



CITY COUNCIL
HOUSING AUTHORITY AND
SUCCESSOR AGENCY TO THE EL CAJON
REDEVELOPMENT AGENCY

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda OCTOBER 23, 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
Vince DiMaggio, Assistant 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 October 9, 2018, Meetings and the Agenda of the October 23, 2018, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

Presentation: HauntFest 2018

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 to the El Cajon Redevelopment Agency approves Minutes of the October 9, 2018, Meetings 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. Award of Bid No. 011-19 - Mobile Lavatory Facilities

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order to award the bid to the sole responsive, responsible bidder, United Site Services of California, Inc. in the amount of \$18,500 for the initial one-year term, with four optional one-year terms.

5. San Diego Gas and Electric (SDG&E) Power Your Drive Electric Vehicle Charging Program

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order, to:

1. Approve the Power Your Drive project;
2. Authorize the City Manager to execute all documents on behalf of the City of El Cajon, substantially in the forms as presented to the City Council, with such changes as may be approved by the City Manager; and
3. Authorize recording of the easement.

6. Award of RFP No. 016-19 - Veterinarian Services Re-Bid

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order to enter into an agreement for veterinarian services with Leash Ends, Inc., for a one-year term in the not-to-exceed amount of \$60,000, with options to renew for up to four additional one-year terms.

7. Purchase of Litter and Recycling Receptacles

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order authorizing the Purchasing Agent, in accordance with Municipal Code 3.20.010(C)(5), to execute a purchase agreement with Canterbury Designs of Ohio, LLC for recycling and trash receptacles in an amount of \$172,334.00.

8. Award of RFP No 012-19, Cajon Valley Union School District - Safe Routes to School - Active Transportation Project - Phase 2

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order to:

1. Find WalkSanDiego dba Circulate Planning non-responsive for the reason set forth in this agenda report; and
2. Enter into an agreement for the preparation of a Safe Routes to School program with Rady Children's Hospital – San Diego in the not-to-exceed amount of \$449,999.83 for a two-year period.

9. Acceptance of Public Improvements - Tentative Subdivision Map (TSM) 639; 488 Graves Avenue; Engineering Job No. 3107

RECOMMENDATION:

That the City Council accepts the improvements and authorizes the City Clerk to release the security guaranteeing the improvements in accordance with the subdivision agreement and require the developer to maintain insurance in force until the release of all bonds for the project.

10. RunEC Half-Marathon - Special Event Request for Support

RECOMMENDATION:

That the City Council support RunEC by providing a \$20,000 donation and in-kind City services for the 2019 St. Patrick's Day Half-Marathon/5K.

11. Authorization to Use the Public Right-of-Way for the Holiday Lights on Main Event

RECOMMENDATION:

That the City Council reviews and approves the submitted road closures and traffic control plan for the Holiday Lights on Main.

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:

12. Resolution to Declare a Shelter Crisis

RECOMMENDATION:

That the City Council adopts a RESOLUTION declaring a shelter crisis as a requirement to apply for Homeless Emergency Aid Program funding.

13. Term Sheet for the Potential Agreement Implementing the East County Advanced Water Purification Project.

RECOMMENDATION:

That the City Council approves the Final Term Sheet for the East County Water Purification Project.

14. Request for Indemnification – Councilmember Ben Kalasho (Lane v. Kalasho)

RECOMMENDATION:

Consider whether the City should reimburse Councilmember Kalasho the amount of \$1,500.00, and under what terms and conditions, if any, should apply to the City's commitment of indemnification.

COMMISSION REPORTS:

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

SANDAG (San Diego Association of Governments); SANDAG Public Relations Selection Committee; League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; LAFCO.

15. Council Activity Report

16. Legislative Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

17. **MAYOR PRO TEM GARY KENDRICK**

METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.

18. **COUNCILMEMBER BOB MCCLELLAN**

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

19. **COUNCILMEMBER BEN KALASHO**

20. **COUNCILMEMBER STEVE GOBLE**

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

JOINT COUNCILMEMBER REPORTS:

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

21. Emerald Zone Reclassification

RECOMMENDATION:

That Mayor Wells request the City Clerk to recite the title.

An Ordinance Rezoning Property located on the West side of Emerald Avenue between Chamberlain and West Washington Avenues, from the RM-4300 (Residential, Multi-Family, 4,300 square feet) Zone to the RM-2200 (Residential, Multi-Family, 2,200 square feet) Zone; APN: 487-544-61; General Plan Designation: Medium Density Residential (MR).

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 23rd day of October 2018, is adjourned to Tuesday, November 13, 2018, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: October 23, 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

RECOMMENDATION:

That the City Council/Housing Authority/Successor to the El Cajon Redevelopment Agency approves Minutes of the October 9, 2018, Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

10-09-18 draft minutes - 3 pm

10-09-18 draft minutes - 7 pm

DRAFT

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



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

October 9, 2018

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, October 9, 2018, was called to order by Mayor/Chair Bill Wells at 3:04 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

ROLL CALL

Councilmembers present:

Councilmembers absent:

Mayor Pro Tem/Vice Chair present:

Mayor/Chair present:

Other Officers present:

Goble and Kalasho

McClellan

Kendrick

Wells

DiMaggio, Assistant City Manager

Foley, City Attorney/General Counsel

Aguirre, City Clerk/Secretary

Mitchell, City Manager/Executive Director

Other Officer(s) absent:

Mayor Wells invited Senator Joel Anderson to lead the PLEDGE OF ALLEGIANCE TO THE FLAG and MOMENT OF SILENCE. (The Courts have concluded that sectarian prayer, as part of City Council Meetings is not permitted under the Constitution).

POSTINGS: The City Clerk posted Orders of Adjournment of the September 25, 2018, Meeting and the Agenda of the October 9, 2018, Meetings in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

PRESENTATIONS:

Presentation: Senator Joel Anderson

Proclamation: Community Planning Month

Presentation: All Fore R.E.C. Campaign

AGENDA CHANGES: None

CONSENT ITEMS: (1 – 7)

MOTION BY WELLS, SECOND BY KENDRICK to APPROVE Consent Items 1 to 7.

MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT (McCLELLAN – Absent).

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

Approves Minutes of the September 25, 2018, Meeting 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 waives the reading in full of all Ordinances on the Agenda.

CONSENT ITEMS: (Continued)

4. First Amendment to the Lease Agreement with the County of San Diego for City Hall Sixth Floor Office Space

Adopts Resolution No. 096-18, approving the First Amendment to the Lease Agreement with the County of San Diego for office space on the sixth floor of City Hall.

5. 2019 Calendar of Meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency

Reviews the proposed 2019 calendar of meetings for the City Council/Housing Authority and Successor Agency to the Former Redevelopment Agency, makes appropriate modifications, or accepts as presented.

6. Stoney's Neighborhood Park Improvements Project Acceptance

1. Accepts the Stoney's Neighborhood Park Improvements project, PK3582, Bid No. 007-18; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

7. Installation, Maintenance, and Monitoring of Fire Alarm Systems

Adopts Resolution No. 097-18, authorizing the Purchasing Agent, in accordance with Municipal Code 3.20.010(C)(6), to execute an agreement with Progressive Technology Security Systems, Inc. for fire alarm system installation, maintenance, and monitoring services in the estimated amount of \$55,000 for the initial year, with four optional one-year terms.

Remainder of page intentionally left blank.

PUBLIC COMMENT:

Sunshine Horton discussed her new elf outfit, and spoke about the act of selfless service.

Dolores Landers expressed her concerns involving a tenant at a home located on Hillsvie Drive, who has an excessive amounts of vehicles and continuously parks in a No-Parking zone, in violation of Title 17. She provided pictures to Council and asked for a visit from the Code Enforcement department.

In response to Ms. Landers' concern, **Mayor Wells** advised that **Assistant City Manager DiMaggio**, will review the information provided, and consider a solution for the problem.

Carol Sheehan spoke in support of **Councilmember Kalasho**.

Jim Cirigliano shared an update regarding the ongoing rent mediation process. He stated that a meeting will take place with City staff on November 9, 2018, to discuss the next steps to be taken. Mr. Cirigliano spoke about Villa Novia's support and contributions to various electoral campaigns. He expressed his support for **Councilmember Kalasho** and **Mr. Scalzitti for Mayor**.

Eric Durden spoke of the negativity involving the upcoming election. Mr. Durden stated he sees campaign signs being crossed out and on the ground, news articles slandering opponents, he added he would rather hear about the real issues and what they are doing that is positive for the City.

When Mr. Durden asked for answers from the candidates, **City Attorney Foley**, advised that the candidates cannot campaign during the Council Meetings.

Andrew Raclin stated he is disturbed by the litter left behind from campaign materials and signs being defaced. He added that this devalues businesses and properties in the City.

Bonnie Price stated that she is disturbed by certain councilmembers who take money from people, engage in immoral acts, and are working against victims who are close to losing their home.

Jaime Freitas discussed crisis issues with the police department such as not having enough staff, staff transferring out to other agencies, and officers being over worked. Mr. Freitas suggested that the City makes a conscious effort to pay uniformed personnel the money they deserve so citizens receive better service.

PUBLIC COMMENT: (Continued)

Denice Riddle spoke about her mother, who was mugged at a local laundromat. She added that Wells Park and the City are no longer safe. Ms. Riddle asked Council to take care of the citizens and stop driving away our uniformed personnel. She stated that she has participated in several town hall events but the situation has not improved.

WRITTEN COMMUNICATIONS: None

PUBLIC HEARINGS: None

ADMINISTRATIVE REPORTS:

8. Grant Agreement with Crisis House for the Provision of Homeless Services (El Cajon Housing Connections Program)

RECOMMENDATION:

That the City Council, acting as the El Cajon Housing Authority, approves a one-year extension to the grant agreement with Crisis House to fund a Housing Navigator and for distribution of Housing Assistance funds.

DISCUSSION

Assistant City Manager DiMaggio, provided information of the Item.

Mayor Wells opened the public hearing.

No one came forward to speak.

Discussion ensued among **Council** and **Staff** concerning the following:

- A meeting with Board of Supervisors to advocate for the residents of El Cajon;
- The need for more resource to help the homeless situation;
- The success with permanent housing assistance, and the ongoing challenges with homelessness; and
- The use of more Psychiatric Emergency Response Team (PERT) personnel.

MOTION BY GOBLE, SECOND BY KENDRICK, to APPROVE a one-year extension to the grant agreement with Crisis House to fund a Housing Navigator and for distribution of Housing Assistance funds.

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT
(McCLELLAN – Absent.)**

COMMISSION REPORTS: None

ACTIVITIES REPORTS/COMMENTS OF MAYOR WELLS:

SANDAG (San Diego Association of Governments); SANDAG Public Relations Selection Committee; League of California Cities, San Diego Division; Heartland Fire Training JPA – Alternate; LAFCO.

9. Council Activities Report/Comments

Report as stated.

10. Legislative Update – As Submitted.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

11. MAYOR PRO TEM GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.

Council Activities Report/Comments.

Report as stated.

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

Council Activities Report/Comments.

Report as submitted.

13. COUNCILMEMBER BEN KALASHO

Report as stated.

Councilmember Kalasho thanked citizens in attendance, who came out to share their concerns.

ACTIVITIES REPORTS OF COUNCILMEMBERS: (Continued)

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

Council Activities Report/Comments.

In addition to the submitted report, Councilmember Goble stated he met with County Board of Supervisors on October 9, 2018.

JOINT COUNCILMEMBER REPORTS: None

GENERAL INFORMATION ITEMS FOR DISCUSSION:

15. Tree Donation from Business Printing Company (BPC)

RECOMMENDATION:

In accordance with City Council Policy B-2, staff informs the City Council about receiving the following donation for the City of El Cajon in the month of October. Business Printing Company (BPC) - 30 trees to be donated and planted at Hillside Park, valued at \$1,706.

ORDINANCES: FIRST READING – None

ORDINANCES: SECOND READING AND ADOPTION – None

CLOSED SESSIONS:

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

16. Closed Session - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 - Christine Greer vs. City of El Cajon, et al., San Diego Superior Court Case No. 37-2016-00027133-CU-OE-CTL

CLOSED SESSIONS: (Continued)

MOTION BY WELLS, SECOND BY KENDRICK, to ADJOURN to Closed Session at 3:55 p.m.

**MOTION CARRIED BY UNANIMOUS VOTE OF THOSE PRESENT
(McCLELLAN – Absent).**

RECONVENE TO OPEN SESSION AT 4:18 PM.

City Attorney Foley reported the following actions:

16. City Council gave direction to Legal Counsel.

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 9th day of October, 2018, at 4:18 p.m., to Tuesday, October 9, 2018, at 7:00 p.m.

D R A F T

Angela Aguirre
City Clerk/Secretary

DRAFT

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



MINUTES

CITY OF EL CAJON EL CAJON, CALIFORNIA

October 9, 2018

An Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, October 9, 2018, was called to order by Mayor/Chair Bill Wells at 7:09 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California. This meeting was adjourned from the Adjourned Regular Joint Meeting held at 3:00 p.m., Tuesday, October 9, 2018, by order of the City Council and Redevelopment Agency.

ROLL CALL

Councilmembers present:

Goble and Kalasho

Councilmembers absent:

McClellan

Mayor Pro Tem/Vice Chair present:

Kendrick

Mayor/Chair present:

Wells

Other Officers present:

DiMaggio, Assistant City Manager

Foley, City Attorney/General Counsel

Aguirre, City Clerk/Secretary

Other Officer(s) absent:

Mitchell, City Manager/Executive Director

Mayor Wells invited Mayor Pro Tem Kendrick, to lead the PLEDGE OF ALLEGIANCE TO THE FLAG and MOMENT OF SILENCE. (The Courts have concluded that sectarian prayer, as part of City Council Meetings is not permitted under the Constitution).

AGENDA CHANGES: None

PUBLIC COMMENT:

Jack Leary spoke about the traffic problem with the Starbucks' driveway entrance into the area of Speedy Cash, at Broadway and brought pictures for Council's review. Mr. Leary suggested the city designates a separate lane for those going into Starbucks.

In response to Mr. Leary's concern, **Assistant City Manager DiMaggio** stated he will review the situation and contact Mr. Leary.

Councilmember Kalasho agrees with Mr. Leary's concern, and suggested an order station that is set further back to prevent the traffic congestion.

Frank Carson shared about the 7th Annual, HauntFest Event on October 19, 2018.

PUBLIC HEARINGS:

100. Emerald Zone Reclassification

RECOMMENDATION: That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes public hearing;
3. Moves to INTRODUCE the next ORDINANCE in order APPROVING Zone Reclassification No. 2329.

DISCUSSION

Directory of Community Development, Anthony Shute, provided detailed information of the Item.

Discussion ensued among **Council** and **Staff** concerning the following:

- Differences between RM 4300 and RM 2200 zoning;
- Correction was made to reflect the location as being on the west side of Emerald Avenue.

Mayor Wells opened the Public Hearing.

No one came forward to speak.

PUBLIC HEARINGS: (100 Continued)

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

**MOTION CARRIED BY A UNANIMOUS VOTE OF THOSE PRESENT
(McCLELLAN – Absent).**

MOTION BY GOBLE, SECOND BY KENDRICK, to APPROVE the Planning Commission’s action and introduce next ORDINANCE in order APPROVING Zone Reclassification No. 2329.

**MOTION CARRIED BY A UNANIMOUS VOTE OF THOSE PRESENT
(McCLELLAN – Absent).**

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

AN ORDINANCE REZONING PROPERTY LOCATED ON THE WEST SIDE OF EMERALD AVENUE BETWEEN CHAMBERLAIN AND WEST WASHINGTON AVENUES, FROM THE RM-4300 (RESIDENTIAL, MULTI-FAMILY, 4,300 SQUARE FEET) ZONE TO THE RM-2200 (RESIDENTIAL, MULTI-FAMILY, 2,200 SQUARE FEET) ZONE; APN: 487-544-61; GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MR)

Adjournment: Mayor Wells adjourned the Adjourned Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 9th day of October, 2018, at 7:30 p.m., to Tuesday, October 23, 2018, at 3:00 p.m.

Angela Aguirre
City Clerk/Secretary



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Award of Bid No. 011-19 - Mobile Lavatory Facilities

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order to award the bid to the sole responsive, responsible bidder, United Site Services of California, Inc. in the amount of \$18,500 for the initial one-year term, with four optional one-year terms.

BACKGROUND:

The intent of this bid is to provide an annual contract for portable restroom and sink rentals for City events and facilities. The procurement of mobile lavatory facilities was advertised on September 10, 2018. One response was received and opened at 2:00 p.m. on September 27, 2018.

The bid was evaluated based on unit pricing for rental equipment for City events and facilities. The actual quantities and items will vary throughout the term of the contract as needs dictate. The bid includes an option to renew the contract for four optional one-year terms. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

The Purchasing Division recommends award of the bid to the sole responsive, responsible bidder, United Site Services of California, Inc., in the amount of \$18,500. The complete proposal is on file in the Purchasing Division.

FISCAL IMPACT:

The initial fiscal impact of this agreement is \$18,500. Sufficient funds are available in the Fiscal Year 2018-19 Annual Budget Citywide Special Events (103000), Police Department Operations (130120), and Public Works Capital Improvement Projects (505000). Subsequent 4-year maintenance and monitoring costs are estimated to total \$82,051.

Prepared By: Nahid Razi, Purchasing Agent
Reviewed By: N/A
Approved By: Graham Mitchell, City Manager

Attachments

Resolution

RESOLUTION NO. -18

RESOLUTION AWARDING BID FOR
MOBILE LAVATORY FACILITIES
(Bid No. 011-19)

WHEREAS, the Mobile Lavatory Facilities project (the "Project") to provide portable restroom and sink rentals for City of El Cajon ("City") events and facilities was advertised on PlanetBids on September 10, 2018; and

WHEREAS, one (1) response was received and opened at 2:00 p.m. on September 27, 2018; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Recreation, recommends award of the bid to the sole responsive, responsible bidder; and

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

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

1. The City Council hereby finds the foregoing recitals to be true and correct, and are the findings of the City Council.

2. The City Council does hereby reject all other bids and proposals except that herein mentioned, and awards the bid for the Project to:

United Site Services of California, Inc.

in the amount of \$18,500.00.

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



City Council Agenda Report

Agenda Item 5.

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: San Diego Gas and Electric (SDG&E) Power Your Drive Electric Vehicle Charging Program

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order, to:

1. Approve the Power Your Drive project;
2. Authorize the City Manager to execute all documents on behalf of the City of El Cajon, substantially in the forms as presented to the City Council, with such changes as may be approved by the City Manager; and
3. Authorize recording of the easement.

BACKGROUND:

SDG&E's Power Your Drive is a pilot program authorized by the California Public Utilities Commission (CPUC) that allows SDG&E to install 3,500 electric vehicle (EV) charging stations across their service area in apartments, condos, and businesses. The City was previously awarded 16 EV charging stations in the P2 level of the Police Department parking structure. This location is currently under construction and will be completed this month. The City submitted an additional application to install EV charging stations at the Public Works yard.

The Public Works yard location has been successfully selected to also participate in SDG&E's Power Your Drive EV charging program. The EV charging program will provide the planning, engineering, and construction to install charging stations for eight parking spaces in the employee and fleet parking lots of the Public Works yard located at 1050 Vernon Way. The program entails granting of an easement to construct and maintain the Power Your Drive facility for ten years. After ten years from the date the Power Your Drive facility is installed, the City may request SDG&E to remove the facility and quitclaim the easement.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") according to section 15301 (Class 1) (a) of the CEQA Guidelines. Section 15301 (Class 1) (a) provides an exemption for existing facilities' interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances.

FISCAL IMPACT:

This is no cost to the City for the planning, engineering, construction, and maintenance of the Power Your Drive facility. Staff anticipates an annual cost of approximately \$2,000 for the electricity consumed to charge vehicles. Sufficient General Funds are available in current Fiscal Year 2018-2019 Facilities Operations Budget Activity (123000).

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

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Easement

Site Design Layout

Resolution

Recording Requested by
San Diego Gas & Electric Company

When recorded, mail to:

San Diego Gas & Electric Company
8335 Century Park Court
Attn: Real Estate Records – CP12A

SPACE ABOVE FOR RECORDER'S USE

Project No.: -
Const. No.: -
A.P.N. No.: 482-131-16
SR No.: 412564

Transfer Tax None
SAN DIEGO GAS & ELECTRIC COMPANY

RW 370125

EASEMENT

CITY OF EL CAJON, A CALIFORNIA CHARTER CITY AND MUNICIPAL CORPORATION, (Grantor), grants to SAN DIEGO GAS & ELECTRIC COMPANY, a corporation (Grantee), an easement and right of way in, upon, over, under and across the lands hereinafter described, to erect, construct, change the size of, improve, reconstruct, relocate, repair, maintain, and use facilities consisting of ("Facilities"):

1. Underground facilities, together with aboveground structures consisting of, but not limited to, pad-mounted electrical equipment, and eight (8) electric vehicle charging stations ("EV Stations"), and all appurtenances for the distribution of electricity to the Facilities.
2. Communication facilities, and appurtenances, which can include, Supervisory Control and Data Acquisition (SCADA)

The Facilities will be installed at such locations and elevations upon, along, over and under the hereinafter described easement as Grantee may now or hereafter deem convenient or necessary. Grantee also has the right of ingress and egress, to, from and along this easement in, upon, over and across the hereinafter described lands. Grantee further has the right, but not the duty to clear and keep this easement clear from explosives, buildings, structures and materials.

The property in which this easement and right of way is hereby granted is situated in the County of San Diego, State of California described as follows:

That portion of Block 30 & 31 of Fletcher Hills No. 2, according to Map thereof NO. 2122, filed in the Office of the County Recorder of said County of San Diego, more particularly described in Parcel "C" of a Deed recorded May 12, 1999 at Document No. 1999-0323414 of Official Records of said County of San Diego.

The easement in the aforesaid property shall be those strips of land, including all of the area lying between the exterior sidelines, which sidelines shall be three (3) feet, measured at right angles, on each exterior side of all Facilities installed within said property on or before **December 31, 2019**.

Upon the installation of said Grantee's Facilities, Grantor may survey the location of said installed Facilities as an "as-built" drawing(s) and prepare a metes and bounds or "center line" description(s) of the actual location of said facilities. Grantee shall then prepare and record in the Office of the County Recorder of the County of San Diego, an "Amendment to Easement", using said "as-built" drawing(s) and metes and bounds description(s) as a substitute and replacement to the "blanket" easement description contained in this easement.

It is understood and agreed by Grantor, and its successors-in-interest, that its interest shall be subordinate to the substituted easement description as if the substituted easement description was fully set forth at the time of this grant.

In order to provide adequate working space for Grantee, Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed any building or other structure, deposit any materials, plant any trees and/or shrubs or change ground elevation within eight (8) feet of the front of the door or hinged opening of any above ground Facility (other than the EV Station) and within three (3) feet of the EV Station installed within this easement.

Grantor shall provide at all times, a delineated space surrounding each EV Station, so that each EV Station may be accessed and used by an electric vehicle for charging. Four (4) spaces shall be marked for electric vehicles only; and shall be used only while such vehicles are being charged. The remaining four (4) shall be marked for electric vehicles only, however, such vehicles do not have to be actively charging.

Grantor grants to Grantee the right to erect and maintain on Grantor's property immediately adjacent to this easement retaining walls and/or protective barricades as may be necessary for Grantee's purposes.

Grantor shall not erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, plant any tree, drill or dig, within this easement.

Grantor shall not increase or decrease the ground surface elevations within this easement after installation of Grantee's Facilities, without prior written consent of Grantee.

Grantee shall have the right but not the duty, to trim or remove trees and brush along or adjacent to this easement and remove roots from within this easement whenever Grantee deems it necessary. Said right shall not relieve Grantor of the duty as owner to trim or remove trees and brush to prevent danger or hazard to property or persons.

CONDUITS CARRY HIGH VOLTAGE ELECTRICAL CONDUCTORS, therefore Grantor shall not make or allow any excavation or fill to be made within this easement WITHOUT FIRST NOTIFYING SAN DIEGO GAS & ELECTRIC COMPANY BY CALLING (619) 696-2000, and OBTAINING PERMISSION.

This easement shall be binding upon and inure to the benefit of successors, heirs, executors, administrators, permittees, licensees, agents or assigns of Grantor and Grantee.

Upon Grantor and Grantee's mutual agreement, at both parties' sole discretion, Grantee shall furnish Grantor a good and sufficient Quitclaim Deed to Grantor of all of Grantee's right, title and interest in and to the easement. Additionally, after ten (10) years from the date that the EV Station is installed, Grantor may send Grantee notice that it would like Grantee to remove the EV Station. After such EV Station is removed by Grantee, Grantee shall furnish Grantor a good and sufficient Quitclaim Deed to Grantor of all of Grantee's right, title and interest in and to the easement.

IN WITNESS WHEREOF, Grantor executed this instrument this _____ day of _____, 20____.

CITY OF EL CAJON,
A CALIFORNIA CHARTER CITY AND MUNICIPAL CORPORATION

By: _____

Name: _____

Title: _____

Drawn: NCornell

Checked: _____

Date: 10/11/18

Site No: WP180122

Site Name: City of El Cajon

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF _____

On _____, before me _____,
(name, title of officer)

personally appeared _____,

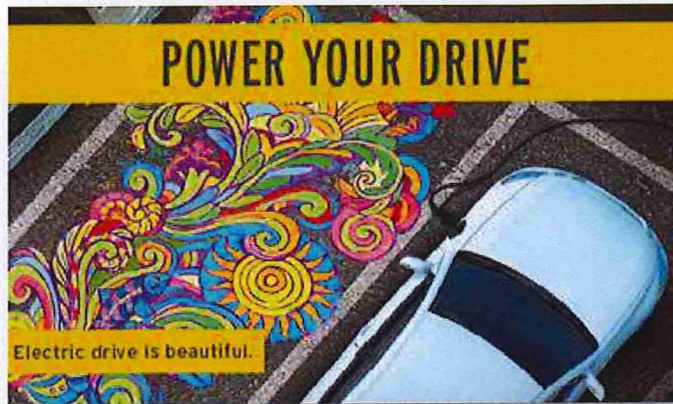
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(Signature of Notary Public)

(Notary Seal)



Site Design Layout
For
City of El Cajon Public Works Yard

WP180122
1050 Vernon Way, El Cajon, CA 92020

Prepared for:



Prepared by:



October 8, 2018

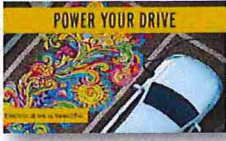
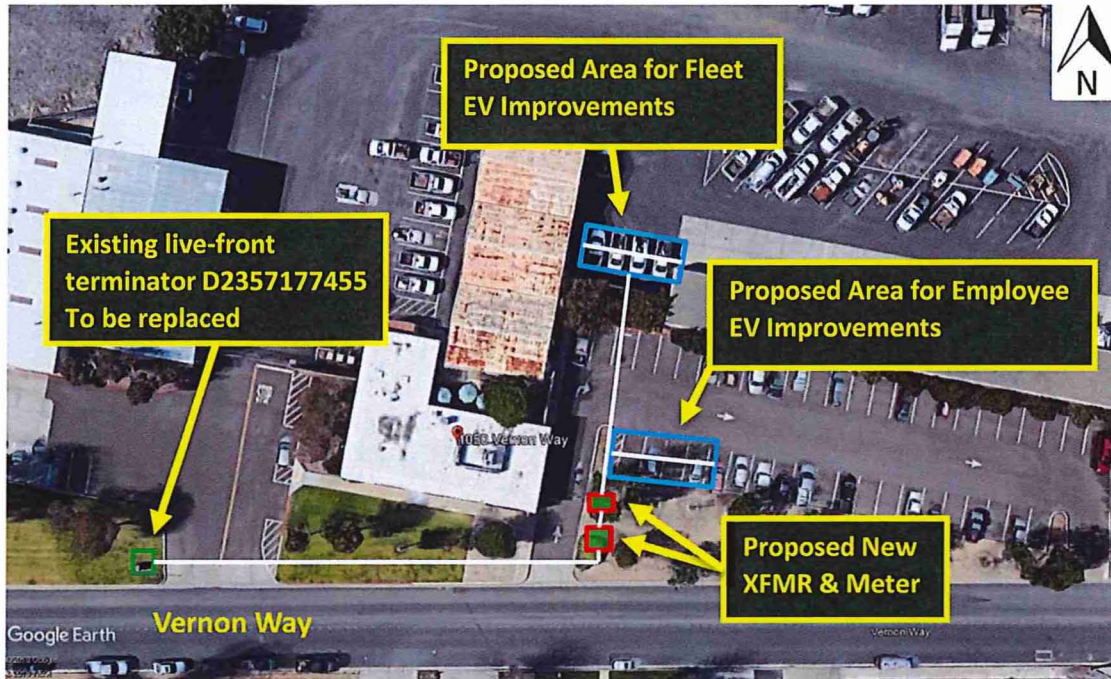


Table of Contents

<u>Sheet Title</u>	<u>Page #</u>
Site Map	1
Site Design	2
Customer Acceptance Page	3
Charging Station Options	4
Owner Authorized Agent (OAA) Form	5
Rate Options	6

Site Map



Design Summary:

8 New EV Stalls (1 Van ADA + 3 Employee + 4 Fleet)
0 Stalls Lost
4 New EV Chargers:
• Bollard Type SINGLE = 0, DUAL = 2
• Wall Mount SINGLE = 0, DUAL = 2
1 New 400 Amp Meter
1 New 50 KVA HTS, 240/120 XFMR
424'+/- Trenching



Customer Acceptance Page

By signing below, Customer agrees to the basic design layout of Electric Vehicle charging stations including all equipment, number of stalls and stall locations, and the locations of the proposed meter and step-down transformer (if required), as shown on the subsequent pages of this document.

Customer Approval allows SDG&E to move forward with Final Engineering and begin planning for the next earliest date to start construction on this site.

Customer Approval:

Date:

Dirk Epperson

Name (Printed)

10/11/2018

Name (Signature)

Power Your Drive Charging Station Options

Power Your Drive has two equipment options available for participating sites. Any additional services you wish to purchase from the charging station vendor will not be covered by the program. Example of supplemental services include: a fleet management system for electric fleet cars; a general parking management system that alerts the next driver as to when a charger is available; or a load management system that can assist those properties that choose the “Rate to Host” billing option.

For more information on the available chargers approved for Power Your Drive please visit <https://www.sdge.com/clean-energy/electric-vehicles/power-your-drive-charging-station>

Please select from one of the options below when reviewing your design concept.

Option A

Chargepoint

Terry Favish
Account Executive
619-993-3653

terry.favish@chargepoint.com

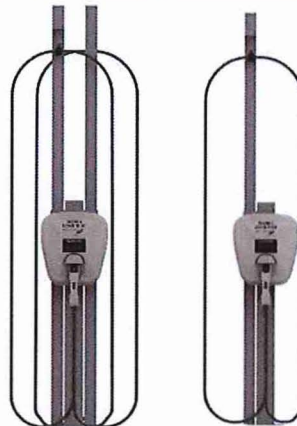


Option B

Greenlots + Siemens

Kevin McGovern
Account Executive
619-820-2692

kmcgovern@greenlots.com



X 

X _____

Monday, October 8, 2018

Site ID#: WP180122 – City of El Cajon Pub Works Yard

Owner Authorized Agent Form

I, DIRK EPPERSON, hereby authorize San Diego Gas & Electric to act as my agent in all documents / forms as it relates to obtaining Agency permits for the installation of Electrical Vehicle Charging Systems at the property listed below.

Property Address:

1050 Vernon Way

El Cajon, CA 92020

Agent Name, Address & Telephone Number:

Jonathan Rowland (NV5, 858-385-2297)

15092 Avenue of Science, Suite 200, San Diego, CA 92128

Property Owner Name, Address, & Telephone Number:

DIRK EPPERSON (CITY OF EL CAJON)

200 CIVIC CENTER WAY

EL CAJON, CA 92020 (619) 441-1653

Signature:



Date:

10/11/18

Monday, October 8, 2018

Rate Options

Our team is available to answer any question you have about which of our two rates might be the best for you. You should also discuss this rate with the charging station vendors available to you, as they may have additional services dedicated to one of the rates.

Driver Pays or Rate-to-Driver

On this rate your employees pay for the amount of electricity they use to charge their car, and the charges appear on their own residential SDG&E bill. Therefore, the property is not billed for electricity.

Drivers can select a maximum price per kilowatt hour they are willing to pay. The charging station turns off when the price goes above that number, and turns back on when it drops below that number. The cost is higher during the grid's peak times (like hot summer afternoons), and lower during grid-friendly times (like during the winter, or summer mornings).

If one of your drivers doesn't already have an SDG&E account – because maybe they live outside of SDG&E's territory, or maybe their name is not on the bill – that's no problem. They can easily sign up online for a Power Your Drive account.

Property Pays or Rate-to-Host

On this rate, the property pays SDG&E for the electricity used by the charging stations. There are a couple reasons you might consider this. You may want to offer free EV charging as an amenity to your employees. Or, your charging station vendor may offer a profit-sharing service, where the driver pays the vendor and then shares profits with you.

In either case, for this rate a load management plan is required. This is because the driver does not receive price signals, and therefore is not incentivized to charge during grid-friendly times – and not charge during peak times. We leave it to you to decide the type of load management system best for you, and ask you to send us your plan. Some load management options might be that you'll power chargers to 50% on peak days, or you've worked with your charging station vendor to power them down for you. It is up to you.

X.  _____

Date: 10/11/18

RESOLUTION NO. -18

A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF EL CAJON
APPROVING THE SAN DIEGO GAS & ELECTRIC
POWER YOUR DRIVE ELECTRIC VEHICLE CHARGING PROGRAM

WHEREAS, the San Diego Gas & Electric ("SDG&E") Power Your Drive authorizes SDG&E to install 3,500 electric vehicle ("EV") charging stations across their service area in apartments, condos, and businesses (the "Program"); and

WHEREAS, the City of El Cajon (the "City") was previously awarded sixteen (16) EV charging stations in the P2 level of the City's employee parking structure; and

WHEREAS, the City has received approval of an additional application to install EV charging stations at the Public Works yard located at 1050 Vernon Way (the "Site"), which will provide resources for the planning, engineering, construction, and installation of charging stations (the "Facility") for eight (8) parking spaces in the employee and fleet parking lots located at the Site; and

WHEREAS, the Program requires the City to grant an easement to SDG&E to construct and maintain the Facility for ten (10) years, and after ten (10) years from the date the is installed, the City may request SDG&E to remove the facility and quitclaim the easement; and

WHEREAS, the Program makes available two (2) billing options for the electricity consumed to charge the vehicles: the first, in which the drivers pay (the "Driver Pays Option"), and the second, in which the property owner pays (the "Property Pays Option"); and

WHEREAS, the billing option recommended by staff is the Property Pays Option at an estimated annual cost of \$2,000; and

WHEREAS, the Property Pays billing option will be an added benefit for employees and will promote sustainability by demonstrating the City's commitment to clean air, and will support the City's pending climate action plan; and

WHEREAS, the City may change the billing option after a minimum of twelve (12) months by providing notice to SDG&E and to participating EV drivers and users of the Power Your Drive facilities; and

WHEREAS, the proposed project is categorically exempt from the provisions of the California Environmental Quality Act ("CEQA") according to section 15301 (Class 1) (a) of the CEQA Guidelines, which provides an exemption for existing facilities interior or exterior alternations involving such things as interior partitions, plumbing, and electrical conveyances.

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 City's participation in the SDG&E Power Your Drive Program for the planning, engineering, and construction to install charging stations for eight (8) parking spaces in the employee and fleet parking lots of the Public Works yard located at the Site.

3. The City Council hereby further approves the selection of the Property Owner Pays option, at an estimated annual cost of \$2,000, for the use of the Program at the Site until such time as the City Manager determines, in his or her sole discretion and after providing all necessary notice to participating EV drivers and to SDG&E, to convert the Program to the Driver Pays Option.

4. The City Council hereby authorizes the City Manager to execute an Easement, substantially in the form as presented to the City Council at this meeting, with such changes as may be approved by the City Manager, and any other documents necessary on behalf of the City of El Cajon, granting SDG&E an easement and right-of-way in, upon, over, under, and across the Site to construct and maintain the Facility for ten (10) years.

5. The City Clerk's office is hereby directed to record the Easement with the San Diego County Recorder's Office.

10/23/18 CC Agenda

Approve SDGE Power Your Drive Electric Vehicle Charging Program 101618



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Award of RFP No. 016-19 - Veterinarian Services Re-Bid

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order to enter into an agreement for veterinarian services with Leash Ends, Inc., for a one-year term in the not-to-exceed amount of \$60,000, with options to renew for up to four additional one-year terms.

BACKGROUND:

On June 12, 2018, the City of El Cajon issued a Request for Proposals (RFP) for veterinarian services to be provided at the new El Cajon Animal Shelter via RFP No. 010-19. No proposals were received for this solicitation. As a result, the RFP was resolicited on the City's website and two veterinarian school websites; one response was received and opened at 5:00 p.m. on September 11, 2018.

The sole proposal was evaluated by a selection committee consisting of City staff to ensure all minimum requirements specified in the RFP were met. After thorough evaluation, the proposal submitted by Leash Ends, Inc. met the City's requirements for veterinarian services. The attached memorandum details the evaluation process.

The RFP includes an option to renew for four optional one-year terms. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

FISCAL IMPACT:

The initial fiscal impact of this project is \$60,000. Sufficient funds are available in Animal Control Division – Other Professional Services (135000). Subsequent 4-year costs are estimated to total \$252,242.

Prepared By: Nahid Razi, Purchasing Agent
Reviewed By: Jeff Davis, Police Chief
Approved By: Graham Mitchell, City Manager

Attachments

Memo
Resolution

CITY OF EL CAJON




POLICE DEPARTMENT

MEMORANDUM

DATE: October 8, 2018

TO: Nahid Razi, Purchasing Agent

FROM: Jeff Davis, Chief of Police 

SUBJECT: RECOMMENDATION TO AWARD – Veterinarian Services Contract for the City of El Cajon Animal Shelter, Bid No. 016-19

The established deadline to receive proposals from potential bidders for the Veterinary Services Contract was September 11, 2018. One proposal was received by this deadline. The selection committee evaluated and scored the proposal utilizing the evaluation form that was included in Appendix D of the RFP No. 016-19 Documents. The proposal evaluation form is based on a weighted scale with criteria including an evaluation of the bidder's technical experience in the field of veterinary medicine and the professional licensing and educational requirements necessary to perform the duties outlined in the scope of work. The total possible of score on the Proposal Evaluation Criteria form is 100 points. The weighted average scores from the selection committee resulted in the following score:

<u>Veterinarian</u>	<u>Weighted Average Score</u>
Leash Ends Veterinary Services Christine van Spronsen D.V.M.	97%

Subsequently, and in addition to the proposal, the interested firm was interviewed by the evaluation committee on October 4, 2018.

Recommendation

The selection committee has concluded that Leash Ends Veterinary Services/Christine Van Spronsen D.V.M should be awarded the contract for Veterinary Services for the City of El Cajon Animal Shelter. Dr. van Spronsen demonstrated a high level of

Committed to a Safe & Secure Community through, Service, Mutual Cooperation and Respect

technical knowledge and experience in the field of veterinary medicine as well as the necessary licensing and educational requirements to perform the duties outlined in the scope of work for RFP 016-19.

The RFP requested pricing for 1-year, with four optional renewal periods. The proposed hourly rate is \$57 per hour for an estimated 1,040 hours per year, which is expected to cost approximately \$60,000 for the first year with anticipated increases of 2% for each of the next 4 years (if exercised), resulting in a total contract amount of \$312,242.

Based on the bidder's qualifications, it is recommended to award RFP No. 016-19 – Veterinarian Services Re-Bid to Leash Ends, Inc. /Christine van Spronsen D.V.M, as budgeted in the Animal Control Division – Other Professional Services account (135000-8395).

RESOLUTION NO. -18

A RESOLUTION OF THE
CITY COUNCIL OF THE CITY OF EL CAJON
APPROVING A PROFESSIONAL SERVICES AGREEMENT
FOR VETERINARIAN SERVICES

WHEREAS, on June 12, 2018, the City of El Cajon issued a Request for Proposals (the "RFP") for veterinarian services to be provided at the new El Cajon Animal Shelter via RFP No. 010-19; and

WHEREAS no proposals were received for the prior solicitation, and as a result, this RFP was resolicited on the City's website and two (2) veterinarian school websites; and

WHEREAS, one (1) response was received and opened at 5:00 p.m. on September 11, 2018; and

WHEREAS, the sole proposal was evaluated by a selection committee consisting of City staff to ensure all minimum requirements specified in the RFP were met, and after thorough evaluation, the proposal submitted by Leash Ends, Inc. was determined to have met the City's requirements for veterinarian services; and

WHEREAS, the RFP includes an option to renew for four (4) optional one-year terms, and funds for the renewal terms will be in accordance with the approved budget for each fiscal year; and

WHEREAS, the Purchasing Division, in concurrence with the Chief of Police, recommends award of the RFP to the sole responsive, responsible bidder; and

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

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

1. The above recitals are true and correct, and are the findings of the City Council.
2. The City Council hereby awards the Request for Proposals for Veterinarian Services Re-Bid to:

Leash Ends, Inc.

in the not-to-exceed amount of \$60,000 for a term of one (1) year, with the option to renew for four (4) additional one-year terms.

3. The Mayor and City Clerk are authorized and directed to execute an agreement for Veterinarian Services Re-Bid on behalf of the City of El Cajon.

10/23/18 CC Agenda

Approve PSA for Vet Services Re-Bid 101618



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Purchase of Litter and Recycling Receptacles

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order authorizing the Purchasing Agent, in accordance with Municipal Code 3.20.010(C)(5), to execute a purchase agreement with Canterbury Designs of Ohio, LLC for recycling and trash receptacles in an amount of \$172,334.00.

BACKGROUND:

In 2010, the City of El Cajon standardized the usage of Pennsylvania Avenue receptacles during the Prescott Promenade Improvements project. The Public Works Department recently submitted a sole source justification and memo (attached) to purchase Pennsylvania Avenue recycling and trash receptacles to maintain consistency in maintenance, repair, and replacement. Canterbury Designs of Ohio, LLC is the sole provider of Pennsylvania Avenue receptacles.

The sole source request has been reviewed by the Purchasing Division and determined to be in the best interest of the City. As a result, this procurement is recommended as an exception to the City's competitive bidding requirement, pursuant to Municipal Code 3.20.010(C)(5).

FISCAL IMPACT:

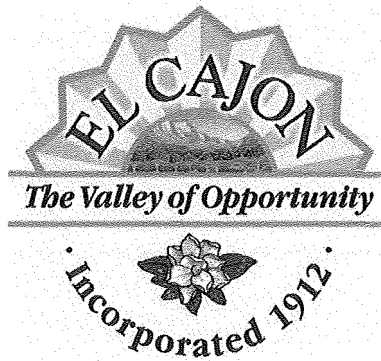
The fiscal impact of this agreement is \$174,484.00. Sufficient funds are available in the Fiscal Year 2018-19 Annual Budget CA Beverage Grant (209000) and Parks Operations (160000).

Prepared By: Nahid Razi, Purchasing Agent
Reviewed By: Dirk Epperson, Director of Public Works
Approved By: Graham Mitchell, City Manager

Attachments

Receptacles Memo
Resolution

CITY OF EL CAJON



MEMORANDUM

DATE: September 17, 2018

TO: Nahid Razi, Purchasing Agent

FROM: Dirk Epperson, Director of Public Works

SUBJECT: Purchase of Trash and Recycling Receptacles

The Public Works Department is requesting a sole source purchase of trash and recycling receptacles from Canterbury Designs. Currently, the City utilizes the same receptacles throughout the City. These same receptacles are needed in order to maintain consistency in maintenance, repair and replacement

Submitted by,

A handwritten signature in black ink, appearing to read "Dirk Epperson", is written over a horizontal line.

Dirk Epperson
Director of Public Works

RESOLUTION NO. -18

RESOLUTION AWARDING A PURCHASE AGREEMENT
FOR LITTER AND RECYCLING RECEPTACLES

WHEREAS, in 2010, the City of El Cajon (the "City") standardized the usage of Pennsylvania Avenue receptacles during the Prescott Promenade Improvements project; and

WHEREAS, the Public Works Department recently submitted a sole source justification and request to purchase Pennsylvania Avenue recycling and trash receptacles to maintain consistency in maintenance, repair, and replacement; and

WHEREAS, Canterbury Designs of Ohio, LLC ("Canterbury Designs") is the sole provider of Pennsylvania Avenue receptacles; and

WHEREAS, the sole source request has been reviewed by the Purchasing Division and has determined that it would be in the best interest of the City to allow this procurement as an exception to the City's competitive bidding requirement, pursuant to El Cajon Municipal Code section 3.20.010(C)(5); and

WHEREAS, Purchasing, in concurrence with the Director of Public Works, recommends the purchase of Pennsylvania Avenue receptacles from Canterbury Designs; and

WHEREAS, the City Council believes it to be in the best interests of the City to approve the purchase of Pennsylvania Avenue recycling and trash receptacles from Canterbury Designs.

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

1. The City Council hereby finds the foregoing recitals to be true and correct, and the findings of the City Council.

2. The City Council does hereby approve the purchase of Pennsylvania Avenue recycling and trash receptacles from:

Canterbury Designs of Ohio, LLC

in the total not-to-exceed amount of \$174,484.00.

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



City Council Agenda Report

Agenda Item 8.

DATE: October 23, 2018

TO: Honorable Mayor and City Councilmembers

FROM: Nahid Razi, Purchasing Agent

SUBJECT: Award of RFP No 012-19, Cajon Valley Union School District - Safe Routes to School - Active Transportation Project - Phase 2

RECOMMENDATION:

That the City Council adopts the next RESOLUTION in order to:

1. Find WalkSanDiego dba Circulate Planning non-responsive for the reason set forth in this agenda report; and
2. Enter into an agreement for the preparation of a Safe Routes to School program with Rady Children's Hospital – San Diego in the not-to-exceed amount of \$449,999.83 for a two-year period.

BACKGROUND:

On June 26, 2018, the City Council approved consulting services as part of the FY2018-19 Annual Budget to aid in developing a Safe Routes to School Program that will lead to increased walking and biking throughout the City of El Cajon. The professional services will include the development of policies, guidelines, and task forces for guidance and oversight, in addition to safety education, walk and bike to school events, and sustainability planning.

In 2017, the City obtained the California Department of Transportation's Safe Routes to School Grant. This statewide grant is designed to make it safe, fun, and convenient to walk and bicycle to and from school and in daily life.

As stated in the specifications, consultants had the opportunity to submit a proposal to develop, evaluate, educate, encourage, enforce, and manage a Safe Routes to School plan. The request for proposal was posted on the City's website and two responses were received and opened at 5:00 p.m. on August 21, 2018.

The proposals were evaluated by a selection committee consisting of City staff to ensure all minimum requirements specified in the request for proposal were met. After thorough evaluations, the proposal submitted by Circulate Planning was considered non-responsive for failure to submit City forms provided, specifically the "Proposal for the Cajon Valley Union School District – Safe Routes to School – Active Transportation Project – Phase 2" page which binds Circulate Planning to its proposal.

Rady Children’s Hospital – San Diego was selected as the vendor that best met the City’s requirements for the Safe Routes to School Program. The attached memorandum details the evaluation and selection process.

The Purchasing Division, in concurrence with the Director of Public Works, recommends this agreement with Rady Children’s Hospital – San Diego as being in the best interest of the City.

FISCAL IMPACT:

The fiscal impact of this project is \$449,999.83. Sufficient grant funds are available for this project in Cajon Valley Union School District – Safe Routes to School – Active Transportation Project – Phase 2 (PW3657).

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Dirk Epperson, Director of Public Works

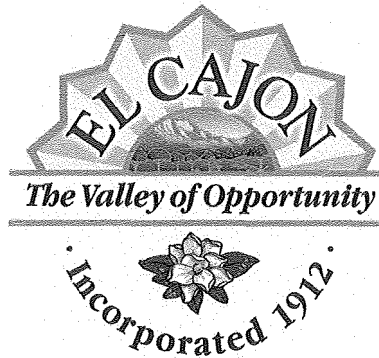
Approved By: Graham Mitchell, City Manager

Attachments

Memo

Resolution

CITY OF EL CAJON



MEMORANDUM

DATE: September 24, 2018

TO: Nahid Razi, Purchasing Agent

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

SUBJECT: RECOMMENDATION TO AWARD – Cajon Valley Union School District– Safe Routes to School–Active Transportation Project-Phase 2, Bid No. 012-19

A total of two (2) proposals were received on August 21, 2018, for the above referenced project. The selection committee independently reviewed the proposals in conformance with the guidelines in Chapter 10, "Consultant Selection" of the California Department of Transportation (Caltrans) Local Assistance Procedures Manual and the Consultant Procurement Manual of the Caltrans Office of Policy Development and Quality Assurance. The selection committee independently scored each proposal on the evaluation form that was included in RFP No. 012-19. The proposal evaluation form is based on a weighted scale with criteria including: 1) Overall Quality and Completeness of the Proposal, 2) Consultant's Experience, 3) Quality of Staff, 4) Innovation of Work, 5) Familiarity of State and Federal Procedures, 6) Financial Responsibility of Company, and 7) Technical Ability of Consultant with a total possible of score of 300 points or (100 points per each evaluator).

The weighted scores from the selection committee resulted in the following rankings:

Consultant	Weighted Score
Rady Children's Hospital-San Diego	274.50
Circulate San Diego (Planning)	N/A


September 24, 2018
Memorandum
Page 2 of 2

Recommendation

The selection committee concluded that the contract should be awarded to the most qualified proposer Rady Children's Hospital of San Diego. Rady Children's Hospital scored the highest in all of the categories listed in the proposal evaluation criteria form with a well-defined scope of work, project organization, community outreach strategy, high quality of staff, performance on similar projects with other cities, and understanding of the City's needs. The proposal received from Circulate San Diego (Planning) did not include the required documentation including a signed proposal, "Non-Collusion Declaration", "Bidders Statement Regarding Insurance Coverage", "Certification of Non-Debarred Status", and "All Purpose Acknowledgement". They were deemed non-responsive to the RFP specifications for failure to submit the required documentation and subsequently disqualified.

State grant funds in the amount of \$450,000.00 are available for the project and Rady Children's Hospital cost proposal is a not-to-exceed amount of \$449,999.83. The project will be completed in approximately two-years after the notice-to-proceed is issued. Funds for fiscal year 2018-19 are available for this contract in budget activity account PW3657-550000-8395 (Professional-Technical Services). Please place this item on the City Council Agenda for the October 9th or October 23rd meeting.

Sincerely,



Yazmin Arellano, P.E.
Deputy Director of Public Works/City Engineer

RESOLUTION NO. -18

RESOLUTION AWARDING REQUEST FOR PROPOSALS FOR
CAJON VALLEY UNION SCHOOL DISTRICT – SAFE ROUTES TO SCHOOL –
ACTIVE TRANSPORTATION PROJECT – PHASE 2
(RFP No. 012-19)

WHEREAS, on June 26, 2018, the City Council approved consulting services as part of the FY2018-2019 Annual Budget to aid in development of a Safe Routes to School Program that will lead to increased walking and biking throughout the City of El Cajon (the "City"), including the development of policies, guidelines, and task forces for guidance and oversight, in addition to safety education, walk and bike to school events, and sustainability planning (the "Project"); and

WHEREAS, in 2017, the City obtained the California Department of Transportation's Safe Routes to School grant, which is a state-wide grant designed to make walking and bicycling to and from school and in daily life safe, fun and convenient; and

WHEREAS, the Request for Proposals (the "RFP") specifications provided consultants the opportunity to submit proposals to develop, evaluate, educate, encourage, enforce, and manage a Safe Routes to School plan; and

WHEREAS, the RFP was posted on the City's website, and two (2) responses were received and opened at 5:00 p.m. on August 21, 2018; and

WHEREAS, after thorough review and evaluation of the responses by a selection committee consisting of City staff to ensure all minimum requirements specified in the RFP were met, the proposal submitted by WalkSanDiego dba Circulate Planning ("Circulate Planning") was deemed non-responsive for failure to submit required City forms, specifically the "Proposal for the Cajon Valley Union School District – Safe Routes to School – Active Transportation Project – Phase 2" page which binds Circulate Planning to its proposal; and

WHEREAS, it was determined that Rady Children's Hospital – San Diego ("Rady") was the vendor that best met the City's requirements for the Project; and

WHEREAS, the Purchasing Division, in concurrence with the Director of Public Works, recommends award of the RFP to Rady; and

WHEREAS, the City Council believes it to be in the best interests of the City to award the RFP to Rady, as recommended by the Purchasing Division.

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

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

2. The City Council hereby awards the Request for Proposals For Cajon Valley Union School District – Safe Routes to School – Active Transportation Project – Phase 2 to:

Rady Children's Hospital – San Diego

in the not-to-exceed amount of \$449,999.83 for a term of two (2) years.

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

10/23/18 CC Agenda

RFP 012-19 – CVUSD Safe Routes to School (Rady Children's Hospital-SD) awd 101218



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Acceptance of Public Improvements - Tentative Subdivision Map (TSM)
639; 488 Graves Avenue; Engineering Job No. 3107

RECOMMENDATION:

That the City Council accepts the improvements and authorizes the City Clerk to release the security guaranteeing the improvements in accordance with the subdivision agreement and require the developer to maintain insurance in force until the release of all bonds for the project.

BACKGROUND:

The improvements, as a condition of approval of Tentative Subdivision Map 639 for a five-lot subdivision map in the R-4 (Multiple Family, High Density) Zone, by Resolution No. 178-06, are now complete. The subdivision is located on the southwest corner of East Madison and Graves Avenues, and addressed as 488 Graves Avenue. A Subdivision Agreement and associated Bonds were approved by City Council at its meeting of October 11, 2016, guaranteeing installation of the improvements.

FISCAL IMPACT:

None. All costs are paid by the subdivider.

Prepared By: Jaime Campos, Associate Engineer

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Subdivision Agreement

Performance Bond

Labor and Materials Bond

Performance Bond for Lot Staking

SUBDIVISION AGREEMENT
(Public Improvements)

THIS AGREEMENT entered into by and between the CITY OF EL CAJON, a charter city and municipal corporation of the State of California, hereinafter referred to as "City", and JAMES M. SNYDER, OR HIS SUCCESSORS, AS TRUSTEE OF THE SNYDER DECLARATION OF TRUST DATED MARCH 15, 2016, hereinafter referred to as "Developer"; and

WHEREAS, Developer, pursuant to the provisions of the Subdivision Map Act of the State of California and Title 16 of the El Cajon Municipal Code, contemplate the filing of Tentative Subdivision Map 639 prior to the completion of certain public improvements as shown on the official plans, specifications and detailed drawings on file with the City Engineer of City (the "Improvements"); and

WHEREAS, the City Engineer has estimated the cost of said Improvements to be the sum of Seventy-three Thousand Dollars and No Cents (\$73,000.00); and

WHEREAS, Developer has or will post a bond or other form of surety (the "Improvement Security") by a surety company admitted in California and acceptable to City (the "Surety Insurer").

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That in consideration of the approval of said TSM 639 prior to the completion of the Improvements for said project, Developer hereby covenants and agrees to install and construct the said Improvements in accordance with the official plans, and that said Improvements shall be completed within one (1) year from the date of the recording of the tentative subdivision map by the County Recorder of the County of San Diego.

2. Should Developer fail to complete said Improvements within the time set forth above, City, at its option, has the right to enter onto the property to complete said Improvements. Should the City exercise such option, it shall be at the expense of Developer, or the City may, in the alternative, hold Developer and the Surety Insurer liable for damages.

3. Developer agrees to furnish and City agrees to release the Improvement Security in accordance with Title 16 of the El Cajon Municipal Code to secure warranty, faithful performance, and payment of labor and materials for said construction and installation. Any surety bonds shall be issued by corporate sureties admitted to do business in California and approved by the City Attorney. The form of said bonds shall be substantially as set forth in Sections 66499.1 and 66499.2 of the Government Code of the State of California.

4. Developer further agrees to furnish the following surety bonds or cash deposits, if applicable to the project. Any such bonds shall be issued by corporate sureties authorized to do business in California and approved by the City Attorney:

- a. \$2,000.00 for Lot Staking
- b. \$ -0- for installation of Underground Utilities
- c. \$ -0- for any deposits or bonds identified in the Resolution approving this project not otherwise in this Agreement.

5. The City or any officer or employee thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Developer, its agents or employees in the performance of this Agreement. Developer further agrees to protect and hold harmless City, its elected and appointed officials, officers and employees, from any and all claims, demands, causes of action, liability or loss of any sort because of, or arising out of, acts or omissions of Developer, its agents or employees, in the performance of this Agreement, including claims, demands, causes of action, liability or loss because of, or arising out of, the design or construction of the Improvements. Provided, however, that the approved Improvement Security shall not be required to cover the provisions of this paragraph. Said indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said subdivision and the Improvements as provided herein, and to adjacent property owners as a consequence of and/or the diversion of waters from the design, construction or maintenance of drainage systems, streets and other improvements. Acceptance by the City of the Improvements shall not constitute an assumption by the City of any responsibility for such damage or taking.

City shall not be an insurer or surety for the design or construction of the subdivision pursuant to the approved improvement plans, nor shall any officer or employee thereof be liable or responsible for any accident, loss or damage happening or occurring during the construction of the work or Improvements as specified in this Agreement, except as it may be shown that said officers or employees specifically directed that said work or improvement be accomplished in a manner contrary to the wishes and desires of Developer, and Developer has filed a written objection with the City Engineer prior to commencing said work or improvement.

Provisions of this section shall remain in full force and effect for ten (10) years following substantial completion by the Developer of the Improvements.

[Remainder of page intentionally left blank]

6. Developer agrees to file with the City Clerk, at the time this executed agreement is submitted, a certificate of insurance by a company approved by the City Attorney in conformance with City Council policy.

IN WITNESS WHEREOF we have this day set our hands and seals.

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

JAMES M. SNYDER, OR HIS SUCCESSORS,
AS TRUSTEE OF THE SNYDER DECLARATION
DATED MARCH 15, 2016

By Bill Wells
Bill Wells, Mayor

By James M. Snyder
James M. Snyder, Trustee

ATTEST:

By Belinda A. Hawley
Belinda A. Hawley, CMC, City Clerk

Date: 10/20/16

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

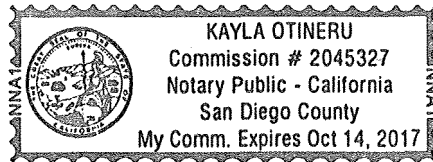
On September 14, 2010 before me, Kayla Otineru, a Notary Public, personally appeared James M. Snyder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Kayla Otineru
Signature

(SEAL)



PERFORMANCE BOND
(Public Improvements)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and JAMES M. SNYDER, OR HIS SUCCESSORS, AS TRUSTEE OF THE SNYDER DECLARATION OF TRUST DATED MARCH 15, 2016, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain public improvements, which said agreement, identified as Subdivision Agreement, Tentative Parcel Map No. 639, is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said agreement to furnish a bond providing for the faithful performance of said agreement.

NOW, THEREFORE, JAMES M. SNYDER, OR HIS SUCCESSORS, AS TRUSTEE OF THE SNYDER DECLARATION OF TRUST DATED MARCH 15, 2016, as Principal, and Philadelphia Indemnity Insurance Company, as Surety, is held and firmly bound unto the CITY OF EL CAJON, CALIFORNIA, hereinafter called "Owner", in the penal sum of Seventy-three Thousand Dollars and No Cents (\$73,000.00), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that if the above bounded Principal, or heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, all within the time and in the true intent and meaning, and shall indemnify and save harmless the City of El Cajon, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement documents or of the work to be performed thereunder, or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

Performance Bond (Public Improvements)
TPM 639
(continued)

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this 16th day of September, 2016.

PRINCIPAL

JAMES M. SNYDER, OR HIS
SUCCESSORS, AS TRUSTEE OF
THE SNYDER DECLARATION OF
TRUST DATED MARCH 15, 2016

Name

By:  James M. Snyder, Trustee

By:

1003 Rachele Way

El Cajon, CA 92019

Address


(619) 562-8183

Telephone

SURETY

Philadelphia Indemnity Insurance Company

Name & Title

By:  Cyndi Beilman, Attorney-in-Fact

Name & Title

By:

Name & Title

251 South Lake Avenue, Ste. 360

Pasadena, CA 91101

Address

626-639-1323

Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared _____ personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

** See Attached Acknowledgement **

Signature of Notary Public

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared _____ personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On September 16, 2016 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Dana L. Michaelis
Signature of Notary Public Dana L. Michaelis

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint CYNDI BELLMAN, ANNE WRIGHT AND DANA MICHAELIS OF SURETY ASSOCIATES OF SOUTHERN CALIFORNIA INSURANCE SERVICES, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

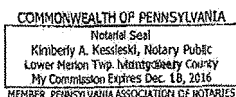
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of September, 2016.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On 9/20/16 before me, Cyndi Beilman, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared James M. Snyder
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness (my hand) and official seal
Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document:

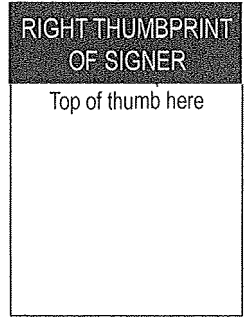
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

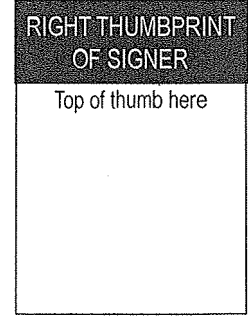
- Individual
Corporate Officer - Title(s):
Partner Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer is Representing:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer is Representing:

LABOR AND MATERIAL BOND
(Public Improvements)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the City Council of the City of El Cajon, and JAMES M. SNYDER, OR HIS SUCCESSORS, AS TRUSTEE OF THE SNYDER DECLARATION OF TRUST DATED MARCH 15, 2016, hereinafter designated as "Principal," have entered into an agreement whereby Principal agrees to install and complete certain public improvements, which said agreement, identified as Subdivision Agreement, Tentative Parcel Map No. 639, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required, before entering upon the performance of the work, to file a good and sufficient payment bond with the City of El Cajon to secure the claims to which reference is made in Title 1 (commencing with §8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we, JAMES M. SNYDER, OR HIS SUCCESSORS, AS TRUSTEE OF THE SNYDER DECLARATION OF TRUST DATED MARCH 15, 2016, as Principal, and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the CITY OF EL CAJON and all contractors, subcontractors, laborers, and other persons employed in the performance of the aforesaid agreement, and referred to in the aforesaid Civil Code, in the penal sum of Seventy-three Thousand Dollars and No Cents (\$73,000.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in any judgment rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 1 (commencing with §8000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said agreement or the specifications accompanying the same, shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

Labor and Material Bond (Public Improvements)
TPM 639
(continued)

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this 16th day of September, 2016.

PRINCIPAL

JAMES M. SNYDER, OR HIS
SUCCESSORS, AS TRUSTEE OF
THE SNYDER DECLARATION OF
TRUST DATED MARCH 15, 2016

Name

By: James M. Snyder, Trustee

By:

1003 Rachele Way

El Cajon, CA 92019

Address

(619) 562-8183

Telephone

SURETY

Philadelphia Indemnity Insurance Company

Name & Title

By: Cyndi Beilman, Attorney-in-Fact

Name & Title

By:

Name & Title

251 South Lake Avenue, Ste. 360

Pasadena, CA 91101

Address

626-639-1323

Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego

On September 16, 2016 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature

Dana L. Michaelis
Signature of Notary Public Dana L. Michaelis

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing:

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

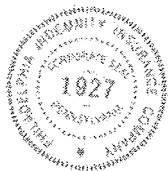
KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint CYNDI BEILMAN, ANNE WRIGHT AND DANA MICHAELIS OF SURETY ASSOCIATES OF SOUTHERN CALIFORNIA INSURANCE SERVICES, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

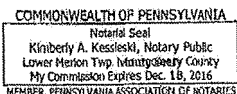
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: _____
residing at: Bala Cynwyd, PA
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of September, 20 16.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On 9/20/16 before me, Cyndi Beilman, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared James M. Snyder
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



Witness my hand and official seal
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

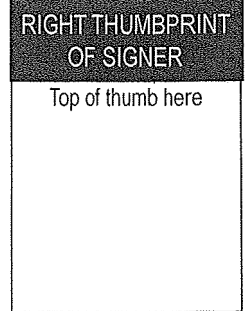
- Individual
Corporate Officer — Title(s):
Partner Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer is Representing:

Signer's Name:

- Individual
Corporate Officer — Title(s):
Partner Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer is Representing:

PERFORMANCE BOND FOR LOT STAKING
(Public Improvements)

KNOW ALL MEN BY THESE PRESENTS:

That JAMES M. SNYDER, OR HIS SUCCESSORS, AS TRUSTEE OF THE SNYDER DECLARATION OF TRUST DATED MARCH 15, 2016, as PRINCIPAL, and _____ Philadelphia Indemnity Insurance Company, as SURETY, is held and firmly bound unto the CITY OF EL CAJON, a California charter city and municipal corporation, in the penal sum of Two Thousand Dollars and No Cents (\$2,000.00), for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, successors and assigns, jointly and severally, by these presents.

The condition of the above obligation is such that whereas said Principal intends to file with the County Recorder a parcel map; and

WHEREAS, the certificate of the engineer or surveyor on said map provides that the monuments will be set on or before a specified later date; and

WHEREAS, the original subdivider has failed to cause the monuments to be set in the time set forth on said map; and

WHEREAS, the Principal has acquired all rights, title and interest in and to the property where said monuments are to be set, and has agreed to set the monuments within one (1) year from the date of this Agreement, notwithstanding the certificate of the engineer or surveyor; and

WHEREAS, the Subdivision Map Act of the State of California (Section 66496 of the Government Code) and Title 16 of the El Cajon Municipal Code require said Principal to file a good and sufficient bond guaranteeing payment of the cost of setting the monuments.

NOW, THEREFORE, if said Principal shall within 30 days after the setting of said final monuments furnish written notice of the setting of all final monuments to the City Engineer of the City of El Cajon, and pay the engineer or surveyor for setting the final monuments, and present evidence of such payment and receipt thereof, together with a request that this bond be released, then this obligation shall cease and be void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the work or improvement, or to the time and place for setting final monuments, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the work or improvement, or to the time and place for setting final monuments.

Performance Bond for Lot Staking (Public Improvements)
TPM 639
(continued)

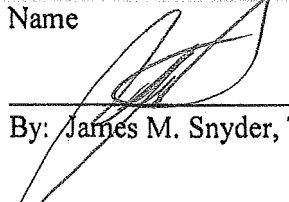
In the event suit is brought upon this bond by the City of El Cajon or by the engineer or surveyor to enforce the terms hereof, the Surety shall pay all costs incurred by the City in such suit, including a reasonable sum for attorney's fees, to be fixed by Order of the Court.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to enter into and execute this document on behalf of the above bounden Principal and Surety, and have set their names, titles, and signatures hereon this 16th day of September, 2016.

PRINCIPAL

JAMES M. SNYDER, OR HIS
SUCCESSORS, AS TRUSTEE OF
THE SNYDER DECLARATION OF
TRUST DATED MARCH 15, 2016

Name

By:  James M. Snyder, Trustee

By: _____

1003 Rachele Way

El Cajon, CA 92019

Address

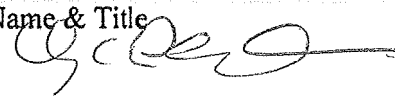
(619) 562-8183

Telephone

SURETY

Philadelphia Indemnity Insurance Company

Name & Title

By:  Cyndi Beilman

Name & Title

By: _____

Name & Title

251 South Lake Avenue, Ste. 360

Pasadena, CA 91101

Address

626-639-1323

Telephone

NOTARY ACKNOWLEDGMENTS OF PRINCIPAL AND SURETY MUST BE ATTACHED.

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared _____, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

** See Attached Acknowledgement **

Signature of Notary Public

ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS:
COUNTY OF SAN DIEGO)

On _____, before me, _____, a Notary Public, personally appeared _____, personally known to me/proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On September 16, 2016 before me, Dana L. Michaelis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Cyndi Beilman

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Dana L. Michaelis
Signature of Notary Public Dana L. Michaelis

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer is Representing: _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY
231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint CYNDI BEILMAN, ANNE WRIGHT AND DANA MICHAELIS OF SURETY ASSOCIATES OF SOUTHERN CALIFORNIA INSURANCE SERVICES, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

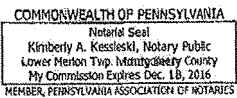
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



Notary Public: _____

residing at: Bala Cynwyd, PA

My commission expires: December 18, 2016

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of September, 20 16.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of San Diego }

On 9/20/16 before me, Cyndi Beilman, Notary Public, Date Insert Name of Notary exactly as it appears on the official seal

personally appeared James M. Snyder Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature] Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

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Signer's Name: _____

- Individual
Corporate Officer — Title(s):
Partner Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

- Individual
Corporate Officer — Title(s):
Partner Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer is Representing: _____



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Recreation
SUBJECT: RunEC Half-Marathon - Special Event Request for Support

RECOMMENDATION:

That the City Council support RunEC by providing a \$20,000 donation and in-kind City services for the 2019 St. Patrick's Day Half-Marathon/5K.

BACKGROUND:

RunEC is a nonprofit organization developed by participants of the San Diego East County Chamber of Commerce Leadership Program. Its mission is to create a world-class running event to raise funds for other non-profit organizations that serve East County.

The 7th Annual St. Patrick's Day Half-Marathon/5K race will take place in the heart of downtown El Cajon on Sunday, March 3, 2019. This special event will include three races that all begin and end in downtown El Cajon including a Half Marathon, a "Main Street 5K," and a "Green Mile" for children/adults. At the 2018 highly publicized and City supported event, more than 4,000 contestants, volunteers and enthusiasts participated. RunEC is anticipating that the event will be even bigger in 2019 and will enhance the City of El Cajon's brand, attract new visitors and encourage healthy lifestyles.

Traditionally, the City Council has supported special events that provide a community-wide benefit to the residents of El Cajon, while also providing economic benefits to the local businesses. The City supported the RunEC event in 2018 with a \$20,000 donation and in-kind services.

FISCAL IMPACT:

If approved by the City Council, the \$20,000 donation will come from the Community Services and Events Budget (Activity #103000). No additional appropriation is necessary to provide the in-kind support of City services. This expense will be absorbed within the respective departmental budgets.

Prepared By: Frank Carson

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

Support Request Letter



October 8, 2018

The Mayor and City Council
City of El Cajon
200 Civic Center Way
El Cajon, California 92020

To the Mayor and Council of the City of El Cajon,

As you know, RunEC's St. Patrick's Day Half Marathon and 5k last year was a resounding success, largely in thanks to your support as Title Sponsor. Every year gets better, with more than 15,000 participants, volunteers and supporters turned out for the day's races and following festivities, and more than \$120,000 total raised to support local charities. Equally important, each year more than \$250,000 is spent directly in El Cajon by using local vendors and companies, plus the indirect spending that participants made in local purchase of food and fun.

This event continues to fulfill our mission as a nonprofit 501(c)3 organization: to create world-class running events that raise funds to support organizations that help the neediest in East County. In the process, RunEC enhances the City of El Cajon's brand image, attracts new visitors and encourages healthy lifestyles. The concept for RunEC was sparked and created by members of the San Diego East County Chamber of Commerce, which continues to be an active supporter. Additionally, we have partnered with the **Boys & Girls Clubs of East County** to host the event and donate all net proceeds.

We hope the City of El Cajon will continue its support of our upcoming event on Sunday, March 3, 2018. Of course, as Title Sponsor, your branding would continue to dominate all of our promotional and event materials. You'll notice that the El Cajon arch and sun are a dominant feature of our Finish Line, medals, T-shirts, flyers and much more.

More than ever, we need your ongoing support as Title Sponsor if we're going to permanently establish our community's race on the map, going-forward, for runners all throughout the greater San Diego area – and beyond. I have attached sponsorship information for your review, but we are specifically requesting to maintain the 2018 support of \$20,000 plus in-kind assistance. We believe the return on investment to El Cajon will again be significant in 2019 and for many years to come.

We appreciate your proactive approach to economic and community developments, and we welcome your questions.

Best regards,
Michael Stowers
Chairman



City Council Agenda Report

Agenda Item 11.

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Frank Carson, Director of Recreation
SUBJECT: Authorization to Use the Public Right-of-Way for the Holiday Lights on Main Event

RECOMMENDATION:

That the City Council reviews and approves the submitted road closures and traffic control plan for the Holiday Lights on Main.

BACKGROUND:

Downtown El Cajon Business Partners, the management company for the Downtown El Cajon Property-Based Improvement District (PBID), in celebration of Small Business Saturday, is presenting a holiday themed event in the downtown area. The intent of the event is to provide economic enhancements to the Downtown District.

Holiday Lights on Main will be held on November 24, 2018, from 2:00 p.m. to 8:00 p.m. in Downtown El Cajon. The event includes the annual lighting of a 24-foot tree on private property at the corner of Main and Magnolia. Holiday string lighting will be illuminated on Main Street between Magnolia and Claydelle and throughout the Prescott Promenade during the event. Activities will be held in the Prescott Promenade, to include an ice skating rink, amplified music, inflatables, food, retail vendors and informational booths. This event will be free and open to the public. Limited street closures are requested.

In accordance with El Cajon Municipal Code Chapter 12.24, the event is not for the sole purpose of advertising products, goods, or for private profit. Instead the event will provide a central venue to promote community involvement, City awareness and public camaraderie.

The Special Event Committee will notify the Downtown El Cajon Business Partners of the additional conditions to be met no later than two weeks prior to the event. Requirements will include approved Certificates of Insurance and any necessary permits or licenses.

Approval for phased street closures are requested as follows:
Saturday, November 24, 2018

5:00 a.m. – 11:00 p.m. Prescott Promenade
5:00 a.m. – 11:00 p.m. Alley at Prescott Promenade
5:00 a.m. – 11:00 p.m. Prescott Promenade Parking Lot
6:00 p.m. – 7:30 p.m. Main Street and Magnolia Avenue Intersection

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

The proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) according to Section 15061 (b)(3) the "General Rule," which states that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The temporary use of the City's right-of-way for a community event and the detouring of other modes of transportation within City streets will not have a significant effect on the environment.

FISCAL IMPACT:

Applicable fees to be paid by the applicant.

Prepared By: Frank Carson, Director of Recreation

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Resolution to Declare a Shelter Crisis

RECOMMENDATION:

That the City Council adopts a RESOLUTION declaring a shelter crisis as a requirement to apply for Homeless Emergency Aid Program funding.

BACKGROUND:

The State of California recognizes the growing need to allocate its funds to address homelessness in California. As such, the State has announced a funding opportunity to assist local governments and other service providers to address homeless issues. This funding source is known as the Homeless Emergency Aid Program (HEAP). The funding is flexible, allowing communities to develop programs that meet local needs. The State allocated \$18.8 million to the San Diego region's Continuum of Care (the Regional Taskforce on the Homeless) to distribute to cities, the County, and other entities in San Diego County.

The State requires a shelter crisis declaration for each city applying for funds through the Continuum of Care; further, homeless service providers wishing to be considered eligible for the funds must have a shelter crisis declared in the jurisdiction in which they provide services. The County adopted its resolution on September 11, 2018.

City staff met with staff from other East County cities. It is our understanding that each of the cities is adopting a similar resolution to the one presented to the City Council for consideration. Staff of the four cities, along with County representatives, have discussed the goal of having a singular funded program or ensuring that programs coordinate with each other.

The resolution attached to this staff report acknowledges the State's requirement to adopt the resolution in order to be eligible for funding, identifies the number of unsheltered homeless in El Cajon from the last point-in-time count, and declares that there is a lack of shelter for those that are homeless. The resolution also authorizes the City's participation or the participation of community-based organizations seeking Homeless Emergency Aid Program funding.

Prepared By: N/A

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

Attachments

Reso - Shelter Crisis

RESOLUTION NO. -18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
DECLARING A SHELTER CRISIS PURSUANT TO
THE HOMELESS EMERGENCY AID PROGRAM
AND GOVERNMENT CODE SECTION 8698.2

WHEREAS, California's Governor Edmund G. Brown, Jr. and the members of the California Legislature have recognized the urgent and immediate need for funding at the local level to combat homelessness; and

WHEREAS, the Governor and Legislature have provided funding to local governments under the Homeless Emergency Aid Program (Chapter 5 of Part 1 of Division 31 (commencing at section 50210) of the California Health and Safety Code) (the "Program") as part of Senate Bill 850 ("SB 850"); and

WHEREAS, the Governor and Legislature require jurisdictions seeking an allocation through the Program to declare a shelter crisis pursuant to Government Code section 8698.2; and

WHEREAS, cities are also required by SB 850 to pass a resolution declaring a shelter crisis if any community-based organization provides homeless services in the community, whether the community-based organization is headquartered in the city or in another location; and

WHEREAS, the City of El Cajon (the "City") finds that the number of homeless is significant, and these persons are without the ability to obtain shelter; and

WHEREAS, the City further finds that the health and safety of unsheltered persons in the region is challenged by a lack of shelter facilities; and

WHEREAS, the City has demonstrated its commitment to combatting homelessness and its impact to the community by developing a comprehensive homeless plan and undertaking multiple efforts at the local level.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Cajon, California, that, pursuant to Government Code section 8698.2, a shelter crisis exists in the City of El Cajon and in the San Diego region, as evidenced by a 2017 "point-in-time" study of homeless in the City in which 323 persons were identified as living in the City without a shelter (the "2017 Study"). The 2017 Study supports a finding that a significant number of homeless persons living in the City exceed the number of available beds in shelters in the City, and are therefore without the ability to obtain shelter.

BE IT FURTHER RESOLVED, that the City Council finds that the health and safety of unsheltered persons in the region and the City is challenged by a lack of shelter facilities, and therefore authorizes the City's participation, or the participation of

community-based organizations providing homeless services, in the Homeless Emergency Aid Program in the City and in the San Diego region.

BE IT FURTHER RESOLVED, that the City Manager, or such person designated by the City Manager, is hereby authorized to apply for such aid or assistance and execute such grant agreements with the State of California, for the City, alone or in combination with other cities in the region, or in combination with participating community-based organizations in the City or the region, or both, in order to obtain financial assistance to address the shelter crisis in a timely manner.

10/23/18 CC Agenda

Declaration of Shelter Crisis SB 850 100118



City Council Agenda Report

Agenda Item 13.

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Graham Mitchell, City Manager
SUBJECT: Term Sheet for the Potential Agreement Implementing the East County Advanced Water Purification Project.

RECOMMENDATION:

That the City Council approves the Final Term Sheet for the East County Water Purification Project.

BACKGROUND:

Since 2014, the City has been participating with Padre Dam Municipal Water District, San Diego County Sanitation District, and Helix Water District to explore the feasibility of the East County Advanced Water Purification Program (Program). The Program aims to offload wastewater generated by the region to a treatment facility, which will create a new, local, sustainable, and drought proof drinking water supply.

Padre Dam completed a planning study that evaluated the feasibility of developing the Program in 2014. Since then, Padre Dam, Helix Water, San Diego County, and the City have entered into two Memorandums of Understanding to further investigate this potential regional project. The parties are currently studying the financial viability of the partnership, CEQA requirements, and potential governance structures of a future organization.

Over the past eight months, the City has worked with the other agencies to develop a framework of a potential Joint Powers Authority agreement, in the event the Program is viable. This framework, also referred to as a Term Sheet, specifies common points of understanding covering the following topics:

- Agreement terminology,
- Negotiating and approval process,
- Terms and conditions of the Joint Powers Agreement,
- Wastewater and water purchase agreements, and
- Permitting, design, construction, and operation considerations.

The Term Sheet (enclosed) provides the basic structure of a future agreement between two or more of the agencies currently exploring the Program. Staff recommends that the City Council considers approving the Term Sheet as a way to demonstrate its continued interest in the Program. Approving the Term Sheet does not commit the City to participate in the Program and does not diminish its negotiating position.

Staff continues to analyze financial models to understand the impact to the City's wastewater and water rate payers. Staff anticipates its completion of this analysis by Spring 2019.

Prepared By: Graham Mitchell, City Manager

Reviewed By:

Approved By: Graham Mitchell, City Manager

Attachments

AWP Term Sheet

FINAL DRAFT Term Sheet

**Proposed Agreement for Implementation of
East County Advanced Water Purification Project**

Padre Dam Municipal Water District, County Sanitation District, City of El Cajon

and

Helix Water District

October 1, 2018

CONTENTS

- A. TERMINOLOGY 4
- B. NEGOTIATION AND APPROVAL PROCESS 9
- C. TERMS AND CONDITIONS OF THE JOINT POWERS AGREEMENT 12
- D. THE WASTEWATER SERVICES AGREEMENT 16
- E. THE PRODUCT WATER PURCHASE AGREEMENT 20
- F. TITLE 22 WATER PURCHASE AGREEMENT 23
- G. PERMITTING, DESIGN, CONSTRUCTION AND OPERATION 25
- H. ADDENDUM FOR HELIX-PADRE DAM POTABLE WATER PURCHASE SUB-AGREEMENT 27

A. TERMINOLOGY

Subject	Meaning
1. Administrator	The entity with the requisite skills, qualifications, personnel and equipment to provide, under contract with the ECAWP JPA, administration and management services to the ECAWP JPA.
2. Administrator Agreement	Agreement between ECAWP JPA and the Administrator.
3. Committed Volume	Reference Section D.4.
4. Contract	<p>The “Contract” for purposes of this Term Sheet includes the following agreements that will be executed and delivered by the Parties.</p> <p style="margin-left: 40px;">A. The Joint Powers Agreement as defined in Section C (1)</p> <p style="margin-left: 40px;">B. The Wastewater Services Agreement as defined in Section D</p> <p style="margin-left: 40px;">C. The Title 22 Water Purchase Agreement as defined in Section F</p> <p style="margin-left: 40px;">D. The Product Water Purchase Agreement as defined in Section A (28)</p> <p style="margin-left: 40px;">E. The Potable Water Purchase Sub-Agreement as defined in Section A (23)</p>
5. Daily Product Water Delivery	The amount of Product Water delivered daily to Lake Jennings Reservoir expressed either as acre feet per year or million gallons per day.
6. DB Contractor	The qualified Design Build (DB) entity, under contract with the ECAWP JPA for the design and construction of the Project.
7. DDW	Division of Drinking Water, a division of the SWRCB.
8. Development Period Costs	Costs incurred during Project Development Period associated with technical engineering, environmental, financial, permitting and pre-procurement activities prior to the execution and delivery of the Contract and award of a DB contract.
9. Dry Weather Flow	Periods of dry weather in which the Local Wastewater Collections System is under minimum influence of inflow and infiltration.
10. ECAWP JPA	A newly-formed joint powers authority to be formed through the Joint Powers Agreement, pursuant to the provisions of the Joint Exercise of Powers Act, Government Code section 6500 et seq.
11. Project	The East County Advanced Water Purification (“ECAWP”) Project (“Project”) is a newly constructed sewage treatment and indirect potable reuse project located in San Diego County, California with Product Water production capacity of approximately 10 MGD.

Subject	Meaning
	<p>The Project includes the following principal components:</p> <p>A. The “Wastewater and Influent Pumping and Conveyance System”</p> <p>The existing influent pump station, future use of East Mission Gorge Pump Station,* the existing 24-inch force main, and new 30-inch force main to convey untreated wastewater to the Wastewater Treatment Plant.</p> <p>B. The “Wastewater Treatment Plant(s)”</p> <p>The existing Ray Stoyer Water Reclamation Facility including primary, biological secondary and tertiary wastewater treatment facilities and additional facilities required to be constructed as part of the Project; provided, however, Padre Dam may choose at its own discretion to retain ownership of its Ray Stoyer WRF.</p> <p>C. The “Advanced Water Purification Plant”</p> <p>Advanced water purification facilities providing pre-reverse osmosis treatment, reverse osmosis, and concentrate disposal.</p> <p>Advanced Water Purification Facilities are those facilities required to treat recycled water to indirect potable reuse standards for surface water augmentation except for those facilities that have been identified as wastewater facilities and/or facilities required to generate Title 22 compliant irrigation water.</p> <p>D. The “Product Water Conveyance System”</p> <p>Reference Section E.4.</p> <p>* East Mission Gorge Pump Station currently owned and operated by City of San Diego as part of the San Diego Municipal Sewerage System.</p>
12. Helix Potable Water Distribution System	Facilities owned by Helix Water District that convey treated water from the Levy WTP to Helix Water District retail customers and Padre Dam FCF connections PD 6 and PD 7 including but not limited to Helix Water District Flume, Los Coches Pump Station and Helix Water District 54/48-inch Transmission Main.
13. Initial Early Stage Product Water	Production of Product Water at an initial capacity of approximately of 2 MGD to be followed by completion of full contemplated Project capacity of approximately 10 MGD
14. Levy WTP	R.M. Levy Water Treatment Plant owned and operated by the Helix Water District.

Subject	Meaning
15. Local Wastewater Collection System	Pump stations, force mains, and sewers owned and operated by the Parties individually that convey untreated wastewater to a wastewater conveyance system to be owned and operated by the ECAWP JPA and/or the Metropolitan Wastewater System.
16. LRP Agreement	The potential Local Resources Program (LRP) Agreements between the ECAWP JPA, Padre Dam Municipal Water District, Helix Water District, SDCWA and MWD.
17. Metropolitan Wastewater System	Those facilities owned and operated by the City of San Diego, which under contract with Padre Dam, County SAN and El Cajon, are used to convey and treat wastewater generated within the individual service areas of Padre Dam, County SAN and El Cajon.
18. MGD	Million Gallons per Day.
19. MWD	Metropolitan Water District of Southern California.
20. Operator	The entity with the requisite skills, qualifications, personnel and equipment to provide, under contract with the ECAWP JPA operations and maintenance services to the ECAWP JPA.
21. Operations & Maintenance Agreement	Agreement between ECAWP JPA and the Operator.
22. Padre Dam Potable Water Distribution System	All downstream facilities owned and operated by Padre Dam to deliver potable water to its retail customers from Flow Control Facility connections PD 6 and PD 7 owned by SDCWA and connected to Helix Potable Water Distribution System.
23. Parties/Party	Padre Dam Municipal Water District ("Padre Dam"), County Sanitation District ("County SAN") City of El Cajon ("El Cajon") and Helix Water District ("Helix"), are collectively referred to in this Term Sheet as the "Parties" and individually as a "Party."
24. Potable Water	Water treated at the Levy WTP meeting State and Federal standards for drinking water.
25. Potable Water Offtaker	For purposes of the Potable Water Sub-Agreement between Helix and Padre Dam, Padre Dam is the Potable Water Offtaker.
26. Potable Water Purchase Sub-Agreement	An agreement between Helix and Padre Dam under which Padre Dam will purchase Potable Water from Helix under terms set forth in the Contract following completion of construction of the Project.
27. Product Water	Reference Section E.2.
28. Product Water Delivery Point	Reference Section E.3.
29. Product Water Offtaker	For purposes of the Product Water Purchase Agreement between Helix and the ECAWP JPA Helix is the Product Water Offtaker.
30. Product Water Purchase Agreement	An agreement between the ECAWP JPA and Helix, pursuant to which the ECAWP JPA will commit to provide for purchase Product Water to Helix, and Helix will commit to pay for Product Water.

Subject	Meaning
31. Project Development Period	The period from March 5, 2014 through the execution of a contract between the ECAWP JPA and a Design Build Contractor for Project.
32. Project Operations & Maintenance	The operations and maintenance of ECAWP conveyance, storage and treatment facilities required to treat wastewater, produce Title 22 irrigation water and potable drinking water for Surface Water Augmentation in compliance with state of California and federal operating permit requirements.
33. Reservoir	Lake Jennings Reservoir owned and operated by Helix Water District
34. Reservoir Operations	The methods employed by Helix Water District to manage Lake Jennings Reservoir elevation, volume and water quality in order to meet water supply, maintenance and water quality requirements, regulations and objectives.
35. Source Control Program	Source Control Program is designed to manage discharges into the wastewater collection system, inclusive of industrial, residential and commercial discharges that can impact wastewater treatment and ultimately affect the final quality of Product Water.
36. SDCWA	San Diego County Water Authority
37. SWA	Surface Water Augmentation
38. (SWA) Surface Water Augmentation Regulations	Those regulations promulgated by the SWRCB DDW that provides the specific parameters for permitting the Project requirement for indirect potable reuse via SWA.
39. SWRCB	State Water Resources Control Board
40. SWRCB Mercury Reservoir Program	The SWRCB regulatory program implementing maximum methylmercury levels in fish tissue. Lake Jennings has been identified as mercury impaired under this program and is expected to be 303(d) listed in the Clean Water Act. The addition of Product Water to the reservoir may affect methylmercury production in the reservoir or affect mitigation costs.
41. Title 22	Title 22 California Code of Regulations, Division 4, Chapter 3 defines water recycling criteria.
42. Title 22 Distribution System	Recycled water distribution system owned and operated by Padre Dam for the purpose of non-potable reuse compliant with Title 22 regulations.
43. Title 22 Water Offtaker	A Party to the ECAWP JPA pursuant to which Title 22 compliant recycled water is sold for purpose of non-potable reuse. For purposes of the Project Padre Dam is the only Title 22 Water Offtaker.
44. Wastewater Services Agreement	An agreement between the ECAWP JPA and the Wastewater Offtakers, pursuant to which the ECAWP JPA will commit to treat and dispose of wastewater and wastewater byproducts, and the Wastewater Service Offtakers will commit to pay the ECAWP JPA for the wastewater treatment and disposal services.
45. Wastewater Service Offtaker	A party to the ECAWP JPA pursuant to which wastewater services are provided to all or certain JPA Members.

Subject	Meaning
46. Wastewater Treatment Facilities	Those facilities that are required to treat wastewater to Clean Water Act Standards to discharge into inland live stream water body, or its equivalent, as will be agreed upon in the Contract and whose costs are allocated to wastewater treatment for purposes of the unit cost to be paid by beneficiaries of wastewater treatment.
47. Water Production Facilities	Those facilities required to meet California Reservoir Augmentation and federal Safe Drinking Water Act regulations, or its equivalent, as will be agreed upon in the Product Water Purchase Agreement and whose costs are allocated to water treatment and conveyance so that the unit cost is paid by the beneficiaries of water treatment and conveyance.
48. Wet Weather Flow	Dry weather flow combined with inflow and infiltration from a storm event into a Local Wastewater Collection System.
49. WRF	Ray Stoyer Water Reclamation Facility currently owned and operated by Padre Dam

B. NEGOTIATION AND APPROVAL PROCESS

Subject	Understanding
1. Purpose	The purpose of this Term Sheet is to set forth the basis for negotiations toward a possible Contract by and between the Parties. It is a summary only and is not comprehensive or definitive. The Parties understand that substantive terms and detailed provisions not noted or fully developed in this Term Sheet are expected to be included in any final Contract.
2. Not a Contract	This Term Sheet is not a contract. The proposed terms and conditions set forth herein do not bind any Party in any manner.
3. Parties Desire to Implement ECAWP Project	Parties recognize the economies of scale unit cost benefit of construction and operation of the Project capable of providing up to 15 MGD additional wastewater treatment capacity and capable of producing up to approximately 12,000 Acre Feet of Product Water and approximately 1,000-acre feet of Title 22 compliant recycled water for non-potable uses and desire to consider the feasibility of construction of the Project.
4. Expansion of Project Beyond 15 MGD Wastewater Treatment Capacity	A future decision to expand Project wastewater treatment capacity beyond an additional 15 MGD will be subject to a future agreement of the Parties. Consideration of expansion beyond an additional 15 MGD of wastewater treatment capacity will be contingent upon obtaining commitments for 1) cumulative wastewater flows above 15 MGD and 2) purchases of Product Water and/or Title 22 water in quantities compatible with wastewater treatment in excess of 15 MGD.
5. Contract Negotiations	<p><u>A. Commencement</u></p> <p>The Parties intend to enter negotiations for definitive agreements comprising the Contract following either (1) approval of this Term Sheet by the respective legislative bodies of each of the Parties or (2) Agreement by all the Parties to enter into negotiations for definitive agreements without approval of this Term Sheet.</p> <p><u>B. Termination of Negotiations</u></p> <p>The Parties acknowledge that any Party may suspend, terminate or renew negotiations at any time and for any reason without consequence, damages or liabilities to the other Parties.</p> <p><u>C. Agreements Contemplated May Be Combined During Negotiations</u></p> <p>The Parties currently intend to enter into negotiations for separate definitive agreements comprising the Contract, as the term “Contract” is defined in Section A.4 of this Term Sheet. The Parties, however, agree that during negotiations, the terms conditions of any or all of the separate definitive agreements described in Section A.4 of this Term Sheet may be combined into one or more agreements, and that all of the ultimately negotiated separate definitive agreements will comprise the Contract as contemplated herein.</p>

Subject	Understanding
6. CEQA Lead Agency	Padre Dam will be the lead agency for CEQA purposes prior to the formation for the JPA.
7. Parties that are Wastewater Service Offtaker	Padre Dam, County SAN and El Cajon are Wastewater Service Offtakers from the ECAWP JPA.
8. Parties that are Product Water Offtaker	Helix is a Product Water Offtaker in its Product Water Purchase Agreement with ECAWP JPA.
9. Parties that are Title 22 Water Offtaker	Padre Dam is a Title 22 Product Water Offtaker from the ECAWP JPA.
10. Time is of the Essence	Parties recognize and agree that grant funding and low interest loans from the State of California are critical to the cost effectiveness of the Project and that the State of California has certain performance requirements related to commencement and completion of Project construction that require the Parties to expedite Contract negotiations and that the Parties intend to work in good faith to reach agreement on the Contract so that obtaining these funds will not be jeopardized.
11. Padre Dam Facilities and Operational Activities not part of the Project	<p>Padre Dam’s existing Title 22 Distribution System is not part of the ECAWP and all liabilities and assets will be retained by Padre Dam. Santee Lakes is not a part of the ECAWP and Padre Dam will retain sole authority to set polices and operate Santee Lakes in the manner it determines in its sole discretion. Santee Lakes shall continue to receive an annual average 0.8 MGD of product water from brine minimization technology at no cost to Padre Dam. Additionally, Padre Dam shall pay ECAWP JPA an agreed upon price for Title 22 Water up to 1.2 MGD annual average for its non-potable distribution system. Title 22 water in excess of 1.2 MGD annual average may be requested pursuant to Section F.5.</p> <p>Padre Dam Facilities are required for Project implementation. Payment for the value of the ongoing utilization of Padre Dam Facilities, including the WRF, influent pump station (IPS) and force main, and land associated with the future WRF and AWP development will be specifically addressed and defined through Contract terms between Padre Dam and the ECAWP JPA.</p>
12. Use of Helix Facilities and Operational Activities associated with the Project	<p>Lake Jennings (Reservoir), Reservoir Operations, and the Levy WTP are owned and operated by Helix as part of Helix’s water supply, water storage and water treatment system. Helix retains sole authority to set policies and operate Helix Facilities in the manner it determines in its sole discretion.</p> <p>Helix Facilities are required for Project implementation. Payment for the value of the ongoing utilization of Helix Facilities, including the Lake Jennings Reservoir, as part of the Project will be specifically addressed and defined</p>

Subject	Understanding
	through contract terms between Helix and the ECAWP JPA. Helix retains sole discretion in determining acceptance of use for Helix Facilities in the Project.

C. TERMS AND CONDITIONS OF THE JOINT POWERS AGREEMENT

1. Joint Powers Agreement	An agreement between Padre Dam, County SAN, and El Cajon through which the ECAWP JPA will be formed and established.
2. JPA Members	The potential members of the ECAWP JPA shall be Padre Dam, County SAN, and El Cajon. Either County SAN or El Cajon may elect to participate in the ECAWP as a non-JPA member, at their own election. The parties acknowledge, however, that either County SAN or El Cajon (or both) must participate as a member in order to form a JPA with Padre Dam.
3. Helix JPA Membership	Helix at its own election shall have the option to join the ECAWP JPA any time prior to execution of a Contract or following commencement of Commercial Operations.
4. Board Composition	Board membership and voting method will be determined in final Contract.
5. Establishment of Technical Advisory Committee (TAC)	A Technical Advisory Committee (TAC) will be established at formation of the ECAWP JPA to advise the Board and JPA Administrator on technical, financial and JPA management matters. The TAC shall be comprised of staff from the JPA members and Service Agreement Partners.

<p>6. Role of the ECAWP JPA</p>	<p>The primary activities of the ECAWP JPA will include the following:</p> <ul style="list-style-type: none"> A. Acquire, lease, or otherwise take control of the relevant Project assets currently owned by Padre Dam and City of San Diego; B. Assume Padre Dam’s rights and obligations pursuant to the Grants and SRF Loan; C. Supervise and manage the Project Development Period Activities; D. Appoint a general counsel to represent the ECAWP JPA; as will be specified in the Joint Powers Agreement, the general counsel appointed shall not be general counsel for one of the JPA Members. The JPA may, however, use the general counsel for one of the JPA Members for special counsel services. E. Finance the Project Development Period Costs through a combination of Grants, SRF Loan proceeds, other debt instruments of the ECAWP JPA, private sector partnership opportunities, and pay-as-you-go contributions from the applicable JPA Members; F. Enter into a design-build contract, or other alternative project delivery contract for the design and construction of the Project; G. Issue tax-exempt Bonds and/or other debt instruments to provide financing for the Project; H. Own the Project and supervise the Project’s operations; I. Enter into an Administrator Agreement with Padre Dam as the Administrator J. Enter into an Operations & Maintenance Agreement with Padre Dam as the Operator K. Deliver Product Water to Helix, and receive payment from Helix, pursuant to a Product Water Purchase Agreement between the ECAWP JPA and Helix; L. Receive and treat wastewater provided by all or certain JPA Members, and receive payments from such JPA Members, pursuant to the terms of the Joint Powers Agreement; and
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	<p>M. Conduct such other activities as are necessary and appropriate to the above.</p>
<p>7. ECAWP Administration, Management and Facility Operations</p>	<p>The administration of the ECAWP JPA and operations of ECAWP facilities shall be conducted through the following agreements</p> <ul style="list-style-type: none"> A. An Administrator Agreement B. An Operations & Maintenance Agreement <p><u>Administrator Agreement:</u></p> <p>Padre Dam has been identified as the initial Administrator of ECAWP JPA. The Administrator of the ECAWP JPA shall identify key staff that shall provide services required of the Administrator under the terms of the Administrator Agreement. Such key staff shall at all times remain under the exclusive control and direction of the Administrator. Key staff identified by the Administrator shall meet certain specified qualifications to be included in the Administrator Agreement. A representative of the Administrator, which shall be an employee of the Administrator that is not assigned to deliver the services required under the Administrator Agreement, shall serve as main point of contact for the ECAWP JPA. Any concerns regarding the Administrator’s performance under the Administrator Agreement, including the performance of staff assigned by the Administrator to perform services under the terms of the Administrator Agreement, shall be relayed to the aforementioned point of contact. The Administrator Agreement will include a formal process for the ECAWP JPA Board and TAC to communicate deficiencies in performance of the Administrator and requirements to respond to these deficiencies.</p> <p><u>Operations & Maintenance Agreement</u></p> <p>Padre Dam has been identified as the initial Operator of the ECAWP facilities. The Operator of the ECAWP facilities shall identify key staff that shall provide services required of the Operator under the terms of the Operations & Maintenance Agreement. Such key staff shall at all times remain under the exclusive control and direction of the Operator. A representative of the Operator, which shall be an employee of the Operator that is not assigned to deliver the services required under the Operations & Maintenance Agreement, shall serve as main point of contact for the ECAWP JPA. Key staff identified by the Operator shall meet certain specified qualifications to be included in the Operations & Maintenance Agreement. Any</p>

	<p>concerns regarding the Operator’s performance under the Operations & Maintenance Agreement, including the performance of staff assigned by the Operator to perform services under the terms of the Operations & Maintenance Agreement, shall be relayed to the aforementioned point of contact. The Operations & Maintenance Agreement will include a formal process for the ECAWP JPA Board and TAC to communicate deficiencies in performance of the Operator and requirements to respond to these deficiencies.</p>
<p>8. ECAWP JPA Right to Contract with other member or entity for Administrator and/ or Operations & Maintenance Services</p>	<p>ECAWP JPA Board shall have the right to contract with any member of the JPA or other entity for the Administrator services and/or Operations & Maintenance services in the event of either:</p> <ul style="list-style-type: none"> A. Sustained inability to meet performance standards and requirements to be defined in the Administrator and /or Operations and Maintenance Agreement. B. Completion of the term of the Administrator or Operations & Maintenance Agreements. The term of each agreement and the process for selecting a replacement Administrator and/or Operator will be specified prior to execution of the Agreements.
<p>9. Documentation of Proposed Fail Safe Disposal Compliance Method</p>	<p>Prior to execution of the Contract documentation detailing the proposed method to meet NPDES Permit requirements for fail safe disposal shall be prepared.</p>
<p>10. Credit to Parties for Development Period Costs from Bond Proceeds at Financial Close</p>	<p>The Parties agree that the ECAWP JPA shall credit or reimburse the Parties for their individual contributions towards Development Period Costs from proceeds on Bond sales for ECAWP JPA.</p>

D. TERMS AND CONDITIONS OF THE WASTEWATER SERVICES AGREEMENT

1. Term	30 years. Renewal terms to be addressed in final contract.
2. Provision of Wastewater Treatment Services	Pursuant to the Joint Powers Agreement, the ECAWP JPA will provide wastewater treatment services to all or certain JPA Members in compliance with all applicable laws, rules and regulations including but not limited to the Clean Water Act and NPDES Permit.
3. Wastewater Delivery Point	The “Wastewater Delivery Point” for the ECAWP JPA shall be at the influent point for the existing Influent Pump Station and East Mission Gorge Pump Station.
4. Wastewater Flow Commitments of the Parties	Capacity of the Project to treat wastewater flows generated by the Wastewater Service Offtakers will be based on each individual Party’s wastewater Dry Weather Flows for current and future projected flows. Wastewater Service Offtakers will determine final flow projections prior to the execution of the Joint Powers Agreement.
5. Each Party Responsible for Managing its own Wet Weather Flows	Each Wastewater Service Offtaker receiving wastewater treatment services from the ECAWP JPA are each individually responsible for the cost of managing its Wet Weather Flows originating within its individual service area including, but not limited to, charges imposed by the City of San Diego for the conveyance, treatment and disposal of those flows of and/or through the Metropolitan Wastewater System or any charges Padre Dam, County SAN and El Cajon are obligated to pay under Muni Transportation Agreements with the City of San Diego. In developing the final Contract the Parties receiving wastewater treatment services from the ECAWP JPA shall consider the feasibility of JPA responsibility for Metro costs related to managing Wet Weather Flows and then billing the responsible ECAWP member its proportionate share of those costs.
6. Relationship of Wastewater Treatment Design Capacity to Product Water and Title 22 Water Sales	The Parties acknowledge that the ultimate design capacity of the Project to treat wastewater flows generated by the Wastewater Service Offtakers is limited to the cumulative total of the mutually agreed upon wastewater flow projections as required in Section D.4 above up to the amount of Product Water and Title 22 Water sales or permitted under Surface Water Augmentation Regulations.

<p>7. Payment of ECAWP JPA Net Costs for Wastewater Treatment Services</p>	<p>In consideration of its receipt of wastewater treatment services and the other benefits of membership in the ECAWP JPA, each Wastewater Service Offtaker will be required to irrevocably commit to pay* its proportionate share of ECAWP JPA Net Costs. Each Wastewater Service Offtaker’s proportionate share shall reflect the percentage of wastewater treatment capacity it requires based on its individual Wastewater Flow Commitment and actual wastewater flow volume and strength. A detailed methodology for billing will be defined in the final Contract.</p> <p>“ECAWP JPA Net Costs” shall be:</p> <ul style="list-style-type: none"> A. Debt service payments on bonds issued by the ECAWP JPA, SRF Loan(s) of or assumed by the ECAWP JPA, and other debt instruments of the ECAWP JPA, together with required reserve fund contributions, trustee fees, and related administrative costs; plus B. Pay-go capital costs (including planning, design, financing (not included in Section A, above), construction or reconstruction costs of the Project, operations and maintenance costs of the Project incurred as required by sound engineering and management practices and as may be required by applicable laws, rules, and regulations and, due to the Administrator for its services, and due to the Operator for its services; plus C. Administrative and development costs of the ECAWP JPA; plus D. All other expenditures of the ECAWP JPA incurred as required by sound engineering and management practices and as may be required by applicable laws, rules and regulations; less <ul style="list-style-type: none"> a. Funds received from all or certain JPA Members for wastewater treatment services. b. Funds received from Helix pursuant to the Product Water Purchase Agreement. c. Funds received from Padre Dam for purchase of Title 22 Water. E. Funds received by the ECAWP JPA from MWD’s Local Resources Program (LRP) <p>*This commitment shall continue until the later of the established useful life of the Project, including any extension thereof as a result of any agreed to upgrades and/or modifications, or the retirement</p>
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	of any debt incurred by the ECAWP JPA therefor, during the established useful life of the Project.
8. Responsibility for Compliance with Source Water Control Program	All Wastewater Service Offtakers will be required by the ECAWP JPA to administer and comply with a Source Water Control Program. Adherence to the City of San Diego’s Source Control requirements associated with the Pure Water Program will be deemed compliance with this requirement. The Contract will address the responsible Parties for enforcement and management of the Source Control Program.
9. Wastewater Treatment Unit Price	<p>The unit price for Wastewater Treatment (the "Wastewater Treatment Unit Price") shall be specified in terms of dollars per million gallons based on the total amount of Wastewater (approximately 15 MGD) treated and disposed by the Project upon completion of construction.</p> <p>The numerator in this calculation shall be the ECAWP JPA's annual debt service, operating expenses, and reasonable overhead costs that are allocated to its Wastewater Treatment operations as set forth in the Proforma Financial Model. The denominator in this calculation shall be the wastewater Flow Commitment for such year based on the full production of the Single-Phase Project.</p> <p>This does not preclude the Parties receiving wastewater treatment services from the ECAWP JPA agreeing in the final Contract to establish a capital recovery charge based on the individual agency need for wastewater treatment capacity and a separate Operations and Maintenance Charge based on actual wastewater flow and strength.</p>
10. Final Cost Allocation Between Wastewater and Water	Final determination of the unit price for Wastewater Services ("Wastewater Services Unit Price") will be based on the allocation of ECAWP Project capital, operating and reasonable overhead costs between wastewater treatment and Product Water supply production. Allocation of Costs between wastewater treatment and Product Water supply production will be determined prior to execution of the Agreement.
11. Availability of Wastewater Treatment and Disposal Services in Two Stages	Current planning for Design and Construction of Project facilities envisions wastewater treatment and solids handling in a staged manner concurrent with an Initial Early Stage of Product Water Production of approximately 2 MGD followed by full wastewater treatment and disposal capacity and Product Water Production

	capacity over a to be defined period. An estimated schedule for available wastewater treatment capacity will be included in the Contract. This initial first stage of production will provide for an operational test period for the ECAWP JPA, Helix and the permitting agencies to collect data and evaluate the operations of the ECAWP prior to full wastewater treatment and disposal services and Product Water production.
12. Force majeure / change in law	Force majeure and change in law events may result in adjustments to the Unit Price over the Term.

E. TERMS AND CONDITIONS OF THE PRODUCT WATER PURCHASE AGREEMENT

1. Term	30 years. Renewal terms to be addressed in final agreement.
2. Product Water	"Product Water" shall be water that meets all state requirements for Surface Water Augmentation and supplemental water quality requirements mutually agreed to by ECAWP JPA and Helix as necessary and appropriate for delivery into Lake Jennings as a drinking water reservoir.
3. Delivery Point	The "Delivery Point" shall be the termination of the Product Water Conveyance Pipeline where it discharges into Lake Jennings. The Lake Jennings Inlet Structure may be the Delivery Point.
4. Product Water Conveyance System and Lake Jennings Inlet Structure	<p><u>A. Product Water Conveyance System Description</u> The Product Water Conveyance System and Lake Jennings Inlet Structure consists of the Product Water Pump Station, 24-inch conveyance pipeline and (description of inlet structure to be provided).</p> <p><u>B. Conveyance System Adequacy</u> The Conveyance System will be adequate to transport and deliver Product Water at all times to the Product Water Delivery point in the quantities required by the Product Water Purchase Agreement.</p>
5. Committed Volume	The "Committed Volume" is expected to be 100% of the reasonably-expected annual Product Water output of the Project, taking into account the Project's treatment capacity, expected maintenance downtime, conveyance losses, and other factors.
6. Take and Pay Commitment	Helix shall commit to take and pay for the Product Water it receives at the Delivery Point each year, up to the Committed Volume of Product Water. Helix will be required to purchase Product Water only if Product Water meets regulatory and contractual water quality requirements and only that amount of Product Water delivered to Lake Jennings that meets the regulatory and water quality requirements.
7. Product Water Delivery Shortfalls	"Product Water Delivery Shortfalls" shall be any annual shortfalls in actual Product Water deliveries, versus the Committed Volume. Unless a Product Water Delivery Shortfall is caused by a force majeure or change-in law-event, Helix shall have no obligation to pay for Product Water Delivery Shortfalls.

<p>8. Product Water Delivery Surpluses</p>	<p>“Product Water Delivery Surpluses” shall be any annual excesses in actual Product Water deliveries, versus the Committed Volume. Purchase price to be discussed.</p>
<p>9. Product Water Unit Price</p>	<p>The unit price for Product Water (the “Product Water Unit Price”) shall be specified in terms of dollars per acre-foot based on the total amount of Product Water (approximately 10 MGD) produced by the Project upon completion of construction.</p> <p>The numerator in this calculation shall be the ECAWP JPA’s annual debt service, operating expenses, and reasonable overhead costs that are allocated to its Product Water supply operations as set forth in the Proforma Financial Model. The denominator in this calculation shall be the Committed Volume for such year based on the full production of the Single Phase Project.</p> <p>If the ECAWP JPA is the recipient of LRP funding or other grant funding the per acre foot amount of the revenue received from those sources will be deducted from the Unit Price described above.</p>
<p>10. Final Cost Allocation Between Wastewater and Water</p>	<p>Final determination of the Unit Price will be based on the allocation of ECAWP Project capital, operating and overhead costs between wastewater treatment and Product Water supply production. Allocation of Costs between wastewater treatment and Product Water supply production will be determined prior to execution of the Agreement.</p>
<p>11. Availability of Product Water in Two Stages</p>	<p>Current planning for Design and Construction of Project facilities envisions Product Water production in a staged manner with an Early Initial Stage Product Water capacity of approximately 2 MGD followed by the production of the full ECAWP capacity of approximately 10 MGD. This initial first stage of production will provide for an operational test period for the ECAWP JPA, Helix and the permitting agencies to collect data and evaluate the operations of the ECAWP prior to full production of the Committed Volume. The Parties will work jointly to develop an operations plan that takes into account the staging of full production of the Committed Volume. The “Early Initial Stage” will need to be completed by December 2023 to satisfy Proposition 1 SRF requirements.</p>
<p>12. Estimated Design, Construction, and Testing period for Full</p>	<p>The Parties agree that the estimated time period from commencement of construction to commercial operations capable of producing the full Committed Volume is approximately 48 months. A more detailed schedule will be provided as an exhibit to the Product Water Purchase Agreement</p>

Product Water Production	
13. Force majeure / change in law	Force majeure and change in law events may result in adjustments to the Unit Price over the Term.
14. Helix Water District Responsibility to Meet Water Quality Standards at Levy WTP	Helix Water District will have sole responsibility for meeting State and Federal standards for drinking water delivered from R. M. Levy WTP.
15. ECAWP JPA Responsibility for Approval and Execution of LRP Agreement	ECAWP JPA will assume responsibility for completing and executing an LRP Agreement between ECAWP JPA, MWD, and SDCWA. Helix and Padre Dam will be sponsoring agencies for purposes of the LRP Agreement and LRP funding. Padre Dam will transition ECAWP JPA as the applicant for LRP funding and Padre Dam and Helix will assist in responding to requests for information from MWD or SDCWA, reviewing the Draft LRP Agreement and supporting ECAWP JPA in the Agreement approval process.

F. TERMS AND CONDITIONS OF THE TITLE 22 WATER PURCHASE AGREEMENT

1. Term	30 years. Renewal terms to be discussed.
2. Title 22 Water	"Title 22 Water" shall be water that meets all state requirements for non-potable reuse and supplemental water quality requirements mutually agreed to by ECAWP JPA and Padre Dam as necessary and appropriate for delivery to existing and future Padre Dam Title 22 Customers.
3. Delivery Point	The "Delivery Point" shall be the existing Padre Dam recycled water pump station.
4. Title 22 Annual Water Deliveries	The "Title 22 Annual Water Deliveries" is expected to be up to 1.2 MGD average annual demand for Title 22 Water output from the Project, taking into account the Project's treatment capacity, expected maintenance downtime, conveyance losses, lack of irrigation demand due to above normal precipitation and other factors. The Title 22 Annual Volume will be determined each year the Title 22 Agreement is in effect and the formal process for determining the Annual Volume will be detailed in the Title 22 Water Purchase Agreement.
5. Title 22 Water in excess of 1.2 MGD	In some years Padre Dam may request an amount of Title 22 water in excess of 1.2 MGD for purposes of supplementing water delivery to Santee Lakes for water quality or regulatory purposes. The Title 22 Water Purchase Agreement will detail the process for identifying an amount of excess Title 22 Water that can be delivered to Santee Lakes and in accordance with ECAWP JPA's contractual commitment for Product Water deliveries.
6. Pay if Delivered Commitment	Padre Dam shall commit to pay for the Title 22 Water that is delivered at the Title 22 Delivery Point each year, up to the Annual Volume described above. Padre Dam will also agree to pay for any Title 22 water delivered to Santee Lakes exclusive of 0.8 MGD delivered from the Brine Minimization process. Padre Dam will be required to purchase Title 22 Water only if Title 22 Water meets regulatory and contractual water quality requirements.
7. Title 22 Water Unit Price	The unit price for Title 22 Water (the "Title 22 Water Unit Price") shall be specified in terms of dollars per acre-foot based on the total amount of wastewater treated through tertiary treatment and

	<p>disinfection (approximately 15 MGD) by the Project upon completion of construction.</p> <p>The numerator in this calculation shall be the ECAWP JPA's annual debt service, operating expenses, and reasonable overhead costs that are allocated to its tertiary treatment and disinfection operations as set forth in the Proforma Financial Model. The denominator in this calculation shall be the total quantity of wastewater receiving primary, secondary, tertiary and disinfection for such year based on the full production of the Single Phase Project.</p> <p>Any LRP or SDCWA funding or other grant funding for Padre Dam's Title 22 distribution system and reuse program is for the sole benefit of Padre Dam.</p>
<p>8. Force majeure / change in law</p>	<p>Force majeure and change in law events may result in adjustments to the Unit Price over the Term.</p>

G. TERMS AND CONDITIONS REGARDING PERMITTING, DESIGN, CONSTRUCTION AND OPERATION

<p>1. Preferred Project Delivery Method</p>	<p>Design Build, or other alternatives to design-bid-build, are the current preferred project delivery method of the Parties for the Project. The Parties agree, however, and acknowledge that delivery methods, other than Design Build may be more appropriate for all or part of the Project.</p>
<p>2. Construction Period Oversight, Reporting and Review for the Project</p>	<p>Pursuant to the Administrator Agreement, Padre Dam will have the right to monitor and observe construction progress of Project Facilities and will represent the ECAWP JPA in oversight of the DB Contractor and will make recommendations to the ECAWP JPA for changes during construction and the administration of claims against or by the DB Contractor. Padre Dam will attend monthly progress meetings with Helix and other interested JPA Members and will provide Helix and other interested members of ECAWP JPA access to information that includes but is not limited to: daily reports, weekly reports, in-plant QA/QC reports, non-compliance reports, field orders, and requests for information. Padre Dam will notify Helix and other members of the ECAWP JPA on all requests made by the contractor and Padre Dam's owner's representative for field changes and will consider and respond to any other comments or concerns made by Helix or other members of ECAWP JPA. Helix and other members of ECAWP JPA will have the right to observe and inspect construction of the Project at any reasonable time.</p>
<p>3. Start-Up and Acceptance Testing of the Plant</p>	<p>The Design Build Contract will set forth acceptance test standards and procedures designed to assure the Parties that Project Wastewater Treatment Facilities and Water Production Facilities and all Product Water Conveyance System will be capable, on a long-term basis, of meeting the requirements of the Design Build Contract. The individual Parties will have the right to review and comment on the acceptance test protocol to be developed in accordance with the requirements of the Design Build Contract, and to observe Plant start-up and acceptance testing.</p>
<p>4. Construction and Start-Up of the Conveyance System and Lake Jennings Inlet Structure</p>	<p>The Design Build Contract will also set forth acceptance test standards specifically for the Product Water Conveyance System and Lake Jennings Inlet Structure and provide Helix with the right to review and comment on the acceptance test protocol for the Product Water Conveyance System. Upon completion of start-up and acceptance testing of the Product Water Conveyance System, Helix will conduct a final inspection of the Product Water Conveyance System and Lake Jennings Inlet Structure and provide Padre Dam with a written punch list of outstanding items or fixes. Upon satisfactory completion of the punch list, Helix will provide a</p>

	<p>written recommendation to Padre Dam and ECAWP JPA to proceed with the filing of the notice of completion.</p>
<p>5. Project Permitting</p>	<p><u>A. NPDES Permits</u> Padre Dam will be responsible for obtaining on behalf of the ECAWP JPA all Project NPDES Permits as required of the Surface Water Augmentation Project Water Recycling Agency (SWAP WRA) in the Surface Water Augmentation Regulation. Helix will cooperate and assist Padre Dam in applying for and processing the required NPDES permit for discharge of advanced purified water into Lake Jennings. Padre Dam will keep Helix informed of the progress in obtaining the NPDES Permit. Padre Dam will assign the NPDES Permit to the ECAWP JPA.</p> <p><u>B. Drinking Water Permit Associated with Levy WTP and Augmented Reservoir Monitoring</u> Helix will be obligated to and responsible for obtaining modifications to its Drinking Water Permit to accommodate surface water augmentation with advanced purified water as required of the Surface Water Augmentation Project Public Water System (SWAP PWS). Padre Dam as Administrator will provide Helix any information it or the Division of Drinking Water may require, in modifications to the Drinking Water Permit. Helix will keep Padre Dam and ECAWP JPA informed of the progress in obtaining the modified Drinking Water Permit.</p> <p><u>C. SWRCB Mercury Reservoir Program</u> Lake Jennings has been identified as mercury impaired under the SWRCB Mercury Reservoir Program and will be 303(d) listed in the 2018 Clean Water Act update. Helix will inform and keep Padre Dam up to date with issues related to the SWRCB Mercury Program including those that could affect SWRCB or RWQCB NPDES permitting.</p>
<p>6. Helix Water District Coordination with Padre Dam for Delivery of Product Water and Operation of Lake Jennings Reservoir</p>	<p>Padre Dam and Helix will coordinate during design and construction to allow Helix to add equipment space for SCADA components in the Product Water conveyance, Project (related to status, disinfection, and compliance) and other facilities as identified. Padre Dam and Helix will develop an operations plan outlining operational parameters, protocols, communications, and actions to be taken during the operation of the Project and Product Water Conveyance System including but not limited to procedures for bypassing the Product Water Conveyance System and redirecting non-compliant Product Water flows to a location other than the Reservoir and termination of Levy WTP draft from the Reservoir during periods of off-spec Product Water flows entering the Reservoir.</p>

**H. ADDENDUM FOR HELIX-PADRE DAM POTABLE WATER PURCHASE SUB-
AGREEMENT**

1. Padre Dam Payment to Helix for Potable Water under Potable Water Purchase Sub-Agreement	For the amount of Potable Water delivered by Helix to Padre Dam under the Potable Water Purchase Sub-Agreement, Padre Dam will pay Helix the cost Helix pays ECAWP JPA for Product Water plus a mutually agreed upon cost recovery-based price for use of use of Helix Facilities and Operational Activities associated with ECAWP.
2. Relationship of Product Water Purchased by Helix and Potable Water purchased by Padre Dam under Potable Water Purchase Sub-Agreement	Product Water delivered to Lake Jennings and Purchased by Helix from the ECAWP JPA and sold to Padre Dam as Potable Water shall be considered local supply owned by Padre Dam for any and all purposes where such designation has legal or other meaning.



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Morgan Foley, City Attorney
SUBJECT: Request for Indemnification – Councilmember Ben Kalasho
(Lane v. Kalasho)

RECOMMENDATION:

Consider whether the City should reimburse Councilmember Kalasho the amount of \$1,500.00, and under what terms and conditions, if any, should apply to the City's commitment of indemnification.

BACKGROUND:

On July 24, 2018, a lawsuit was filed in the United States District Court for the Southern District of California by Mark Lane, against Councilmember Ben Kalasho, and Does 1 through 100 (the "Complaint"). The lawsuit did not name the City. The Complaint alleged that Councilmember Kalasho maintains "Facebook websites in order to communicate with the public about official City of El Cajon matters and other public affairs." The Complaint further alleged that Councilmember Kalasho "blocked" the plaintiff, Mr. Lane, from these website accounts thereby preventing the plaintiff from criticizing Councilmember Kalasho in those forums.

The Complaint alleged that at all times relevant to the pleading Councilmember Kalasho was a member of the El Cajon City Council; it also alleged, however, that Councilmember Kalasho was "not currently being sued in an official capacity." Finally, the Complaint alleged that Councilmember Kalasho's alleged conduct in blocking the plaintiff from posting on the Facebook websites violated Mr. Lane's Constitutional rights of free expression and to criticize the government under the First Amendment. It is alleged that these Facebook websites, controlled by Councilmember Kalasho, each constitute a "public forum."

On September 11, 2018, Councilmember Kalasho was served with the Complaint at the City Council meeting. After the meeting he "tendered" the defense to the City by handing it to me and asking if the City would provide a defense and indemnification.

On September 19, 2018, Councilmember Kalasho, on his own, initiated settlement discussions with the plaintiff through a direct communication to Mr. Lane's attorney, Mr. Cory Briggs. As a result of these discussions, the parties negotiated a settlement, executing and filing a Joint Motion for Dismissal With Prejudice on September 27, 2018 (the "Joint Dismissal"). The terms of the Joint Dismissal provide that Councilmember Kalasho (1) will permanently refrain from all manner of restricting Mr. Lane "and all other members of the public" from viewing, commenting on (i.e., posting) or otherwise accessing "any social media account (e.g., Facebook, Twitter,

and Instagram)” controlled by Councilmember Kalasho while he holds public office and upon which he has posted or responded to “any content that pertains in any way to the public’s business or to him as a public official within the preceding 24 months”; (2) will only block persons (including Mr. Lane) if the posting contains “a concrete threat of physical violence, that predominately contains profanities, or that was not posted by a natural person (e.g., by a bot)”; and (3) agrees to pay \$1,500.00 to Briggs Law Corporation as partial reimbursement of the plaintiff’s legal expenses. The Joint Dismissal is attached to this report.

Councilmember Kalasho has provided me with a copy of a cashier’s check in the amount of \$1,500.00, payable to the Briggs Law Corporation. A copy of the cashier’s check is also attached to this report.

Because the City was never involved in the defense of this action or named in the lawsuit, there are no defense costs to the City. At this time, Councilmember Kalasho is requesting that the City Council indemnify him by reimbursing to him the amount of the damages he paid, i.e., \$1,500.00.

REPORT:

Under California law, the City is obligated, upon proper request of an employee or a former employee, to provide the defense of that employee in any action or proceeding brought against the employee based on an act or omission in the scope of his or her employment of the public City. (California Government Code section 995.) Similarly, a current or former City employee may seek indemnity from damages from the City incurred as a result of a judgment or settlement if it is established that the injury suffered by the third party arose out of an act or omission of that employee if occurring within the scope of his or her employment by the City. (California Government Code section 825.2.)

However, the City has the option to refuse to provide a defense to the employee if it determines that (1), the acts or omissions of the employee were not within the scope of his or her employment; (2) the employee acted or failed to act because of actual fraud, corruption, or actual malice; or (3) by providing a defense there is created a specific conflict of interest between the City and the employee. (California Government Code section 995.2(a).) Even if a defense is undertaken by the City, the City still has no obligation to indemnify the public employee from a claim or judgment if (1) the claim or judgment is based on an act or omission outside the scope of employment; (2) the employee acted or failed to act because of actual fraud, corruption, or actual malice; or (3) the employee failed or refused conduct his defense in good faith or failed or refused to cooperate in good faith in the defense conducted by the City. (California Government Code section 825.5(b).)

While the Complaint states that it was not brought against Councilmember Kalasho in his official capacity, it does raise a claim that Councilmember Kalasho violated Mr. Lane’s First Amendment rights to the freedom of expression, i.e., criticizing a public official. In order to make such a claim it is necessary to allege, and the plaintiff in fact alleges, that Councilmember Kalasho’s social media accounts each constitute a “public forum.” It is not settled by the courts whether a public official’s private social media accounts, used by the public official to communicate the public’s business, creates a public forum, or under what circumstances a private social media (i.e., a “non-public forum”) might be converted into a public forum by the official’s use.

These types of lawsuits are becoming more popular, and public officials are cautioned not to utilize their personal social media accounts in such a manner so as to inadvertently convert an otherwise non-public forum into a public forum, or a limited public forum, by communicating “the public’s business” on a regular basis.

In the present request of Councilmember Kalasho, it is up to the City Council to decide if it will agree to indemnify him for the payment of \$1,500.00, made to the Briggs Law Corporation in order to settle the matters expressed in the Complaint and the Joint Motion.

Attachments

Joint Dismissal
Cashier's Check

1 BRIGGS LAW CORPORATION [FILE: 1969.00]
2 Cory J. Briggs (State Bar no. 176284)
3 cory@briggslawcorp.com
4 99 East "C" Street, Suite 111
5 Upland, CA 91786
6 Telephone: 909-949-7115

Attorneys for Plaintiff Mark Lane

8 UNITED STATES DISTRICT COURT
9 SOUTHERN DISTRICT OF CALIFORNIA

11 MARK LANE,
12 Plaintiff,
13 vs.
14 BEN KALASHO; and DOES 1 through 100,
15 Defendants.

CASE NO. 18-CV-1687 BEN(NLS)
**JOINT MOTION FOR DISMISSAL WITH
PREJUDICE (IN FURTHERANCE OF
SETTLEMENT; COURT RETAINS
ENFORCEMENT JURISDICTION)**

17 Plaintiff MARK LANE ("Plaintiff") and Defendant BEN KALASHO ("Defendant") jointly
18 move the Court, pursuant to Federal Rule of Civil Procedure 41(a)(2), for an order dismissing this
19 lawsuit with prejudice in furtherance of the parties' settlement, with the Court incorporating the
20 settlement terms and retaining enforcement jurisdiction, as follows:

21 1. Plaintiff filed this lawsuit on July 24, 2018, alleging (in general terms) that Defendant
22 violated Plaintiff's federal and state constitutional rights by blocking Plaintiff's access to certain social-
23 media accounts maintained by Defendant in his capacity as a public official. Defendant denies the
24 allegations.

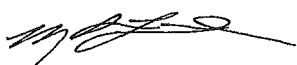
25 2. To avoid the delay and expense of this lawsuit, Plaintiff and Defendant desire to settle
26 their dispute on the following terms and conditions:

27 A. In order to protect the rights of Plaintiff and any other members of the public to
28 engage in free expression and to petition government officials (including but not limited to Section

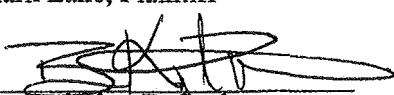
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4. Based on the foregoing, the parties jointly move the Court for an order dismissing this lawsuit with prejudice, incorporating the terms of the parties' settlement, and retaining jurisdiction over the parties for the purpose of enforcing their settlement.

Date: September 27, 2018.


M. _____

Date: September 27, 2018.


Ben Kalasho, Defendant

Date: September __, 2018.

Respectfully submitted,
BRIGGS LAW CORPORATION

By: s/ Cory J. Briggs
Attorneys for Plaintiff Mark Lane

1 BRIGGS LAW CORPORATION [FILE: 1969.00]
Cory J. Briggs (State Bar no. 176284)
2 cory@briggslawcorp.com
99 East "C" Street, Suite 111
3 Upland, CA 91786
Telephone: 909-949-7115

4 Attorneys for Plaintiff Mark Lane
5
6

7 UNITED STATES DISTRICT COURT
8 SOUTHERN DISTRICT OF CALIFORNIA
9

10 CASE NO. 3:18-CV-1687-BEN (NLS)

11 MARK LANE,
12 Plaintiff,

13 vs.

14 BEN KALASHO; and DOES 1 through 100,
15 Defendants.
16

17 **PROOF OF SERVICE**

18 I, Cory J. Briggs, am over the age of 18 years and not a party to this action. My business address
19 is Briggs Law Corporation, 99 East "C" Street, Suite 111, Upland, CA 91786.

20 On September 27, 2018, I served a copy of:

21 (1) **JOINT MOTION FOR DISMISSAL WITH PREJUDICE (IN FURTHERANCE**
22 **OF SETTLEMENT; COURT RETAINS ENFORCEMENT JURISDICTION)**

23 on Ben Kalasho via electronic mail at benkalasho@gmail.com.

24 I declare under penalty of perjury under the laws of the United States that the foregoing is true
25 and correct.

26 Date: September 27, 2018.

27 s/ Cory J. Briggs
28



PO Box 3000
Merrifield, VA 22119-3000
navyfederal.org

BY 7437
2690

Cashier's Check

Serial No.	Account No.	Date	Amount
0444775559	3024726279	09/28/18	\$*****1500.00

Pay to the Order of BRIGGS LAW CORPORATION

REMITTER: BESSMON KALASHO

⑆ 256074974⑆

280912

11002

2018 NAVY FEDERAL CREDIT UNION (8-14)



City Council
Agenda Report

DATE: October 23, 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:

- October 6, 2018 - Fire Open House
- October 12, 2018 - SANDAG Board Meeting
- October 12, 2018 - SANDAG Audit Committee Meeting
- October 12, 2018 - SANDAG Regional Plan Lunch Briefing
- October 14, 2018 - Stand With Us for Israel Gala
- October 15, 2018 - East County Mayors Luncheon
- October 18, 2018 - Regional Plan Network Concept Outreach - Community Conversations
- October 19, 2018 - HauntFest Costume Judging
- October 23, 2018 - City Council Meeting(s)

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

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

Agenda Item 16.

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM:
SUBJECT: Legislative Report

RECOMMENDATION:

Attachments

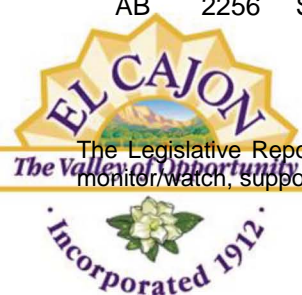
Legislative Report 10-23-18



LEGISLATIVE REPORT

BILL NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
AB 1766	Maienschein	Requires public swimming pools that provide lifeguard services to provide automatic external defibrillators (AED).	10/23/18		Assembly	Signed by the Governor.
AB 1968	Low	Prohibits a person who has been taken into custody more than once within a year because of mental health disorders, determined to cause a danger to themselves or others, from owning a firearm for the rest of their lives.	10/23/18		Assembly	Becomes effective on January 1, 2020. Signed by the Governor.
AB 2164	Cooley	Allows local agencies to adopt an ordinance that provides for the immediate imposition of administrative fines or penalties for the violation of building, plumbing, electrical, or other similar structural, health and safety, or zoning requirements if the violation exists as a result of, or to facilitate the illegal cultivation of cannabis.	10/23/18		Assembly	Signed by the Governor.
AB 2256	Santiago	Authorizes a pharmacy, wholesaler, or manufacturer to furnish Narcan to law enforcement agencies.	10/23/18		Assembly	Signed by the Governor.

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.



BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
AB	2880	Harper	Authorizes local governments to contract with the FPPC for the administration and enforcement of local campaign finance, and government ethics laws.	10/23/18		Assembly	Signed by the Governor.
SB	822	Wiener	Restores net neutrality principles in California.	10/23/18		Senate	Signed by the Governor.
SB	1145	Leyva	Protects local economic development investments by allowing Enhanced Infrastructure Financing Districts (EIFD's) to finance on-going maintenance costs for public projects financed by the EIFD.	10/23/18		Senate	Signed by the Governor.
AB	2495	Mayes	Makes it unlawful for a city government to charge a person for the costs of investigating, prosecuting, or appeal in code enforcement actions that the city sustains in a criminal case.	10/23/18		Assembly	League of California Cities requested veto. Request was denied. Signed into law by Governor.
AB	2544	Lackey	Requires cities to verify the indigent status of persons with unpaid parking violations over the last five years.	10/23/18		Assembly	Request was made to veto on the basis of creating an undue burden on local governments and their ability to enforce basic local laws. Request was denied. Signed by the Governor.

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.

BILL	NO.	SPONSOR	SUBJECT	COUNCIL DATE	POSITION	COMMITTEE	BILL STATUS/ LAST ACTION DATE
SB	1333	Wieckowski	Applies nearly all of the planning and zoning laws to charter cities.	10/23/18			Signed by the Governor.
SB	1421	Skinner	Allows disclosure, via Public Records Act request, of certain police officer personnel records.	10/23/18			Signed by the Governor.
AB	748	Ting	Adds language to the Public Records Act relating to the release of police body camera video and audio recordings of "critical incidents.	10/23/18			Signed by the Governor.
SB	946	Lara	Restricts regulation of sidewalk vending.	10/23/18			Signed by the Governor over veto request. Staff is currently preparing an ordinance, consistent with the provisions of the new law that permits time, place, and manner regulations in the interest of protecting public health and safety.

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

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Pro Tem Kendrick
SUBJECT: MAYOR PRO TEM GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications;
Heartland Fire Training JPA.

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:

- October 11, 2018 - Heartland Fire Training Facility Meeting
- October 19, 2018 - HauntFest Judging
- October 23, 2018 - City Council Meeting(s)

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

Submitted By: Gary Kendrick, Mayor Pro Tem



City Council
Agenda Report

DATE: October 23, 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 – Alternate.

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:

October 11, 2018 - MTS Board Meeting
October 23, 2018 - City Council Meeting(s)

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

Submitted By: Bob McClellan, Councilmember



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kalasho
SUBJECT: **COUNCILMEMBER BEN KALASHO**

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:

- October 13, 2018 - Golden State Flight School 50th Anniversary
- October 13, 2018 - Met with Constituents
- October 14, 2018 - Met with Constituents
- October 23, 2018 - City Council Meeting(s)

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

Submitted By: Ben Kalasho, Councilmember



City Council
Agenda Report

Agenda Item 20.

DATE: October 23, 2018

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember Goble

SUBJECT: COUNCILMEMBER STEVE GOBLE

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

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:

- October 15, 2018 - Meeting w/ El Cajon Police Officers Association Board Members
- October 17, 2018 - East County Economic Development Council Board Meeting
- October 19, 2018 - Costume Contest Judging - Hauntfest
- October 20, 2018 - Community Trash Pickup
- October 22, 2018 - Meeting w the City Manager
- October 23, 2018 - City Council Meeting(s)

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

Submitted By: Steve Goble, Councilmember



City Council
Agenda Report

DATE: October 23, 2018
TO: Honorable Mayor and City Councilmembers
FROM:
SUBJECT: Emerald Zone Reclassification

RECOMMENDATION:

That Mayor Wells request the City Clerk to recite the title.

An Ordinance Rezoning Property located on the West side of Emerald Avenue between Chamberlain and West Washington Avenues, from the RM-4300 (Residential, Multi-Family, 4,300 square feet) Zone to the RM-2200 (Residential, Multi-Family, 2,200 square feet) Zone; APN: 487-544-61; General Plan Designation: Medium Density Residential (MR).

Attachments

Ordinance 5075

ORDINANCE NO. 5075

AN ORDINANCE REZONING PROPERTY LOCATED ON THE WEST SIDE OF EMERALD AVENUE BETWEEN CHAMBERLAIN AND WEST WASHINGTON AVENUES, FROM THE RM-4300 (RESIDENTIAL, MULTI-FAMILY, 4,300 SQUARE FEET) ZONE TO THE RM-2200 (RESIDENTIAL, MULTI-FAMILY, 2,200 SQUARE FEET) ZONE; APN: 487-544-61; GENERAL PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL (MR)

WHEREAS, the El Cajon Planning Commission held a duly advertised public hearing on September 18, 2018, to consider Zone Reclassification No. 2329, for a change in the zoning designation from the RM-4300 to the RM-2200 zone, as submitted by Cory Binns, for the property on the west side of Emerald Avenue between Chamberlain and West Washington Avenues, and addressed as 644-646 Emerald Avenue; APN: 487-544-61 (the "Subject Property"); and

WHEREAS, the El Cajon Planning Commission adopted Resolution No. 10961 recommending City Council approval of the Zone Reclassification; and

WHEREAS, it is proposed that the rezoning of the Subject Property is exempt from CEQA under section 15061(b)(3)(General Rule) of CEQA Guidelines where it can be seen with certainty the rezoning does not have the potential to cause a significant effect on the environment; and

WHEREAS, the El Cajon City Council held a duly advertised public hearing on October 9, 2018, to consider Zone Reclassification No. 2329, for a change in the zoning designation from the RM-4300 zone to the RM-2200 zone, as submitted by Cory Binns, for the Subject Property; and

WHEREAS, at the public hearing the City Council received evidence through public testimony and comment, in the form of both verbal and written communications and reports prepared and presented to the City Council.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF EL CAJON DOES ORDAIN AS FOLLOWS:

Section 1. Based upon the record as a whole, the City Council hereby makes the following findings:

- A. The proposed RM-2200 zone is consistent with the Subject Property's General Plan Land Use designation of MR as indicated in the General Plan Zoning Consistency Chart. Furthermore, the proposed RM-2200 zone provides an opportunity for an additional housing unit and the keeping of the existing accessory structure, if the accessory structure is modified consistent with applicable development standards and a building permit is applied for and issued.

- B. There is no applicable specific plan which governs the development of the Subject Property.
- C. Rezoning the Subject Property from RM-4300 to the RM-2200 zone provides opportunity to rectify an existing code compliance violation and provides for an additional housing unit, in line with public necessity and general welfare.

Section 2. The City Council hereby rezones the Subject Property, located on the west side of Emerald Avenue between Chamberlain and West Washington Avenues, from the RM-4300 to the RM-2200 zone, in accordance with the attached Exhibit "A."

Section 3. That the second ordinance reading for Zone Reclassification No. 2329 shall not occur until the Subject Property is in full compliance with the RM-2200 zone development standards.

10/23/18 CC Agenda, 2nd reading

10/09/18 CC Agenda 1st reading

ZR 2329 Emerald Avenue 092518

Exhibit "A"
Zone Reclassification No. 2329

