



CITY COUNCIL  
HOUSING AUTHORITY  
SUCCESSOR AGENCY  
TO THE  
REDEVELOPMENT AGENCY

Council Chamber  
200 Civic Center Way  
El Cajon, CA 92020

## Agenda

JULY 10, 2018, 3:00 p.m.

Bill Wells, Mayor  
Gary Kendrick, Mayor Pro Tem  
Steve Goble, Councilmember  
Ben Kalasho, Councilmember  
Bob McClellan, Councilmember

Graham Mitchell, City Manager  
Morgan Foley, City Attorney  
Angela Aguirre, City Clerk

**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 June 26, 2018, Meeting and the Agenda of the July 10, 2018, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

Presentation: Parks & Recreation Month

**AGENDA CHANGES:**

**CONSENT ITEMS:**

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. Minutes of the 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 June 26, 2018 Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

RECOMMENDATION:

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

3. Approval of Reading Ordinances by Title Only

RECOMMENDATION:

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

4. Accept Traffic Safety Calming – El Cajon Valley High School Project, PW3615, Bid No. 006-18

RECOMMENDATION:

That the City Council:

1. Accepts the Traffic Safety Calming – El Cajon Valley High School project, PW3615, Bid No. 006-18; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

5. Mother Goose Parade Association Sponsorship and Provide In-Kind Support

RECOMMENDATION:

That the City Council approves the request from the Mother Goose Parade Association to participate as a sponsor and provide in-kind support for the 2018 Mother Goose Parade.

6. Staffing Changes in the City Clerk's Office

RECOMMENDATION:

That the City Council:

1. Deletes the Secretary position; and
2. Adds an Administrative Secretary position.

7. License Agreement for Wireless Installation on Public Structures with Crown Castle NG West LLC

RECOMMENDATION:

That the City Council adopts a resolution authorizing a License Agreement for Wireless Installation on Public Structures with Crown Castle NG West LLC.

**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 docket 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.

**WRITTEN COMMUNICATIONS:**

**PUBLIC HEARINGS:**

**ADMINISTRATIVE REPORTS:**

**COMMISSION REPORTS:**

**ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:**

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.

8. Council Activity Report

9. Legislative Report

## **ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:**

10. **MAYOR PRO TEM GARY KENDRICK**  
Heartland Communications JPA; Heartland Fire Training JPA.
11. **COUNCILMEMBER BOB MCCLELLAN**  
MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications JPA – Alternate.
12. **COUNCILMEMBER BEN KALASHO**  
East County Economic Development Council – Alternate; METRO Commission/Wastewater JPA; Indian Gaming Local Community Benefit Committee – Alternate.
13. **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.

## **JOINT COUNCILMEMBER REPORTS:**

### **GENERAL INFORMATION ITEMS FOR DISCUSSION:**

14. May 2018 Donations to the El Cajon Animal Shelter

#### **RECOMMENDATION:**

In accordance with City Council Policy B-2, staff informs the City Council about receiving donations for the El Cajon Animal Shelter. In May 2018, the City received the following donations:

\$250 from Connie Garrett of Camp Bow Wow & Behavior Buddies of El Cajon  
\$250 from Jasmin Rodriguez

The funds will be deposited for use at the Animal Shelter.

## **ORDINANCES: FIRST READING**

## **ORDINANCES: SECOND READING AND ADOPTION**

## **CLOSED SESSIONS:**

**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 July 2018, is adjourned to Tuesday, July 24, 2018, at 3:00 p.m.



City Council  
Agenda Report

**Agenda Item**

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**SUBJECT:** Presentation: Parks & Recreation Month

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City Council  
Agenda Report

**Agenda Item 1.**

**DATE:** July 10, 2018

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Angela Aguirre, City Clerk

**SUBJECT:** Minutes of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meetings

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**RECOMMENDATION:**

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the June 26, 2018 Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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Attachments

062618DraftMinutes

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# DRAFT MINUTES

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



## MINUTES

### CITY OF EL CAJON EL CAJON, CALIFORNIA

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**June 26, 2018**

A 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, June 26, 2018, was called to order by Mayor/Chair Bill Wells at 3:02 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### **ROLL CALL**

Council/Agencymembers present:

Goble, Kalasho and McClellan

Council/Agencymembers 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, City Manager/Executive Director

**PLEDGE OF ALLEGIANCE TO FLAG led by Mayor Wells 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 June 12, 2018 Meetings and the Agenda of the June 26, 2018 Meeting in accordance with State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**PRESENTATIONS:**

1. Waste Management's Recycling Champions
2. Animal Shelter

**AGENDA CHANGES: None**

**CONSENT ITEMS: (1 – 13)**

**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.**

**MOTION BY WELLS, SECOND BY MCCLELLAN, to APPROVE Consent Items 1 to 13.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

1. Minutes of City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency

Approves Minutes of the June 12, 2018 Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

Approves payment of Warrants as submitted by the Finance Department.

3. Approval of Reading Ordinances by Title only

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



**CONSENT ITEMS: (Continued)**

4. Subdivision Agreement for Private Improvements for Tentative Subdivision Map (TSM) 660 - Main Ranch (formerly Bella Terrazza)

1. Approves Subdivision Agreement for Private Improvements between the City of El Cajon and CWC El Cajon 139, LLC;

2. Authorizes the City Manager to execute agreement and related documentation; and

3. Authorizes the City Clerk to release bonds after improvement completion.

5. First Amendment to County of San Diego Contract No.553087 – County Service Area 115

Approves the First Amendment to the County of San Diego – Department of Purchasing and Contracting Contract No.553087 Amendment No 1; and authorizes the City Manager to execute said Amendment on behalf of the City of El Cajon, RESOLUTION NO. 068-18.

6. Revision to Public Works Inspector Class Specification

Approves the changes to the class specification described below and included on the attachment.

7. Time Extension of Tentative Subdivision Map (TSM) 666; 1044 South Mollison Avenue; Engineering Job No. 3574

Grants a one-year time extension for TSM 666 (1044 South Mollison Avenue) and sets the new expiration date to be July 26, 2019, in accordance with Municipal Code Section 16.12.110.

8. Establishment of New Underground Utility District #28 – North Magnolia Avenue

Adopts RESOLUTION NO. 069-18, to establish a new Underground Utility District (UUD) #28 on North Magnolia Avenue from Fletcher Parkway to Vernon Way.

## CONSENT ITEMS: (Continued)

9. Modification of Bid Award No. 032-18 – Computer Equipment
1. Adopts RESOLUTION NO. 070-18, to modify the bid to remove Line Item Nos. 1 and 2, resulting in a revised award amount of \$25,703.09 to Kambrian Corporation; and
2. Authorizes the re-bid of Line Item Nos. 1 and 2.

## 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 docket 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.**

**Jim Cirigliano**, a Villa Novia resident, spoke in support of rent control and he asked that voters support the Costa Hawkins bill. He stated, he will continue to speak about rent control at every meeting. Mr. Cirigliano also requested that Form 700 and Form 460 be available on the City's webpage.

**Bonnie Price** congratulated the City for hiring Public Works Director, Dirk Epperson and City Manager, Graham Mitchell. She applauded them for their work involving the street sweeping with City of La Mesa and competitive bidding for trash services. Ms. Price also suggested the City considers Housing Emergency until contractors are able to build more affordable housing. She also stated that people should be able to rent rooms in their homes.

In reply to a question by **Mayor Wells**, **City Manager Mitchell** stated that there are no prohibitions that prevent people from renting rooms in their home.

**David Chenoweth** spoke about the Southwest Keys Programs Inc., which are currently operating a migrant youth and internment program for the Office of Refugee and Resettlement at 1160 Broadway. He read to Council several approved resolutions referencing the Conditional Use Permits (CUP) related to the 1160 Broadway project and asked that the City schedule a Public Hearing of Southwest Keys due to their ongoing violations.

## **PUBLIC COMMENT: (Continued)**

**Mayor Wells** responded that this subject could be reviewed by the City Attorney and agendaized if appropriate.

In response to Mr. Chenoweth's concern, **City Manager Mitchell** clarified that the mentioned property was zoned by state law for transitional housing, appropriately allowed by rights and not by the Conditional Use Permit.

**Sunshine Horton** spoke about taxes, which should go to underage minors and women in labor only.

## **WRITTEN COMMUNICATIONS: None**

## **PUBLIC HEARINGS:**

10. Fiscal Year 2018-19 Annual City, Housing Authority, and Successor Agency Budgets

**RECOMMENDATION:** That the City Council Housing Authority, and the City of El Cajon as Successor Agency to the former Redevelopment Agency hold a joint public hearing to consider the Fiscal Year 2018-19 Proposed Budgets. After closing the public hearing, staff recommends the following:

1. Acting as the City Council, individually adopt the following:
  - a) Resolution of the City of El Cajon Adopting the Fiscal Year 2018-19 Annual Budget.
  - b) Resolution Approving and Adopting the Annual Appropriations Limit for Fiscal Year 2018-19.
  - c) Resolution Approving Designation of General Fund Balances.
  - d) Approved proposed changes to City Council Policy B-1 Budget Adjustments and Capital Expenditures.
2. Acting as the Housing Authority Board of Directors, adopt resolution titled: Resolution of the El Cajon Housing Authority Adopting the Fiscal Year 2018-19 Budget.
3. Acting as the Successor Agency to the former Redevelopment Agency Board of Directors, adopt resolution titled: Resolution of the City Council of the City Of El Cajon as the Successor Agency to the former El Cajon Redevelopment Agency Adopting the Fiscal Year 2018-19 Budget.

**PUBLIC HEARINGS: (Item 10 – Continued)**

**DISCUSSION**

**City Manager Mitchell** introduced **Director of Public Works, Dirk Epperson**, who provided a summary of the Item.

**Mayor Wells** opened the public hearing.

No one came forward to speak.

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

**MOTION CARRIED BY UNANIMOUS VOTE.**

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to Acting as the City Council, APPROVE RESOLUTION NO. 071-18, Adopting the Fiscal Year 2018-19 Annual Budget; APPROVE RESOLUTION NO. 072-18 Approving and Adopting the Annual Appropriations Limit for Fiscal Year 2018-19; APPROVE RESOLUTION NO. 073-18 Approving Designation of General Fund Balances.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to Acting as the Housing Authority Board of Directors, ADOPT RESOLUTION NO. ECHA-26 Adopting the Fiscal Year 2018-19 Budget.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to Acting as the Successor Agency to the former Redevelopment Agency Board of Directors, ADOPT RESOLUTION NO. SA 002-18 Adopting the Fiscal Year 2018-19 Budget.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**ADMINISTRATIVE REPORTS:**

11. El Cajon Animal Shelter Project Acceptance, PS0020, RFP No. 014-16

**RECOMMENDATION:** That the City Council:

1. Accepts the El Cajon Animal Shelter Project, PS0020, RFP No. 014-16; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

**ADMINISTRATIVE REPORTS: (Item 11 – Continued)**

**DISCUSSION**

**Director of Public Works, Dirk Epperson**, provided detailed information on the Item.

**Peggie Buffo**, with ACES Foundation distributed an ACES fundraiser event invitation. She also thanked the City for all the hard work that went into building the new animal shelter.

**MOTION BY McCLELLAN, SECOND BY KEDNRICK to ACCEPT the El Cajon Animal Shelter Project, PS0020, RFP No. 014-16; and AUTHORIZES the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

12. First Amendment to the Disposition and Development Agreement with Brixton Fletcher, LLC

**RECOMMENDATION:** That the City Council adopts a resolution approving 1) the First Amendment to the Disposition and Development Agreement between the City of El Cajon and Brixton Fletcher, LLC, and 2) the First Amendment to the Purchase and Sale Agreement between the City of El Cajon and Brixton Fletcher, LLC.

**DISCUSSION**

**City Manager Mitchell** provided detailed information on the Item.

No one came forward to speak.

**Councilmember Goble** inquired about the Transient Occupancy Tax (TOT) and about incentives involved with the development of this property.

**MOTION BY McCLELLAN, SECOND BY KEDNRICK to ADOPT RESOLUTION NO. 074-18, approving the First Amendment to the Disposition and Development Agreement, and the First Amendment to the Purchase and Sale Agreement with Brixton Fletcher, LLC.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**ADMINISTRATIVE REPORTS: (Continued)**

13. City Council Policy A-29, Compensation Plan for Executive and Unrepresented Employees and the City Attorney

**RECOMMENDATION:** That the Mayor provides an oral report summarizing recommended changes in compensation for the City's "local agency executives." Following the report, staff recommends that the City Council:

1. Approves the changes to City Council Policy A-29 described below and reflected on the attachment; and
2. Acknowledges the adjustment to the City Manager's compensation in accordance with the terms of his contract.

**City Manager Mitchell** introduced the item, and **Mayor Wells** read a statement regarding Government Code Section 54953.

**Councilmember Kalasho** stated that although he supports raises for staff, he opposes block group raises. He added he supports raises for individual evaluations.

**Councilmember McClellan** stated that management is vigilant of the performance by staff, and that it would be difficult to grade individually when city has 300-400 employees.

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to approve the changes to City Council Policy A-29 and acknowledge the adjustment to the City Manager's compensation in accordance with the terms of his contract.**

**MOTION CARRIED BY 4 – 1 VOTE  
(Kalasho – No).**

**COMMISSION REPORTS: None**

**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\*

14. Council Activities Report/Comments

Report as stated.

**ACTIVITIES REPORTS OF MAYOR WELLS/COMMENTS (Continued)**

15. Legislative Update

**Mayor Wells** provided information on SB-946, a bill that restricts local cities from regulating sidewalk vendor and vendors in city parks. He stated that a letter expressing concern was sent, and that more updates will be given in future meetings.

**David Chenoweth** spoke about Mr. Gadler's recent appointment on the Mission Trails Regional Park Citizens Advisory Committee. Mr. Chenoweth stated that compensation to Mr. Gadler would be appropriate and he requested that this item is brought back for further discussion.

16. MAYOR PRO TEM GARY KENDRICK

Heartland Communications JPA; Heartland Fire Training JPA.

Council Activities Report/Comments

Report as stated.

17. COUNCILMEMBER BOB MCCLELLAN

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

Council Activities Report/Comments

Report as stated.

18. COUNCILMEMBER BEN KALASHO

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

Council Activities Report/Comments

Report as stated.

**ACTIVITIES REPORTS OF COUNCILMEMBERS (Continued)**

19. Mission Trails Regional Park Citizens Advisory Committee Compensation

**RECOMMENDATION:** That the City Council considers directing the City Manager to bring back to the City Council a formal discussion and decision-making.

**Councilmember Kalasho** requested that Mr. Gadler be compensated for his time on the Mission Trails Regional Park Citizens Advisory Committee.

**MOTION BY KALASHO, to consider compensation for a member of the Mission Trails Regional Park Citizens Advisory Committee, failed for lack of a Second.**

20. 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.

Council Activities Report/Comments

Report as stated.

**JOINT COUNCILMEMBER REPORTS: None**

**GENERAL INFORMATION ITEMS FOR DISCUSSION: None**

**ORDINANCES: FIRST READING: None**

**ORDINANCES: SECOND READING AND ADOPTION**

21. Bostonia Greens – Common interest development of seven new residences.

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



**ORDINANCES: SECOND READING AND ADOPTION (Continued)**

An Ordinance Rezoning Property located on the East side of Bostonia Street between Broadway and Coker Way, APN: 484-240-19, from the RS-6 (Single-Family Residential, minimum 6,000 square feet) to the RM-2200 (Multi-Family Residential, minimum 2,200 square feet; pending General Plan Designation: Low Medium Density Residential (LMR)).

**MOTION BY WELLS, SECOND BY MCCLELLAN, to Adopt Ordinance No. 5074.**

**MOTION CARRIED BY UNANIMOUS VOTE.**

**CLOSED SESSION: None**

Adjournment: Mayor Wells adjourned the adjourned Regular Joint Meeting of the City Council/Housing Authority/Successor Agency to the Redevelopment Agency held this 26<sup>th</sup> day of June 2018, at 4:15 p.m. to Tuesday, July 10, 2018, at 3:00 p.m.

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Angela Aguirre  
City Clerk/Secretary



City Council  
Agenda Report

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Accept Traffic Safety Calming – El Cajon Valley High School Project, PW3615, Bid No. 006-18

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**RECOMMENDATION:**

That the City Council:

1. Accepts the Traffic Safety Calming – El Cajon Valley High School project, PW3615, Bid No. 006-18; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

**BACKGROUND:**

On September 12, 2017, the contract for the Traffic Safety Calming - El Cajon Valley High School project was awarded by City Council Resolution No. 077-17 to T & M Electric, Inc. dba Perry Electric. The project installed a new traffic signal at the Madison Avenue and June Way intersection. The scope of this project also involved the installation of yellow school flashing beacons and radar speed feedback signs at other locations in the City. This project was completed on May 24, 2018, and all quantities and payments have been finalized with no pending claims.

**FISCAL IMPACT:**

The total construction expenditure for this contract was \$304,401.01. The project was funded with local TransNet funds (EL29 and EL06).

Prepared By: Raul Armenta, Associate Engineer  
Reviewed By: Dirk Epperson, Director of Public Works  
Approved By: Graham Mitchell, City Manager

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City Council  
Agenda Report

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Frank Carson, Director of Recreation  
**SUBJECT:** Mother Goose Parade Association Sponsorship and Provide In-Kind Support

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**RECOMMENDATION:**

That the City Council approves the request from the Mother Goose Parade Association to participate as a sponsor and provide in-kind support for the 2018 Mother Goose Parade.

**BACKGROUND:**

In the past, the City Council has approved a contribution of in-kind services, and when funding allows, provided direct cash support to the Mother Goose Parade Association for the annual Mother Goose Parade. Last year, the City Council contributed \$20,000 to sponsor the parade.

The Mother Goose Parade Association requests \$20,000 from the City for sponsorship of its 72nd annual parade, which is scheduled Sunday, November 18, 2018. Additionally, they seek in-kind City support, which totaled approximately \$24,000 last year.

Over the last few years, the Mother Goose Parade has made notable changes and added elements to the parade with the goal of increasing participation from the community. Changes include an updated parade route and a starting time of 1:00 pm on the Sunday before Thanksgiving. This year they plan to repeat that schedule and route, as they felt it was very successful.

**FISCAL IMPACT:**

The City Council approved a \$20,000 contribution in the FY2018-19 Budget- Council Contingency (104000-8530) for the 2018 Mother Goose Parade.

Prepared By: Frank Carson, Director of Recreation

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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Attachments

MG Funding Request

ALWAYS THE SUNDAY



BEFORE THANKSGIVING!

Date: June 4, 2018

To: Mayor Wells, Councilmen Gary Kendrick, Bob McClellan, Steve Goble, and Ben Kalasho

Re: Mother Goose Parade

Dear Honorable Mayor Wells, Honorable Councilmen Gary Kendrick, Bob McClellan, Steve Goble and Ben Kalasho;

The Mother Goose Parade Association would like to invite the City of El Cajon to participate in the 2018 Mother Goose Parade as a "Mother Goose" Title Sponsor on Sunday November 18, 2018.

This year our theme is "The Sky's the Limit". The new leadership of the Mother Goose Parade Association has had great success the last two years. We will again have step off at 1pm. The parade route we have used over the last two years has worked very well and we would like to keep the same parade route. Over the last two years we have attracted tens of thousands of people to the parade and we achieved our goal of updating the parade and attracting children of all cultures and ages, while still keeping in the tradition of the Mother Goose Parade.

The Mother Goose Parade Association is fortunate to have a great partnerships with Ted X and the Cajon Valley School District. Ted X participated in the parade last year by sponsoring a chapter as well as providing volunteers. Cajon Valley School District helped to generate excitement for the parade attendees by announcing the parade to all students through their Chrome Book. We have also had the benefit of partnering with The Downtown El Cajon Business Partners. They have agreed to help us again this year with the management of the parade.

We are asking the City of El Cajon to sponsor the parade with a donation of \$20,000, plus providing street closures and the use of the El Cajon Police Officers, as we have graciously received in the past. This generous donation will enable us to continue to build on the parade in our successful new direction.

For this donation, the City of El Cajon emblem will be place on all advertising, media press releases, signs, banners, posters, etc. throughout the year, as well as being mentioned on any and all radio and television spots obtained by the Mother Goose Parade Association.

We appreciate your consideration of this proposal and hope the Mother Goose Parade Association can count on the City of El Cajon to continue giving the gift of the parade to the children of El Cajon for generations to come.

Thank you for your time and consideration,

A handwritten signature in black ink, appearing to read 'Daryl R. Priest', with a stylized, looping flourish at the end.

Daryl R. Priest  
President Mother Goose Parade 2018



City Council  
Agenda Report

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Aguirre, City Clerk  
**SUBJECT:** Staffing Changes in the City Clerk's Office

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**RECOMMENDATION:**

That the City Council:

1. Deletes the Secretary position; and
2. Adds an Administrative Secretary position.

**BACKGROUND:**

On June 24, 2018 the City Council adopted the 2018/19 Budget. However, upon review of the City Clerk's office, it has been determined that an Administrative Secretary would be a more efficient fit for the office to provide essential support for the City Clerk, and the Deputy City Clerk.

**FISCAL IMPACT:**

No additional appropriations are required at this time. Due to vacancy savings, the additional funds for the position upgrade are covered for the 2018/19 FY.

Prepared By: Angela Aguirre

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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## City Council Agenda Report

**Agenda Item 7.**

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Graham Mitchell, City Manager  
**SUBJECT:** License Agreement for Wireless Installation on Public Structures with Crown Castle NG West LLC

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### RECOMMENDATION:

That the City Council adopts a resolution authorizing a License Agreement for Wireless Installation on Public Structures with Crown Castle NG West LLC.

### BACKGROUND:

The network for mobile devices is shifting to a 5<sup>th</sup> generation system (5G network). The 5G network relies on small antenna fixtures affixed to streetlight poles to provide greater access to wireless broadband customers, rather than larger traditional cell towers. The City controls 1,843 street light poles throughout the City which are located in its public right-of-way. On April 10, 2018, the City Council approved a license agreement with New Cingular Wireless PCS, LLC to install small cell sites on streetlight poles in the public right-of-way.

Crown Castle NG West, LLC requests a license agreement to install small antenna facilities on City-owned streetlight poles. Relying on the approved license agreement, staff prepared an agreement with Crown Castle and presents it to the City Council for consideration. The proposed license agreement allows Crown Castle to install antennas on existing streetlight poles after obtaining a permit through the Community Development Department and following design standards identified in the license agreement.

In order to use the City's right-of-way, the proposed agreement requires Crown Castle 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 \$1,500 permit fee per application (up to 10 sites can be included per application);
3. Install, at Crown Castle expense, up to six strands of fiber optic lines in the right-of-way for the City's exclusive use; and
4. Meet design standards detailed in the proposed License Agreement.

The proposed license agreement excludes the use of the City's decorative streetlight poles located in the downtown area for an antenna facility. Also, there can only be one company's small cell antenna equipment per street light pole.

**FISCAL IMPACT:**

Crown Castle intends to install a minimum of eight antennas in the first year, generating up to \$10,000 in rental revenue and \$1,500 in permit fees. Both rental and permit revenue will be deposited in the General Fund.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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**Attachments**

License Agreement

Resolution

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

**BETWEEN**

**CROWN CASTLE NG WEST LLC**

---

**AND**

**CITY OF EL CAJON**

**EFFECTIVE DATE: JULY 11, 2018**

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**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 Crown Castle NG West LLC (“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.

“Effective Date” is the date that the final signatory executes the Agreement. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

“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.

## 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) As permitted under applicable law, 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. Fiber-Optic Cables. Licensee shall reserve either: (a) a minimum of four (4) strands of fiber or (b) six (6) strands where newly placed, throughout its entire network, even when placed independently of a small cell site, in the City's rights-of-way for the City's exclusive use as partial consideration paid to the City for this Master License. Licensee's fiber strands reserved to the City shall consist of a contiguous route or routes of dark fiber that create an infrastructure that can be used as a network and system to effectively transport broadband between points of connection throughout the City. Provided the City provide Licensee with two weeks' notice of any request for access or use, Licensee shall grant the City the right to use all related infrastructure to access, manage and maintain the fiber strands, including conduit, pull boxes, vaults, splice cases and other such things and network elements. Where deemed necessary by the City, Licensee will install separate hand holes (a 24" x 36" x 48" vault) for the City's individual use at the cost of \$1,200.00 per hand hole. The City shall have the right to splice the fibers to new or other fibers as it deems necessary; provided, however, that the City shall not unreasonably interfere with Licensee's fiber other related equipment. Such license shall be automatically effective upon Licensee's installation of any fiber-optic cables on the License Area, and Licensee shall designate and mark the four or six fiber strands in any conduit that serves the License Area for the City's use at the time it installs such fiber-optic cables. Licensee further agrees that, at the time this Master Agreement expires or terminates, Licensee shall transfer to the City title and ownership of any fiber strands that the City uses or desires to use by quitclaim or bill for sale at no cost to Licensee.

### **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 actual and reasonable 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 sixty (60) 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 or its equivalent 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 policies with 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

Indemnitees 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 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 Licensee Indemnitees 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 two (2) 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 ninety (90) 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 diligently to completion.



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):**

Crown Castle NG West LLC  
c/o Crown Castle 2000 Corporate Drive  
Canonsburg, PA 15137-8564  
Attn.: Ken Simon. General Counsel

**In each of the above cases with a copy sent to:**

Crown Castle NG West LLC  
c/o Crown Castle 2000 Corporate Drive  
Canonsburg, PA 15137-8564  
Attn.: SCN Contracts Management

**Contact Number for day to day operations:**

**Licensor:**   
**Licensee:** (888) 632-0931

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 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:

**CROWN CASTLE NG WEST LLC**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
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 or combination of antennas that will fit inside an enclosure that does not exceed 6 cubic feet in volume and not to exceed 36” in height
- 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 is preferred to be balanced on either side of the pole, not vertically stacked however, when one radio is proposed it can be enclosed within a single equipment enclosure mounted to the side of the pole
- 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.

### Integrated antenna and radio equipment:

- Up to 3 radio units with integrated antennas can be attached to one-side of the pole and below the top of the pole
- The integrated equipment shroud shall not exceed 8 cubic feet in volume

### Other:

- The Licensor does not require a “power shut off switch.”
- All new equipment on City poles is to be painted to match the pole.
- 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 except in those cases where power and fiber is aerial to the subject 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.

RESOLUTION NO.     -18

A RESOLUTION OF THE  
CITY COUNCIL OF THE CITY OF EL CAJON  
APPROVING A LICENSE AGREEMENT WITH  
CROWN CASTLE NG WEST, LLC,  
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 of El Cajon (the "City") controls 1,843 streetlight poles located in the public right-of-way throughout the City; and

WHEREAS, the network for mobile devices is shifting to a 5<sup>th</sup> generation system (5G network), which relies on small antenna fixtures affixed to existing structures such as streetlight poles to provide greater access to wireless broadband customers, rather than the larger traditional cell towers, and

WHEREAS, Crown Castle NG West, LLC ("Crown Castle") has requested approval of a license agreement to install small antenna facilities on certain City-owned streetlight poles; and

WHEREAS, the proposed license agreement (the "Agreement") would allow Crown Castle to install antennas on existing streetlight poles after obtaining a permit through the Community Development Department and following design standards identified in the proposed Agreement; and

WHEREAS, in exchange for use of the City's right-of-way, the proposed Agreement also requires Crown Castle 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 (10) sites can be included in each application); (3) install, at Crown Castle's expense, up to six strands of fiber optic lines in the right-of-way for the City's exclusive use; and (4) meet design standards detailed in the proposed Agreement; and

WHEREAS, the proposed Agreement excludes the use of the City's decorative streetlight poles located in the downtown area for an antenna facility, and only allows one company to install small cell antenna equipment per streetlight pole; and

WHEREAS, the City Council believes it to be in the City's best interests to enter into a license agreement with Crown Castle 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.

07/10/18 City Council Agenda

Approve Crown Castle License Agmt (small antenna facilities) 070318



**City Council  
Agenda Report**

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mayor Wells  
**SUBJECT:** Council Activity 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:

- June 27-29 - League of CA Cities Mayors & Councilmembers Executive Forum, Monterey
- June 30 - San Ysidro Health Care Gala
- June 30/July 1 - Shadow Mountain Church Celebrate America Events
- July 10 - 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 Council  
Agenda Report**

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:**  
**SUBJECT:** Legislative Report

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**RECOMMENDATION:**

Prepared By:  
Reviewed By: N/A  
Approved By: N/A

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**Attachments**

July 10, 2018 Legislative Report

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# LEGISLATIVE REPORT

BILL NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
SB 827	Wiener	<b>Planning and zoning: transit-rich housing bonus.</b> (Amended 3/1/18). It takes away local land use authority on housing projects near transit centers.	2/27/2018	Oppose	Senate	4/17/2018 – FAILED in Committee on Transportation & Housing.
SB 946	Lara	<b>Sidewalk Vendors: Would prohibit cities from enforcing rules that regulate or prohibit sidewalk vendors.</b> (Introduced: 1/29/2018)	2/27/2018	Oppose	Senate	4/18/2018 – passed in Committee on Local Government and sent to Senate.
AB 3119	Gonzalez Fletcher	<b>AB-3119 San Diego Unified Port District consolidation.</b> (Amended 3/22/18)	4/10/2018	Opposition Rescinded Based on Amendments	Assembly	4/2/2018 – Passed in Committee on Local Government



The Legislative Report tracks bills of the California Legislature that the El Cajon City Council/Housing Authority/Successor Agency to the Redevelopment Agency has voted to monitor/watch, support or oppose.



City Council  
Agenda Report

Agenda Item 10.

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mayor Pro Tem Kendrick  
**SUBJECT: MAYOR PRO TEM GARY KENDRICK**  
Heartland Communications JPA; Heartland Fire Training JPA.

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**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:

June 30 & July 1 - Shadow Mountain Celebrate America Services  
July 4 - City of El Cajon 4th of July at Kennedy Park  
July 10 - City Council Meeting(s)

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

Submitted By: Gary Kendrick, Mayor Pro Tem

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City Council  
Agenda Report

Agenda Item 11.

**DATE:** July 10, 2018

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Councilmember McClellan

**SUBJECT: COUNCILMEMBER BOB MCCLELLAN**

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

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**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:

June 30 & July 1 - Shadow Mountain Celebrate America Services

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

Submitted By: Bob McClellan, Councilmember

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City Council  
Agenda Report

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Councilmember Kalasho  
**SUBJECT: COUNCILMEMBER BEN KALASHO**  
East County Economic Development Council – Alternate; METRO  
Commission/Wastewater JPA; Indian Gaming Local Community Benefit  
Committee – Alternate.

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**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:

June 30 - Shadow Mountain "Honoring America"  
July 10 - City Council Meeting(s)

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

Submitted By: Ben Kalasho, Councilmember

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City Council  
Agenda Report

**DATE:** July 10, 2018

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Councilmember Goble

**SUBJECT: 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.

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**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:

- June 26 - Chamber Government Affairs Meeting
- June 28 - ACES Fundraiser
- June 29 - L. Camacho re: Bees
- June 30 & July 1 - Shadow Mountain Celebrate America Events
- July 4 - Kennedy Park 4th of July
- July 6 - Meeting with Republic Services
- July 10 - City Council Meeting(s)

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

Submitted By: Steve Goble, Councilmember

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City Council  
Agenda Report

**DATE:** July 10, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Jeff Davis, Chief of Police  
**SUBJECT:** May 2018 Donations to the El Cajon Animal Shelter

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**RECOMMENDATION:**

In accordance with City Council Policy B-2, staff informs the City Council about receiving donations for the El Cajon Animal Shelter. In May 2018, the City received the following donations:

\$250 from Connie Garrett of Camp Bow Wow & Behavior Buddies of El Cajon  
\$250 from Jasmin Rodriguez

The funds will be deposited for use at the Animal Shelter.

Prepared By: Captain Mike Moulton  
Reviewed By: Jeff Davis, Police Chief  
Approved By: Graham Mitchell, City Manager

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Attachments

Donation

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# CITY OF EL CAJON



## POLICE DEPARTMENT

### MEMORANDUM

**DATE:** Monday June 11, 2018

**TO:** CHIEF JEFF DAVIS  
POLICE ADMINISTRATION DIVISION

**FROM:** SUPPORT CAPTAIN MICHAEL MOULTON  
POLICE ADMINISTRATION DIVISION

**SUBJECT:** MAY 2018 DONATIONS TO THE EL CAJON ANIMAL SHELTER

A handwritten signature in blue ink, appearing to be "J. Davis", is written to the right of the "TO:" field.

In accordance with City Council Policy B-2, I am writing to let you know that we have received the following donations from:

**5/03/18**      **Camp Bow Wow & Behavior Buddies of El Cajon**



**Owner: Connie Garrett**

**\$250.00**

**5/23/18**      **Jasmin Rodriguez**



**\$250.00**