 days of receiving Padre's invoice. At Padre's option, Padre may invoice City monthly for the remaining Second Term Work as completed. City will pay Padre the invoice amounts within 30 days of receiving Padre's invoice. City may request documentation of expenses incurred and paid by Padre.

- e. **Second Term Outreach Activities.** The Parties agree that Second Term Work, specifically development of an East County AWP Program CEQA document, pre-permitting activities and negotiation of a non-binding term sheet, requires a robust public education and outreach effort throughout the geographic area served by the East County AWP Program. City agrees to work with Padre and its consultants to implement the public outreach and education-related items related to the CEQA document and pre-permitting activities in its service area according to the Tasks and Schedule as mutually agreed and as set forth in EXHIBIT "C", attached to and incorporated into this MOU. Padre agrees that outreach to the community, in City's service area, for the general purpose of promoting or educating the public on the AWP Program will not take place until City provides written authorization.

- f. **Negotiation of Term Sheet.** Parties agree to negotiate in good faith a non-binding term sheet on major provisions of a potential final agreement, which provisions shall include, but not be limited to: project description, pricing method, cost allocation, ownership, governance, financing structure, pursuit of Phase 2 if a combined-phase project is not certified under CEQA, and performance

obligations of the Parties ("Term Sheet"). The Parties will make best efforts to have their respective governing bodies consider the Term Sheet no later than the end of the third quarter of 2018.

- g. Mid 2018 Off Ramp.** No later than the end of the third quarter of 2018, unless an extension is agreed to in writing by the AWP Participants, and based upon the status of negotiation of a non-binding Term Sheet as described above, the Parties will individually determine whether to complete the remaining tasks in the Consultant's Scope of Work for Second Term Work. In the event that any Party decides to no longer proceed with Second Term Work, such Party may invoke the termination provisions of this MOU. This section shall not limit any Party's ability to invoke the termination provisions of this MOU at any other time.
- h. Grants and Low Interest Loans.** The Parties will work cooperatively to secure federal, state, and regional grants and loans, including, but not limited to, funding from the Metropolitan Water District of Southern California's Local Resource Program. Existing and potential future federal, state and regional grants and loans related to the Additional Studies will be, to the extent allowed, applied to portions of the Consultant's Scope of Work for Second Term Work eligible to receive those funds, to the equal benefit of City and Padre.
- i. Negotiation and Approval of East County AWP Program Implementation Agreements.** If the Parties' governing bodies approve the non-binding Term Sheet, City and Padre agree to expeditiously proceed in good faith negotiations of proposed implementation agreements for the East County AWP Program that reflects and is consistent with the Term Sheet unless otherwise mutually agreed to by the Parties. Parties will make best efforts to complete negotiations and approve implementation agreements by March 31, 2019.

2. EXHIBIT "C," attached hereto and incorporated herein as Attachment "1" to this Amendment, is hereby added to and incorporated into the MOU by this reference.

- C. Effect of Amendment.** Except as set forth in this Amendment, the MOU is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the MOU or any earlier amendment, the terms of this Amendment will prevail.
- D. Approval of Amendment by the Parties.** In accordance with Section 16 of the MOU of this Amendment shall only be effective upon the execution by both City and Padre. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

WHEREFORE, each Party has caused this Amendment to be executed on its behalf by the duly authorized individual named and signing for it as indicated below.

DATED: _____

PADRE DAM MUNICIPAL WATER DISTRICT

By: _____
Allen Carlisle, CEO/General Manager

Approved as to form:

By: _____
Paula de Sousa Mills, General Counsel

DATED: _____

CITY OF EL CAJON

By: _____
Douglas Williford, City Manager

Approved as to form:

By: _____
Morgan L. Foley, City Attorney

ATTEST:

Angela Aguirre, City Clerk

SCOPE OF SERVICES

East County Advanced Water Purification Program (Project No. 215011) Pre-Procurement

PROJECT DESCRIPTION

The Padre Dam Municipal Water District (Padre Dam) has been actively pursuing its potable reuse program to support the Board's adopted 2012 Strategic Goals by providing at least 15% of Padre Dam's potable water needs and increasing water supply reliability for the community that it serves. This program was expanded beyond Padre Dam's service area in 2015 when Padre Dam partnered with Helix Water District, County of San Diego, and City of El Cajon to form the East County Advanced Water Purification Program (Program). The objective of the Program is to create a new source of local, reliable and drought proof water supply. Additionally, this Program will also minimize future financial liabilities related to the City of San Diego's Metropolitan Wastewater System. The adopted Program goals are:

- Produce a minimum of 15% of the East County's potable supply;
- Price of water to be less than imported water cost (all-inclusive cost to be the capital and O&M following secondary treatment through introduction of the advanced treated water to the potable distribution system over a 25-year planning period); and
- Limit financial obligations to the East County's sewer rate payers to the same level as if the East County's wastewater flow would continue to be processed at the Metropolitan Wastewater Treatment System (Pt. Loma Wastewater Treatment Plant & related facilities).

To achieve these goals, the Program is envisioned to implement the following projects over three phases:

Phase 1

- Ray Stoyer Water Reclamation Facility (WRF) expansion from 2 mgd to 6 mgd
- Influent pump station upgrades
- 3.5 mgd Advanced Water Purification Facility (AWPF)
- Implementation groundwater recharge (GWR) at Santee Basin and/or surface water augmentation (SWA) at Lake Jennings (includes AWP pipeline from Ray Stoyer WRF) – 3,900 AFY (3.5 mgd)
- Solids Handling at Ray Stoyer WRF includes a single digester, thickening and dewatering, plus truck loading facility for dewatered solids

Phase 2

- Mission Gorge Pump Station reconfiguration
- Ray Stoyer WRF expansion from 6 mgd to 15 mgd
- Expand AWPF to produce 10.4 mgd for combined GWR and/or SWA – 11,700 AFY (10.4 mgd)
- Solids Handling expansion at Ray Stoyer includes two additional digesters (total of 3).
- Cogeneration Facility at Ray Stoyer

SCOPE OF SERVICES

East County Advanced Water Purification Program (Project No. 215011) Pre-Procurement

Phase 3

- Mission Gorge Pump Station expansion
- Ray Stoyer WRF expansion from 15 mgd to 21 mgd
- Expand AWPf to produce up to 15.5 mgd (17,400 AFY) for combined GWR and/or SWA (based on 10% brine loss)
- Solids Handling expansion at Ray Stoyer WRF includes one additional digester (total of 4)

SCOPE OF SERVICES

It is understood that Padre Dam staff will perform the Program Management duties for the Program, with the Consultant providing technical and environmental professional services and management and administration support services on as-needed basis to support successful execution of the Program. The scope of services for this program includes providing the necessary professional engineering consultation, construction observation and construction support services for the Program projects. The anticipated tasks for the Pre-Procurement phase of the Program are as follows:

- Task 1 – Engineering Studies
- Task 2 – Predesign Documents
- Task 3 – Environmental Assistance
- Task 4 – Geotechnical and Surveying
- Task 5 – Permitting and Regulatory Coordination
- Task 6 – Financial Management Assistance
- Task 7 – Project Delivery and Procurement Strategies
- Task 8 – Management and Administration Support
- Task 9 – Communications and Stakeholder Outreach Support

The scope of work for each task is further described in the task descriptions below. This Pre-Procurement authorization is anticipated to be a 12-month duration and the primary purpose for is to support a successful CEQA application and continued support of regulatory approval.

TASK 1 – ENGINEERING STUDIES

The Kennedy/Jenks and Trussell Technologies (KJ/TT) Team will prepare the necessary Engineering Studies required for implementation of the Program. The following anticipated Engineering Studies for the Program will be provided.

Draft copies (up to 5) of all reports and technical memorandums (TMs) will be provided to Padre Dam for review and comment, with a final version provided in hardcopy with a PDF posted to the Program Web Portal (SharePoint).

SCOPE OF SERVICES

East County Advanced Water Purification Program (Project No. 215011) Pre-Procurement

1.1 Lake Jennings Tracer Study

The KJ/TT Team will support the implementation of the Lake Jennings Tracer Study, as laid out by the Test Plan being developed as part of Year 1 services. This will include field work, purchase of tracer dye, and engineering support. Two rounds of tracer release are being scoped and budgeted, with the second round being implemented only if results from the first round are considered unacceptable.

1.1.1 Tracer Release 1

- **Field Work:** The Team will conduct field work for one round of tracer release and tracking. This round consists of a pre-tracer release background survey, tracer release, tracer survey for one month (first 2 weeks with 5 days per week, next 2 weeks with 2 days per week), daily casts for temperature and fluorescence near the inlet/outlet tower, implementation of control for photolysis of tracer dye using a known concentration of tracer in plastic bags at several depths, and post-survey data processing. The processed data will be passed to the hydrodynamic modeler for validation of the model (as described in Task 1.2). The budget for this subtask includes one independent round of tracer release. The field work team will produce one Draft and Final report of all field activities related to Tracer Release 1.
- **Tracer Dye:** The Team will purchase NSF-60 approved tracer dye, drum(s)/tote(s), inclusive of freight and tax for up to one round of tracer release, as described above.
- **Engineering Support:** The Team will provide support to and coordination with Padre Dam and Helix during tracer study and model validation related to Tracer Release 1. This task includes one in-person coordination meeting with the agencies. The team will also provide QA/QC of Field Team and Modeler Draft reports related to Tracer Release 1.

1.1.2 Tracer Release 2 (to be implemented if Tracer Release 1 is unsuccessful)

- **Field Work:** Should the tracer release, surveying, or model validation be unsuccessful for the first round, a second round of tracer release, tracking, and post-survey data processing shall be implemented as part of this subtask. The budget for this subtask includes one independent round of tracer release, with the understanding that this second round will only be implemented if the first round is unsuccessful. If the first round yields adequate results, then these funds for the second round will be held in reserve and not spent. The scope of the field work portion for Tracer Release 2 is the same as that shown in the subtask for Tracer Release 1, inclusive of tracer release, surveying, post-data processing, and draft and final reporting.
- **Tracer Dye:** The Team will purchase NSF-60 approved tracer dye, drum(s)/tote(s), inclusive of freight and tax for up to one round of tracer release, as described above.
- **Engineering Support:** The Team will provide support to and coordination with Padre Dam and Helix during tracer study and model validation related to Tracer Release 2. This task includes one in-person coordination meeting with the agencies. The team will also provide QA/QC of Field Team and Modeler Draft reports related to Tracer Release 2.

SCOPE OF SERVICES

East County Advanced Water Purification Program (Project No. 215011) Pre-Procurement

1.1.3 Tracer Study Engineering Reporting

- Upon completion of the Tracer Release(s), the KJ/TT team will provide preparation/lead support of one meeting to present findings to agency Board members. The final deliverable of this task will be a Draft and Final report that includes Field Team and Modeler final reports (from Tasks 1.2.1 and/or 1.2.2) as appendices, documenting and analyzing results for relevance to the greater project, and figures and an executive summary appropriate for a non-engineering audience.

Deliverables:

- Draft and Final report that includes Field Team final reports and Modeler final reports (From Tasks 1.2.1 and/or 1.2.2), documenting and analyzing results for relevance to the greater project, and figures and an executive summary appropriate for a non-engineering audience.

Assumptions:

- This task does not include IAP or regulator interactions.

1.2 Surface Water Augmentation Modeling

1.2.1 Validation Modeling for Tracer Study Release 1

Flow Science will perform QA/QC of Field Team draft data and report for Tracer Study Release 1, assuming that this tracer release is successful up to data collection and post-processing. Flow Science will then perform one model run for this tracer release, and validation of the event through direct tracer distribution comparison. Flow Science will generate a draft report and a final report on these model validation tasks.

1.2.2 Validation Modeling for Tracer Study Release 2

Flow Science will perform QA/QC of Field Team draft data and report for Tracer Study Release 2, assuming that this tracer release is necessary. Flow Science will then perform one model run for this tracer release, and validation of the event through direct tracer distribution comparison. Flow Science will generate a draft report and a final report on these model validation tasks.

1.2.3 Presentation of Findings to Agency Board Members

Flow Science will attend one meeting in-person to present findings to agency Board members, and provide support for developing the presentation.

1.2.4 Updated Surface Water Augmentation Modeling (Phase 1 and Phase 2 conditions)

1.2.4.1 Weather Station Data Comparison

Previous surface water augmentation modeling used meteorological data from CEPA-ARB 80128 and 80132 to represent weather data at Lake Jennings. Per the IAP recommendation,

SCOPE OF SERVICES

East County Advanced Water Purification Program (Project No. 215011) Pre-Procurement

Flow Science will compare this weather data to the data collected at Lake Jennings since a weather station was installed by Helix in June 2016. Flow Science will document the conclusions about this weather data comparison as part of the overall Task 1.2.4 report.

1.2.4.2 Lake Jennings Hydrodynamic Model Update and Recalibration

Updated surface water augmentation modeling will be performed using the weather station data at Lake Jennings. The goal of these simulations is to understand how the lake functions, including onset and duration of springtime stratification and influence on mixing and dilution, per the IAP Meeting #4 report.

The hydrodynamic model used previously for 2015 to 2016 modeling will require updating and recalibration using the on-site weather station as well as any model adjustments needed from the tracer study model validation results, flow rates and temperature for inflows, flow rates for outflows, operation of inlet/outlet tower valves, and aerator operation data. As part of this subtask, Flow Science will update and recalibrate the model as necessary for the model runs under this authorization. This task includes one full model run of at least 14 months to verify the calibration (denoted here as Model Run 1).

1.2.4.3 Develop Five Scenario Runs with 120 Tracer Releases per Scenario

TT and Flow Science will determine the set of model runs necessary to satisfy the comments from IAP Meeting #4, and demonstrate to the regulators and IAP the lowest operating level at which 100:1 dilution is reliably and consistently achieved. The multiple tracer releases and model runs will also "define the probability of worst-case type scenarios", per the IAP. It is expected that these model runs will use about 14 months of on-site meteorological data, available from June 2016. For the purpose of scoping and budgeting, the cost of the following model runs and analyses will be assumed:

- Model Run 2: One Lake Jennings Routine Operations Phase 1 Modeling Scenario will be run for 14 months (using available on-site meteorological data), with 1 tracer released every 3 days from June 1, 2016 to June 30, 2017, to obtain 120 tracer releases and therefore 120 predicted minimum dilution values at the outlet tower. This number of dilution values helps to satisfy the IAP's request for a probabilistic evaluation of worst-case scenarios. It is assumed that the model will be run for 14 months total, or 2 months past the last tracer release to allow for adequate and realistic tracking of the last few tracers of the year. Phase 1 purified flows will be assumed.
- Model Run 3: One Lake Jennings Routine Operations Phase 2 Modeling Scenario will be run for 14 months (using available on-site meteorological data), with 1 tracer released every 3 days from June 1, 2016 to June 30, 2017, to obtain 120 tracer releases and therefore 120 predicted minimum dilution values at the outlet tower. This number of dilution values helps to satisfy the IAP's request for a probabilistic evaluation of worst-case scenarios. It is assumed that the model will be run for 14 months total, or 2 months past the last tracer release to allow for adequate and realistic tracking of the last few tracers of the year. Phase 2 purified flows will be assumed.
- Model Runs 4 through 6: Three 14-month model runs, with 120 tracer releases evenly spaced throughout a one-year period, will be performed. Model Run 4 will target a

SCOPE OF SERVICES

East County Advanced Water Purification Program (Project No. 215011) Pre-Procurement

operating level for a 4-month V/Q retention time. Model Run 5 will target an operating level of a 2-month V/Q retention time. Model Run 6 will be an additional run to address specific items that come up during analysis of Model Run 4 and/or 5. This effort will be conducted using Phase 2 flows, as Phase 1 flows will result in correspondingly higher retention times and dilutions.

Prior to beginning the model runs, TT and Flow Science will obtain approval from Padre Dam on the exact configuration of each model run, with a maximum of 6 total 14-month model runs (one recalibration model run with 1.2.4.2 and five scenario model runs with 1.2.4.3), which may be as described above or modified per updated discussions and analyses.

Deliverables (1.2.4):

- Flow Science will prepare a draft and final report covering the model update and recalibration (Model Run 1) and on the five hydrodynamic model runs (Model Runs 2 to 6) performed for surface water augmentation.
- Trussell Technologies will prepare a draft and final report on the overall subtask 1.2.4 with the hydrodynamic modeling report as appendices. This report will evaluate the results of the work as relevant to the overall Program and regulatory approval for surface water augmentation.

1.3 NOT USED

1.4 Lake Jennings Operations Strategy

- TT will lead this task, and it will follow and build from the work performed in Task 1.2. Modeling will not be performed as part of this task (i.e., all modeling is contained in Task 1.2).
- TT will confirm and update past work regarding the operating strategy for Phases 1 and 2 using the new modeling work performed in Task 1.2 above. This includes:
 - Identification of SWA Triggers (V/Q, dilution) that impact WTP/AWT ops
 - Consideration of 75-day storage policy with respect to dilution and anticipated requirements from DDW
 - Identification of various operational conditions (weather, flows in and out, and water level), that would trigger various actions by Padre Dam, Helix, and other project partners.
- TT will identify different levels of action and alerts for those operational conditions. For example, should the V/Q drop to a certain level, then DDW must be notified, and a plan of action must be presented to DDW – this Task will define this plan to present to DDW.

Deliverables:

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- A Draft and Final TM will be generated as part of this task to document the work above. It is expected that this TM will provide input to the Title 22 DDW Engineering Report that is part of Task 5.

1.5 Evaluation of California Toxics Rule and Potential Need for Dilution Credit for Lake Jennings Discharge

The EPA-imposed California Toxics Rule (CTR) establishes state-wide water quality standards for surface waters that apply to receiving waters outside of designated mixing zones. Preliminary data indicate that the Padre Dam discharge will comply with CTR standards without the need for dilution credits. To ensure long-term compliance, however, it may prove beneficial for Padre Dam to request that regulators establish a designated mixing zone and dilution credits. Tasks proposed to assess the feasibility and value of establishing a mixing zone for the Padre Dam discharge into Lake Jennings includes:

- Evaluate projected conformance of the Padre Dam purified water with CTR standards, and identify possible parameters that may warrant dilution credits.
- Assess the environmental fate of the constituents in question (e.g. half-life of constituent after discharge), and determine if previously discharged purified water may be used to dilute newly discharged water.
- Identify alternative discharge strategies and facilities required to implement each dilution strategy,
- Utilize a dilution model to evaluate the projected degree of dilution achieved under each alternative projected.
- Evaluate costs of each dilution alternative and evaluate the cost-effectiveness and benefits of each strategy.

1.6 Purified Water Treatability at WTP

The KJ/TT Team will lead a study to investigate the impact of AWP effluent on Helix Water District's (WD) R.M. Levy Water Treatment Plant (WTP) processes of coagulation-flocculation-sedimentation, intermediate ozonation, and chloramine contact. This study will focus on minimizing impact on Helix WD's WTP operations and water permit with respect to treatment requirements within plant boundaries, by recommending water quality goals for the AWP effluent post-stabilization processes. This study will include:

- Analysis of Helix WD's WTP existing influent water quality, operations, and performance
- Jar testing of projected Lake Jennings blends with AWP effluent from the demonstration facility. This bench-top testing is assumed to take place at the Levy WTP either with Helix equipment or TT equipment. It is expected that outside lab costs will be minimal (e.g., TDS). Other testing will be done using equipment that TT has or could borrow with permission from Helix (e.g., turbidity, alkalinity, total organic carbon, dissolved organic carbon).
 - TT, with support from Padre Dam operators, would chemically adjust the demonstration facility AWP effluent to be post-treated in a manner representative of full-scale scenarios, to develop realistic source water for the jar testing blends

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- Determination of a recommended water quality (e.g., alkalinity, pH, TDS) for the AWP effluent
 - This water quality would then define updated goals for the AWP product water quality, and would mainly affect design of the post-treatment systems.
- Consideration of Phases 1 and 2 flow rates

Deliverables:

- Draft and Final Test Plan
- Draft and Final Technical Memorandum documenting work performed and recommended AWP product water quality goals with respect to AWP post-treatment and downstream WTP treatability

1.7 Integration Study for Introducing Purified Water into Helix WD Distribution System

The ECAWP Program will include introduction of purified water into the Helix WD Distribution System during Phase 1. When introducing a new source of water into an existing distribution system, there is potential for issues to arise regarding both public health and public perception of the new blend. The goal of this task is to ensure that the new local water supply (i.e. purified water) integrates seamlessly with the existing ones and plan for the transition as the purified water is introduced. This water quality integration study will cover a wide range of potential concerns about possible impacts on the existing system, and focus will be placed on protecting the distribution infrastructure with a well-engineered approach that considers specific stabilization criteria. The study consists of three main subtasks.

1.7.1 Integration Study Part 1: Water Quality and Distribution System Evaluation

This subtask includes evaluating and comparing existing water quality with that projected for the AWP effluent and resulting blends with the existing Lake Jennings source, and identifying parameters that would be different and cause potential issues downstream. Certain parameters can be adjusted at the AWP treatment plant through the post-stabilization processes (e.g., alkalinity, pH, LSI), while others will be defined by the AWP processes and not adjustable (e.g., total dissolved solids, total organic carbon). The water quality evaluation will include:

- Comparison of parameters of concern for corrosivity within the distribution system (e.g., pH, alkalinity, dissolved oxygen, chloride, sulfate, calcium)
- Comparison of parameters of concern regulated within the distribution system (e.g., lead, copper, manganese, iron, fluoride)
- Comparison of disinfection byproduct precursors, assuming the disinfection processes are ozone, chlorine, and chloramine, and including disinfection byproducts that are currently regulated and up to the UCMR4 list.
- Consideration of Phases 1 and 2 flow rates (for Helix source water blends)

This water quality evaluation will be a companion study to the Purified Water Treatability at the WTP, as that effort will look into the WTP treatment processes in detail. It is expected that this task will leverage work performed for that study, and that both will occur in parallel. For

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example, this task may leverage the development of testing water representative of full-scale scenarios for water quality analyses, and also the results of the jar testing.

A second evaluation will be performed to collect information and data to understand the current state of the Helix WD distribution system and potential for corrosion or aesthetic issues relating to the introduction of purified water. Information requested from Helix may include the following, if available:

- Pipe material and age/state of distribution system (including GIS maps)
- Analysis of past harvested pipe samples
- Hydraulic model results
- Flushing procedures
- Map of water quality complaints
- Documentation of any previous corrosion studies (e.g., pipe loop).

As part of this information gathering, and upon discussion with Helix, TT may provide the following items to help facilitate the availability of several of the items above:

- Protocols for pipe harvesting, to be performed by Helix
- Recommendations for analysis of pipe scale and materials, to be performed by Helix
- Protocols for sampling during flushing, including recommendations for water quality parameters to measure from the flushed water, to be performed by Helix

Based on work described above, TT will document and consolidate the findings into a Task 1.7.1 draft and final report that would lay out recommendations to address data and information gaps that would be addressed next. Recommendations may include updating the AWP product water quality goals, additional pipe surveys, flushing, water quality sampling, and/or pipe testing or replacement.

Deliverables:

- Protocols for pipe harvesting, to be performed by Helix (if necessary)
- Recommendations for analysis of pipe scale and materials, to be performed by Helix (if necessary)
- Protocols for sampling during flushing, including recommendations for water quality parameters to measure from the flushed water, to be performed by Helix (if necessary)
- Draft and Final Report for Integration Study Part 1: Water Quality and Distribution System Evaluation

1.8 AWP Demonstration Facility Performance Study using Denitrified Filter Effluent as Source

Currently, the AWP demonstration facility is fed by secondary effluent from the Ray Stoyer WRF prior to any additional filtration. The Year 1 predesigns for the WRF expansion and the AWP facility include tertiary filtered effluent as the feed to the full-scale AWP. In order to allow Padre Dam flexibility in AWP source water, Padre Dam should move the AWP source water from the

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secondary effluent channel to the denitrified filter effluent. There are several benefits to feeding the full-scale AWP with denitrified filter effluent:

- Lower influent nitrogen to the AWP will allow the nitrogen limits at Lake Jennings and Santee Lakes to be more easily met, particularly given the Year 1 decision to not employ nitrate ion exchange on RO permeate.
- One potential tactic for meeting downstream nitrogen limits is to increase the frequency of RO membrane replacement, to maintain a high nitrate rejection. Use of denitrified filter effluent as AWP feed would more likely result in typical RO membrane replacement frequencies of 3 to 5 years.
- Demonstrating that the AWP facility operates well with denitrified filter effluent would allow Padre Dam greater flexibility in using multiple feed sources from the WRF. Recent industry experience where excessive membrane fouling was observed when using denitrified filter effluent as the feed is not applicable to this project, as the operational practices used there (excessive methanol dosing, anaerobic filter conditions) would not occur at Padre Dam's WRF.

As part of this task, TT will support Padre Dam operators in adjusting to the new feed water quality, and monitor the AWT performance to inform later stages of design. This task assumes that Padre Dam operators will provide TT with weekly data updates consisting of daily rounds data that will form the basis for TT ongoing evaluation. TT will also provide general operations support and troubleshooting for miscellaneous process issues that may arise. It is expected that the AWP performance will be monitored for a period of one (1) year, to complement the past demonstration study from 2015-2016.

Deliverables:

- Monthly email updates (12) documenting performance of the AWP demonstration facility.

Assumptions:

- No design documents are included in the effort for this task.

1.9 NOT USED

1.10 Santee Lakes Nutrient Evaluation and Management Strategy

As part of the value engineering task on the AWP facility during Year 1, nitrate ion exchange was removed as being an installed process for Santee Lakes feed water in the construction and operation of Phase 1. To further understand the impact of increased nitrogen loading to the Santee Lakes, Trussell Technologies will perform an analysis and historical evaluation will be performed to understand the known data of nutrient loading and concentrations at the NPDES compliance points, to recommend nitrogen and phosphorus influent loading limits. Additionally, Trussell Technologies will consider the potential change in nutrient cycling in the Santee Lakes should secondary RO permeate make up the sole source, through a literature review and fundamental environmental chemistry considerations.

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Modification of Padre Dam's existing NPDES permit will be required should Padre Dam choose to move forward with options that involve modifying the quality or level of treatment of water discharged to the Santee Lakes. In this event, required tasks would include:

- Assist Padre Dam in meeting with regulators to identify applicable NPDES permit revisions required to implement the proposed discharge modifications.
- Prepare a draft version of a Report of Waste Discharge to request RWQCB revision of the Santee Lakes NPDES permit to accommodate the proposed discharge modifications. Subtasks would include:
 - a) Prepare applicable permit application forms (if a full RWD is required by the RWQCB),
 - b) Describe the proposed requested permit modifications,
 - c) Describe the modified treatment and discharge operations (including possibility to return flow from Santee Lakes back to WRF),
 - d) Summarize the quality of the proposed discharge, and
 - e) Describe how the proposed discharge will comply with applicable water quality standards.

After receipt of Padre Dam comments on the draft submittal, prepare a final version of the NPDES application for Padre Dam review and submittal to the RWQCB.

Deliverables:

- Draft and Final TM documenting analysis and recommendation for Santee Lakes source water nitrogen and phosphorus influent limits.
- Draft and Final versions of the Report of Waste Discharge that presents Padre Dam's application for revision of the Santee Lakes NPDES permit.

1.11 NOT USED

1.12 Source Control

Purpose:

- ✓ Continue advancing the Source Control Framework drafted in 2017 to facilitate further communication between the affected agencies and providing additional detail to the framework. This framework will form the basis for the Source Control Plan which will be developed in subsequent authorizations for inclusion with the Title 22 Engineering Report.

Description:

The draft Source Control Framework prepared in 2017 will be advanced to a final draft document during the pre-procurement phase of the Program. Specific activities to be performed under this task include:

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- **Coordination:** Since source control activities are spread amongst several agencies, coordination will be required to discuss and resolve the actions and responsible entities. The required coordination is with the Program wastewater partners (El Cajon and County of San Diego) as well as the City of San Diego for the Point Loma pretreatment program activities that relate primarily to industrial and commercial dischargers. Other coordination related to potential toxic discharges from residences such as household hazardous waste (HHW) programs by local solid waste agencies is also suggested. This task includes scheduling and preparing for up to 3 meetings and up to 5 conference call/webcasts for coordination with the various agencies as well as internal consultant team and Padre Dam coordination. One of the key decisions in consideration of a source control program for potable reuse, is whether to build a source control program led by City of San Diego which would be founded on the City's current industrial pretreatment program for NPDES purpose, *or* for Padre Dam to lead an ECAWP-specific Source Control Program on behalf of the sewer agencies participating in ECAWP. In either case, various levels of coordination between Padre Dam, the ECAWP sewer agencies and City of San Diego will be required. As part of this Task, Kennedy/Jenks and Padre Dam will facilitate meetings/workshops with the affected agencies to help resolve the approach to source control. Outputs from these discussions will also tie-in to the governance structure for the ECAWP and the responsibilities assigned to each agency.
- **Source Control Plan Framework Development:** This task, will build from the work initiated by Kennedy/Jenks and Padre Dam in the initial authorization to prepare a final draft of the Source Control Framework incorporating input received from the ECAWP Program agencies on the draft document, and further refinements to the framework as part of the pre-procurement activities.

Deliverables:

- A Final Draft Source Control Framework will be generated as part of this task to document the work above. It is expected that this Framework will advance the work initiated in developing the draft framework, providing information and additional details that will be incorporated into the subsequent Source Control Plan and Title 22 DDW Engineering Report.

Assumptions:

- The Source Control Framework will focus on Phases 1 and 2 of the Program. Development of the Source Control Plan and implementation of the activities in the Source Control Plan are not included in this task.

1.13 Economic Evaluation of Desalitech and RO Recovery for the AWP Facility

As currently included in the Year 1 predesign of the AWP facility, the recovery RO, as Desalitech's Closed Circuit Desalination technology, enables the overall RO recovery to achieve 95%. As suggested by the Brine Minimization Study, completed recently in mid-2017, the CCD technology, as implemented in pilot testing, requires a significant increase in energy as compared to a conventional recovery RO system. This task would evaluate the economics in

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terms of operations and maintenance costs, for each option, and investigate additional design changes that would allow the CCD system to remain competitive with energy use. These potential design changes would include an evaluation of alternative approaches (piping or tankage) to maintain head in the primary RO system concentrate to reduce energy costs.

Deliverables:

- Final and Draft Technical Memorandum recommending the recovery RO approach most economically viable for the AWP facility in terms of O&M costs.

TASK 2 – PREDESIGN DOCUMENTS

Predesign documents for the following Program elements will be provided as described below with the effort focused on supporting the CEQA process and critical information needs to continue advancing the Program. Effort focused on development of procurement documents and supporting RWQCB and DDW permitting will be part of a future authorization.

2.1 Ray Stoyer WRF Expansion Predesign

2.1.1 NOT USED

2.1.2 Preliminary Design for CEQA – Phases 1 & 2

Purpose:

- ✓ A process evaluation and process selection has been completed to expand the Ray Stoyer WRF from 2 to 6 mgd (Year 1). This Pre-Procurement effort will further the design concepts established in Year 1 by incorporating the results of the value engineering (VE) and additional stress testing that has been completed. These updates will be in support of preparing the CEQA documents, such that they include the most recent post-VE process design.
- ✓ Primary, secondary and tertiary process updates to the treatment plant expansion recommendations, as necessary, will be included in addition to process mechanical and hydraulic design updates resulting from stress testing and value engineering, as required, to support CEQA. This includes the detailed engineering associated with items such as moving the headworks, replacing aeration basin influent channel with a flow splitter box, above grade versus below grade EQ basin, removing agitation air from all channels, deleting one primary clarifier, one secondary clarifier, and one granular media filter. Updates will also include:
 - Primary screening and grit removal equipment/motor list
 - Secondary treatment motor list
 - Blower equipment/motor list
 - Tertiary equipment/motor list
 - Odor control equipment/motor list

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- ✓ The KJ/BC/TT Team will establish the design requirements and refine the criteria for the WRF expansion. The CEQA support package will include the following, as applicable:
 - Design criteria technical memorandum
 - Class IV construction cost estimate; update existing cost estimate to incorporate value engineering decisions made that were confirmed in the above efforts.
 - Preliminary calculations for major process elements to establish equipment sizes for inclusion in CEQA documents.
 - Preliminary Hydraulic Profile for Phase 1 and Phase 2
 - Preliminary design drawings needed to support CEQA and continued discussion with regulatory agencies, IAP and Program Stakeholders

Deliverables:

- Phase 1 & 2 WRF Expansion Design Criteria Technical Memorandum (TM): The KJ/BC/TT team will prepare a Design Criteria TM to summarize and memorialize the above described work. The TM will provide a brief description of each applicable unit process area to document the design assumptions, concepts, criteria, and requirements to support the CEQA process as described below for the Phase 1 & 2 WRF Expansion. Information collected for the TM will be repurposed for the development of the BODR and preliminary design drawings as part of a future authorization. This TM will include the full TOC for the future BODR. Sections of the TM where design is not complete may be intentionally left blank. The TM will include the following for each process area:
 - a. A brief description of each process area including the areas purpose and any assumptions.
 - b. An equipment and motor list will be provided for the major process elements. This will be an update to the equipment list provided with the 10% Design during Year 1, however this list will cover the Phase 2 expansion to 15 mgd.
 - c. Design criteria, performance requirements and applicable design characteristics for each process areas equipment.
 - d. Updated construction cost estimate.
 - e. Prepare construction schedule estimate.

Assumptions:

- The main focus of this effort is CEQA support. Drawings will be limited to preliminary design criteria, general site layout and hydraulic profiles.
- Task Kick-off Workshop: One (1) 2-hour workshop with Padre Dam and the KJ/TT/BC team. The purpose of this workshop would be to review the most effective way to move the 15 mgd design forward in preparation for the implementation.

2.2 NOT USED

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2.3 AWP Facility Predesign

2.3.1 Preliminary Design for CEQA – Phases 1 & 2

This task builds from work performed for Year 1 services (Year 1, Task 2.2) to support the preparation of CEQA documentation for Phases 1 and 2. This effort will further advance the preliminary design previously developed in the BODR as it relates to supporting the CEQA documentation. The Preliminary Design for CEQA will include the following:

- Refining sizing and layout for post-stabilization and RO, as well as dechlorination facility
- Updating design criteria for post-treatment stabilization and RO (based on conclusions from Task 1.13)
- Updating equipment list and sizing for post-treatment stabilization and RO (based on conclusions from Task 1.13)
- Identifying manufacturers and procurement strategy/requirements for major equipment (MF, RO, UV/AOP, major electrical equipment)
- Updating Opinion of Probable Construction costs, and O&M costs

Deliverables:

- Information to support CEQA
- Updated layouts of dechlorination facility, post-treatment stabilization and RO
- Updated design criteria tables
- Class IV Opinion of Probable Cost

Assumptions:

- Opinions of probable construction cost will be at a Class IV level accuracy with allowances and contingencies applicable to this level of estimate.
- Two (2) task-specific meetings to discuss the AWP Preliminary Design for CEQA are included in this scope.

2.4 Influent Pump Station

Kennedy/Jenks will conduct a review of Technical Memorandum No. 2, Influent Pump Station Evaluation that was prepared by Carollo, dated June 2016, to increase the capacity of the pump station from 2 to 6 mgd. As part of the review, Kennedy/Jenks will perform a cost estimate validation of the numbers presented as part of this technical memorandum. A summary of comments and cost validation will be presented in a technical memorandum.

Deliverables:

- Technical Memorandum summarizing comments and cost validation results

2.5 Solids Handling and Energy Recovery Facility at Ray Stoyer WRF

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2.5.1 Progression of Ray Stoyer Solids Handling Predesign

Several aspects of the predesign will be advanced to refine the conceptual design concepts developed during Year 1 service for a proposed solids handling and energy recovery facility located at Sycamore Landfill, adapting and tailoring those initial concepts to a facility located at the Ray Stoyer WRF site. In addition, co-digestion project costs and the BCE will be updated/tailored for the Ray Stoyer location. Included in this task are the following elements:

- Advance predesign with updated information
 - Work with Padre Dam to refine the site layout at Ray Stoyer
 - Evaluate the cost and benefit of including cogeneration for Phase 1 and Phase 2 flows/gas generation
 - Evaluate the cost and benefits of co-digestion of organic waste
 - Consideration of phasing of solids handling facility, including:
 - Co-generation facilities
 - Introduction of organic waste/FOG
 - Ray Stoyer WRF Phase 1 and Phase 2 expansions
- Evaluate alternative biosolids disposal options
- Evaluate implementation schedule and consideration for including with the Ray Stoyer WRF/AWP Design Build
- Project delivery method
- Consideration of centrate/filtrate quality implications for treatment/disposal
- Identify agency requirements and develop approach for each
 - City of Santee
 - Discharge to San Diego Metro System
- Update Business Case Evaluation to incorporate deviations from previous evaluations
- SDG&E Line Study: Coordination with SDG&E and subsequent evaluation of SDG&E's power system at the Ray Stoyer site to determine the capacity available and/or the improvements required to deliver the electricity generated by the proposed WRF/AWP and Solids Handling facilities. The following items have been identified for this task
 - Identify SDG&E contact
 - Determine line study process
 - Provide required information to SDG&E for line study
 - Incorporate results of line study into subsequent refinements of the Ray Stoyer WRF, AWT and Solids Handling pre-designs and program costs
 - The results of this line study will be combined and presented in a draft technical memorandum.

2.5.2 Preliminary Design for CEQA – Phases 1 & 2

Kennedy/Jenks will develop the preliminary design of the sludge thickening, digesters, solids dewatering and energy recovery facilities located at Ray Stoyer WRF to a preliminary level (5-

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10%) to support the Phase 1 and 2 CEQA application preparation. CEQA support drawings are estimated to include the following drawings for the Phase 1 and Phase 2 facilities:

- Process Flow Diagram (1)
- Design Criteria (1)
- Overall Site Plan and Survey Control (1)

Deliverables:

- Phase 1 and Phase 2 preliminary design drawings in both hardcopy (up to 5) and electronic (PDF) formats
- Class IV Opinion of Probable Cost

Assumptions:

- Phase 1 includes 1 digester, dewatering building and truck loading facilities. Cogen facilities are not included as part of Phase 1.
- Phase 2 includes 2 additional digesters (2+1), additional centrifuge and Cogen facilities.

2.6 NOT USED

2.7 Mission Gorge Pump Station and Force Main

Predesign for the Mission Gorge Pump Station and Force Main to send up to 15 mgd average dry weather flow to Ray Stoyer WRF will be provided up to a 10% design level and summarized in a BODR to a suitable level to support the CEQA MND and provide sufficient information for subsequent right of way acquisition (if required), initiating permitting, and for bidding final design by a third party. The Mission Gorge Pump Station and Force Main predesign assumptions are the following:

- Kennedy/Jenks will identify and evaluate up to two alternative alignments for the force main focusing on critical crossings of major corridors, water crossings, and major utilities (which could result in further alternative evaluation within sections of each of the two alignments). The alternatives will be evaluated based on the criteria developed for AWP pipeline during Year 1.
- A hydraulic profile for the pipeline will be developed for the purposes of determining pump station design criteria. The resulting pump station criteria will be included in the BODR.
- Preliminary force main sizing and working pressure will be provided. Surge analysis will not be performed during predesign phase.
- Preliminary design drawings for the force main will depict the plan view alignment following the preferred alignment. Aerial images accessible with Google Earth will be utilized for the background. Existing utility information, to the extent recorded in GIS, will be provided by the Owner for predesign. Detailed utility research will not be performed during the predesign.

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- Preliminary design drawings for the pump station modifications are assumed to be annotated on existing as-built drawings that will be provided to Kennedy/Jenks by Padre Dam (via the City of San Diego).
- No utility or topographic survey will be performed during preparation of the BODR. It is assumed that Kennedy/Jenks will rely on GIS and Google Earth contours for the predesign phase to create a hydraulic profile for the pipeline.
- The alignment study will identify any known areas requiring special construction (e.g. tunneling)
- A construction cost estimate will be prepared as a Class IV estimate.
- The estimated construction duration will be included.
- It is assumed that the delivery of the Mission Gorge Pump Station and Force Main will be through a conventional Design-Bid-Build procurement approach, and thus the level of completion for the preliminary design and BODR will be to a suitable level for this type of procurement method.
- Front-end specifications, bid documents, procurement documents, and/or standard form contracts are not included under this task.
- Technical specifications, vendor pre-qualification, and equipment selections will not be provided.
- It is assumed that the force main routing and alignment analysis will be based on existing available GIS and right of way data. It is assumed that each agency (Padre Dam and City of Santee, etc.) will provide this information within each of their respective boundaries.
- It is assumed that three (3) task-specific meetings are included in this scope.

Deliverables:

- Alignment study technical memorandum in both hardcopy (up to 5) and electronic (PDF) formats
- Draft and Final BODR in both hardcopy (up to 5) and electronic (PDF) formats
- A Class IV cost estimate

2.8 NOT USED

- 2.9 **Process Coordination Meetings:** The KJ/BC/TT Team will conduct two (2) process coordination meetings during the Pre-Procurement and Implementation phases to ensure all of the predesign elements are properly coordinated.

TASK 3 – ENVIRONMENTAL ASSISTANCE

The following scope includes the environmental analysis for project-level analysis for the remaining elements of Phase 1 not included in the current Ray Stoyer WRF Expansion IS/MND and the components associated with Phase 2 of the project. This scope of work does not include Phase 3 of the project. HELIX understands that Padre Dam is seeking financing from

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the Water Quality, Supply, and Infrastructure Improvement Act as well as the State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (SRF) Program for the project. The environmental documentation that HELIX prepares for the project will comply with both CEQA and SWRCB's CEQA-Plus federal requirements.

3.1 Technical Studies

HELIX would prepare the following anticipated technical studies: Air Quality/Greenhouse Gas Emissions, Biological Resources, Cultural Resources, and Noise. Linscott, Law & Greenspan (LLG) would prepare a construction traffic analysis. Draft versions of the reports will be provided electronically in Microsoft Word and PDF format. The technical studies tasks assume one round of minor revisions, assuming no re-modeling of technical analysis or changes in project footprint or design. Major or multiple revisions may require additional authorization. Up to three paper copies of each final submittal will be provided.

3.1.1 Cultural Resources Report

The Ray Stoyer WRF Expansion IS/MND includes a cultural resource analysis for areas directly surrounding the facility. The Facilities Master Plan Program Environmental Impact Report (PEIR) addresses cultural resources sensitivity at a programmatic level within the Master Plan area. The cultural resources sensitivity is generally low to moderate in the project area, both in terms of number of sites and site acreage, with higher sensitivity close to the Ray Stoyer WRF. The majority of the project area has been covered by past cultural resources studies, although for the most part these studies are over 5 years old, and some of them are overviews, rather than full surveys.

For Assembly Bill 52 and federal CEQA-Plus requirements, HELIX will work with Padre Dam staff and SWRCB staff to define the cultural resources Area of Potential Effect (APE) for each phase of the project. HELIX will obtain a records search from the South Coastal Information Center (SCIC) for the project area, including pipeline corridors and facilities, and a 0.5-mile buffer. The records search will include locations and information regarding previous studies, recorded archaeological and historical sites, historic maps and aerial photographs, and information regarding resources that have been evaluated to address significance. HELIX will contact the Native American Heritage Commission (NAHC) for a Sacred Lands File search and list of Native American contacts. HELIX will conduct outreach to those contacts provided by the NAHC. While most of the pipeline corridors are within existing paved roads in developed neighborhoods, others are outside existing roads or are adjacent to open or previously undeveloped areas. HELIX will conduct a field survey of the facilities and pipeline alignments proposed under Phases 1 and 2. A "windshield" survey will be done in areas within existing paved roads in developed areas; a pedestrian survey will be undertaken in areas of open ground. HELIX will also analyze potential impacts associated with Tribal Cultural Resources.

HELIX will prepare a cultural resources report documenting the methods and results of the study, including recommendations for further research and proposed mitigation measures, if such are necessary. The report will address both CEQA significance and federal compliance (e.g., Section 106 of the National Historic Preservation Act). HELIX will draft a letter to the State Historic Preservation Officer (SHPO) requesting concurrence with Section 106 compliance findings. The scope does not include attendance at any meetings with Padre Dam and tribal

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representatives. HELIX can provide this additional support on a time-and-materials basis should Padre Dam request it.

3.1.2 Biological Resources Technical Study

Similar to the approach for cultural resources, HELIX will utilize existing information from our previous and ongoing biological resources studies performed for the Ray Stoyer WRF Expansion IS/MND and Master Plan PEIR to complete the biological resources scope for Phases 1 and 2 of the potable reuse project. As part of HELIX's work for the Master Plan PEIR, HELIX has already completed comprehensive database reviews, site visits, and constraints-level analysis and mapping for Phases 1 and 2 project components. However, the pipeline alignment assumed for the project-level analysis will be the preferred alignment identified in the Kennedy-Jenks Alignment

Study, which is different from the Hanson Pond routing analyzed in the PEIR. To meet the specific requirements for CEQA and CEQA-Plus for the project, HELIX proposes to perform general biological surveys at select locations and prepare a technical report to address Phases 1 and 2. The survey effort will only target the project components that occur on or immediately adjacent to undeveloped land potentially supporting biological resources. The survey will entail mapping of vegetation communities/habitat types; habitat assessment for special status plant and animal species; preliminary mapping of jurisdictional waters and wetlands; and identification of other sensitive biological resources (if any). In fulfilling the federal conformity requirements for CEQA-Plus, particular attention will be directed toward confirming the presence or absence of potential habitat for federally listed species protected under the federal Endangered Species Act (ESA); mapping the boundaries of potential federally protected wetlands and other waters of the U.S. regulated under the federal Clean Water Act (CWA); and confirming the presence or absence of potential nesting habitat for bird species protected under the federal Migratory Bird Treaty Act (MBTA).

HELIX will complete focused surveys for special status plant species to confirm their presence or absence within potential project impact areas. Certain plant species are only identifiable during their blooming or flowering periods. Therefore, rare plant survey task includes two surveys, one in the spring and one in the summer, to account for variable blooming periods. Figures and data of the rare plant survey results will be provided to Padre Dam. Results will be incorporated into the biological technical report.

HELIX will complete focused protocol-level surveys for the federally-threatened coastal California gnatcatcher (*Poliophtila californica californica*; CAGN) to confirm presence or absence of the species on and in the immediate vicinity of potential project impacts areas. Because Padre Dam is not a participating entity under the Natural Community Conservation Planning (NCCP) program, the U.S. Fish and Wildlife Service (USFWS) requires six surveys to be completed during the species' breeding season (March 15 and June 30) at least seven days apart. HELIX is required under its 10(a)(1)(A) recovery permit (TE778195) to notify the USFWS 15 days in advance of starting the first survey and submit a written report to the USFWS within 45 days of completing the final survey. The results of the CAGN surveys will be provided as a separate letter report that will be provided electronically to Padre Dam upon completion of the surveys.

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HELIX will address potential effects on the biological resources associated with Lake Jennings due to the surface water augmentation on a qualitative level based on a review of existing literature sources and other readily available information. HELIX's fisheries specialist will assess spillway levels and potential impairment and loss of sensitive aquatic and upland habitat and review information regarding lake chemistry and quagga mussel habitation provided by Helix Water District. Because aquatic species found within the lake are not sensitive and not federally protected, HELIX will qualitatively assess the potential effect of water chemistry changes on aquatic species. Potential effects on sensitive species that use Lake Jennings for foraging will also be assessed.

Upon completion of the general survey and special status species surveys, HELIX will identify significant biological constraints to facility siting (if any), submit the biological constraints boundary data to Padre Dam, and communicate the issues to Padre Dam via e-mail and/or phone correspondence.

Based on project plans, HELIX will prepare a biological resources letter report. Figures will be prepared and attached to the reports depicting the proposed project elements in relation to existing biological resources. In fulfilling the federal conformity requirements for CEQA-Plus, the reports will include a focused federal conformity analysis demonstrating compliance with applicable federal policies.

3.1.3 Air Quality/Greenhouse Gas Emissions Technical Report

HELIX will prepare an air quality/greenhouse gas (GHG) technical report for Phases 1 and 2 components. HELIX will quantify, to the extent practicable, the project's construction and operational criteria pollutant regional daily emissions and annual GHG emissions. Construction and operational emissions will be estimated using the California Emissions Estimator Model (CalEEMod). The analysis will include construction and operation of the solids handling and energy recovery project at the Ray Stoyer WRF. Construction and operational emissions will be estimated using CalEEMod. Emissions unique to solids processing and digester operations will be estimated using emission factors found in the United States Environmental Protection Agency's (USEPA) AP-42: Compilation of Air Pollutant Emission Factors. GHG offsets resulting from the energy recovery project will be estimated using CalEEMod and subtracted from the operational emissions.

Maximum daily criteria pollutant emissions will be compared to the San Diego Air Pollution Control District (SDAPCD) Air Quality Impact Analysis Trigger Levels. GHG emissions from construction sources will be summed over the construction period, and amortized over the anticipated life of the project, added to annual operational emissions, and compared to the GHG threshold for determining significance. In the event that emissions exceed these adopted thresholds, mitigation measures will be identified to reduce impacts.

The air quality analysis will include qualitative discussions of local carbon monoxide hotspots, toxic air pollutant impacts from construction equipment diesel particulate emissions, and potential objectionable odors associated with the proposed project on nearby sensitive receptors. HELIX will include a consistency analysis to determine if the proposed project conforms to the County's Regional Air Quality Strategy Plan and the California State Implementation Plan in accordance with the procedures set forth by California Air Resources

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Board. Significance will also be assessed by considering whether implementation of the project would conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHGs.

As part of the CEQA Plus effort, the analysis will also include annual project construction and operational criteria pollutant emissions for a Clean Air Act (CAA) General Conformity Rule applicability analysis. An air quality conformity analysis is required for criteria pollutants for which the San Diego Air Basin (SDAB) is in a federal non-attainment status or subject to a maintenance plan. The SDAB is in a non-attainment status for ozone and is in a maintenance area for carbon monoxide. A determination will be made whether these emissions are (1) below the "de minimis" level, and (2) are less than 10 percent of the SDAB's inventory of the specified criteria pollutants. If the emissions exceed these thresholds, then HELIX will determine if the project conforms to the State's Implementation Plan.

HELIX will provide the results of the air quality and GHG analyses in a technical report to include brief descriptions of the existing setting and applicable regulations and policies; the results of the analyses described above; and significance determinations in accordance with CEQA guidelines.

3.1.4 Noise/Vibration Technical Report

HELIX will prepare a noise/vibration technical report for Phases 1 and 2. HELIX will review available project plans and conduct a field inspection of the pipeline alignment identify existing noise-sensitive land uses, and take short-term ambient noise measurements. All sound level measurements will be conducted using a calibrated Type II integrating sound level meter that conforms to American National Standards Institute (ANSI) requirements.

Analysis of Phases 1 and 2 will include construction noise and vibration impacts (including construction traffic along haul routes) for the pipeline alignments as well as the facility expansion at the Ray Stoyer WRF. The analysis will include noise levels from grading, excavation, materials handling, and other temporary construction equipment and traffic noise. Estimated noise levels at nearby sensitive (primarily residential) receptors along the proposed pipeline alignment and construction traffic haul routes will be provided. Temporary sound attenuation barrier analysis and/or other potential mitigation analysis will be conducted to reduce combined noise impacts to neighboring properties to meet acceptable levels. Assumptions regarding construction activities and equipment will be based on information provided by the project engineering team, and will include the length of the major phases of construction, the hours per day and days per week to which construction will be conducted, and the designated route for truck traffic used to the sites and construction staging areas. If potential impacts to sensitive human and/or wildlife receptors are identified, feasible mitigation methods may be needed to reduce noise to the applicable standards. The operational noise analysis will include an assessment of equipment noise levels due to the expansion of the Ray Stoyer WRF and Mission Gorge Pump Station as well as solids handling operations (truck unloading facilities, digester system, and power generation systems). The results of the analysis will be summarized in a technical report.

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3.1.5 Construction Traffic Analysis

The construction traffic analysis will be conducted by LLG. LLG will conduct data collection and research. This will include visiting the project study area to confirm existing conditions with respect to existing site development, local area development, site access, parking use, and potential areas of congestion; document existing roadway features, such as striping, traffic control measures, curbside parking restrictions, and adjacent intersection configurations; conduct AM peak period and PM peak period traffic volume counts at up to five key study area intersections along potentially impacted corridors; and conduct 24-hour machine traffic counts at up to 10 study street segments along potentially impacted corridors. LLG will then prepare a project trip generation forecast, convert anticipated truck trips to passenger car equivalents, and determine anticipated distribution of trips. This information will be used to develop traffic volume projections for the existing, construction year without project, and construction year with project conditions.

LLG will work with the project engineering team to identify any lane closures associated with construction activity for the study intersections and street segments. Accounting for these potential lane closures, AM peak hour and PM peak hour Level of Service (LOS) calculations will be prepared at the study intersections for the three scenarios outlined above. The impact of the project will be determined based on the results of the peak hour intersection analyses, and the appropriate jurisdiction's LOS standards and significance criteria. Based on this assessment, LLG will determine which intersections (if any) are significantly impacted by the proposed project. For roadway segments, LLG will prepare a daily (ADT) analysis and evaluate the project-related (ADT) to determine if any segments would be significantly impacted. If any intersections or street segments are significantly impacted by the proposed project, LLG will identify appropriate mitigation measures. Impacts associated with pedestrian/bicycle facilities and emergency access during construction will be discussed qualitatively.

LLG will prepare a traffic impact report that details the above-mentioned items, analysis, findings and conclusions. This scope does not include attendance by LLG at any project team meetings or hearings.

3.2 CEQA Documentation

3.2.1 Initial Study Checklist

HELIX will prepare an IS checklist based on the CEQA Guidelines Appendix G Environmental Checklist Form. HELIX will prepare an administrative draft Initial Study (IS) for Padre Dam staff review. The checklist will be based on the technical studies described above, as well as geotechnical, hydrology, water quality, hazardous materials, and groundwater studies to be prepared by other team members.

The document will follow Padre Dam's standard format and will include a detailed description of the project, environmental setting, an IS checklist, and supporting figures. The IS checklist will address each environmental resource topic and will summarize the results and conclusions of the technical studies prepared for the project. The checklist will incorporate standard project design features, construction practices, and mitigation measures included as part of the Facilities Master Plan PEIR. The checklist will be used to determine which elements of the

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project would not need further review and which would result in new potentially significant impacts. The IS checklist will include detailed discussions of environmental resource or issue areas that may be significantly affected by the project, as well as measures to mitigate those impacts to less than significant levels, as applicable.

HELIX will provide electronic versions (in Microsoft Word DOC and Acrobat PDF formats) of a preliminary draft IS for Padre Dam review. HELIX will revise the IS in response to Padre Dam staff comments. Upon incorporation of appropriate revisions, electronic versions of the draft IS will be produced for review by Padre Dam. The IS will be revised a second time in response to Padre Dam staff comments for incorporation into the public review document (see below).

3.2.2 Draft Mitigated Negative Declaration

This scope assumes that the IS would support Mitigated Negative Declarations (MND) for Phases 1 and 2, but the appropriate CEQA document would be confirmed in consultation with Padre Dam once project details are available (for example, if no new impacts are identified, a Negative Declaration [ND] or an Addendum may be appropriate, but if potential impacts cannot be avoided, and EIR would be required and a cost augment would be necessary).

HELIX will prepare a Draft MND that follows Padre Dam's standard format and will include a description of the proposed project and the IS prepared under the previous task. HELIX will prepare an electronic copy of the Draft MND for Padre Dam review.

Upon incorporation of appropriate revisions, HELIX will assist Padre Dam with preparation of an agency mailing list, public noticing and distribution of the Draft MND. HELIX will produce 15 copies of the Summary form for the State Clearinghouse and up to 20 printed copies of a public review version of the document for distribution. HELIX also will prepare the Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) and Environmental Document Transmittal Form; file the NOI with the County Clerk; and arrange publication of the NOI in the San Diego Union Tribune.

3.2.3 Final Mitigated Negative Declaration

In consultation with Padre Dam, HELIX will respond to any comments received on the content of the Draft MND during public review of the document. Comments received on the public review Draft IS/MND for Phases 1 and 2 are anticipated to require a maximum of 40 hours of Project Manager time and 2 hours each of Principal Biologist and Senior Archaeologist time for responses and (if applicable) document revisions.

The responses and revisions to the Draft MND (as needed) will be incorporated into the final document. One set of revisions will be completed by HELIX prior to completing the Final MND. HELIX will produce up to 5 printed copies of the Final MND. Technical studies will not be printed, but can be provided on CDs, if requested by Padre Dam. HELIX also will prepare the Notice of Determination and file it with the County Clerk. County Clerk and California Department of Fish and Wildlife CEQA filing fees are included in this scope.

HELIX will prepare the MMRP, which will identify how each project-specific measure will be implemented, who is responsible for its implementation, where it will occur and when it will

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occur. The MMRP will include any applicable mitigation measures from the PEIR or prior IS/MND and any project-specific mitigation measures.

It is assumed that Padre Dam or Padre Dam's representative will provide the primary role in preparation of the IS/MND Findings; however, this scope assumes that HELIX will provide a supporting role, including up to 8 hours of Project Manager time.

3.3 Management and Coordination

HELIX will provide general services as the project undergoes environmental processing with Padre Dam. For cost-estimating purposes, it is assumed that project management will average six hours per month of the HELIX Project Manager's time for twelve months (i.e., 72 hours total).

3.4 Meetings

HELIX's Project Manager will attend up to ten (10) meetings and the Principal-in-Charge will attend up to three (3) meetings with the engineering team and Padre Dam staff. This scope also includes up to ten (10) one-hour conference calls. HELIX has assumed that each project meeting will require three hours of time (including preparation and travel).

Assumptions:

- Costs associated with permit preparation and processing, construction monitoring, and/or additional technical studies and reports ("additional work") are not included within the scope of services required of HELIX.
- The scope of work assumes that project design team will provide HELIX with the construction schedule; and estimates for the amount of excavation, trenching and number/type of construction equipment anticipated to be used in a worst-case daily simultaneous construction scenario.
- If archaeological resources are identified, they will need to be assessed to determine their significance and the significance of project impacts. Such testing would be based on the nature and extent of the resources and is beyond the scope of this proposal.
- It is assumed that the design of the components of Phase I already included in the Ray Stoyer WRF Expansion IS/MND would not result in any changes that would require re-analysis of those aspects of the project.
- It is assumed that the project design team will provide information necessary to adequately address hydrology, geology, water quality, utilities, energy usage (from solids handling, new or upgraded pumps or other equipment), hazards/hazardous materials, and other topics related to the engineering design of the project.
- This scope includes the cost of required CDFW environmental document review fees for the MND (currently \$2,216.25 and subject to escalation on January 1) and any County filing fees (\$50).
- This scope includes an allowance of \$800 for publication of the NOI in the local newspaper.

Deliverables:

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Technical Reports

- Electronic versions (MS Word and Acrobat PDF) of draft and final technical reports.
- Up to three paper copies of final technical reports.

CEQA Documentation

- Electronic version and up to five paper copies of the submittal package that will include the following documents:
 - The draft and the final versions of the MND (including any comments and responses on the draft MND).
 - The resolution adopting the MND and making CEQA findings.
 - The adopted MMRP for the project.
 - The NOD filed with the San Diego County Clerk and the State Clearinghouse for the MND.
 - HELIX will submit one CD and up to three copies of the final submittal package to Padre Dam.

If additional copies of documents are required beyond those identified in the scope of work, these will be produced and billed on a time and materials basis.

TASK 4 – GEOTECHNICAL

4.1 Geotechnical Services

Geologic Reconnaissance. It is anticipated that the preparation of a geologic reconnaissance report to provide preliminary geotechnical information for the Mission Gorge force main will be required. We would review in-house documents and published geotechnical information to provide approximate geologic conditions along the force main alignment. Our report would include a description of the regional geology, general descriptions of the geologic units along the force main alignment, groundwater discussion, and potential geologic hazards that could affect the construction. We would also include a geologic map for the planned improvement areas.

Geotechnical Consultation Services. We expect geotechnical consultation services will be required during development of the Program. We expect our services would include attending design meetings, preparing correspondences with the design team and client, and performing plan reviews. For the purposes of this proposal, it is assumed that up to 24 hours of engineer/geologist time would be needed.

Assumptions:

- It is assumed that this geotechnical desktop study is for the proposed Mission Gorge force main alignment only. Any additional geotechnical investigation work associated with the WRF expansion, AWPf and solids handling facilities needed to support the

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bridging documents for the design-build contract(s) is assumed to be performed under Padre Dam's geotechnical as-needed contract and is not included in our scope of work.

TASK 5 – PERMITTING AND REGULATORY COORDINATION

The KJ/TT Team will provide regulatory assistance including strategizing and preparing documentation for NPDES permitting and DDW permitting for SWA.

5.1 Independent Advisory Panel

Kennedy/Jenks will contract with the National Water Research Institute (NWRI) to provide continuity with its previous Independent Advisory Panel (IAP) to evaluate the technical, scientific, and regulatory aspects of the SWA project, and to gain IAP approval for the project approach.

An onsite IAP meeting will be the primary method to engage the IAP on their peer review. The IAP is anticipated to meet one (1) time in 2018. This meeting is expected to be a 1-day workshop that will be held in June 2018.

NWRI will develop an agenda for the IAP meeting in collaboration with Padre Dam, Helix, the KJ/TT Team and the IAP Chair to determine the appropriate topics for the meeting. The IAP workshop is anticipated to address the following:

- Lake Jennings tracer study and hydrodynamic model verification/results
- Source control program
- Santee Lakes strategy

The project team will also develop and distribute pre-read documents prior to the workshop. The final pre-read document will provide a summary of findings from the studies and lay out an integrated approach for the SWA project.

The material covered in the pre-read documents will also be prepared for discussion at the workshop. Meeting preparation and content will be developed in close coordination with Padre Dam staff, and DDW engagement will be encouraged throughout the entire IAP process. The project team will prepare presentations addressing topics identified in the agenda. Visual aids, handouts, and other materials used to augment the presentations will be provided to the IAP during that time.

NWRI will administer the meeting. Duties include set-up, welcome, explanation of IAP process, attendance sheet, note-taking, photography (if needed), IAP support (for travel, hotel, and other issues), photocopying, catering, IAP report development, and other meeting facilitation services.

After the workshop, NWRI and the IAP Chair will facilitate the preparation of a report summarizing the IAP's comments and recommendations based on the outcomes of the meeting. The KJ/TT Team will review draft and final reports, respond to comments and requests

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for information (RFIs) from the IAP, and coordinate communication between the IAP, Padre Dam Staff, and DDW regarding the project findings.

Deliverables:

- IAP workshop agenda
- Pre-read documents
- Draft and Final reports summarizing the IAP comments and recommendations based on the outcomes of the meeting/workshop

5.2 NOT USED

5.3 NOT USED

5.4 DDW and RWQCB Permitting Assistance

The KJ/TT Team will consult with DDW on intended SWA strategy, WRF/AWT process units and operation strategies. It is assumed that four (4) quarterly consultation meetings with DDW will be held during this Pre-Procurement phase.

5.5 NOT USED

5.6 NOT USED

TASK 6 – FINANCIAL MANAGEMENT ASSISTANCE

Kennedy/Jenks and David Moore of Clear Energy Capital (CEC) will provide continued support for financial management of the ECAWP Program, including: refining financing strategies developed during Year 1 of the Program based on feedback received from the participating agencies, pursuing additional funding sources; preparing funding applications; refining/updated program cost estimates (both capital and O&M); cost allocations; and cash flow analysis. Rate modeling work will be performed by others under separate contract with Padre Dam and the other participating agencies.

6.1 Padre Dam ECAWP Financial Planning Support

This task provides for continued advancement and refinement of the ECAWP Program financial pro forma model based on feedback received from the participating agencies, additional information developed through the Pre-Procurement phase of the program relative to capital and O&M costs, available funding sources, agency participation, interest rates, and other data and assumptions used in the financial pro forma. Subtasks may include:

- Develop, deliver, revise and finalize a plan of finance document (the "Plan of Finance") for the Program, working collaboratively with Padre Dam and stakeholders;

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- Revise and maintain a proforma financial model (the "Proforma Model") for the East County Advanced Water Purification Program (the "Program");
- Support development of one or more transaction term sheets (collectively, the "Term Sheet") outlining the various undertakings of the parties. Our proposal assumes that the term sheet develop is led by others;
- Develop, deliver, revise and finalize PowerPoint presentations describing the Proforma Model Update, Plan of Finance,
- Attend conference calls and meetings as reasonably requested; and
- Perform such other activities and services as are reasonably requested.

6.2 NOT USED

6.3 SRF Checklist/Submittal Package

HELIX will prepare the package to be provided to SWRCB that will be included as part of the environmental component of the submittal for the SRF Program application. The tasks are as follows:

- Prepare the SWRCB SRF Federal Cross-cutting Environmental Regulations Evaluation Form for Environmental Review and Federal Coordination based on information included in the IS/MND and supporting documentation for federal regulations including the air quality conformity analysis, biological letter report, and cultural resources letter report.
- Prepare an electronic version on a CD-ROM and up to five paper copies of the SRF Program submittal package that will include the following documents:
 - i. SRF Environmental Evaluation Form and supporting technical studies.
 - ii. The draft and the final versions of the IS/MND (including any comments and responses on the draft IS/MND).
 - iii. The resolution adopting the MND and making CEQA findings.
 - iv. The adopted MMRP for the project.
 - v. The NOD filed with the San Diego County Clerk and the State Clearinghouse for the MND.
- The SWRCB will distribute the submittal package to the appropriate federal agencies for a 30-day review as required by the CEQA-Plus requirements. This distribution is in addition to the standard State Clearinghouse public review requirements under CEQA.
- HELIX will prepare the final SRF Program submittal package, based on any comments received by federal agencies during review. This scope of work assumes that no revisions will be required to the adopted MND. HELIX will submit one CD and up to three copies of the final SRF Program submittal package to Padre Dam.

Deliverables:

SRF Checklist

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- Electronic version and up to five paper copies of the SRF Program submittal package that will include the following documents:
 - SRF Environmental Evaluation Form and supporting technical studies.
 - The draft and the final versions of the PEIR (including any comments and responses on the draft EIR).
 - The resolution adopting the PEIR and making CEQA findings.
 - The adopted MMRP for the project.
 - The NOD filed with the San Diego County Clerk and the State Clearinghouse for the PEIR.

HELIX will submit one CD and up to three copies of the final SRF Program submittal package to Padre Dam.

6.4 Grant Funding Assistance

Services will include grant funding support, similar to Year 1. The grant funding support is anticipated to include assistance in demonstrating compliance with Padre Dam's SRF loan, Prop 84 grant, and Prop 1 grant, and Title XVI funding. As the funding assistance work is executed with Padre Dam staff as an integrated team, Kennedy/Jenks services under Task 6.4 will be provided on an as-needed and as-directed basis.

In addition, Kennedy/Jenks will continue to seek out and work with Padre Dam staff in applying for additional funding sources for: (1) the AWP pipeline (SRF, Prop 1, and other), (2) Solids Handling and Energy Recover Project (California Energy Commission, Bureau of Reclamation, Department of Energy, and others), and (3) Phase 2 facilities.

It is assumed that any grant/loan administration support is not included in this scope of services as this will be the responsibility of Padre Dam staff.

6.5 Funding Strategy

In this task, we will continue with the efforts initiated in Year 1 towards identifying potential funding opportunities applicable to the remaining Phase 1 facilities (namely the AWP pipeline and solids handling facilities), the Phase 2 WRF expansion, AWP expansion, solids handling and energy recovery facilities and future Phase 3 facilities. This funding strategy will be updated and summarized in a memorandum (four memoranda through September 2019) as new funding sources are identified.

Deliverables:

- Four (4) memoranda summarizing grant funding opportunities

6.6 Additional As-Needed Financial Assistance

Kennedy/Jenks will provide as-needed financial assistance to Padre Dam for evaluating additional financing scenarios, answering questions from the Project Partners, supporting Board meetings, etc. Kennedy/Jenks will also provide financial assistance in the drafting of potential

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implementation agreements with Project Partners based on development of concepts and recommendations made in the Project Financing Plan.

This is an on-call task to be started on the request and approval of Padre Dam.

6.7 Institutional and Governance Structure Support

Our scope of work recognizes that Padre Dam and Ken Weinberg will lead the process for developing the Program's institutional and governance structure, with our team providing support services through meetings and workshops, providing information on other inter-agency programs of similar size and complexity, helping the Program consider and evaluate options and supporting presentations to Board workshops and other stakeholder groups.

Assumptions:

- As an on-call service, institutional and governance support will be provided as requested by Padre Dam up to the budget established for this task.
- Kennedy/Jenks will assist Padre Dam in the development of a term sheet to identify roles and responsibilities of each entity in the solids handling and energy recovery project partnership. One workshop is assumed to be required, the results of which will be formalized by Kennedy/Jenks in a Draft Principals of Understanding.

TASK 7 – NOT USED

TASK 8 – MANAGEMENT AND ADMINISTRATION SUPPORT

8.1 Project Administration

This Project administration addresses the management and administrative responsibilities associated with project initiation, budget control, subconsultants, invoice preparation, internal team coordination and coordination with Padre Dam, Program Stakeholders, and the Program team.

8.2 Program Schedule

Kennedy/Jenks will maintain and update the Program schedule on a monthly basis. Kennedy/Jenks will also maintain two simplified and more graphical-type Program schedules; one that will be shared with the other Program partners and Board members, and one that can be shared with the general public (via the Program website).

Deliverables:

- MS Project Gantt Chart schedule in hardcopy and electronic format (monthly)
- Program partners and Board members schedule in electronic format (monthly)
- General Public schedule in electronic format (monthly)

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8.3 Program Cost Tracking

We will work with Padre Dam to continue to update baseline Program budget and cash flow projections for the Program phases. The cash flow projections will be provided for each phase and project element (e.g. Ray Stoyer WRF Expansion), breaking down planning, design, construction and CM costs to provide a budget and cost tracking mechanism for each project element. Program costs will be updated and maintained quarterly by Kennedy/Jenks to include tracking of actual cost performance and make refinements to projected costs versus budget.

8.4 Meetings and Workshops

Kennedy/Jenks will facilitate monthly Program review meetings with Padre Dam staff and key program stakeholders. These standing meetings will provide a routine forum for vetting ideas, issues, facilitating discussions, reviewing the monthly PSRs, and refining the program priorities and focus points for the coming weeks, months and quarters. For budgeting purposes, our proposal assumes 12 monthly meetings.

This task also provides for workshops enabling focused discussions on a specific topic. Such workshops are envisioned to include:

- Pre-Procurement Phase Kickoff and Mid-Year Workshops (2). The kickoff workshop will be held within a week of notice to proceed. The workshop format and agenda will be similar to the kickoff meeting held for Year 1 services. In addition, a mid-year workshop will be held with the same program team attendees following execution of the draft term sheets (or MOUs) between the participating agencies.
- Standards workshops:
 - CAD/BIM Requirements
 - File Sharing, Platform & Document Management System
 - CM Document Management System
- Board workshops (2)

8.5 Monthly Program Status Reports

We will support Padre Dam staff in providing monthly PSRs summarizing the Program schedule, costs/budget, risk profile, change register, major decision items, accomplishments and any corrective actions required. Our proposal anticipates supporting 12 PSRs (10 hours per PSR).

8.6 Program Quality Assurance Reviews

Kennedy/Jenks will prepare and administer a quality assurance/quality control (QA/QC) program for work activities included in this scope of services. The intent of the QA/QC program will be to check the project deliverables, development methods, calculations, drawings and other documents for consistency with the project requirements and adherence to industry standards. This task includes QA/QC monitoring of work and reviews of project deliverables at a Program level.

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Technical and task-specific QC reviews are not included, and are to be budgeted as part of those individual tasks. Subconsultants will be responsible for review of their own work prior to submitting it to Kennedy/Jenks for program-level review.

TASK 9 – COMMUNICATIONS AND STAKEHOLDER OUTREACH SUPPORT

9.1 Padre Dam Support

Kennedy/Jenks' subconsultant, NV5, will support Padre Dam staff in providing communications and stakeholder outreach support for the program. It is anticipated that the following services will be provided:

9.1.1 Communication Survey

Develop modified customer survey for a subsequent re-issue to targeted stakeholders. Review and modify strategy and approach if needed based on survey feedback.

9.1.2 Community Outreach Planning

Develop communication outreach plan to guide outreach for two-year period.

9.1.3 Stakeholder Meetings/Speakers Bureau

Includes scheduling and logistics preparation for up to 24 meetings within the communities served by the project, developing remarks and FAQs to help answer questions throughout various project phases.

9.1.4 Tours

Provide support to Padre Dam staff to help coordinate and support demonstration facility tours as needed. Provide tour program training to new staff member to manage tour registration. Work on tour outreach to encourage AWP partner customers to tour facility (includes school outreach).

9.1.5 Public Officials Briefings

Assist with up to 5 public official briefings and/or meetings. Includes preparation and follow up assignments. Includes strategic public official communication throughout the year as needed. Also includes time for 1 workshop at the project site for elected officials and their representatives.

9.1.6 CEQA Outreach and Public Involvement

Begin initial support for planning & environmental studies and provide assistance to engineer consultant. May include initial development of educational materials.

9.1.7 Publicity Materials

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Develop updated materials as defined by the team to support the project and gear up for each phase to include fact sheets, primers, maps, graphics, boards, community correspondence, construction notices and presentation materials. Also includes hard costs and development of an industry Big Deal exhibit. Includes three snackable videos.

9.1.8 Media Relations, Perception Monitoring and Social Media

Efforts include management of news releases/advisories (draft, pitch, follow up), assemble media kits, and presentations/briefings to media representatives at project milestones and as identified by team. Includes media event to tour and get briefed about the project. Also includes preparing social media content and time to monitor and report perceptions of groups and individuals and initiate dialogue with interested stakeholders. Includes time for social media pushes, preparing ad graphics, and Big Deal campaigns/events. Does not include social media advertising expenses.

9.1.9 Government Relations and Industry Outreach

Continue to develop and/or nurture relations with the water reuse professionals, government, and elected officials. Continue work to secure letters of approval, foster relationships and educate individuals about the project.

9.1.10 Special Events

Plan two special events to commemorate project milestones. May include MOUs, start of construction, etc. Plan up to six community gatherings and/or events as decided by the team aimed at customers to educate and bolster support of the project.

9.1.11 Team Meetings/Workshops

Includes attendance at monthly (12) team meetings, up to three (3) workshops and three (3) special board workshops/meetings.

9.1.12 Monthly Activity Reports

Reports will include comprehensive documentation of work a current month and a look ahead plan for the next month for 12 months.

**PADRE DAM MUNICIPAL WATER DISTRICT
EAST COUNTY REGIONAL POTABLE REUSE PROGRAM
(PROJECT NO. 215011)**

WORK BREAKDOWN STRUCTURE	FY17-18 FEE ESTIMATE	COST BREAKDOWN		
		Padre Dam	County Sanitation District	El Cajon
Task 1 - Engineering Studies				
Task 1.1 - Lake Jennings Tracer Study	\$399,488			
Task 1.2 - SWA Modeling	\$243,064			
Task 1.4 - Lake Jennings Operations Strategy	\$34,532			
Task 1.5 - Eval. of California Toxic Rules	\$13,684			
Task 1.6 - Purified Water Treatability at WTP	\$82,728			
Task 1.7 - Evaluation of Potential Impacts of Purified Water on Helix WD Distribution System	\$104,532			
Task 1.8 - AWP Demo Facility Performance Study Using Denitrified Filter Effluent	\$24,532			
Task 1.10 - Santee Lakes Management Strategy	\$80,580	\$26,860	\$26,860	\$26,860
Task 1.12 - Solids Handling Study Refinement at Sycamore Landfill	\$36,065	\$12,022	\$12,022	\$12,022
Task 1.13 - Economic Analysis of Desaltech and RO Recovery	\$70,258			
Subtotal:	\$1,069,459	\$38,882	\$38,882	\$38,882
Task 2 - Predesign Documents				
Task 2.1 - Ray Stoyer WRF Expansion-Phases 1 and 2	\$347,608	\$115,835	\$115,835	\$115,835
Task 2.3 - AWP Facility -Phases 1 and 2	\$175,051			
Task 2.4 - Influent Pump Station	\$10,805	\$6,483	\$4,322	
Task 2.5 - Solids Handling & Energy Recovery at Ray Stoyer	\$245,008	\$81,669	\$81,669	\$81,669
Task 2.7 - Mission Gorge Pump Station and Force Main	\$128,441		\$44,954	\$83,487
Task 2.9 - Process Coordination Meetings	\$25,146	\$8,382	\$8,382	\$8,382
Subtotal:	\$931,857	\$212,370	\$255,163	\$289,373
Task 3 - Environmental Assistance				
Task 3.1 - Technical Studies				
Task 3.1.1 - Cultural Resources Report	\$17,136	\$2,856	\$2,856	\$2,856
Task 3.1.2 - Biological Resources Technical Study	\$28,048	\$4,875	\$4,875	\$4,875
Task 3.1.3 - Air Quality/Greenhouse Gas Emissions Technical Report	\$14,991	\$2,499	\$2,499	\$2,499
Task 3.1.4 - Noise/Vibration Technical Report	\$29,060	\$4,843	\$4,843	\$4,843
Task 3.1.5 - Construction Traffic Analysis	\$19,886	\$3,314	\$3,314	\$3,314
Task 3.2 - CEQA Documentation	\$62,871	\$10,495	\$10,495	\$10,495
Task 3.3 - Management and Coordination	\$24,618	\$4,103	\$4,103	\$4,103
Task 3.4 - Meetings	\$37,290	\$6,210	\$6,210	\$6,210
Subtotal:	\$233,970	\$38,995	\$38,995	\$38,995
Task 4 - Geotechnical and Surveying				
Task 4.1 - Geotechnical Services	\$23,905	\$7,968	\$7,968	\$7,968
Task 4.2 - Surveying Services	\$0			
Subtotal:	\$23,905	\$7,968	\$7,968	\$7,968
Task 5 - Permitting and Regulatory Coordination				
Task 5.1 - Independent Advisory Panel	\$81,615			
Task 5.4 - DDW and RWQCB Permitting Assistance	\$49,380	\$8,230	\$8,230	\$8,230
Subtotal:	\$130,995	\$8,230	\$8,230	\$8,230
Task 6 - Financial Management Assistance				
Task 6.1 - Financial Planning Support	\$207,673	\$34,612	\$34,612	\$34,612
Task 6.4 - SRF Checklist/Submittal Package	\$9,479	\$1,090	\$1,090	\$1,090
Task 6.2 - Grant Funding Assistance	\$17,139	\$2,857	\$2,857	\$2,857
Task 6.6 - Funding Strategy	\$15,328	\$2,564	\$2,564	\$2,564
Task 6.7 - Additional As-Needed Financial Assistance	\$32,318	\$8,720	\$8,720	\$8,720
Task 6.8 - Institutional and Governance Structure Support	\$75,848	\$12,641	\$12,641	\$12,641
Subtotal:	\$374,783	\$62,464	\$62,464	\$62,464
Task 8 - Mgmt & Admin Support				
Task 8.1 - Prepare Mgmt. & Admin	\$224,023	\$112,012		
Task 8.2 - Program Schedule	\$35,020	\$17,510		
Task 8.3 - Program Cost Projections	\$31,271	\$15,636		
Task 8.4 - Meetings and Workshops	\$163,875	\$81,938		
Task 8.5 - Monthly Program Status Reports	\$31,716	\$15,858		
Task 8.9 - Quality Control Reviews	\$108,554	\$54,277		
Subtotal:	\$594,459	\$297,230	\$0	\$0
Task 9 - Communications and Public Outreach Support				
Task 9.1 - Communications and Public Outreach Support	\$245,563	\$40,928	\$40,928	\$40,928
Subtotal:	\$245,563	\$40,928	\$40,928	\$40,928

	YEAR 1 FEE ESTIMATE	WASTEWATER		
		Padre Dam	County Sanitation District	El Cajon
KJ Contract	\$3,605,093	\$707,088	\$492,629	\$468,840
10% Contingency	\$380,509	\$70,707	\$45,263	\$48,684
TOTAL	\$3,985,602	\$777,772	\$497,892	\$535,524
Requested Contribution from Agencies for Year 2 Work			\$500,000	\$500,000

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City of El Cajon Agenda Report

MEETING: 4/10/18

ITEM NO: 6.1



TO: Mayor Pro Tem Kendrick, and Councilmembers Goble, Kalasho and McClellan

FROM: Mayor Wells

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

- March 22, 2018 - Meeting w/ Derek Ishaque – El Cajon Business Owner
- March 24, 2018 - Boy Scouts Flag Retirement Ceremony
- March 29, 2018 - Meeting w/ Mayor Abed, Escondido
- April 2, 2018 - LAFCO Meeting
- April 3, 2018 - Meeting w/ City Manager
- April 9, 2018 - City Selection Committee-County of San Diego
- April 10, 2018 - City Council Meeting(s)

I will be happy to answer any questions you may have.

SUBMITTED BY,

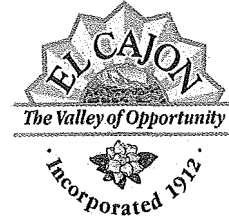
**Bill Wells
Mayor**

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City of El Cajon Agenda Report

MEETING: 4/10/2018

ITEM NO: 6.2



TO: Mayor Wells, Mayor Pro Tem Kendrick,
 Councilmembers Goble, Kalasho and McClellan

FROM: Graham Mitchell, Assistant City Manager

SUBJECT: Legislative Update

RECOMMENDATION: That the City Council oppose AB 3119 (Gonzalez Fletcher) and receive an update on SB 827 and SB 946.

BACKGROUND: On March 27th, the City Council learned about Assembly Bill 3119 (Gonzalez Fletcher) during a presentation from Mary Sessom, former East County representative on the San Diego County Regional Airport Authority Board.

AB 3119 intends to fold the Airport Authority under the control of the Port of San Diego through a consolidation. This proposed legislation would erode the City's local representation of this important regional authority. Currently, the board for the Airport Authority includes representatives appointed by various jurisdictions:

City of San Diego	3	County of San Diego	2
East County Cities	1	North County Coastal Cities	1
North County Inland Cities	1	South County Cities	1

The Airport Authority Board also includes representation from the United States military and Caltrans.

In contrast to the Airport Authority's inclusive approach, the Port of San Diego commission is comprised of seven members who are appointed by only five cities: San Diego (3 seats), Chula Vista (1 seat), Coronado (1 seat), Imperial Beach (1 seat), and National City (1 seat).

Staff recommends that the City Council consider opposing AB 3119 and authorizing the Mayor to send letters of opposition on behalf of the City.

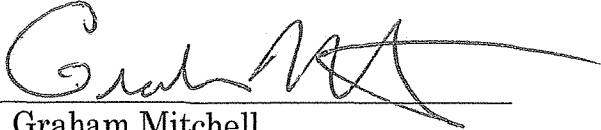
SB 827 & 946

On February 27th, the City Council opposed two bills—Senate Bills 827 and 946. SB 827 (Wiener) strips the City of its local land use authority for housing projects proposed

near transit centers. This bill is currently with the Transportation & Housing Committee. SB 946 (Lara) restricts the City's ability to regulate sidewalk vendors. This bill is with the Governance & Finance Committee. Letters of opposition have been sent for both legislative proposals.

FISCAL IMPACT: None.

PREPARED BY:



Graham Mitchell
ASSISTANT CITY MANAGER

APPROVED BY:



Douglas Williford
CITY MANAGER



City Manager



April 10, 2018

The Honorable Cecilia M. Aguiar-Curry
Chair
Assembly Local Government Committee
P.O. Box 942849
Sacramento, CA 94249-0004

The Honorable Marie Waldron
Vice Chair
Assembly Local Government Committee
P.O. Box 942849
Sacramento, CA 94249-0075

SUBJECT: AB 3119 - Opposition

Dear Assemblymembers Aguiar-Curry and Waldron,

I am writing to express the City of El Cajon's opposition to Assembly Bill 3119 (Gonzalez Fletcher)—legislation proposing to eliminate the San Diego County Regional Airport Authority (Airport Authority) and transfer San Diego International Airport (SDIA) to the San Diego Unified Port District.

After extensive conversations at the local level and by the State Legislature in 2000, the Legislature concluded that a single-focus airport authority representing the entire San Diego region should be established in San Diego County. Since its creation, the Airport Authority has overseen significant progress in improving the air transportation system in San Diego. Several major projects, including the \$850 million expansion of Terminal 2, have been completed on time and on budget. Other significant projects such as the Rental Car Center and Parking Plaza have benefitted local small businesses throughout the region.

The El Cajon City Council is concerned about AB 3119's proposed change in the Airport Authority's governance structure. Under the current governance structure of the Airport Authority, the City of El Cajon, and every other city and unincorporated area in San Diego County, is represented on the Airport Authority board and has a voice in the governance of SDIA.

AB 3119 strips our representation, allowing decisions for this important regional asset to be made by only the five Port District cities. Approximately half of the County's three million residents and their elected representatives would be disenfranchised if AB 3119 is enacted into law. As the Airport Authority board also makes land use decisions surrounding the sixteen airports throughout the County, it is unacceptable that any El Cajon land use decisions be made only by five cities located along the coast.

Further, from the San Diego region's perspective, it would be unwise to limit or dilute focus on managing and enhancing air travel and cargo access to and from San Diego. The regional role of the airport is too important to be operated by an organization with two diverse purposes.

For the reasons above, the City of El Cajon opposes AB 3119. Accordingly, I urge you to vote against this legislation when it is considered by your committee.

Sincerely,

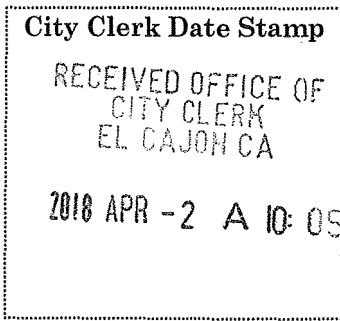
Bill Wells
Mayor

cc: Assemblymember Randy Voepel

City of El Cajon • 200 Civic Center Way • El Cajon, CA 92020

(619) 441-1716 • Fax (619) 441-1770

www.cityofelcajon.us



City of El Cajon Agenda Report

MEETING: 4/10/18

ITEM NO: 7.1



TO: Mayor Wells, Councilmembers Goble, Kalasho and McClellan

FROM: Mayor Pro Tem Kendrick

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

- March 30, 2018 - Meeting w/ City Manager
- April 10, 2018 - City Council Meeting(s)

I will be happy to answer any questions you may have.

SUBMITTED BY,

Gary Kendrick

 Gary Kendrick
 Mayor Pro Tem *(Signature)*

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City of El Cajon Agenda Report

MEETING: 4/10/18

ITEM NO: 8.1



TO: Mayor Wells, Mayor Pro Tem Kendrick and Councilmembers Goble and Kalasho

FROM: Councilmember McClellan

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:


Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

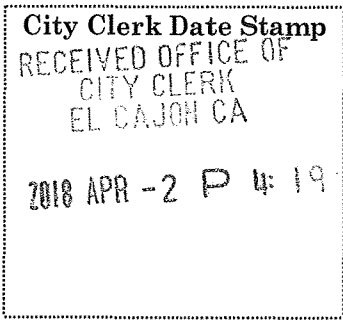
Nothing to report.

I will be happy to answer any questions you may have.

SUBMITTED BY,

Bob McClellan

Bob McClellan
Councilmember 



City of El Cajon Agenda Report

MEETING: 4/10/18

ITEM NO: 9.1



TO: Mayor Wells, Mayor Pro Tem Kendrick and Councilmembers Goble and McClellan

FROM: Councilmember Kalasho

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

Nothing to report.

I will be happy to answer any questions you may have.

SUBMITTED BY,

**Ben Kalasho
Councilmember**

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City of El Cajon Agenda Report

MEETING: 4/10/18

ITEM NO: 10.1



TO: Mayor Wells, Mayor Pro Tem Kendrick, and
Councilmembers Kalasho and McClellan

FROM: Councilmember Goble

SUBJECT: Council Activities Report

RECOMMENDATION: That the City Council accept and file the following report of Council/Mayor activities attended during the current agenda period.

BACKGROUND:

Government Code Section 53232.3(d) requires members of a legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting of the legislative body.

REPORT:

Since the last City Council meeting, I have attended the following events on behalf of the City of El Cajon:

- March 27, 2018 - Chamber Gov't Affairs Subcommittee
- April 5, 2018 - Meeting w/Director of Community Development
- April 9, 2018 - Meeting w/ City Manager & Assistant City Manager
- April 10, 2018 - City Council Meeting(s)

I will be happy to answer any questions you may have.

SUBMITTED BY,

Steve Goble

Steve Goble
Councilmember



ORDINANCE NO. ____

AN ORDINANCE APPROVING AN
 AMENDMENT TO SPECIFIC PLAN NO. 246
 FOR AN INDUSTRIAL DEVELOPMENT LOCATED AT
 THE NORTH SIDE OF WELD BOULEVARD BETWEEN
 GILLESPIE WAY AND WINDMILL VIEW IN THE
 M (MANUFACTURING) ZONE; APN: 384-232-04;
GENERAL PLAN DESIGNATION: LIGHT INDUSTRIAL (LI)

WHEREAS, Specific Plan No. 246 ("SP 246") was adopted in 1978 in order to develop a 155,113 square foot industrial building (the "Existing Building") in the M (Manufacturing) Zone, at property located at 1900 Weld Boulevard, El Cajon (the "Site"); and

WHEREAS, SP 246 has been amended and modified by Ordinance No. 3468, and operations at the Site were modified by Planning Commission Resolution 5939, which resolution was approved by the City Council on October 27, 1981; and

WHEREAS, on January 23, 2018, the applicant submitted a revised submittal for a new, second and detached, industrial building, expanding the existing improvements by 17,060 square feet; and,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CAJON DOES ORDAIN AS FOLLOWS:

Section 1. The City Council finds that:

A. That recitals above are true and correct and have been incorporated herein by reference.

B. The proposed specific plan amendment to allow the new industrial building expansion with a proposed detached building containing 17,060 square feet of industrial uses with 3,771 square feet of office space on the Site strengthens the existing industrial development, and it concentrates new industrial uses in designated areas.

C. The project site is located within the Manufacturing zone and the Light Industrial land use designation. Goal 4 of the General Plan underscores the importance of establishing and maintaining quality industrial areas. Furthermore, Objective 4-1 indicates that the area around Gillespie Field should be maintained as the City's prime industrial area. The new industrial building expansion at the existing site will continue to implement the goals and policies of the General Plan.

Section 2. The El Cajon City Council hereby approves the Amendment to Specific Plan No. 246 allowing for an additional, second and detached, industrial building of up to 17,060 square feet (including 3,771 square feet of office space) on the Site,

subject to compliance with the conditions set forth in Planning Commission Resolution No. 10933, on file in the office of the City Clerk of the City of El Cajon.

Section 3. After the effective date of this ordinance there shall be no buildings, structures, or other improvements located, erected, or constructed upon the area defined in the plat showing Specific Plan No. 246, on file in the office of the City Clerk, which would be contrary to the conditions set forth in said Planning Commission Resolution No. 10933.

Section 4. This ordinance shall become effective thirty days following its passage and adoption.

03/27/18 (Item No. 100) 1st Reading
0410/18 (Item No. 14.1) 2nd Reading

Weld Industrial Expansion – Amend SP246 032218