



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

Council Chamber  
200 Civic Center Way  
El Cajon, CA 92020

## Agenda DECEMBER 11, 2018, 2:00 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 November 13, 2018, Meetings and the Agenda of the December 11, 2018, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

**STATE OF THE CITY ADDRESS**

**NOVEMBER 6, 2018 – GENERAL MUNICIPAL ELECTION – CERTIFICATE OF RESULTS OF CANVASS**

1. Official Results of the 2018 General Municipal Elections

RECOMMENDATION:

That the City Council adopt the next RESOLUTION, in order, declaring the results of the November 6, 2018 Election for Mayor and one Councilmember for District One.

**OATH OF OFFICE AND REMARKS BY NEWLY ELECTED MAYOR AND COUNCIL MEMBER**

**PRESENTATIONS:**

**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.

2. 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 November 13, 2018, Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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. Warrants

RECOMMENDATION:

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

5. Term Expirations on City Commissions

RECOMMENDATION:

That the City Council establish a schedule for applications and interviews of candidates to serve on City Commissions/Committees, or reappoint, if appropriate.

Application Period: December 12, 2018 - January 14, 2019 at 5:30 p.m.

Interview and Appointment of Applicants: January 22, 2019 at 7:00 p.m.

6. ADA Pedestrian Curb Ramps and Sidewalks 2018 and Hillside Park Playground Landing Pad Project Acceptance

RECOMMENDATION:

That the City Council:

1. Accepts the ADA Pedestrian Curb Ramps and Sidewalks 2018 Project, PW3594 (Bid No. 014-18);
2. Accepts the Hillside Park Playground Landing Pad Project, PK3649 (Bid No. 014-18); and
3. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

7. Extension to On-Site Fleet Parts Program

RECOMMENDATION:

That the City Council adopts the next resolution, in order, to authorize an extension of the existing contract for on-site fleet parts program with County Motor Parts Co., Inc. for a two-year term, in the annual amount of \$400,000.

8. Award of Bid No. 018-19 - Elevator Maintenance and Repair

RECOMMENDATION:

That the City Council adopts the next resolution, in order, to award the bid to the sole responsive, responsible bidder, 24 Hour Elevator in the amount of \$28,000 for the initial one-year term, with four optional one-year terms.

9. Award of Bid No. 023-19 - Radio Equipment Maintenance

RECOMMENDATION:

That the City Council adopts the next resolution, in order, to award the bid to the sole responsive, responsible bidder, Day Management Corporation dba Day Wireless Systems in the amount of \$31,560 for the initial one-year term, with four optional one-year terms.

10. Fire Engine Funds Allocation

RECOMMENDATION:

That the City Council authorizes the City Manager or designee to appropriate \$44,000 from the Vehicle/Replacement Fund balance for an unforeseen price increase for the purchase of a replacement fire engine as approved in the FY 2018/19 budget.

11. Addendum to Boys & Girls Club Use Agreement for Wells Park Center

RECOMMENDATION:

That the City Council approves the addendum to the Boys & Girls Club Use Agreement regarding the shared use of the Wells Park Center.

12. License Agreement for Wireless Installation on Public Structures with Cox Wireless Access, LLC.

RECOMMENDATION:

It is recommended that the City Council adopt a resolution approving a License Agreement for Wireless Installation on Public Structures with Cox Wireless Access, LLC, and authorizing the City Manager and the City Clerk to execute the License Agreement with such changes as may be approved by the City Manager.

13. Wells Park Improvements - Sewer Lateral Project Acceptance

RECOMMENDATION:

That the City Council:

1. Accepts the Wells Park Improvements - Sewer Lateral Project, PK3610, Bid No. 009-19; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

14. Fiscal Year 2017-18 El Cajon Housing Authority Annual Report (pursuant to California Health & Safety Code section 34176.1)

RECOMMENDATION:

That the El Cajon Housing Authority review and accept this Annual Report of the El Cajon Housing Authority, substantially in the form as presented, for fiscal year ending June 30, 2018.

15. USA Swim Foundation Swim Lesson Grant

RECOMMENDATION:

That the City Council accepts a grant in the amount of \$3,000 from the USA Swim Foundation to provide free swim lessons and instruction.

16. CalRecycle Beverage Container Recycling Grant

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution in order, and authorize the City Manager to apply for Beverage Container Recycling Grant funds in the amount of \$26,286 from the State of California Department of Resources Recycling and Recovery (CalRecycle);
2. Appropriates Beverage Container Recycling Grant funds in the amount of \$26,286 for Recycled Beverage Container diversion; and
3. Authorizes the City Manager or such person designated by the City Manager to execute the grant agreement and all such other documents necessary to obtain the grant funds, in such form as approved by the City Manager with approval of the City Attorney.

17. Public Safety Substation at Wells Park

RECOMMENDATION:

That the City Council appropriates \$100,000 of "Prop O" funding for the purpose of establishing Public Safety Program Capital Improvement Project PS0080 Public Safety Substation at Wells Park.

18. Award of Bid No 020-19 – Washington Avenue Complete Streets Project

RECOMMENDATION:

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

1. Approve Plans and Specifications for the Washington Avenue Complete Streets Project, Bid No. 020-19;
2. Find the first and third through sixth low bidders non-responsive, each for the reasons set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, DBX, Inc. in the amount of \$515,843.

**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:**

19. Dockless Vehicles

RECOMMENDATION:

That the City Council considers the information presented by staff and:

1. Opens a public hearing;
2. Closes the public hearing; and
3. Makes a motion to introduce the next ordinance in order approving amendments to the Municipal Code.

## **ADMINISTRATIVE REPORTS:**

20. Selection of Mayor Pro Tem

### **RECOMMENDATION:**

That the City Council selects a Mayor Pro Tem according to the El Cajon Municipal Code.

21. Mayor and City Council Cafeteria Benefits Review

### **RECOMMENDATION:**

That the City Council adopts the next resolution in order adjusting the cafeteria benefit allotment from \$1,000 per month to \$1,150 per month, effective January 2019, for Mayor and City Councilmembers.

22. Request to Amend the Budget for the East County Performing Arts Center Renovation

### **RECOMMENDATION:**

Staff recommends that the City Council adopt the next RESOLUTION, in order, to:

1. Transfer and appropriate \$1.85 million from General Fund Carryover Reserve to the City Capital Improvement Program Fund; and
2. Increase the ECPAC Improvements Project (IFM3471) by \$1.85 million to \$8.2 million.

## **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.

23. Council Activity Report

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

24. **MAYOR PRO TEM GARY KENDRICK**  
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.
25. **COUNCILMEMBER BOB MCCLELLAN**  
MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate.
26. **COUNCILMEMBER BEN KALASHO**

27. **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:**

28. Response to Allegation at Southwest Key Facility  
That the City Council the options identified in this report and directs staff.

**GENERAL INFORMATION ITEMS FOR DISCUSSION:**

29. El Cajon Ainal Shelter Donations for October 2018

RECOMMENDATION:

In accordance with City Council Policy B-2, staff informs the City Council about receiving the following donations for the El Cajon Animal Shelter for the month of October:

Diana Rouse: In loving memory of her mother, Louise Strong - \$500.00

**ORDINANCES: FIRST READING**

**ORDINANCES: SECOND READING AND ADOPTION**

30. Ordinance Amending Section 2.56.030 of Chapter 2.56 and Adding Chapter 12.06 to the El Cajon Municipal Code Regulating Vending on City Sidewalks

RECOMMENDATION:

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

An Ordinance Amending Title 12 of the El Cajon Municipal Code to Amend Section 2.56.030 of Chapter 2.56 of the El Cajon Municipal Code and to add Chapter 12.06 to the El Cajon Municipal Code regarding vending on City sidewalks and pedestrian pathways.

**CLOSED SESSIONS:**

31. 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

**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 11th day of December 2018, is adjourned to Tuesday, January 8, 2019, at 3:00 p.m.**



## City Council Agenda Report

**Agenda Item 1.**

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Aguirre, City Clerk  
**SUBJECT:** Official Results of the 2018 General Municipal Elections

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### RECOMMENDATION:

That the City Council adopt the next RESOLUTION, in order, declaring the results of the November 6, 2018 Election for Mayor and one Councilmember for District One.

### BACKGROUND:

On June 12, 2018, the City Council adopted Resolutions calling for the election of the office of Mayor and one member of the City Council to come from City Council District No. 1, both to serve for a full four (4) year term, both to expire December 2022.

The Registrar of Voters has declared the results of that election as follows:

#### **MAYOR**

Bill Wells	14,803
Joel A. Scalzitti	6,295
Robert M. Weaver, Jr.	1,917

#### **CITY COUNCIL - DISTRICT No. 1**

Gary Kendrick	6,826
Ben Kalasho	1,281

Complete Election results are attached to this report.

### FISCAL IMPACT:

A total budget of \$105,000 was allocated in the City Clerk's annual budget (107000) for the November 2018 Election for the cost to elect a Mayor and one member of the City Council. Final costs are expected to be determined by the Registrar of Voters in early 2018.



Prepared By: Angela Aguirre, City Clerk

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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## Attachments

Resolution - 2018 Election Results

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RESOLUTION NO. \_\_\_\_-18

RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF EL CAJON, CALIFORNIA, RECITING THE FACT OF  
THE GENERAL MUNICIPAL ELECTION HELD IN SAID CITY ON  
NOVEMBER 6, 2018; DECLARING THE RESULT THEREOF,  
AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a regular general municipal election was held and conducted in the City of El Cajon, California, on Tuesday, November 6, 2018, as required by law; and

WHEREAS, notice of said election was duly and regularly given in the time, form and manner provided by law; that voting precincts were properly established; that election officers were appointed, and that in all respects said election was held and conducted, and the votes cast thereat received and canvassed, and the returns made and declared in the time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in cities; and

WHEREAS, pursuant to Resolution No. 052-18, adopted on the 12<sup>th</sup> day of June, 2018, the County Registrar of Voters canvassed the returns of said election, and has certified the results to this City Council. Said results are attached hereto and made a part hereof as Exhibit "A."

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

SECTION 1: That there were eighty-six (86) voting precincts established for the purpose of holding said election consisting of consolidations of the regular election precincts in said City as established for the holding of state and county elections.

SECTION 2: That said regular municipal election was held for the purpose of electing the following officers of said City as required by laws relating to cities in the State of California, to wit:

A Mayor at-large and one (1) Member of the City Council to represent District One of said City, for the full term of four (4) years.

SECTION 3: That the whole number of votes cast in said City was [to be inserted upon receipt from the Office of the Registrar of Voters].

SECTION 4: That the names of persons voted for at said election for a Mayor at-large and one Member of the City Council to represent District One, and the total number of votes received by each are as follows:

**Mayor**

Bill Wells	14803
Joel Scalzitti	6295
Robert M. Weaver	1917

**Councilmember – District One**

Gary Kendrick	6826
Ben Kalasho	1281

SECTION 5: That the number of votes given at each precinct and the number of votes given in the City to each of such persons above-named for the office for which said persons were candidates were as listed in Exhibit "A," attached hereto.

SECTION 6: The City Council does declare and determine that:

Bill Wells was elected as Mayor of the City of El Cajon for the full term of four (4) years.

Gary Kendrick was elected as a Member of the City Council to represent District One of the City of El Cajon for a full term of four (4) years.

SECTION 7: The City Clerk shall enter on the records of the City Council of said City a statement to the result of said election showing:

- (a) The whole number of votes cast in the City;
- (b) The names of the persons voted for;
- (c) For what office each person was voted for.

SECTION 8: That the City Clerk shall immediately make and deliver to each of such persons so elected a Certificate of Election signed by the City Clerk and duly authenticated; that the City Clerk, or any person designated by the City Clerk, shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California, and shall have them subscribe thereto and file the same in the office of the City Clerk. Whereupon, each and all of said persons so elected shall be inducted into the respective office to which they have been elected.

SECTION 9: The City Clerk shall certify to the passage and adoption of this Resolution; shall enter the same in the book of original Resolutions of said City; and shall make a minute of passage and adoption thereof in the records of the proceedings of the City Council of said City, in the minutes of the meeting at which the same is passed and adopted.

CERTIFICATION OF  
COUNTY CLERK/REGISTRAR OF VOTERS  
OF THE RESULTS OF THE CANVASS  
OF THE November 6, 2018,  
GENERAL ELECTION

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ss.

I, Michael Vu, County Clerk/Registrar of Voters of said county, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the General Election held in said County on November 6, 2018, for measures and contests that were submitted to the vote of the voters, and that the Statement of Votes Cast, to which this certificate is attached is full, true, and correct.

I hereby set my hand and official seal this 6<sup>TH</sup> day of November 2018 at  
the County of San Diego.



  
\_\_\_\_\_  
Registrar of Voters

County of San Diego  
State of California

Certification of Elections Official (11/2018)

**EXHIBIT "A"**

County of San Diego  
 Gubernatorial General Election  
 November 6, 2018  
 Official Results - (San Diego County Portion Only)

Date:12/06/18  
 Time:12:43:54  
 Page:12 of 24

Registered Voters 1767300

Num. Report Precinct 2136 - Num. Reporting 2136 100.00%

CITY OF CORONADO CITY COUNCIL		
	Total	
Number of Precincts	11	
Precincts Reporting	11	100.0 %
Vote For	2	
Times Counted	8080/10806	74.8 %
Total Votes	13166	
BILL SANDKE	3492	26.52%
MARVIN HEINZE	3078	23.38%
MARY D. SIKES	2724	20.69%
PETER J. JENSEN	1924	14.61%
DERIK MUNDT	1558	11.83%

CITY OF ENCINITAS CITY COUNCIL DISTRICT NO. 3		
	Total	
Number of Precincts	16	
Precincts Reporting	16	100.0 %
Vote For	1	
Times Counted	8851/11094	79.8 %
Total Votes	7822	
JODY HUBBARD	4184	53.49%
MARK MUIR	3617	46.24%

CITY OF DEL MAR CITY COUNCIL		
	Total	
Number of Precincts	6	
Precincts Reporting	6	100.0 %
Vote For	2	
Times Counted	2722/3273	83.2 %
Total Votes	4266	
TERRY GAASTERLAND	1453	34.06%
DWIGHT WORDEN	1179	27.64%
BRIAN FLETCHER	1054	24.71%
DANIEL J. QUIRK	568	13.31%

CITY OF ENCINITAS CITY COUNCIL DISTRICT NO. 4		
	Total	
Number of Precincts	17	
Precincts Reporting	17	100.0 %
Vote For	1	
Times Counted	8886/10991	80.8 %
Total Votes	7763	
JOE MOSCA	3959	51.00%
TONY BRANDENBURG	3774	48.62%

CITY OF EL CAJON MAYOR		
	Total	
Number of Precincts	86	
Precincts Reporting	86	100.0 %
Vote For	1	
Times Counted	26124/44483	58.7 %
Total Votes	23126	
BILL WELLS	14803	64.01%
JOEL A. SCALZITTI	6295	27.22%
ROBERT M. WEAVER JR.	1917	8.29%

CITY OF ESCONDIDO MAYOR		
	Total	
Number of Precincts	74	
Precincts Reporting	74	100.0 %
Vote For	1	
Times Counted	44344/67979	65.2 %
Total Votes	41076	
PAUL "MAC" MCNAMARA	21183	51.57%
SAM ABED	19639	47.81%

CITY OF EL CAJON CITY COUNCIL DISTRICT NO. 1		
	Total	
Number of Precincts	32	
Precincts Reporting	32	100.0 %
Vote For	1	
Times Counted	9445/14371	65.7 %
Total Votes	8150	
GARY KENDRICK	6826	83.75%
BEN KALASHO	1281	15.72%

CITY OF ESCONDIDO CITY COUNCIL DISTRICT NO. 1		
	Total	
Number of Precincts	13	
Precincts Reporting	13	100.0 %
Vote For	1	
Times Counted	6315/11219	56.3 %
Total Votes	5676	
CONSUELO MARTINEZ	3692	65.05%
ED GALLO	1972	34.74%

CITY OF ENCINITAS MAYOR		
	Total	
Number of Precincts	57	
Precincts Reporting	57	100.0 %
Vote For	1	
Times Counted	33715/42394	79.5 %
Total Votes	30016	
CATHERINE BLAKESPEAR	24851	82.79%
JOHN PAUL ELLIOTT	4845	16.14%

CITY OF ESCONDIDO CITY COUNCIL DISTRICT NO. 2		
	Total	
Number of Precincts	26	
Precincts Reporting	26	100.0 %
Vote For	1	
Times Counted	14326/21185	67.6 %
Total Votes	11767	
JOHN MASSON	5899	50.13%
VANESSA VALENZUELA	4529	38.49%
NICOLE A. DOWNEY	1302	11.06%



City Council  
Agenda Report

Agenda Item 2.

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Aguirre, City Clerk  
**SUBJECT:** Minutes of the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Meetings

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RECOMMENDATION:

That the City Council/Housing Authority/Successor to the El Cajon Redevelopment Agency approves Minutes of the November 13, 2018, Meetings of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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Attachments

11-13-18 draft minutes - 3 PM  
11-13-18 draft minutes - 7 PM

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# 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

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**NOVEMBER 13, 2018**

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, November 13, 2018, was called to order by Mayor/Chair Bill Wells at 3:01 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### **RO L C A L**

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

Goble and McClellan  
Kalasho  
Kendrick  
Wells  
Mitchell, City Manager/Executive Director  
DiMaggio, Assistant City Manager  
Foley, City Attorney/General Counsel  
Aguirre, City Clerk/Secretary

**Mayor Wells invited Veteran of the Year, Mark Goodman, 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 October 23, 2018, Meeting and the Agenda of the November 13, 2018, Meetings in accordance with State Law and El Cajon City/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency Policy.

**PRESENTATIONS:**

**Oath of Office: Fire Chief Steve Swaney**

**Poster Winners: Heartland Fire**

**Presentation: Veteran of the Year - Mark Goodman**

**Proclamation: San Diego State University's School of Public Affairs 50th Anniversary**

**AGENDA CHANGES: None**

**CONSENT ITEMS: (1 – 9)**

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

Approves Minutes of the October 23, 2018, Meeting and the October 29, 2018, Joint Special 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.

4. All-Way Stop Sign Request on Brockton Street at Katherine Street

Adopts Resolution No. 104-18, to establish permanent All-Way Stop signs on Brockton Street at the intersection of Katherine Street in order to enhance safe and efficient pedestrian and traffic flow.



**CONSENT ITEMS: (Continued)**

5. Award of Bid No. 015-19 – Wells Park Improvements – Security Gates

Adopts Resolutions No. 105-18 and No. 106-18, to:

1. Approve Plans and Specifications for Wells Park Improvements – Security Gates, Bid No. 015-19;
2. Find the second and third low bidders non-responsive, each for the reasons set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, Blue Pacific Engineering & Construction, with contingencies, in the amount of \$172,370.

**DISCUSSION**

**Stephanie Harper** suggested that the City use grant to fix the sewer pipes and lighting at Wells Park. She indicated that a homeless shelter should be built instead of a gate.

6. Award of Bid No. 017-19 – Transit Facility Improvements 2019

Adopts Resolutions No. 107-18 and No. 108-18, to:

1. Approve Plans and Specifications for the Transit Facility Improvements 2019 project, Bid No. 017-19;
2. Find the fifth and sixth low bidders non-responsive, each for the reasons set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, Fordyce Construction, Inc. in the amount of \$49,820.

7. Notification of Delinquent Loan Payment and Request for Time Extension to Perform - San Diego Habitat for Humanity (812-816 Grossmont Avenue)

Receives the report and authorizes staff to proceed with drafting an amendment and modification to the Promissory Note, dated June 23, 2017, between the El Cajon Housing Authority ("Housing Authority") and San Diego Habitat for Humanity, Inc. ("SDHFH") with terms and conditions recommended by staff and set forth in this report.

8. Boys & Girls Club of East County Donation

Authorizes a donation in the amount of \$6,000 to the Boys & Girls Club of East County.

**CONSENT ITEMS: (Continued)**

9. Extension of As-Needed Plan Check and Review Services

Adopts Resolution No. 109-18, to authorize an amendment to the existing Agreement for Professional Services with Hunsaker & Associates San Diego, Inc. to extend for one-year in the annual amount of \$50,000, with the option to renew for three additional one-year terms to be approved by the City Manager.

**DISCUSSION**

**Stephanie Harper** indicated the Item was listed as ‘private projects’ and requested the City provides clarification on how money is being spent, to ensure it does not become wasteful spending. Ms. Harper stated that ‘private projects’ should be privately paid.

In response to Ms. Harpers’ question, **City Manager Mitchell** clarified that Hunsaker is not paid by the general fund but rather by the developer. **City Manager Mitchell** advised that private constructions are managed by City inspectors, to supervise and control the work.

**MOTION BY WELLS, SECOND BY McCLELLAN, to APPROVE Consent Items 1 – 9.**

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

**PUBLIC COMMENT:**

**Stephanie Harper** stated her disagreements with Mayor Well’s comments regarding pan handling. She spoke about police harassing the homeless, and campaign contributions, which she stated could be a conflict of interest.

**Brenda Hammond** spoke about anger, homeless, and pop-up churches.

**Ruth Thornton** praised the Veteran’s Day Ceremony. She inquired about the improvements that will take place at Wells Park, and indicated that the park is now completely unusable.

In response to Ms. Thornton’s concern, **City Manager Mitchell** provided an overview of the various improvement phases taking place at Wells Park.

**PUBLIC COMMENT: (Continued)**

Due to various concerns involving Wells Park, **Mayor Wells** advised that a town hall meeting will be scheduled.

**Jim Cirigliano** provided an update on the rent mediation process. Mr. Cirigliano spoke about being ashamed by a speaker at the last council meeting and felt that the individual should have been ushered out.

**Councilmember McClellan** agreed with Mr. Cirigliano about the speaker's inappropriate behavior and **City Attorney Foley**, advised that the municipal code allows to usher someone out; however, caution should be used to not violate First Amendment Rights.

**WRITTEN COMMUNICATIONS: None**

**PUBLIC HEARINGS:**

- 10. Delinquent Refuse Collection Charges

RECOMMENDATION: That the City Council:

1. Opens the Public Hearing and considers public testimony;
2. Closes the Public Hearing;
3. Adopts the next RESOLUTIONS, in order, confirming the list of property owners as delinquent in the payment of their mandatory trash service bills; and,
4. Authorizes the City Clerk to record the amount owed as a lien on the property and forward a list to the County Tax Assessor for billing on the next property tax bill.

**DISCUSSION**

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

**Mayor Wells** opened the public hearing.

**John Yancey** spoke about the delinquent account on his property, which has been paid in full; however, he was billed with an 8% penalty. Mr. Yancey indicated that he was double charged for 12 years, which the court decided in his favor; however, Waste Management refused to pay back his overcharges. He spoke about pending street repairs. Mr. Yancey requested an audit on Waste Management.

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

In response to Mr. Yancey’s concern, **Mayor Wells** advised that the public is able to participate in the selection process for a refuse company next year, and invited Mr. Yancey to meet with city staff or call him directly.

**City Manager Mitchell** advised that the City cannot get involved in a civil dispute or class action lawsuit between a resident and a corporation.

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

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

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to ADOPT RESOLUTION NO. 111-18, confirming the list of property owners as delinquent in the payment of their mandatory trash service bills; and authorizes the City Clerk to record the amount owed as a lien on the property and forward a list to the County Tax Assessor for billing on the next property tax bill.**

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

11. Delinquent Sewer Service Charges

RECOMMENDATION: That the City Council:

1. Opens the Public Hearing and considers public testimony;
2. Closes the Public Hearing;
3. Adopts the next RESOLUTIONS, in order, confirming the list of property owners as delinquent in the payment of their mandatory sewer service bills; and
4. Authorizes the City Clerk to record the amount owed as a lien on the property and forward a list to the County Tax Assessor for billing on the next property tax bill.

**PUBLIC HEARINGS: (Item 11 - Continued)**

**DISCUSSION**

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

**Mayor Wells** opened the public hearing.

No one came forward to speak.

Discussion ensued among **Council** and **Staff** concerning a mobile home park that has a large outstanding amount.

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

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

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to ADOPT RESOLUTION NO. 112-18, in order confirming the charges and levying the assessments on the next regular tax bill; and authorizes the City Clerk to place a lien on delinquent properties and to forward a list to the County Tax Assessor for billing on the next property tax bill.**

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

**ADMINISTRATIVE REPORTS:**

12. National Recreation & Park Association 10-Minute Walk Grant Progress Update

**RECOMMENDATION:** That the City Council receives an update on the National Recreation & Park Association (NRPA) 10-Minute Walk Grant.

**DISCUSSION**

**Director of Recreation, Frank Carson**, provided detailed information of the Item. No action required.

## ADMINISTRATIVE REPORTS: (Continued)

13. San Diego Forward: 2019-2050 Regional Plan - Projects and Transportation Network Concepts

RECOMMENDATION: That the City Council identifies mobility concept priorities it wishes to communicate to SANDAG in preparation for the 2019-2050 San Diego Forward Regional Plan.

### DISCUSSION

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

**Eric Lund** stated for the record, that the Chamber has taken a position to support the upkeep of freeways and highways. Mr. Lund added that moving goods and people by road is essential.

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

- Mass transit not popular due to long travel time;
- Improvement of freeways;
- Cost of trolley lines are more expensive than adding lanes to a freeway;
- Need for public transportation that is faster and more cost effective;
- Not enough demand for shared mobility;
- Concerns of public evacuation during a critical incident, if corridors are not widened and accessible; and
- Paradigm shift involving innovative autonomy cars in the future.

14. Introduction of Ordinance Amending Section 2.56.030 of Chapter 2.56 and Adding Chapter 12.06 to the El Cajon Municipal Code Regulating Vending on City Sidewalks

RECOMMENDATION: That the City Council considers approving the attached ordinance amending section of Chapter 2.56 and adding Chapter 12.06 to the El Cajon Municipal Code regulating vending on city sidewalks, and, if approved, take the following action:

1. By Motion and Second, move to introduce the ordinance, and
2. Direct the City Clerk to read the title of the ordinance.

**ADMINISTRATIVE REPORTS: (Item 14 - Continued)**

**DISCUSSION**

**City Attorney Foley** provided detailed information of the Item.

No one came forward to speak.

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

- Existing businesses can utilize sidewalk to serve patrons through special land use license and changes in the zoning code;
- To utilize the license, vendors must be on improved sidewalks; and
- The City of El Cajon is the first to implement this concept in the County.

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

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

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to MOVE to introduce the ordinance and direct the City Clerk to read the title of the ordinance.**

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

**City Clerk Aguirre** recited the title of the Ordinance:

An ordinance amending Title 12 of the El Cajon Municipal Code to amend section 2.56.030 of Chapter 2.56 of the El Cajon Municipal Code and to add Chapter 12.06 to the El Cajon Municipal Code regarding vending on City Sidewalks and Pedestrian Pathways.

**COMMISSION REPORTS: None**

*Remainder of page intentionally left blank.*

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

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

15. Council Activities Report/Comments

Report as stated.

16. Legislative Update – No Report

**ACTIVITIES REPORTS OF COUNCILMEMBERS:**

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

Report as stated.

18. Contract with East County Transitional Living Center for Neighborhood Cleanup Services

RECOMMENDATION: That the City Council directs staff to investigate the possibility of contracting with the East County Transitional Living Center to assist in providing neighborhood cleanup services.

**Councilmember Kendrick** provided information of the Item.

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

- Request for staff to prepare a report;
- Opportunity for personal growth for those participating in the clean up services program; and
- Suggestion for staff to research and apply for the CalRecycle grant.

No one came forward to speak.



**ACTIVITIES REPORTS OF COUNCILMEMBERS: (Item 18 – Continued)**

**MOTION BY McCLELLAN, SECOND BY KENDRICK to DIRECT staff to investigate and report back on a neighboring cleanup services.**

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

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

Report as stated.

20. COUNCILMEMBER BEN KALASHO

Report as stated.

21. 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.

Report as stated.

**JOINT COUNCILMEMBER REPORTS: None**

**GENERAL INFORMATION ITEMS FOR DISCUSSION: None**

**ORDINANCES: FIRST READING - None**

**ORDINANCES: SECOND READING AND ADOPTION**

**CLOSED SESSIONS: None**

**ADJOURNMENT: Mayor Wells adjourned the Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 13<sup>th</sup> day of November, 2018, at 5:03 p.m., to Tuesday, November 13, 2018, at 7:00 p.m.**

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**Angela Aguirre  
City Clerk/Secretary**

**D R A F T**

# 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

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**NOVEMBER 13, 2018**

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, November 13, 2018, was called to order by Mayor/Chair Bill Wells at 7:00 p.m., in the Council Chambers, 200 Civic Center Way, El Cajon, California.

#### **ROLL CALL**

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

Goble and McClellan  
Kalasho  
Kendrick  
Wells  
Mitchell, City Manager/Executive Director  
DiMaggio, Assistant City Manager  
Foley, City Attorney/General Counsel  
Aguirre, City Clerk/Secretary

**PLEDGE OF ALLEGIANCE TO FLAG led by Mayor Wells and MOMENT OF SILENCE.** (The Courts have concluded that sectarian prayer, as part of City Council Meetings, is not permitted under the Constitution).

**AGENDA CHANGES: None**

**PUBLIC COMMENT: None**

**PUBLIC HEARINGS:**

100. Wells Park Wireless Communication Facility Lease (Specific Plan No. 533 to Allow for a 70-foot Wireless Communications Facility)

RECOMMENDATION: That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes public hearing;
3. Moves to ADOPT the next RESOLUTION, in order, APPROVING the California Environmental Quality Act Exemption;
4. Moves to ADOPT the next RESOLUTION, in order APPROVING Specific Plan No. 533; and
5. Moves to ADOPT the next RESOLUTION, in order, authorizing the City Manager to execute a Lease Agreement with Eco-Site, LLC.

**DISCUSSION**

**City Manager Mitchell**, provided information of the Item.

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

- Shrubbery and graffiti removal coating for the block wall.
- Strict provisions for property maintenance by tenant.

**Mayor Wells** opened the public hearing.

No one came forward to speak.

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

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

**PUBLIC HEARINGS: (Item 100 - Continued)**

**MOTION BY McCLELLAN, SECOND BY KENDRICK, to ADOPT Resolution No. 112-18, APPROVING the California Environmental Quality Act Exemption; Resolution No. 113-18, APPROVING Specific Plan No. 533; and Resolution No. 114-18, AUTHORIZING the City Manager to execute a Lease Agreement with Eco-Site, LLC.**

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

**ADJOURNMENT: Mayor Wells adjourned the Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 13<sup>th</sup> day of November 2018, at 7:08 p.m. to Tuesday, December 11, 2018, at 2:00 p.m.**

**DRAFT**

\_\_\_\_\_  
**Angela Aguirre  
City Clerk/Secretary**



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Aguirre, City Clerk  
**SUBJECT:** Term Expirations on City Commissions

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**RECOMMENDATION:**

That the City Council establish a schedule for applications and interviews of candidates to serve on City Commissions/Committees, or reappoint, if appropriate.

Application Period: December 12, 2018 - January 14, 2019 at 5:30 p.m.  
Interview and Appointment of Applicants: January 22, 2019 at 7:00 p.m.

**BACKGROUND:**

The following Commissions/Committees have terms expiring as indicated below:

**Gillespie Field Development Council**

Vacancies: Two members: (2) Term expirations - Robert Davison and Michael Rhea

Duration: One (1) Four-Year Term will expire January 31, 2023  
One (1) Four-Year Term will expire March 18, 2023

Requirements: Members must have expertise and experience in such fields as real estate, finance, industrial development, aviation, or other fields related to the development program for Gillespie Field and have a demonstrated interest in the economic viability of the Field. According to the Agreement between the County and the City (Resolution No. 104-74), three members are appointed by the Board of Supervisors and are ratified by the City Council. Two members are appointed by the City Council and ratified by the Board of Supervisors. Members are required to file a Statement of Economic Interest (Form 700) with the Clerk of the Board of Supervisors.

**Personnel Commission**

Vacancy: One Commissioner: (1) Term expiration - Donald Bishop

Duration: One (1) Four-Year Term to expire January 31, 2023

Requirements: Applicants for this seat must be a resident of the City and continue to reside in the City during the term of office. Personnel Commissioners are required to file a Form 700 according to provisions of the Political Reform Act, the Fair Political

Practices Commission, and the City's Conflict of Interest Code.

### **Planning Commission**

Vacancies: Two Commissioners: (2) Term Expirations - Paul Circo and Jerome Turchin

Duration: Two (2) Four-Year Terms to expire January 31, 2023

Requirements: Applicants must be a resident of the City at the time of application and continue to reside in the City during the term of office. Planning Commissioners are required to file a Form 700 according to provisions of the Political Reform Act, the Fair Political Practices Commission, and the City's Conflict of Interest Code.

### **Public Safety Facility Financing Oversight Committee**

Vacancies: Four Term Expirations - Michael Huse, Michelle Nguyen, James Rue and Rodgers Smith

Duration: Four (4) Four-Year Terms to expire January 31, 2023

Requirements: The committee is comprised of seven members in certain occupations and/or categories. Members are required to file a Form 700 according to provisions of the Political Reform Act, the Fair Political Practices Commission, and the City's Conflict of Interest Code.

- Three (3) vacancies must be filled with residents of the City and must be from one or more of the following occupations or categories:
  - A business owner from the El Cajon business community;
  - A member of a bona fide tax payers' association or organization;
  - A public safety employee (i.e. police or fire personnel), either retired from service or not employed by the City; and
  - A resident elector of the City.
  
- One (1) vacancy may be filled with a non-resident, or a resident of the City and must be from one or more of the following occupations:
  - A California licensed architect with experience designing and building commercial, industrial and governmental buildings;
  - A California licensed general contractor with experience constructing commercial, industrial and governmental buildings;
  - A California licensed civil engineer with experience in the designing and building of commercial, industrial and governmental buildings;
  - A building/property manager with experience in the management of commercial property;
  - A construction estimator with experience in estimating the construction of large-scale projects; and
  - A California certified public accountant with experience in professional accounting.

## **Veterans' Commission**

Vacancies: Two Commissioners: (1) Current Vacancy, and (1) Term Expiration - George Glover

Duration: One (1) Four-Year Term will expire January 31, 2021  
One (1) Four-Year Term will expire January 31, 2023

### Requirements:

- One vacancy must be filled with 1) a resident of the City of El Cajon, and 2) an active service member or reservist with the armed forces at any time within the past ten (10) years prior to appointment.
- One vacancy must be filled with 1) a resident of the City of El Cajon, and 2) have been honorably discharged from the U.S. Armed Forces, but need not be a member of a 501 (c)19 veterans' organization based in El Cajon, as specified in Municipal Code Section 2.24.420(C). Commissioners are required to file a Form 700 according to provisions of the Political Reform Act, the Fair Political Practices Commission, and the City's Conflict of Interest Code.

Applications will be available on December 12, 2018 in the City Clerk's Office, and a downloadable, interactive application form will be available on the City website at [www.cityofelcajon.us](http://www.cityofelcajon.us) under the "Current News" section.

### FISCAL IMPACT:

Members of the Planning and Personnel Commissions are compensated for meetings attended. Members of the Gillespie Field Development Council, Public Safety Facility Financing Oversight Committee and Veterans' Commission serve on a voluntary basis, and are not compensated.

Prepared By: Angela Aguirre, City Clerk

Reviewed By:

Approved By: Graham Mitchell, City Manager

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City Council  
Agenda Report

Agenda Item 6.

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** ADA Pedestrian Curb Ramps and Sidewalks 2018 and Hillside Park  
Playground Landing Pad Project Acceptance

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**RECOMMENDATION:**

That the City Council:

1. Accepts the ADA Pedestrian Curb Ramps and Sidewalks 2018 Project, PW3594 (Bid No. 014-18);
2. Accepts the Hillside Park Playground Landing Pad Project, PK3649 (Bid No. 014-18); and
3. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

**BACKGROUND:**

The City recently completed two projects under the same contract. One project was the installation of pedestrian improvements in areas without sidewalks to provide safe walking paths. This project complements the City's ongoing efforts to provide accessible pathways to all pedestrians. The contract also included the installation of a playground landing pad at Hillside Park. The construction is complete and project acceptance is recommended.

**FISCAL IMPACT:**

These projects are budgeted in Transportation Projects (PW3594, \$148,452.25) using TransNet funds and Parks Projects (PK3649, \$32,627.00) using the General Fund. The total construction contract expenditure is \$181,079.25.

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

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**City Council  
Agenda Report**

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Nahid Razi, Purchasing Agent  
**SUBJECT:** Extension to On-Site Fleet Parts Program

---

**RECOMMENDATION:**

That the City Council adopts the next resolution, in order, to authorize an extension of the existing contract for on-site fleet parts program with County Motor Parts Co., Inc. for a two-year term, in the annual amount of \$400,000.

**BACKGROUND:**

On October 25, 2016, the City Council waived the bidding requirements in accordance with Municipal Code Section 3.20.010(C)(5) and authorized a two-year contract with County Motor Parts Co., Inc. (CMP) in the annual amount of \$420,000 for the consignment of on-site fleet parts at the Fleet Maintenance Facility. The intent of this procurement is to provide parts, operate an on-site storeroom, maintain inventory, and provide personnel to streamline operations.

Upon the end of the two-year term on November 5, 2018, the Fleet Manager reevaluated City needs for the parts program. Due to the special circumstances involved in the consignment of on-site fleet parts and consistency with existing parts on hand, the staff requested CMP to submit a proposal for an extension. CMP will agree to the same terms and conditions of the previous contract award, in the annual amount of \$400,000, which includes an increase to assured profitability as a result of the recent reduction in fleet size in relation to paramedic services and street sweeping.

As stated in the attached memorandum, staff recommends extending the current agreement for two-years, in the annual amount of \$400,000. This amount is \$20,000 per year less than prior years due to the cost savings from not having to maintain street sweepers.

**FISCAL IMPACT:**

The fiscal impact of this project is estimated at \$400,000 per year. Sufficient funds are available in the Fiscal Year 2018-19 Public Works Fleet Operations (601000). Total 2-year costs are estimated at \$800,000.

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

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#### Attachments

Reso On-Site Fleet Parts  
Memo -Extension

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RESOLUTION NO.     -18

RESOLUTION TO APPROVE EXTENSION OF  
EXISTING CONTRACT  
FOR ON-SITE FLEET PARTS FOR  
ONE ADDITIONAL TWO-YEAR TERM

WHEREAS, on October 25, 2016, the City Council waived the bidding requirements in accordance with Municipal Code section 3.20.010(C)(5) and authorized a contract with County Motor Parts Co., Inc. ("CMP") for the consignment of on-site fleet parts at the Fleet Maintenance Facility; and

WHEREAS, the intent of this procurement was to provide parts, operate an on-site storeroom, maintain inventory, and provide personnel to streamline operations; and

WHEREAS, the existing Agreement was for a term of two years in the annual amount of approximately \$420,000; and

WHEREAS, upon the end of the two-year term on November 5, 2018, the Fleet Manager reevaluated City needs for the parts program; and

WHEREAS, due to the special circumstances involved in the consignment of on-site fleet parts and consistency with existing parts on hand, the staff requested CMP to submit a proposal for an extension. CMP will agree to the same terms and conditions of the previous contract award; and

WHEREAS, the City Council believes it to be in the best interests of the City to authorize the City, to extend the Agreement for one (1) additional two-year term in the estimated annual amounts of \$400,000 each.

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 extension of the Agreement with CMP, for the consignment of on-site fleet parts at the Fleet Maintenance Facility for one (1) additional two-year term under the same terms and conditions of the previous contract award, but in the estimated annual amount of \$400,000, which includes an increase to assured profitability as a result of the recent reduction in fleet size in relation to paramedic services and street sweeping.
3. The Mayor and City Clerk are authorized and directed to execute an extension to the Agreement for said consignment of on-site fleet parts on behalf of the City of El Cajon.

# CITY OF EL CAJON



## DEPARTMENT OF PUBLIC WORKS Operations Division MEMORANDUM

**DATE:** November 28, 2018  
**TO:** Purchasing Agent  
**VIA:** Director of Public Works  
**FROM:** Fleet Manager

**SUBJECT: Extension with County Motor Parts for On-Site Fleet Parts Program**

On May 25, 2016, a RFP was issued for the On-Site Fleet Parts Program. Twelve prospective bidders downloaded the RFP document and no timely proposals were received by the specified due date.

On October 25, 2016, the City Council approved the waving of bidding requirements in accordance with Municipal Code section 3.20.010(C)(5) and authorized direct negotiations with the existing vendor County Motor Parts (CMP). CMP currently operates an on-site storeroom located at the Fleet Maintenance Facility and provides personnel to streamline operations. Upon terminations the City would be responsible to purchase certain CMP provided inventory.

Staff has concluded that in to order maintain consistency with our fleet on-site parts program and the special circumstances involved in the consignment of on-site fleet parts under the existing contract, should it terminate, that extending the agreement is the best alternative. This would allow the City to avoid the costs involved with purchasing CMP-provided inventory, and provide a cost efficient approach that serves the best interest of the City. The estimated annual amount of this 2 year extension is \$400,000 per year.

PREPARED BY:

  
\_\_\_\_\_  
Mike Ashwill  
FLEET MANAGER

REVIEWED BY:

  
\_\_\_\_\_  
Dirk Epperson  
DIRECTOR of PUBLIC WORKS



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Nahid Razi, Purchasing Agent  
**SUBJECT:** Award of Bid No. 018-19 - Elevator Maintenance and Repair

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**RECOMMENDATION:**

That the City Council adopts the next resolution, in order, to award the bid to the sole responsive, responsible bidder, 24 Hour Elevator in the amount of \$28,000 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 the preventative maintenance and repair of city elevators. The bid includes an option to renew the contract for up to four additional one-year terms. Funds for the renewal terms will be in accordance with the adopted budget for each fiscal year.

The procurement of elevator maintenance and repair services was advertised on October 4, 2018. One response was received and opened at 2:00 p.m. on November 1, 2018.

The Purchasing Division, in concurrence with the Director of Public Works, recommends award of the bid to the sole responsive, responsible bidder, 24 Hour Elevator, in the amount of \$28,000. The complete proposal is on file in the Purchasing Division.

**FISCAL IMPACT:**

The initial fiscal impact of this agreement is \$28,000. Sufficient funds are available in the Fiscal Year 2018-19 Annual Budget Public Works – Facilities Operations (123000). Subsequent 4-year maintenance and repair costs are estimated to total \$123,656.

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

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Attachments

Reso Elevator Maint & Repair

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RESOLUTION NO. \_\_\_\_-18

RESOLUTION AWARDING BID FOR  
ELEVATOR MAINTENANCE AND REPAIR  
(Bid No. 018-19)

WHEREAS, the Elevator Maintenance and Repair project (the "Project") to provide preventative maintenance and repair of city elevators of the City of El Cajon ("City") was advertised on October 4, 2018; and

WHEREAS, the Notice Inviting Bids provides that the Project is for a period of one (1) year with City options to renew the contract for up to four (4) additional one-year terms; and

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

WHEREAS, the Purchasing Division, in concurrence with the Director of Public Works, 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:

24 Hour Elevator

in the amount of \$28,000.00 for the initial term of the contract, which contract may be renewed for up to four (4) additional one-year terms.

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. The City Manager and City Clerk are hereby authorized and directed to execute any amendments to extend the contract for a maximum of four (4) one-year terms.



**City Council  
Agenda Report**

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Nahid Razi, Purchasing Agent  
**SUBJECT:** Award of Bid No. 023-19 - Radio Equipment Maintenance

---

**RECOMMENDATION:**

That the City Council adopts the next resolution, in order, to award the bid to the sole responsive, responsible bidder, Day Management Corporation dba Day Wireless Systems in the amount of \$31,560 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 the preventative maintenance and repair of mobile and portable radio equipment to be utilized by various City departments. The bid includes an option to renew the contract for up to four additional one-year terms. Funds for the renewal terms will be in accordance with the approved budget for each fiscal year.

The procurement of radio equipment maintenance was advertised on October 17, 2018. One response was received and opened at 2:00 p.m. on November 15, 2018.

The Purchasing Division recommends award of the bid to the sole responsive, responsible bidder, Day Management Corporation dba Day Wireless Systems, in the amount of \$31,560. The complete proposal is on file in the Purchasing Division.

**FISCAL IMPACT:**

The initial fiscal impact of this agreement is \$31,560. Sufficient funds are available in the Fiscal Year 2018-19 Annual Budget Police Department Communications (130150) and Public Works Department (123000). Subsequent 4-year maintenance costs are estimated to total \$134,500.

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

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**Attachments**

Reso Radio Equipt Maint

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RESOLUTION NO. \_\_\_\_-18

RESOLUTION AWARDING BID FOR  
RADIO EQUIPMENT MAINTENANCE  
(Bid No. 023-19)

WHEREAS, the Radio Equipment Maintenance project (the "Project") to provide preventative maintenance and repair of mobile and portable radio equipment to be utilized by various city departments of the City of El Cajon ("City") was advertised on October 17, 2018; and

WHEREAS, the Notice Inviting Bids provides that the Project is for a period of one (1) year with City options to renew the contract for up to four (4) additional one-year terms; and

WHEREAS, one (1) response was received and opened at 2:00 p.m. on November 15, 2018; and

WHEREAS, the Purchasing Division 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:

Day Management Corporation dba Day Wireless Systems

in the amount of \$31,560.00 for the initial term of the contract, which contract may be renewed for up to four (4) additional one-year terms.

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. The City Manager and City Clerk are hereby authorized and directed to execute any amendments to extend the contract for a maximum of four (4) one-year terms.



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Steve Swaney, Fire Chief  
**SUBJECT:** Fire Engine Funds Allocation

---

**RECOMMENDATION:**

That the City Council authorizes the City Manager or designee to appropriate \$44,000 from the Vehicle/Replacement Fund balance for an unforeseen price increase for the purchase of a replacement fire engine as approved in the FY 2018/19 budget.

**BACKGROUND:**

With the FY 2018-19 annual budget, the City Council approved \$716,000 for the purchase of a replacement fire engine. The purchase of this engine will allow the Department to replace one of the 20-year-old fire engines in its fleet, and thereby maintain fire suppression and response capabilities.

Recent changes in raw materials pricing, due to international trade tariffs, has resulted in an unforeseen increase in purchase price resulting in the total purchase price of the fire engine to increase to \$760,000.

Both the Fire Department and Fleet Services have been diligently looking for opportunities to close the price gap. However, even with deferring some of the equipment purchases and outfitting costs for the new fire engine, the attempts have been unsuccessful to identify an adequate level of savings.

In an effort to avoid a 3% price increase by the manufacturer, scheduled to take place on February 1, 2019, it is the goal of the Fire Department and Fleet Services to lock in pricing for the new fire engine by January 2019.

**FISCAL IMPACT:**

This action will reduce the Vehicle/Equipment Replacement Fund balance and increase appropriations (605000) by \$44,000. There are no further anticipated or ongoing costs with this one-time additional allocation.

Prepared By: Bent Koch, Interim Fire Division Chief  
Reviewed By: Steve Swaney, Fire Chief  
Approved By: Graham Mitchell, City Manager



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Frank Carson, Director of Recreation  
**SUBJECT:** Addendum to Boys & Girls Club Use Agreement for Wells Park Center

---

**RECOMMENDATION:**

That the City Council approves the addendum to the Boys & Girls Club Use Agreement regarding the shared use of the Wells Park Center.

**BACKGROUND:**

Currently, the Boys & Girls Club of East County operates two facilities in El Cajon--its clubhouse (located at the east end of Wells Park) and a dedicated teen center (located at the west end of Wells Park). The former Wells Park Senior Center was transformed into the Boys & Girls Club Teen Center in 2011 and since then both the City and the Boys & Girls Club have recognized that there is a clear need to have a city staff presence at Wells Park that promotes positive recreational activities within the park.

With City Council approval of the attached addendum and under the direction of the City of El Cajon Police and Recreation Departments, a base of operations will be established in the Wells Park Activity Room within the current Boys & Girls Club Teen Center for the City of El Cajon Police Service Officers (Park Rangers). City staff will have sole access to this room, which is separated from the main building of the Teen Center. Recreation Department staff will continue to operate free recreational activities in the park.

**FISCAL IMPACT:**

There will be a moderate increase in utility costs due to the return of City staff operations to the area.

Prepared By: Frank Carson

Reviewed By:

Approved By: Graham Mitchell, City Manager

---

Attachments

B&G Amendment

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## **FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT is made and entered into effective this \_\_\_ day of \_\_\_\_\_, 2018, by and between Boys and Girls Clubs of East County, Inc., a nonprofit California corporation, 8820 Tamberly Way, Santee, California, 92071 (the "Lessee"), and the City of El Cajon, a charter city and municipal corporation of the State of California, 200 Civic Center Way Street, El Cajon, California, 92020, (the "Lessor").

### RECITALS

1. On December 7, 1993, Lessor and Lessee entered into that certain "Lease" (the "Original Lease"), by which Lessor leased to Lessee, and Lessee leased from Lessor, a portion of that certain property located at 1153 E. Madison Avenue, El Cajon, California, more particularly described in Exhibit A to the Lease (the "Original Premises"). The Original Premises are located in Wells Park (the "Park"), which is a recreational park that includes Wells Center (the "Center").

2. In 2008, Lessee determined that due to growth in the activities provided, the Original Premises were inadequate to address its future needs to promote the physical, mental and moral welfare of boys and girls in El Cajon, and desired to lease additional Park space, and the Center, to operate additional programs. Lessee determined that it had the personnel to provide supervision and operations at the Center, which would relieve Lessor of the financial responsibility to provide staff in sufficient numbers to meet the demands of supervising and operating recreational parks and facilities.

3. On November 8, 2008, Lessor and Lessee entered into that certain "Lease Agreement" (the "Lease"), by which Lessor leased to Lessee, and Lessee leased from Lessor, that certain parcel of real property situated in the City of El Cajon, County of San Diego, State of California, a site plan of which is more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Premises") for a term of twenty-five (25) years, and Lessee has the right to extend the term of the Lease for twenty-five (25) additional years. Rent for the Lease is established at the nominal amount of one dollar (\$1.00) per year.

4. By that certain letter dated December 19, 2011, Lessor and Lessee memorialized their mutual agreement to finalize the Wells Center transition plan effective December 31, 2011, to include:

- (a) Due to prohibitive costs to establish separate utility meters for Lessee and Lessor, all meters shall remain in Lessor's name. Lessee shall receive a monthly statement from San Diego Gas & Electric for gas and electricity use and pay the amount due in full, to include Lessor's portion. Lessor shall receive a bi-monthly statement from Helix Water District for total water use for the Park and Center, and shall pay the amount due in full, to include Lessee's portion. In the fiscal year from July through June, Lessor will invoice Lessee every six (6) months for the difference of the two accounts. It is

estimated that Lessee shall to pay Lessor approximately \$115 per month for utilities, and Lessor shall regularly review water and electricity usage to determine if usage or rates changes;

- (b) Lessee shall provide Park supervision including use of a daily service unit count/incident reporting form, perform hourly park checks to maintain safety, and Lessor shall provide a staff liaison to assist Lessee with areas of concern and hands-on training to Lessee staff in January 2012;
- (c) Confirmation of relocation of five senior groups to the Premises; and
- (d) Clarification of timeline and maps for demolition of shuffleboard courts and storage building.

5. Lessor and Lessee now agree to modify the Lease by this First Amendment to Lease Agreement (the "First Amendment") to allow Lessor to occupy the smaller building adjacent to the main building of the Center, which is approximately 2,368 square feet in size, for use by the El Cajon Police Department and Recreation Department.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. Section 4 of the Lease is hereby deleted and replaced with the following:

Section 4. *Use; Park Supervision.* The Premises are leased to the Lessee for the purpose of promoting the physical, mental and moral welfare of boys and girls, and for all reasonable and lawful purposes incidental thereto, subject to the following:

- (a) The improvements known as "Wells Center," including the south patio, the basketball area, and the construction yard, commonly referred to herein as the "back yard," shall be used primarily by the Lessor.
- (b) Lessee shall make office space in Wells Center available to Lessor, for governmental use, in the amounts and in the locations existing as of October 7, 2008, unless Lessor and Lessee agree to a different location of offices, or amounts, by written acknowledgment signed by representatives of both parties.
- (c) Lessee shall continue to make portions of Wells Center available for rent to senior organizations and groups, during the hours of 9:00 a.m. to 2:00 p.m., Monday through Friday, holidays excepted. If a senior organization or group is a nonprofit corporation, whose income is exempt from taxation under federal and state laws, Lessee shall not charge such

organization or group rent for the use of space at Wells Center. Lessor will not be responsible for providing access or supervisor to senior organizations.

- (d) Lessee shall not use said premises, or permit any part thereof to be used, for any purpose or purposes other than the purpose or purposes for which the said premises are hereby leased without first having obtained the written consent of the City Manager of the City of El Cajon.
- (e) The activity room, approximately 2,368 square feet in size, adjacent to the Center, shall be reserved for the sole use of the El Cajon Police Department and the Recreation Department.
- (f) Lessee's use of the facility will be primarily Monday-Friday, 2:00 to 6:00 p.m. Any other time use will require approval from Lessor.
- (g) Lessee and Lessor agree that all meters for utilities shall remain in Lessor's name. Lessor shall receive a monthly statement from San Diego Gas & Electric for gas and electricity use and pay the amount due in full, which shall include charges for such utilities attributable to Lessee's use and consumption. Lessor shall also receive a bi-monthly statement from Helix Water District for total water use for the Park and Center, and shall pay the amount due in full, which shall include charges for water used and consumed by Lessee's operations. In the fiscal year from July through June, Lessor will invoice Lessee every month for its estimated utility usage of the gas and electric, and water, accounts. It is estimated that Lessee shall be responsible for approximately \$775 each month for all utilities combined. Lessor shall annually, review water and electricity usage to determine if usage or rates change and (if the variance between the approximate amount and the actual amount vary by more than five percent (5%)) the parties agree to a not more than one adjustment of the monthly utilities charges in any 12-month period, as necessary to more accurately reflect the approximate costs of the utilities each year. Any such adjustments shall occur not later than March 1 of each fiscal year, and shall be effective July 1 of the next succeeding fiscal year.

Section 4. Except as otherwise modified by this First Amendment, each and every term and condition of the Lease not in conflict herewith shall remain in full force and effect.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment the date and year first above written.

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

BOYS AND GIRLS CLUBS  
OF EAST COUNTY,  
a California nonprofit corporation

By \_\_\_\_\_  
Bill Wells, Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Angela Aguirre, City Clerk

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Morgan L. Foley, City Attorney

Attachment 1



Blue shaded area will be the continuing Boys & Girls Club Teen Center supporting senior programming during daytime hours.

Yellow shaded area will be maintained by the City of El Cajon Police Department and Recreation Department.

LESSOR INITIALS: \_\_\_\_\_ LESSEE INITIALS: \_\_\_\_\_





City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Graham Mitchell, City Manager  
**SUBJECT:** License Agreement for Wireless Installation on Public Structures with Cox Wireless Access, LLC.

---

**RECOMMENDATION:**

It is recommended that the City Council adopt a resolution approving a License Agreement for Wireless Installation on Public Structures with Cox Wireless Access, LLC, and authorizing the City Manager and the City Clerk to execute the License Agreement with such changes as may be approved by the City Manager.

**BACKGROUND:**

The network for mobile devices is shifting to a 5<sup>th</sup> generation system (5G network). The 5G network relies on small antenna fixtures attached to streetlight poles to provide greater access to wireless broadband customers, rather than larger traditional cell towers. The City of El Cajon controls 1,843 streetlight poles throughout the City which are located in its public right-of-way.

On April 10, 2018, the City Council approved its first license agreement with New Cingular Wireless PCS, LLC to install small cell sites on streetlight poles throughout the City. The initial agreement has been used as a model to create an agreement with Crown Castle NG West LLC on July 11, 2018, and this current agreement with Cox Wireless Access, LLC.

The proposed license agreement presented for City Council consideration allows Cox Wireless Access to install antennas on existing City streetlight poles after obtaining a permit through the Community Development Department and following design standards identified in the license agreement. In order to use the City's right-of-way, the proposed agreement requires Cox Wireless to:

1. Meet design standards detailed in the proposed License Agreement.
2. Pay a permit application fee of \$1,500 (up to 10 sites can be included per permit).
3. Pay annual rent of:
  - a. \$1,500 for each small cell site located on a City owned streetlight pole;
  - b. \$1,000 for each additional third-party antenna co-located on a City streetlight pole;
  - and
  - c. \$750 for ground equipment used to service Cox Wireless Access owned equipment.
4. Pay rent increases of 2.5 percent annually.

The proposed small cell site license agreement excludes the use of the City's decorative streetlight poles located in the downtown area.

**FISCAL IMPACT:**

Assuming ten new antennas within the first year, the approval of this contract could generate up to \$15,000 in annual rental revenue and \$1,500 in permit fees. Both rental and permit revenue will be deposited in the General Fund.

Prepared By: David Richards, Senior Management Analyst

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

---

**Attachments**

Cox Wireless Access, LCC Agreement

Reso - Wireless License Agt

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

**BETWEEN**

**COX WIRELESS ACCESS, LLC**

---

**AND**

**CITY OF EL CAJON**

**EFFECTIVE DATE: DECEMBER 11, 2018**

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

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

This License Agreement for Wireless Installations on Public Structures (the “Agreement”) is made and entered into as of \_\_\_\_\_, 2018 (“Effective Date”) by and between THE CITY OF EL CAJON, a California charter city and municipal Corporation (“Licensor”) and Cox Wireless Access, LLC, a Delaware limited liability company, (“Licensee”). Licensor and Licensee shall be referred to hereafter individually as a “Party” and collectively as the “Parties.”

**RECITALS**

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

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

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

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

**CERTAIN DEFINED TERMS**

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

“Applicable Code” means the El Cajon Municipal Code.

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

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

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

“FCC” means the Federal Communications Commission.

“Ground Equipment” means above-ground cabinets, towers, or any other structure designed and capable of housing equipment ancillary to and servicing a Wireless Installation, not affixed to a Structure.

“Lease Year” means that 12-month period beginning on January 1 and ending on December 31 of every year.

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

“Structure(s)” means pole(s) supporting one or more streetlights, flags, banners and/or signage; and any other similar structure(s) capable of accommodating a Wireless Installation. Structure does not include any Licensor pole used for the function of electricity or natural gas distribution; nor does structure include any Decorative Streetlight Poles or traffic signal poles.

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

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

## **1. SCOPE OF AGREEMENT**

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

1.2 Interference with Wireless Installations. Licensor will not grant after the date of this Agreement a permit, license or any other right to any third party if, at the time such third party applies for access to a Structure, Licensor knows or has reason to know

that such third party's use is reasonably likely to materially adversely affect or interfere with the Licensee's existing Wireless Installations on that Structure, Licensee's use and operation of its facilities on that Structure, or Licensee's ability to comply with the terms and conditions of this Agreement as it relates to that Structure.

## 2. GENERAL OBLIGATIONS

### 2.1 Technical Requirements and Specifications.

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

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

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

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

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

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

2.3 Worker Qualifications; Responsibility for Agents and Contractors. Each party shall ensure that its workers and, to the extent that either may employ agents or contractors, their workers, are adequately trained and skilled to access Structures in accordance with all applicable industry and governmental standards and regulations. Licensor may deny access to its Structures to any such worker who is not so qualified, or who does not act in a safe and professional manner when accessing any Structure. In such



event, Licensee shall take such reasonable and necessary action so as to ensure that such worker does not continue to access Structures on Licensee's behalf unless such worker is qualified to Licensor's reasonable satisfaction. In no event, however, shall a party be liable or otherwise responsible for the competence or conduct of the other party's workers or those of the other party's agents or contractors.

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

2.5. [Reserved]

### **3. APPLICATION FOR PERMIT**

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

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

### **4. COMPLETION OF INSTALLATION**

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

## **5. OPERATION AND MAINTENANCE; RESERVATION OF RIGHTS**

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

### 5.2. RF Emissions.

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

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

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

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

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

## **6. CHARGES, BILLING AND PAYMENT**

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

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

(a) The Rent shall be payable annually, on January 1 of each Lease Year, in advance for each Wireless Installation, as recorded by Licensor or for which a Permit has been issued. For new Wireless Installations, the Rent shall be paid on or before that date which is thirty (30) days following the date the Permit is issued, and shall be pro rated for the balance of the Lease Year then in existence.

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

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

### 6.4 Unauthorized Wireless Installations.

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

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

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

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

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

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

#### 6.5 Billing and Payment Generally.

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

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

### **7. AUDITS AND INSPECTIONS**

#### 7.1 Audits.

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

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

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

## **8. STRUCTURE REPLACEMENT AND ABANDONMENT AND REMOVAL OF WIRELESS INSTALLATIONS**

### **8.1 Replacement or Abandonment of Structure.**

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

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

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

(d) If a Licensor's Structure needs to be replaced in order to accommodate Wireless Installations, or because the Structure has been knocked down, or damaged, necessitating its replacement, Licensor may replace the Structure and Licensee will reimburse Licensor for all actual and reasonable costs directly incurred by Licensor to do so and Licensee shall relocate its Wireless Installations to the replacement Structure

within sixty (60) days following written notice of the requirement to move. Alternatively, Licensee shall have the option to acquire and install a replacement Structure, provided that the Structure (i) is approved by the Licensor; (ii) meets the requirement of all Technical Grounds; (iii) is installed in compliance with section 2.1; (iv) is conveyed to Licensor at Licensor's request, without any further consideration other than this Agreement, with all right, title and interest in the Structure appropriately transferred to the Licensor; and (v) the Structure being replaced is not destroyed or damaged, and Licensee, at its sole cost and expense, delivers the replaced Structure to Licensor's Public Works Yard on Vernon Way, in El Cajon.

(e) If, upon expiration of any required notice period for removal, Wireless Installation(s) has/have not been removed, Licensor may at Licensee's sole expense, remove and dispose of the Wireless Installation(s), without any liability to Licensee for such removal and disposition.

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

8.3 Licensee Safety or Other Violations. If Licensor discovers any regulatory, safety or other violation of this Agreement with respect to Wireless Installations, it shall notify Licensee and Licensee shall have sixty (60) days in which to remedy such violations, except that Licensor may require quicker action in Emergency situations.

## 9. INSURANCE

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

### 9.2 Required Insurance.

(a) Workers' Compensation and Employer's Liability insurance, as required by statute, with Employer's Liability limits of \$500,000 each accident, \$500,000 by disease policy limits, and \$500,000 by disease each employee. To the extent allowed by law, the policy must include a blanket waiver of subrogation in favor of Licensor.

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

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

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

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

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

### 9.3 Insurance Certificates / Additional Insured

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

- The name of the insurance company issuing each policy.
- All insurers must provide an original additional insured endorsement including the City of El Cajon, and its elected and appointed officials, officers, employees and volunteers (for purposes of this Section, individually and collectively, the "City Insureds") as an additional insured. This inclusion as

additional insureds shall not be required of Workers' Compensation or Professional Liability policies of insurance, and may be waived for "valuable papers" coverage with the approval of the City Attorney.

- All insurers must provide an original endorsement stating that the insurance coverage shall be primary insurance as respects the City of El Cajon, and its elected and appointed officials, officers, employees and volunteers (for purposes of this Policy, individually and collectively, the "City Insureds"). Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- Waiver of Subrogation endorsement is required on Workers' Compensation Coverage.
- Address of named insured.
- Description of coverage, including any special coverage required by the contract.
- Policy numbers.
- Policy periods (if claims made basis, must include retroactive date and length of time allowed as extended reporting period).
- Coverage type (occurrence form vs. claims made).
- Authorized signature and date of issuance. An original signature is required (wet signature or hard copy): a digital signature is acceptable so long as it complies with the requirements of Government Code § 16.5.

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

## **10. ALLOCATION OF LIABILITIES**

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

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



**VIRTUE OF ANY STATUTE, IN TORT OR IN CONTRACT, UNDER ANY PROVISION OF INDEMNITY, OR OTHERWISE.**

**11. INDEMNIFICATION**

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

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

**12. TERM**

This Agreement shall commence as of the Effective Date, and, if not lawfully terminated sooner, remain in full force and effect for a term of ten (10) years. The Parties may agree to renew this Agreement for two (2) renewal terms, each of not more than five (5) years in duration, unless either Party gives the other written notice of termination at least one hundred and twenty (120) days prior to the then current term. Upon termination of this Agreement, Licensee shall remove Wireless Installations from all Licensor's Structures within ninety (90) days at Licensee's expense. If not so removed within thirty (30) days following such termination, Licensor shall have the right to remove such

Wireless Installations, and to dispose of same, at Licensee's sole expense and without any liability to Licensee for such removal and disposition.

### **13. DEFAULT AND TERMINATION**

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

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

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

#### 13.3 Licensor's Default and Licensee's Remedies.

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

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

13.4 Effective Date of Termination. Any termination under sections 13.2(b), 13.2(g) or 13.3(a) shall be effective upon written notice from the terminating party to the

other party. Such notice will identify the effective date of the termination, which effective date may be as early as the effective date of the notice under section 16.1.

13.5 [Reserved.]

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

#### **14. DISPUTE RESOLUTION PROCEDURES**

As a condition precedent to the initiation of any litigation, the Parties shall in good faith attempt to settle any dispute arising out of or relating to this Agreement through upper management escalation and non-binding mediation. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. The dispute shall be escalated to upper management to exchange relevant information and attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of receipt of the disputing Party's notice, either Party may initiate mediation. Such mediation shall take place at a mutually agreeable location. In the event that such dispute is not resolved within thirty (30) calendar days following the first day of mediation, either Party may initiate litigation. In case of a failure of either Party to follow the foregoing, the other may seek specific enforcement of such obligation in the courts having jurisdiction hereunder.

#### **15. CONFIDENTIALITY**

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

**16. MISCELLANEOUS PROVISIONS**

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

**To Licensor:**

**CITY OF EL CAJON**  
Attn: City Manager's Office  
200 Civic Center Way  
El Cajon, CA 92020

**To Licensee (including bills):**

Cox Communications  
c/o Cox Business  
6205B Peachtree-Dunwoody Road  
Atlanta, Georgia 30328  
Attn.: Cox Wireless Access

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

Cox Communications  
Attn: Vice President of Government Affairs  
6205B Peachtree-Dunwoody RoadAtlanta, Georgia 30328

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

**Licensor:** 1 (619) 441-1768  
**Licensee:** 1-(877) 897-2475

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

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

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

16.4 Applicable Law and Venue. This Agreement shall be interpreted, construed, and enforced, in accordance with the laws of the State of California, without regard to its conflict of laws principles, and, where applicable, federal law. Any action to enforce or interpret this Agreement shall be brought in the Superior Court of California, San Diego County, or the United States District Court for the Southern District of California, if brought in federal court. Licensee hereby waives any right to remove any action filed in Superior Court from San Diego County to another county as otherwise permitted by California Code of Civil Procedure section 394.

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

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

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

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

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

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

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

16.12 Entire Agreement; Amendments. This Agreement (including the Exhibits hereto) embodies the entire agreement between Licensee and Licensor with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, oral or written, with respect thereto. Each Party acknowledges that the other Party has not made any representations other than those contained herein. This Agreement may not be amended or modified orally, but only by an agreement in writing signed by the Party or Parties against whom any waiver, change, amendment, modification, or discharge may be sought to be enforced.

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

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

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

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

**COX WIRELESS ACCESS, LLC  
a Delaware limited liability company**

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

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

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Name:

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Title:

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Date:

## **EXHIBIT A: FEES AND BOND**

### Permit Application, Right-of-Way and Pole Attachment Rental Fee (Sections 3.1, 6.1)

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

Licensee shall pay Rent of \$1,500.00 per Wireless Installation on Licensor Structures for each Lease Year (or partial Lease Year) that this Agreement remains in effect. The annual Rent per each Wireless Installation shall be increased by 2.5% each year on January 1 of each Lease Year. If Licensee co-locates any additional antennas, whether operated by Licensee or a third party, Rent shall be increased in the amount of \$1,000.00 for each co-located Wireless Installation.

Licensee shall also pay annual Rent of \$750.00 each Lease Year (or partial Lease Year) for each piece of Ground Equipment servicing the Wireless Installation or small cells strand mounted wireless facilities equipment installed on personal property owned by Licensee's affiliate, Cox Communications California, LLC ("Cox"); provided, however, that no Rent is required for any Wireless Installation or small cells strand mounted wireless facilities equipment installed on Cox-owned personal property located in the Licensor's right-of-way that does not include Ground Equipment in the public right-of-way.

The annual Rent for both Wireless Installations Ground Equipment will be increased by 2.5% effective January 1, of each year.

### Surety Bond (Section 6.2)

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

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



## EXHIBIT B – DESIGN STANDARDS

### Antenna installation:

- Licensee may install a (1) 24” or smaller antenna or combination of antennas that will fit inside an enclosure that does not exceed 6 cubic feet in volume and not to exceed 36” in height
- The preferred antenna mounting location should be on the top of the pole and include a cable shroud.
- Any alternative antenna installation requires justification by Licensee and approval by Licensor.
- Wires shall be contained within metal and concrete poles and shrouded with a sleeve on wooden poles.

### Radio equipment:

- Radio equipment is preferred to be balanced on either side of the pole, not vertically stacked however, when one radio is proposed it can be enclosed within a single equipment enclosure mounted to the side of the pole
- The pole mounted radio equipment shall not exceed 7 cubic feet in volume.
- Attachment brackets for radio equipment shall be shrouded with plates or other material that matches the radio equipment covering.

### Integrated antenna and radio equipment:

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

### Other:

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

A RESOLUTION  
APPROVING A LICENSE AGREEMENT  
FOR COX WIRELESS ACCESS, LLC FOR  
WIRELESS INSTALLATION ON PUBLIC STRUCTURES

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

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

WHEREAS, Cox Wireless Access, LLC ("Cox") has requested approval to construct small antenna facilities on certain existing streetlight poles within the City's right-of-way; and

WHEREAS, the network for mobile devices is shifting to a 5th generation wireless system (the 5G network) that relies on small antenna fixtures attached to streetlight poles to provide greater access to wireless broadband services, rather than larger traditional cell towers; and

WHEREAS, Cox has requested that the City consider a License Agreement (the "Agreement"); and

WHEREAS, in exchange for use of the City's right-of-way, the proposed Agreement requires Cox to (1) pay the City \$1,500 per year for each site for the first year, with a rental rate increase of 2.5 percent each year; (2) pay a permit application fee of \$1,500 per application (up to ten sites can be included in each application); (3) pay \$750 for ground equipment used to service Cox owned equipment; (4) pay \$1,000 for each additional third-party antenna co-located on a City streetlight pole; and (5) meet design standards detailed in the proposed Agreement; and

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

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

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

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

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

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

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

12/11/18 CC Agenda

License Agreement for Wireless Installation (Cox) 113018



## City Council Agenda Report

**Agenda Item 13.**

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Wells Park Improvements - Sewer Lateral Project Acceptance

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### RECOMMENDATION:

That the City Council:

1. Accepts the Wells Park Improvements - Sewer Lateral Project, PK3610, Bid No. 009-19; and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

### BACKGROUND:

The City completed the replacement of the sewer lateral at Wells Park. The new sewer lateral removes the root damaged pipe and provides improved maintenance access preventing future sewer backups from the Park's restrooms. Successful construction was completed on November 16, 2018 and acceptance of the project is recommended.

### FISCAL IMPACT:

This project is budgeted in Parks Projects (505000-PK3610) with Community Development Block Grant (C0923) funding. The total construction contract expenditure is \$76,519.

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

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## City Council Agenda Report

Agenda Item 14.

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Anthony Shute, Director of Community Development  
**SUBJECT:** Fiscal Year 2017-18 El Cajon Housing Authority Annual Report (pursuant to California Health & Safety Code section 34176.1)

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### RECOMMENDATION:

That the El Cajon Housing Authority review and accept this Annual Report of the El Cajon Housing Authority, substantially in the form as presented, for fiscal year ending June 30, 2018.

### BACKGROUND:

In 1971, the El Cajon City Council established the El Cajon Redevelopment Agency to oversee redevelopment activities in the City. Tax increment financing was the primary source of funding used to carry out redevelopment activities, and numerous projects (both housing and non-housing) were completed since that time. However, in 2011, the California Supreme Court upheld ABx1 26 effectively eliminating redevelopment agencies throughout the State.

Prior to the effective date of the dissolution, the City Council designated the El Cajon Housing Authority ("Housing Authority") as the successor agency for all housing assets of the former Redevelopment Agency. Although no new tax increment financing for housing activities is available, the Housing Authority has accepted responsibility for the Low and Moderate Income Housing Asset Funds ("LMIHAF") fund balance, the physical housing assets, and the housing loan portfolio which continues to generate income as loans are repaid and/or interest is earned.

The California Health & Safety Code ("HSC") governs the activities and requirements of housing authorities for the use of LMIHAF funds (including various reporting requirements). Following the conclusion of each fiscal year, two separate annual reports are required to be presented to the legislative body (the City Council), each of which includes different information.

The first report is presented to City Council in September each year, and includes all the activities undertaken by the Housing Authority during the previous fiscal year as allowed under HSC section 34312.3, such as acquisition or disposition of property for development, issuing revenue bonds, making loan commitments for development, etc. The report also includes information on compliance with affordability and rent limit requirements, budget and expenditures, and information on domestic violence tenancy terminations, among other things. This report was presented to City Council on September 25, 2018, and is required to be submitted to the Housing and Community Development Department of the State of California by October 1<sup>st</sup> of each year.

The second report is a requirement of housing successor agencies following the dissolution of redevelopment agencies in California and the enactment of Senate Bill 341 in October of 2013. SB 341 amended the Health & Safety Code, and provides legislative guidance on the requirements related to ongoing functions and continuing obligations for successor housing agencies. These sections include more restrictive limitations on and obligations related to expenditures of LMIHAF funds. The purpose of the report is to provide the governing body of the housing successor an annual report on the housing assets and activities of the housing successor under Part 1.85, Division 24 of the California Health and Safety Code, in particular sections 34176 and 34176.1 (Dissolution Law). The report includes information on expenditures and assessments for compliance with the more restrictive provisions.

This report has been prepared pursuant to HSC section 34176.1(f) and is dated December 11, 2018. It sets forth certain details of the activities of the Housing Authority during Fiscal Year 2017-18. The report is based upon information prepared by Housing Authority staff and information contained within the independent financial audit of the Low and Moderate Income Housing Asset Fund for Fiscal Year 2017-18 which was conducted by Rogers, Anderson, Malody and Scott, LLP as required. This report is to be provided to the Housing Authority's governing body by December 31, 2018 (six months after the end of the Fiscal Year).

**FISCAL IMPACT:**

No fiscal impact as the result of this action.

Prepared By: Jamie van Ravesteyn, Sr. Management Analyst

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

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Attachments

El Cajon Housing Authority Report FY 2017-18 (H&SC section 34176.1)

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**EL CAJON HOUSING AUTHORITY ANNUAL REPORT**  
**REGARDING THE LOW AND MODERATE INCOME HOUSING**  
**ASSET FUND FOR FISCAL YEAR 2017-18**  
**PURSUANT TO**  
**CALIFORNIA HEALTH AND SAFETY CODE SECTION**  
**34176.1(f)**

This El Cajon Housing Authority Annual Report (Report) regarding the Low and Moderate Income Housing Asset Fund (LMIHAF) has been prepared pursuant to California Health and Safety Code section 34176.1(f) and is dated as of December 11, 2018. This Report details the activities of the El Cajon Housing Authority (Housing Authority) during Fiscal Year 2017-18. The purpose of this Report is to provide the governing body of the Housing Authority information on the housing assets and activities of the Housing Authority under Part 1.85, Division 24 of the California Health and Safety Code (HSC), in particular sections 34176 and 34176.1 (Dissolution Law).

The following is based upon information prepared by the Housing Authority staff and data from the independent financial audit of the Housing Authority Special Revenue Fund contained in the City of El Cajon Comprehensive Annual Financial Report (CAFR) for Fiscal Year 2017-18 as prepared by Rogers, Anderson, Malody & Scott, LLP. Furthermore, this Report conforms with and is organized into sections I. through XI., inclusive, pursuant to HSC section 34176.1(f) of the Dissolution Law:

I. **Amount Deposited into LMIHAF:** This section provides the total amount of funds deposited into the LMIHAF during the previous Fiscal Year. Any amounts deposited for items listed on the Recognized Obligation Payment Schedule (ROPS) must be distinguished from the other amounts deposited.

II. **Ending Balance of LMIHAF:** This section provides a statement of the balance in the LMIHAF as of the close of the Fiscal Year. This balance is reported in the audited financial statements and includes assets such as cash, deferred interest and interest received, land held for sale and loans receivable, minus liabilities. Any amounts deposited for items listed on the ROPS must be distinguished from the other amounts deposited.

III. **Description of Expenditures from LMIHAF:** This section provides a description of the expenditures made from the LMIHAF during the Fiscal Year. The expenditures are to be categorized.

IV. **Statutory Value of Assets Owned by El Cajon Housing Authority:** This section provides the statutory value of real property owned by the El Cajon Housing Authority, the value of loans

and grants receivables, and the sum of these two amounts.

V. **Description of Transfers:** This section describes transfers, if any, to another Housing Authority agency made in previous Fiscal Year(s), including whether the funds are unencumbered and the status of projects, if any, for which the transferred LMIHAF will be used. The sole purpose of the transfers must be for the development of transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing.

VI. **Project Descriptions:** This section describes any project for which the Housing Authority receives or holds property tax revenue pursuant to the ROPS and the status of that project.

VII. **Status of Compliance with Section 33334.16:** This section provides a status update on compliance with section 33334.16 for interests in real property acquired by the former redevelopment agency prior to February 1, 2012. For interests in real property acquired on or after February 1, 2012, a status update is provided on the project.

VIII. **Description of Outstanding Obligations under Section 33413:** This section describes the outstanding inclusionary and replacement housing obligations, if any, under Section 33413 that remained outstanding prior to dissolution of the former redevelopment agency as of February 1, 2012 along with the Housing Authority's progress in meeting those prior obligations, if any, of the former redevelopment agency and the Housing Authority's plans to meet unmet obligations, if any.

IX. **Income Test:** This section provides the information required by section 34176.1(a)(3)(B), or a description of expenditures by income restriction for five year period, with the time period beginning January 1, 2014 and whether the statutory thresholds have been met. However, reporting of the Income Test is not required until 2019.

X. **Senior Housing Test:** This section provides the percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the Housing Authority, its former redevelopment Agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the El Cajon Housing Authority, its former Redevelopment Agency and its host jurisdiction within the same time period. For this Report the ten-year period reviewed is July 1, 2008 to June 30, 2018.

XI. **Excess Surplus Test:** This section provides the amount of excess surplus in the LMIHAF, if any, and the length of time that the Housing Authority has had excess surplus, and the El Cajon Housing Authority's plan for eliminating the excess surplus.



This Report is to be provided to the Housing Authority’s governing body (the El Cajon City Council) by December 31, 2018. In addition, this Report and the former redevelopment agency’s pre-dissolution Implementation Plan are to be made available to the public on the City’s website <http://www.cityofelcajon.us/your-government/departments/community-development/successor-agency/projects>.

**I. AMOUNT DEPOSITED INTO LMIHAF**

The following is the total amount of funds deposited into the LMIHAF during Fiscal Year 2017-18:

Category	Amount
Investment Earnings	43,407
Loan Repayments	273,351
Other Revenue (Bond revenue, sale of 812 Grossmont property, other misc.)	773,290
<b>Total Amounts Deposited</b>	<b>\$ 816,697</b>

Amounts deposited will be committed to fund new projects in the coming fiscal year.

**II. ENDING BALANCE OF LMIHAF**

At the close of the Fiscal Year 2017-18, the ending balance in the LMIHAF was \$14,396,008 (does not include deferred interest or real property), of which zero dollars were held for items listed on the ROPS.

**III. DESCRIPTION OF EXPENDITURES FROM LMIHAF**

The following is a description of LMIHAF expenditures by category for Fiscal Year 2017-18, including amounts drawn on development loans:

Category	Amount
Monitoring and Administrative (includes annual Lexington Senior Apartments Loan Write-off Amount of \$13,750)	\$ 73,485
Homeless Prevention & Rapid Rehousing Services	\$ 42,857
Housing Development:	
Low Income Units (Cornerstone Place and Grossmont projects)	\$ 883,032
Very-Low Income Units	
Extremely-Low Income Units	
Total Housing Development	\$ 883,032
<b>Total LMIHAF Expenditures Fiscal Year 2017-18</b>	<b>\$ 999,374</b>

Senate Bill 341 allows for 2% of the \$15,252,741 total Housing Authority assets, or \$305,055, to be used on monitoring and administrative expenditures. The Community Development Department Housing Division continues to monitor and manage these LMIHAF assets.

**IV. STATUTORY VALUE OF ASSETS OWNED BY EL CAJON HOUSING AUTHORITY IN LMIHAF**

Under the Dissolution Law and for purposes of this Report, the “statutory value of real property” means the value of properties formerly held by the former redevelopment agency as listed on the housing asset transfer schedule approved by the Department of Finance as listed in such schedule under section 34176(a)(2), the value of the properties transferred to the Housing Authority pursuant to section 34181(f), and the purchase price of property purchased by the Housing Authority. Further, the value of loans and grants receivable is included in these reported assets held in the LMIHAF.

At June 30, 2018, the statutory value of assets owned by the Housing Authority:

	<b>As of Fiscal Year End</b>
Loan Receivables (Includes all development and First Time Homebuyer loans outstanding)	\$ 11,480,047
Real Property owned by the Housing Authority (A complete list of Housing Authority-owned properties is found in the Section VII table below)	6,265,751
<b>Total Statutory Value of Housing Authority Assets</b>	<b>\$ 17,745,798</b>

**V. DESCRIPTION OF TRANSFERS**

The Housing Authority did not make any LMIHAF transfers to other Housing Authority(s) under section 34176.1(c)(2) during the fiscal year.

**VI. PROJECT DESCRIPTIONS**

The Housing Authority does not receive or hold property tax revenue pursuant to the ROPS.

**VII. STATUS OF COMPLIANCE WITH SECTION 33334.16**

With respect to interests in real property acquired by the former redevelopment agency prior to February 1, 2012, the time periods described in section 33334.16 shall be deemed to have commenced on the date that the Department of Finance approved the property as a housing asset in the LMIHAF. Thus, for any real property acquired by the former redevelopment agency now held by the Housing Authority in the LMIHAF, the Housing Authority must initiate activities consistent with the development of the real property for the purpose for which it was acquired within five years of the date the DOF approved such property as a housing asset. For the El Cajon Housing Authority, the date of DOF’s approval was August 23, 2012.

Health & Safety Code section 33334.16 provides that the legislative body may extend the obligation of the Housing Authority to initiate development or dispose of former redevelopment agency property for one additional period not to exceed five (5) years. On August 8, 2017, prior to the expiration of the initial five-year period, the El Cajon City Council approved an additional five-year extension of the period to initiate development activities or dispose of the property described as the Lot Adjacent to 146 Ballantyne, as required by Health & Safety Code sections 33334.16 and 34176.1(e).

*Health & Safety*

Section 34176.1 provides that section 33334.16 does not apply to interests in real property acquired by the El Cajon Housing Authority on or after February 1, 2012; however, this Report presents a status update on the projects related to such real property.

Address of Property	Date of DOF Approval or Acquisition	Deadline to Initiate Development Activity	Status of El Cajon Housing Authority Activity
131 and 151 Chambers (Solterra Sr. Residences)	8/23/2012	--	<b>Completed.</b> Construction of this 49-unit affordable housing development for seniors was completed in 2013 and is now in service. Subject to a Ground Lease and Regulatory Agreement.
146 Ballantyne	8/23/2012	--	<b>Disposed.</b> This property was sold to El Cajon Senior Towers in 2013 for parking and open space for the tenants. The proceeds were deposited into the LMIHAF.
Lot adjacent to 146 Ballantyne	8/23/2012	8/23/2022	This is a remainder parcel (vacant) following a lot line adjustment and sale of the larger parcel to El Cajon Senior Towers (above). The City is exploring options for development and/or disposition of this site. On August 8, 2017, prior to the expiration of the initial five-year period, the El Cajon City Council approved an additional five-year extension of the period to initiate development activities or dispose of this property, as required by Health & Safety Code sections 33334.16 and 34176.1(e).
250 E. Lexington (Lexington Senior Apartments)	8/23/2012	--	<b>Completed.</b> This 100-unit affordable housing development for seniors was completed in 1997 and is now in service. Subject to a Ground Lease and Regulatory Agreement.
812 / 814 Grossmont Avenue	5/10/2013	12/5/2018	<b>Development initiated.</b> Under the former "Greenovation Program," a prior developer acquired the subject property and constructed two new single-family (manufactured) dwellings and a concrete pad suitable for a third unit. The property was thereafter transferred to the Housing Authority in October of 2016. On April 25, 2017, the City Council authorized the sale of the property to San Diego Habitat for Humanity for \$640,000, and approved the execution of a DDA for development of the project. The DDA requires Habitat to divide the lot into 3 separate lots, construct a 3 <sup>rd</sup> single-family residence, and sell all 3 residences to lower-income households at an Affordable Housing Cost. Escrow closed on the sale of the property to Habitat on or about August 24, 2017. Habitat has since processed a one-lot subdivision to create sellable units and submitted a building permit in November, 2018 for the third and final unit.
Prescott Promenade - Parking Lot (adjacent to Lexington Sr. Apts)	6/27/2014	--	<b>Completed.</b> This property was developed as a shared-use parking lot which serves the adjacent Lexington Avenue Senior Apartments and neighboring public/community facilities.

## VIII. DESCRIPTION OF OUTSTANDING OBLIGATIONS PURSUANT TO SECTION 33413

**Replacement Housing** (section 33413(a)): As set forth in the 2009-14 El Cajon Redevelopment Agency Five Year Implementation Plan and Ten Year Housing Compliance Plan for the former redevelopment agency, adopted at a public hearing on June 23, 2009, the agency's replacement obligations totaled 15 units (30 bedrooms) for moderate income households. The outstanding replacement housing obligation was met with the completion of construction of the 49-unit Solterra Senior Residences development for very low income seniors in 2013. The former redevelopment agency's Implementation Plan is posted on the City's website at <http://www.cityofelcajon.us/your-government/departments/community-development/successor-agency/projects>.

**Inclusionary/Production Housing.** On January 31, 2012, the Agency reported an outstanding affordable housing obligation of 46 units. The outstanding housing production obligation was met – with a surplus of 18 affordable units – with the completion of the following projects on or after February 1, 2012:

- Two (2) First-time Homebuyer loans for low income households in 2012 (Birchwood Lane);
- Development of the 49-unit Solterra Senior Residences in 2013 (48 units restricted for very low income and 1 unit restricted for moderate income);
- Recording of covenants to impose a requirement that 15% of the units (13 units) in the El Cajon Senior Towers be restricted to very low income households through the sale of adjacent property at 146 Ballantyne in 2013; and
- Construction is underway on the 70-unit Cornerstone Place project for low income veterans and families. The project includes one managers unit, and therefore 69 of the 70 units will be restricted to low income households. Completion is expected in late 2019 to early 2020.

## IX. EXTREMELY-LOW INCOME TEST

Section 34176.1(a)(3)(B) requires that the Housing Authority must require at least 30% of the LMIHAF to be expended for development of rental housing affordable to and occupied by households earning 30% or less of the AMI. If the Housing Authority fails to comply with the Extremely-Low Income requirement in any five-year report, then the Housing Authority must ensure that at least 50% of the funds remaining in the LMIHAF be expended in each fiscal year following the latest fiscal year following the report on households earning 30% or less of the AMI until the Housing Authority demonstrates compliance with the Extremely-Low Income requirement. This information is not required to be reported until 2019 for the 2014 - 2019 period.

## X. SENIOR HOUSING TEST

The Housing Authority is required to calculate the percentage of units of deed-restricted rental housing restricted to seniors and assisted by the Housing Authority, the former redevelopment agency and/or the City within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted by the Housing Authority, the former redevelopment agency and/or City within the same time period. If this percentage exceeds 50%, then the Housing Authority cannot expend future funds in the LMIHAF to assist additional senior housing units

until the Housing Authority or City assists and construction has commenced on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

The following provides the Housing Authority's Senior Housing Test for the 10 year period of 2007-08 to 2017-18:

<b>Unit Category</b>	<b>2007-08 to 2017-18</b>
# of Assisted Senior Rental Units	61
# of Total Assisted Rental Units	131
<b>Senior Housing Test Percentage</b>	<b>47%</b>

Based on the results of the above Test, the Housing Authority can now expend future funds in the LMIHAF to assist additional senior housing units until the Housing Authority or City assists, and construction has commenced, on a number of restricted rental units that is equal to 50% of the total amount of deed-restricted rental units.

## **XI. EXCESS SURPLUS TEST**

Excess Surplus is defined in section 34176.1(d) as an unencumbered amount in the account that exceeds the greater of one million dollars (\$1,000,000) or the aggregate amount deposited into the account during the Housing Authority's preceding four fiscal years, whichever is greater.

The following provides the Excess Surplus test for the preceding four fiscal years:

<b>Activity</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
Ending fund balance	\$13,882,850	\$13,706,025	\$13,705,596	\$14,396,008
Less unavailable amounts:				
Loans Receivables/Land Held for Resale	(\$11,109,385)	(\$10,901,832)	(\$10,965,484)	(\$11,480,047)
<b>Unencumbered LMIHAF</b>	\$2,773,465	\$2,804,193	\$2,740,112	\$2,915,961
Total deposits for last four years	\$4,887,519	\$3,614,620	\$2,555,621	\$3,137,375
Greater of \$1,000,000 or total deposits	\$4,887,519	\$3,614,620	\$2,555,621	\$3,137,375
<b>Computed excess surplus</b>	<b>\$0</b>	<b>\$0</b>	<b>\$184,491</b>	<b>\$0</b>

At fiscal year ending June 30, 2018, the LMIHAF had no Excess Surplus. The unencumbered amount in the LMIHAF did not exceed the aggregate amount deposited in the fund for the past four fiscal years. The Housing Authority must, within three (3) fiscal years, encumber the excess surplus for the purposes allowed under Community Redevelopment Law, in compliance with HSC Sections 34176.1(a)(3) or (c)(2). If the Housing Authority fails to comply with this requirement, the Housing Authority will be required to transfer the funds to the State of California Department of Housing and Community Development. Excess surplus amounts will be committed to fund new projects in the coming fiscal year.



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Frank Carson, Director of Recreation  
**SUBJECT:** USA Swim Foundation Swim Lesson Grant

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**RECOMMENDATION:**

That the City Council accepts a grant in the amount of \$3,000 from the USA Swim Foundation to provide free swim lessons and instruction.

**BACKGROUND:**

This is the second grant awarded to the City of El Cajon from the USA Swim Foundation allowing the Recreation Department to offer free swim lessons to the community. The City was awarded a similar grant in 2016. Proper swim instruction continues to be a nationwide effort since accidental drowning is the second leading cause of death for youth under the age of 14. This year, staff recommends targeting fourth graders from Johnson Avenue Elementary, totaling approximately 100 students, for the lessons. The grant pays for the City to provide a lifeguard and the necessary amount of swim instructors to effectively teach a swim program for two weeks. The grant also helps reimburse the school district for transportation costs to and from Fletcher Hills Pool.

**FISCAL IMPACT:**

Grant funding in the amount of \$3,000 will be deposited in the Recreation Special Revenue Fund account (240000) and expenditures will be taken from that same account. The grant funding pays for all program costs.

Prepared By: Frank Carson

Reviewed By:

Approved By: Graham Mitchell, City Manager

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City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** CalRecycle Beverage Container Recycling Grant

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RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution in order, and authorize the City Manager to apply for Beverage Container Recycling Grant funds in the amount of \$26,286 from the State of California Department of Resources Recycling and Recovery (CalRecycle);
2. Appropriates Beverage Container Recycling Grant funds in the amount of \$26,286 for Recycled Beverage Container diversion; and
3. Authorizes the City Manager or such person designated by the City Manager to execute the grant agreement and all such other documents necessary to obtain the grant funds, in such form as approved by the City Manager with approval of the City Attorney.

BACKGROUND:

The State of California Department of Resources Recycling and Recovery (CalRecycle) distributes grant funding specifically for beverage container recycling and litter cleanup activities. The Beverage Container Recycling Grant funds are generated from deposits paid by consumers on recyclable beverage containers. The funding may only be used for activities related to recycling programs, litter reduction, and public education and support for recycling programs. Staff recommends that the Fiscal Year 2018-19 funding be used to divert beverage containers from the landfills. In the past, the City has used these funds for the purchase of recycling containers in City Hall, the Police Department, Parks and Recreation Centers. The City will explore additional uses of these funds as the program requirements change.

FISCAL IMPACT:

An additional \$26,286 for grant funding will be appropriated in the Beverage Container recycling Grant Fund (2019) for litter clean-up events.

Prepared By: Dennis Davies, Deputy Director of Public Works

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

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Attachments

Reso CalRecycle Grant

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RESOLUTION NO. \_\_\_-18

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON  
AUTHORIZING THE FILING OF AN APPLICATION FOR THE  
CALRECYCLE BEVERAGE CONTAINER RECYCLING GRANT  
AND ACCEPTING THE TERMS OF THE GRANT AGREEMENT

WHEREAS, Public Resources Code sections 48000 et seq. authorize the Department of Resources Recycling and Recovery ("CalRecycle") to administer various grant programs in furtherance of the State of California's efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and; and

WHEREAS, the CalRecycle Beverage Container Recycling Grant funds ("Grant Funds") are generated from the \$.05 and \$.10 deposit paid by consumers on recyclable beverage containers, which CalRecycle annually distributes specifically for beverage container recycling and litter cleanup activities; and

WHEREAS, the City of El Cajon (the "City") wishes to receive Grant Funds from CalRecycle; and

WHEREAS, the City understands that in order to be eligible to receive Grant Funds from CalRecycle, the funds may only be used for activities related to recycling programs, litter reduction, and public education and support for recycling programs; and

WHEREAS, the City proposes the Grant Funds be used to divert beverage containers from the landfills (the "Diversion Project"); and

WHEREAS, the City will also explore additional uses of the Grant Funds as the program requirements change or allow (the "Additional Projects", together with the Diversion Project, the "Projects").

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Cajon as follows:

1. The City Manager is authorized to apply for Beverage Container Recycling Grant funds in the amount of \$26,286.00 from the State of California Department of Resources Recycling and Recovery.
2. Upon the award of Grant Funds the City Manager is authorized to appropriate Beverage Container Recycling Grant funds in the amount of \$26,286.00 for the Projects.
3. The City Council hereby authorizes staff to accept such Grant Funds awarded, and further authorizes the City Manager, or such person designated by the City Manager, to execute the grant agreement and such other documents necessary to accept the Grant Funds, in such form



approved by the City Manager, as approved by the City Attorney, and complete the Projects.

4. The City Council hereby commits to using the Grant Funds for activities related to recycling programs, litter reduction, and public education and support for recycling programs.
5. The authorizations set forth herein are effective for fiscal year 2018-2019.

12/11/18 CC Meeting

CalRecycle Beverage Container Recycling Grant 120418



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Dirk Epperson, Director of Public Works  
**SUBJECT:** Public Safety Substation at Wells Park

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**RECOMMENDATION:**

That the City Council appropriates \$100,000 of "Prop O" funding for the purpose of establishing Public Safety Program Capital Improvement Project PS0080 Public Safety Substation at Wells Park.

**BACKGROUND:**

In May 2017, the City Council authorized the construction of a permanent staff office and the implementation of Public Safety Officers (Park Rangers) and Recreation employees to patrol and create programming at Wells Park. Police and Recreation staff have been operating from a temporary office trailer and need to transition to a permanent facility.

A portion of the Wells Park Center, currently occupied by the Boys & Girls Club of East County, is being vacated. Staff recommends that the vacated space be converted into a Public Safety Substation. Staff recommends the use of "Prop O" funds for these infrastructure improvements.

**FISCAL IMPACT:**

This action would appropriate \$100,000 of "Prop O" funds for Public Safety infrastructure improvements at Wells Park. There is no impact to the General Fund.

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

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Attachments

Reso - Public Safety Substation

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RESOLUTION NO.   -18

A RESOLUTION  
ESTABLISHING A PUBLIC SAFETY PROGRAM CAPITAL  
IMPROVEMENT PROJECT AND APPROPRIATING AVAILABLE PROPOSITION O  
FUNDS FOR A PUBLIC SAFETY  
SUBSTATION AT WELLS PARK  
(PS 0080)

WHEREAS, in May 2017, the City Council authorized the construction of a permanent staff office at Wells Park – PS 0080 (the "Project"); and

WHEREAS, the office of the Boys & Girls Club of East County is being vacated and this space is available to be converted into a permanent Public Safety Substation; and

WHEREAS, Public Safety Facility Sales Tax Measure ("Prop O") funds are available for such infrastructure improvements; and

WHEREAS, staff recommends that the City Council allocation of Prop O funds to the Project and authorizes the City Manager make such allocation; and

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 appropriates the sum of \$100,000 of Prop O Funds on behalf of the City of El Cajon to construct a Public Safety Substation in a portion of the Wells Park Center.

12/11/18 (Item No. 4.3) CC Meeting  
Public Safety Substation at Wells Park – Appropriate Funds



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Nahid Razi, Purchasing Agent  
**SUBJECT:** Award of Bid No 020-19 – Washington Avenue Complete Streets Project

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**RECOMMENDATION:**

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

1. Approve Plans and Specifications for the Washington Avenue Complete Streets Project, Bid No. 020-19;
2. Find the first and third through sixth low bidders non-responsive, each for the reasons set forth in this agenda report; and
3. Award the bid to the lowest responsive, responsible bidder, DBX, Inc. in the amount of \$515,843.

**BACKGROUND:**

The Washington Avenue Complete Streets Project will include the reduction of the four-lane undivided roadway from Washington Avenue between Third Street and Granite Hills to a three-lane road. In addition, the project includes the installation of twenty-two new public street light standards with LED luminaires and two rectangular rapid flashing beacon systems. This project was advertised on September 6, 2018. Six responses were received and opened at 2:00 p.m. on October 29, 2018.

In accordance with the adopted 2012 edition of the “Standard Specifications for Public Works Construction” (Green Book), a bidder is considered non-responsive for failure to perform at least fifty percent (50%) of the contract work with their own forces. This is to ensure that the general contractor has a sufficient vested stake in the outcome of the project.

The bid submitted by the first low bidder referenced subcontractors, but failed to include Exhibit 12-B, Bidder’s List of Subcontractors; therefore, staff could not determine the portion of work performed by the general contractor.

This project is partially federally-funded by the Highway Safety Improvement Program (HSIP). In order to be eligible for federal funding, all general contractors and subcontractors listed on a bid response must provide proof of active System for Award Management (SAM) registration. Bidders were provided additional time to provide proof of active registration. The third, fourth, and sixth low bidders failed to meet this requirement.

As stated in the bid specifications Check List, and in order to receive HSIP grant funding, the Construction – Disadvantaged Business Enterprises (DBE) Commitment goal must be met, otherwise Good-Faith Effort documentation must be submitted. The primary goal and objective of the DBE program is to level the playing field by providing small businesses owned by socially and economically disadvantaged individuals a fair opportunity to compete for federally-funded transportation contracts. The fifth and sixth low bidders failed to meet the goal and did not provide the requested documentation.

The Purchasing Division, in concurrence with the Director of Public Works, recommends award of the bid to the lowest responsive, responsible bidder, DBX, Inc. in the amount of \$515,843. The summary of bids is attached and complete proposals are on file in the Purchasing Division.

**FISCAL IMPACT:**

The fiscal impact of this project is \$515,843. Sufficient funds are available for this project in the Washington Avenue Complete Streets Project (PW3617).

**REPORT:**

**Bid Results:**

<b>Bidder</b>	<b>Bid Amount</b>
Lecos Electric, Inc. (El Cajon, CA)	Non-responsive
DBX, Inc. (Temecula, CA)	\$515,843*
CTE, Inc. (El Cajon, CA)	Non-responsive
HMS Construction, Inc. (Vista, CA)	Non-responsive
Sturgeon Electric California, LLC (Chino, CA)	Non-responsive
T&M Electric dba Perry Electric (Santee, CA)	Non-responsive

\* RECOMMEND AWARD

ENGINEER'S ESTIMATE

\$665,000

Prepared By: Nahid Razi, Purchasing Agent

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Reso Awd Bid 020-19

Reso Aprv Plns & Specs Bid 020-19

RESOLUTION NO.    -18

RESOLUTION AWARDING BID FOR  
WASHINGTON AVENUE COMPLETE STREETS  
(Bid No. 020-19)

WHEREAS, the Washington Avenue Complete Streets project to reduce the four-lane undivided roadway from Washington Avenue between Third Street and Granite Hills to a three-lane road, including the installation of twenty-two new public street light standards with LED luminaires and two rectangular rapid flashing beacon systems, was advertised on September 6, 2018; and

WHEREAS, six (6) responses were received and opened at 2:00 p.m. on October 29, 2018; and

WHEREAS, in accordance with the adopted 2012 edition of the "Standard Specifications for Public Works Construction" ("Green Book"), a bidder is considered non-responsive for failure to perform at least fifty percent (50%) of the contract work with their own forces; and

WHEREAS, the bid submitted by the first low bidder referenced subcontractors, but failed to include Exhibit 12-B, Bidder's List of Subcontractors; therefore, staff could not determine the portion of work performed by the general contractor; and

WHEREAS, this project is partially federally-funded by the Highway Safety Improvement Program (HSIP). In order to be eligible for federal funding, all general contractors and subcontractors listed on a bid response must provide proof of active System for Award Management (SAM) registration; and

WHEREAS, subsequent to the bid opening, bidders were provided additional time to provide proof of active registration; however, the third, fourth and sixth low bidders failed to provide proof of active registration, and were therefore considered non-responsive; and

WHEREAS, per the bid specifications Check List, and in order to receive HSIP grant funding, the Construction – Disadvantaged Business Enterprises (DBE) Commitment goal must be met, otherwise Good-Faith Effort documentation must be submitted. The primary goal and objective of the DBE program is to level the playing field by providing small businesses owned by socially and economically disadvantaged individuals a fair opportunity to compete for federally-funded transportation contracts; and

WHEREAS, the fifth and sixth low bidders failed to meet the goal and did not provide the requested documentation, and were therefore considered non-responsive; and

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

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

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

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

2. The City Council hereby finds the first, third, fourth, fifth, and sixth low bidders to be non-responsive, and rejects all other bids and proposals except that herein mentioned, and awards the bid for the Washington Avenue Complete Streets Project to:

DBX, Inc.

in the amount of \$515,843.00.

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.

RESOLUTION NO.     -18

RESOLUTION APPROVING  
PLANS AND SPECIFICATIONS FOR  
WASHINGTON AVENUE COMPLETE STREETS  
(Bid No. 020-19)

WHEREAS, the Director of Public Works has submitted plans and specifications for the Washington Avenue Complete Streets project (the "Project"); and

WHEREAS, it appears to be in the best interests of the City of El Cajon that the plans and specifications for said Project should be approved.

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

1. That the plans and specifications submitted for the Project by the Director of Public Works are hereby approved and adopted as the official plans and specifications for said Project.

2. Said plans and specifications are directed to be filed in the office of the Director of Public Works of the City of El Cajon.





City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Graham Mitchell, City Manager  
**SUBJECT:** Dockless Vehicles

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**RECOMMENDATION:**

That the City Council considers the information presented by staff and:

1. Opens a public hearing;
2. Closes the public hearing; and
3. Makes a motion to introduce the next ordinance in order approving amendments to the Municipal Code.

**PROJECT DESCRIPTION:**

Staff presents several Municipal Code amendments that would regulate dockless vehicles within the City limits. The proposed Code amendments include modifications to Title 9 Public Peace, Morals, and Welfare; Title 10 Vehicles and Traffic; and Title 12 Streets and Sidewalks; and the addition of a new Chapter 10.26 specifically for dockless vehicles. The proposed Code changes remove outdated terms, clarify language, and add new regulations prohibiting dockless vehicles in the City.

**BACKGROUND:**

The City has experienced a rise in the number of dockless bikes and scooters in the public right-of-way (ROW) and on private property which raised concerns about their operational standards, maintenance and utilization, as well as the impacts on the City's residential neighborhoods and commercial districts.

On July 24, 2018, the City Council directed staff to investigate and present possible policy options to address dockless bikes and scooters. On September 11, 2018, staff reported on the City's existing conditions, provided a comparison of local and national cities experiencing the same issue, and presented best practices. The City Council's direction to staff was to return with regulations regarding dockless bikes and scooters. At this time, staff proposes Code amendments that address dockless vehicles for City Council consideration.

## DISCUSSION

The following section provides additional background information, addresses the City's existing regulations, and identifies proposed regulations for City Council consideration.

### Dockless Vehicles

Dockless vehicles are part of an active transportation system that provides alternative modes of transportation, initially with bikes and most recently with scooters. In this system dockless vehicles (e.g. bicycles and scooters) are made available for shared use on a short term basis for a price or free. The dockless system is one where a user can pick-up a dockless vehicle and drop it off at any location. These systems have proven to create challenges such as cluttered sidewalks and streets, and blocked access. Local governments have been forced to deal with the impacts of this emerging system, including El Cajon.

The City's police, code compliance and public works staff have dealt with the issue of dockless bikes since the beginning of the year. The Police Department reports that they mostly encountered transients in possession of bikes which have had the security mechanism disabled rendering them unusable to the companies. The Code Compliance staff takes a proactive approach for those bikes obstructing the public ROW by contacting the business operators to remove them. The Public Works Department indicates dockless bikes are an ongoing challenge to keep City streets clear.

### Existing City Regulations

Each of the referenced titles earlier identified in this staff report are pertinent to operating a bicycle on City streets, the public right-of-way, public property, and/or as a disturbance to the public peace. Under Title 9, existing regulations address prohibitions for bicycles and skateboards. Title 10 generally regulates vehicles and traffic in the streets, including the operations of vehicles. Title 12 regulations address obstructions in the sidewalk and public right-of-way.

### Proposed Regulations

The proposed Code changes include updating terms, making refinements and/or providing clarification to the various sections that reference bicycles. However, most notable is Chapter 10.26, a new chapter that specifically addresses dockless vehicles with the intent of ensuring the public health, safety and general welfare of the community. The new chapter includes the following sections:

- Definitions;
- Prohibiting dockless vehicles;
- Abandoning dockless vehicles;
- Parking dockless vehicles on the street right-of-way;
- Prohibiting dockless vehicles on the sidewalk; and,
- Schedule of fines.

The amendments essentially ban dockless vehicles in the City, prohibit their use on sidewalks, prohibit their interference in the safety or movement of traffic, establish that they will be impounded if left for more than 72 consecutive hours or longer, and establish fines per violation. It is important to note the proposed chapter includes parameters by which, if at all, the City would allow dockless vehicles. A list of all the proposed Code changes and sections are included as attachments to this report. A draft ordinance containing amendments to the El Cajon Municipal Code has been prepared for City Council's review and approval consistent with City Council direction.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT:**

In accordance with CEQA, this project is exempt pursuant to CEQA Guidelines Subsection 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. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed amendments are designed to protect the health, safety and welfare of the City and its residents. No new construction will result from this proposed amendment.

**RECOMMENDATION:**

Staff recommends that the City Council approve the proposed Code amendments to Titles 1, 9, 10 and 12, and the addition of Chapter 10.26. The proposed amendments will give additional enforcement and compliance tools to the City for dockless vehicles.

**FISCAL IMPACT:**

There is no fiscal impact anticipated.

Prepared By: Lorena Cordova, Associate Planner

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

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**Attachments**

Dockless Vehicles Ordinance

Proposed Code Amendments

Draft Title 1

Draft Title 9

Draft Title 10

Draft Chapter 10.26

Draft Title 12

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ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING TITLES 1, 9, 10 AND 12  
AND ADDING A NEW CHAPTER 10.26 TO  
THE EL CAJON MUNICIPAL CODE  
ADDRESSING DOCKLESS VEHICLES

WHEREAS, it is the intent of the El Cajon City Council to support and encourage alternative modes of transportation as well as to protect the safety and welfare of the general public through appropriate land use regulations to address dockless vehicles; and

WHEREAS, at the meeting of September 11, 2018, the City Council expressed its interest in modifying the City's land use regulations pertaining to dockless vehicles; and

WHEREAS, the City Council held a duly advertised public hearing on December 11, 2018, to consider amendments to Titles 9, 10 and 12, and the addition of Chapter 10.26 to the El Cajon Municipal Code ("ECMC") to regulate the ownership and operation of dockless vehicles; and

WHEREAS, at the public hearing the City Council received evidence through public testimony and comment in the form of verbal and written communications and reports prepared and presented, including (but not limited to) evidence such as the following:

- A. Based upon the record as a whole, the City Council hereby finds that the proposed amendments and addition to the ECMC, are exempt from CEQA pursuant to the "General Rule" that CEQA only applies to projects that have the potential for causing a significant physical effect on the environment, (CEQA Guidelines, section 15061(b)(3)). The proposed amendments are designed to protect the public health, safety and welfare and to ensure the use of land within the City does not negatively impact surrounding areas. Therefore, the proposed amendments do not warrant CEQA analysis because it does not increase development, and there are no potentially significant environmental effects.
- B. The proposed amendments and addition to the ECMC are compatible with the objectives, policies, general land uses, and programs specified in the General Plan, because they establish the standards for the utilization, maintenance and operations of dockless vehicles within the city limits. Goal 6 of the General Plan states the City is "to create a circulation system including all modes of transportation organized to ensure the safe, efficient movement of people and goods." By addressing the activity of dockless vehicles in the proposed amendments and addition to the ECMC, the City is able to properly allow the use of dockless vehicles which serves as an alternative mode of transportation but ensures the health and safety of the community at-large.

- C. The proposed amendments and addition to the ECMC are applicable citywide. No zone changes are proposed as part of this project, and thus the proposed changes do not conflict with specific plans.
- D. The proposed amendments and addition to the ECMC are necessary to address the issue of dockless vehicles in the City to ensure the general welfare.

WHEREAS, after considering such evidence and facts the City Council did consider amendments and addition to the ECMC as presented at its meeting.

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

SECTION 1: That the foregoing recitals are true and correct, and are findings of fact of the El Cajon City Council in regard to amendments to the El Cajon Municipal Code.

SECTION 2: Subsection (A) of section 1.24.010 of Chapter 1.24 of Title 1 is hereby repealed.

SECTION 3: A new subsection (A) is added to section 1.24 of Chapter 1.24 of Title 1 to read as follows:

- A. It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this code. A violation of any of the provisions or failing to comply with any of the mandatory requirements of this code shall constitute a misdemeanor except that notwithstanding any other provisions of this code, any such violation constituting a misdemeanor under this code may, in the discretion of the attorney having prosecutorial functions, be charged and prosecuted as an infraction; and with the further exception that any violation of the provisions relating to parking, operation of bicycles, operation of dockless vehicles, operation of motor vehicles, and use of freeways, highways and streets by animals, bicycles, dockless vehicles, motor vehicles or pedestrians shall constitute an infraction.

SECTION 4: Sections 9.42.010, 9.42.020, 9.42.030, 9.42.040, 9.42.050, 9.42.060, and 9.42.070 of Chapter 9.42 of Title 9 of the El Cajon Municipal Code are hereby repealed.

SECTION 5: New sections 9.42.010, 9.42.020, 9.42.030, 9.42.040, 9.42.050, 9.42.060, and 9.42.070 are hereby added to the El Cajon Municipal Code Chapter 9.42 of Title 9 to read as follows:

## **Chapter 9.42 BICYCLING, DOCKLESS VEHICLES, AND SKATEBOARDING—PROHIBITIONS**

### **9.42.010 Purpose and scope.**

The purpose of this chapter is to preserve the public health, safety and welfare within the city. It is the finding of this legislative body that pervasive bicycle, scooter, and skateboarding within the city presents a significant threat to the peace, health and safety of the community. For this reason it is the intent of this legislative body to limit such activity. It is not the intent of this legislative body to limit the private enjoyment of such activity where it is safe to do so.

The provisions of this chapter do not prohibit the possession of bicycles, scooters, or skateboards if not ridden.

Nothing in this chapter shall prohibit the use of wheeled devices by physically disabled persons.

### **9.42.020 Definitions.**

For the purposes of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

"Bicycle" means any device upon which a person may ride which is propelled by human power through a system of belts, chains or gears, and which has one or more wheels.

"Dockless vehicle" means:

- A. Any wheeled device, other than an automobile or motorcycle, that is powered by a motor;
- B. Accessed via an on-demand portal, whether a smartphone application, membership card, or similar method;
- C. Owned by a private entity that owns, manages, and maintains devices for shared use by members of the public without a physical dispatching location within the City; and
- D. Available at unstaffed, self-service locations, to members of the public for their personal operation.

"Expanded Civic Center" means the areas of El Cajon City known as City Hall, East County Regional Center, East County Performing Arts Center, Library, Community Center and Fire Facility Headquarters Complex, more particularly described as follows:

Lots 1 through 5, inclusive of Superblock Phase II in the city of El Cajon, county of San Diego, state of California, according to Map thereof No. 9458, filed in the office of the recorder of said county February 6, 1980. Together with Lot I of El Cajon

Civic Center in the city of El Cajon, county of San Diego, state of California, according to Map thereof No. 8071 filed in the office of the recorder of said county February 14, 1975; and Blocks 4 and 5 of Map of El Cajon City, Map No. 597, filed in the office of the recorder of San Diego County, California, on April 28, 1886. Together with that portion of Highland Avenue between Douglas Avenue and Lexington Avenue closed by the El Cajon city council on February 3, 1987, Resolution No. 46-87.

"Public parking lot" means any publicly owned, operated or maintained parking lot, parking facility, sidewalk, walkway, path, ramp, bridge, plaza, mall, trolley station, quadrangle or patio. This does not prohibit the responsible operation of skateboards and roller skates within areas of city parks as designated and posted for such use by the department of recreation.

"Ride" means move, not move, or travel at any speed while supported by a device.

"Scooter" means a foot-operated vehicle consisting of a narrow board of wood, metal, plastic, fiberglass, or other material, and having two or more wheels tandem with an upright steering handle attached to the board or the front wheels.

"Skateboard" means any toy or device upon which a person may ride standing or sitting, which coasts, glides, or is propelled by human power, which is a board or other surface mounted on one or more wheels.

"Skatepark" means a facility owned, operated or managed by the city of El Cajon, designed specifically to accommodate skateboarding and in-line skating, where skating rules and hours are posted, and are specifically located at Kennedy Skatepark and Renette Plaza.

**9.42.030 Bicycle, scooter, dockless vehicles, or skateboarding prohibited within the Expanded Civic Center area.**

It is unlawful for any person to ride a skateboard, scooter or dockless vehicle within any public facility or upon any public grounds in the Expanded Civic Center area or the public property between Main Street and Douglas Avenue, including that area commonly referred to as the Prescott Promenade. It is unlawful for any person to ride a bicycle in the Expanded Civic Center area of the public property between Main Street and Douglas Avenue, including the area commonly referred to as the Prescott Promenade, unless upon a bike path, alley, street or highway.

**9.42.040 Skateboarding—Prohibition—Locations.**

- A. The riding of any skateboard is prohibited upon or across any publicly owned, operated or maintained sidewalk, curb, bike path, alley, street or highway along:
  - 1. Main Street from Chambers to Ballantyne Street; or

2. Magnolia Avenue from Lexington Avenue to Madison Avenue.

- B. The riding of any skateboard is also prohibited upon or across any privately owned, operated or maintained parking lot, parking facility, sidewalk, walkway, path, ramp, bridge, plaza, mall, quadrangle or patio which is held open to the public and which has been posted to prohibit skateboarding.

**9.42.050 Right-of-way.**

- A. It is unlawful for any person who is riding a skateboard, to fail to yield the right-of-way to all pedestrians within or approaching the area.
- B. It is unlawful for any person who is riding a skateboard, while upon a public street, including the sidewalk or alley, to interfere with the movement of vehicles thereon.

**9.42.060 Ramps prohibited.**

- A. It is unlawful for any person to use, construct or place upon any public property a ramp, jump, platform, or similar device intended for use by a person riding a bicycle, skateboard, or similar wheeled device.
- B. The costs incurred by the city in removing a ramp, jump, platform, or similar device placed contrary to this section shall be a charge imposed upon and payable by the individual violating this section. If the individual violating this section is a minor, then the charge shall be imposed against the individual's custodial parent, parents or guardians.

**9.42.070 Fines for violation.**

A violation of this chapter is an infraction punishable by:

- A. A fine not exceeding twenty-five dollars, for a first offense;
- B. A fine not exceeding fifty dollars for a second violation of this chapter within one year; or
- C. A fine not exceeding one hundred dollars for a third and each additional violation of this chapter within one year.

SECTION 6: Section 10.04.100 of Chapter 10.04 of Title 10 of the El Cajon Municipal Code is hereby repealed.

SECTION 7: A new section 10.04.100 is hereby added to Chapter 10.04 of Title 10 of the El Cajon Municipal Code to read as follows:



**10.04.100 Pedestrian defined.**

"Pedestrian" means any person who is afoot.

SECTION 8: Section 10.08.010 of Chapter 10.08 of Title 10 of the El Cajon Municipal Code is hereby repealed.

SECTION 9: A new section 10.08.010 is hereby added to Chapter 10.08 of Title 10 of the El Cajon Municipal Code to read as follows:

**Chapter 10.08 General Provisions.**

**10.08.010 Applicability to persons riding bicycles and animals.**

Every person riding a bicycle, dockless vehicle, or riding or driving an animal upon a highway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by Chapters 10.04 through 10.32, except those provisions which by their very nature can have no application.

SECTION 10: Chapter 10.26 is hereby added to Title 10 of the El Cajon Municipal Code to read as follows:

**Chapter 10.26 Operation of Dockless Vehicles.**

**10.26.010 Definition**

"Dockless vehicle" means:

- A. Any wheeled device, other than an automobile or motorcycle, that is powered by a motor;
- B. Accessed via an on-demand portal, whether a smartphone application, membership card, or similar method;
- C. Owned by a private entity that owns, manages, and maintains devices for shared use by members of the public without a physical dispatching location within the City; and
- D. Available at unstaffed, self-service locations, to members of the public for their personal operation.

**10.26.020 Regulation of dockless vehicles.**

It is unlawful for any person to provide any dockless vehicle for rent or lease in the city, unless that person complies with all of the following:

- A. Enters into an agreement with the City regarding the operation, maintenance, and storage of dockless vehicles; including a requirement for

a security deposit to ensure timely retrieval of dockless vehicles and a process for reimbursement of the cost of staff time expended for removal of dockless vehicles blocking the right of way or pedestrian paths;

- B. Obtains a business license;
- C. Provides proof of insurance to the satisfaction of the risk manager; and
- D. Ensures that all dockless vehicles:
  - 1. Are labeled with the company logo;
  - 2. Have a unique serial number; and
  - 3. Are labeled with a 24-hour customer service number.

**10.26.030 Abandoned dockless vehicle.**

Any dockless vehicle that is left on City property for a period of 72 consecutive hours or longer shall be deemed abandoned property and may be impounded by the City. This does not apply to dockless vehicles parked legally in City-owned dockless vehicle lockers or to dockless vehicles parked legally in any other areas designated by the City for long-term dockless vehicle parking.

**10.26.040 Parking on street rights-of-way.**

No person shall lay a dockless vehicle down on any street, alley or park a dockless vehicle upon any public street, alley or sidewalk in this City in such a position as to interfere with the safety or movement of traffic, including vehicles and pedestrians, or to interfere with the use of the public right-of-way by vehicles or pedestrians.

**10.26.050 Dockless vehicles prohibited on sidewalk.**

It is unlawful for any person to ride or operate a dockless vehicle upon a sidewalk. This section does not prohibit a person from walking beside and guiding a dockless vehicle on a sidewalk.

**10.26.060 Use of dockless vehicles by minors.**

It is unlawful for any parent or guardian of a minor, or any person having custody or control of a minor, to knowingly permit such minor to use or operate a dockless vehicle in the city in violation of the terms and provisions of this code.

**10.26.070 Schedule of fines.**

A violation of this chapter is an infraction punishable as set forth in section 1.24.010 of this code.

SECTION 11: A new section 12.08.100 of Chapter 12.08 of Title 12 of the El Cajon Municipal Code is hereby repealed.

SECTION 12: Section 12.08.100 is hereby added to Chapter 12.08 of Title 12 of the El Cajon Municipal Code to read as follows:

**12.08.100 Riding Dockless Vehicles upon public sidewalk prohibited.**

No person shall ride a dockless vehicle as defined in chapter 10.26 upon any public sidewalk within the city.

SECTION 13: Section 12.08.030 of Chapter 12.08 of the Title 12 of the El Cajon Municipal Code is hereby repealed.

Dockless Vehicles Ord (rev ECMC Titles 1, 9, 10 & 12) 120718

12/11/18 CC Agenda – 1<sup>st</sup> Reading  
01/08/19 CC Agenda – 2<sup>nd</sup> Reading

List of Proposed Code Amendments

Title 1 General Provisions		
Chapter 1.24 General Penalty		
Section	Section Title	Change
1.24.010	Designated violations Misdemeanors and infractions	Added dockless vehicles
Title 9 Public Peace, Morals and Welfare		
Division IV Offenses Against Public Peace		
Chapter 9.42 Bicycling, Roller Skating and Skateboarding - Prohibitions		
Section	Section Title	Change
9.42.010	Purpose and scope	Eliminated references to roller skating Clarified purpose and scope of section
9.42.020	Definitions	Eliminated references to roller skating Add dockless vehicle definition
9.42.030	Bicycle, scooter, skateboard and roller skate riding prohibited within the Expanded Civic Center area	Eliminated reference to roller skating Added dockless vehicles to list
9.42.040	Skateboarding and roller skate riding – prohibition – locations	Eliminated references to roller skating
9.42.050	Right-of-way	Eliminated reference to roller skating
9.42.060	Ramps prohibited	Eliminated reference to roller skating
9.42.070	Fines for violation	Eliminated option D for juvenile offender programs
Title 10 Vehicles and Traffic		
Chapter 10.04 Definitions		
Section	Section Title	Change
10.04.100	Pedestrians defined	Revised definition for pedestrian
Chapter 10.08 General Provisions		
Section	Section Title	Change

10.08.010	Applicability to persons riding bicycles and animals	Added dockless vehicles to this section
<b>Chapter 10.26 Dockless Vehicles (NEW)</b>		
<b>Section</b>	<b>Section Title</b>	<b>Change</b>
10.26	Dockless Vehicles to include: Definitions Dockless vehicles prohibited on sidewalk Parking on street rights-of-way Permitting violation by child Abandoned dockless vehicles Schedule of fines Dockless vehicles prohibited	Added dockless vehicles chapter
<b>Title 12 Streets and Sidewalks</b>		
<b>Chapter 12.08 Obstructions, Loitering</b>		
<b>Section</b>	<b>Section Title</b>	<b>Change</b>
12.08.030	Merchandising prohibited	Eliminated section
12.08.100	Riding bicycles upon public sidewalk prohibited	Changed "bicycle" to "dockless vehicle"

## **Chapter 1.24 General Penalty**

### **1.24.010 Designated violations-Misdemeanors and infractions.**

A. It shall be unlawful for any person to violate any provision or to fail to comply with any of the requirements of this code. A violation of any of the provisions or failing to comply with any of the mandatory requirements of this code shall constitute a misdemeanor except that notwithstanding any other provisions of this code, any such violation constituting a misdemeanor under this code may, in the discretion of the attorney having prosecutorial functions, be charged and prosecuted as an infraction; and with the further exception that any violation of the provisions relating to parking, operation of bicycles, operation of motor vehicles, and use of freeways, highways and streets by animals, bicycles, dockless vehicles, motor vehicles or pedestrians shall constitute an infraction.

## **Chapter 9.42 BICYCLING, ~~ROLLER SKATING~~ AND SKATEBOARDING—PROHIBITIONS**

### **9.42.010 Purpose and scope.**

The purpose of this chapter is to preserve the public health, safety and welfare within the city. It is the finding of this legislative body that pervasive bicycle, scooter, and skateboarding ~~and roller skate riding~~ within the city presents a significant threat to the peace, health and safety of the community. For this reason it is the intent of this legislative body to limit such activity. It is not the intent of this legislative body to limit the private enjoyment of such activity where it is safe to do so.

The provisions of this chapter do not prohibit the possession of bicycles, scooters, or skateboards ~~or roller skates~~ if not ridden.

Nothing in this chapter shall prohibit the use of wheeled devices by physically disabled persons.

### **9.42.020 Definitions.**

“Dockless vehicle” means:

- A. Any wheeled device, other than an automobile or motorcycle, that is powered by a motor;
- B. Accessed via an on-demand portal, whether a smartphone application, membership card, or similar method;
- C. Owned by a private entity that owns, manages, and maintains devices for shared use by members of the public without a physical dispatching location within the City; and,
- D. Available at unstaffed, self-service locations, to members of the public for their personal operation.

“Roller skate” means any device which is a shoe with one or more wheels attached or a frame with one or more wheels attached which is fitted to the sole of a shoe or the foot, and which coasts, glides, or is propelled by human power.

### **9.42.030 Bicycle, scooter, dockless vehicles or skateboarding ~~and roller skate riding~~ prohibited within the Expanded Civic Center area.**

It is unlawful for any person to ride a skateboard, scooter or dockless vehicle ~~roller skates~~ within any public facility or upon any public grounds in the Expanded Civic Center area or the public property between Main Street and Douglas Avenue, including that area commonly referred to as the Prescott Promenade. It is unlawful for any person to ride a bicycle in the Expanded Civic Center area of the public property between Main Street and Douglas Avenue, including ~~that~~ the area commonly referred to as the Prescott Promenade, unless upon a bike path, alley, street or highway.

#### **9.42.040 Skateboarding and roller skate riding—Prohibition—Locations.**

- A. The riding of any skateboard ~~or roller skate~~ is prohibited upon or across any publicly owned, operated or maintained sidewalk, curb, bike path, alley, street or highway along:
1. Main Street from Chambers to Ballantyne Street; or
  2. Magnolia Avenue from Lexington Avenue to Madison Avenue.
- B. The riding of any skateboard ~~or roller skate~~ is also prohibited upon or across any privately owned, operated or maintained parking lot, parking facility, sidewalk, walkway, path, ramp, bridge, plaza, mall, quadrangle or patio which is held open to the public and which has been posted to prohibit skateboarding ~~and roller skate riding~~.

#### **9.42.050 Right-of-way.**

- A. It is unlawful for any person who is riding a skateboard, ~~or roller skates~~ to fail to yield the right-of-way to all pedestrians within or approaching the area.
- B. It is unlawful for any person who is riding a skateboard, ~~or roller skates~~ while upon a public street, including the sidewalk, ~~or alley,~~ to interfere with the movement of vehicles thereon.

#### **9.42.060 Ramps prohibited.**

- A. It is unlawful for any person to use, construct or place upon any public property a ramp, jump, platform, or similar device intended for use by a person riding a bicycle, skateboard, ~~roller skates~~ or similar wheeled device.

#### **9.42.070 Fines for violation.**

A fine of this chapter is an infraction punishable by:

- A. A fine not exceeding twenty-five dollars, for a first offense;
- B. A fine not exceeding fifty dollars for a second violation of this chapter within one year;  
~~or~~
- C. A fine not exceeding one hundred dollars for a third and each additional violation of this chapter within one year; ~~or~~
- D. ~~City approved juvenile offender programs.~~



## **Chapter 10.04 Definitions.**

### **10.04.100 Pedestrian defined.**

“Pedestrian” means any person who is afoot ~~or who is using a means of conveyance propelled by human power other than a bicycle.~~

## **Chapter 10.08 General Provisions.**

### **10.08.010 Applicability to persons riding bicycles and animals.**

Every person riding a bicycle, dockless vehicles, or riding or driving an animal upon a highway shall be granted all of the rights and shall be subject to all of the duties applicable to the driver of a vehicle by Chapters 10.04 through 10.32, except those provisions which by their very nature can have no application.

5630

## **Chapter 10.26 Operation of Dockless Vehicles.**

### **10.26.010 Definition**

“Dockless vehicle” means:

- A. Any wheeled device, other than an automobile or motorcycle, that is powered by a motor;
- B. Accessed via an on-demand portal, whether a smartphone application, membership card, or similar method;
- C. Owned by a private entity that owns, manages, and maintains devices for shared use by members of the public without a physical dispatching location within the City; and
- D. Available at unstaffed, self-service locations, to members of the public for their personal operation.

### **10.26.020 Regulation of dockless vehicles.**

It is unlawful for any person to provide any dockless vehicle for rent or lease in the city, unless that person complies with all of the following:

1. Enters into an agreement with the City regarding the operation, maintenance, and storage of dockless vehicles; including a requirement for a security deposit to ensure timely retrieval of dockless vehicles and a process for reimbursement of the cost of staff time expended for removal of dockless vehicles blocking the right of way or pedestrian paths;
2. Obtains a business license;
3. Provides proof of insurance to the satisfaction of the risk manager; and
4. Ensures that all dockless vehicles:
  - (a) Are labeled with the company logo;
  - (b) Have a unique serial number; and,
  - (c) Are labeled with a 24-hour customer service number.

### **10.26.030 Abandoned dockless vehicle.**

Any dockless vehicle that is left on City property for a period of 72 consecutive hours or longer shall be deemed abandoned property and may be impounded by the City. This does not apply to dockless vehicles parked legally in City-owned dockless vehicle lockers or to dockless vehicles parked legally in any other areas designated by the City for long-term dockless vehicle parking.

### **10.26.040 Parking on street rights-of-way.**

No person shall lay a dockless vehicle down on any street, alley or park a dockless vehicle upon any public street, alley or sidewalk in this City in such a position as to interfere with the safety or movement of traffic, including vehicles and pedestrians, or to interfere with the use of the public right-of-way by vehicles or pedestrians.

### **10.26.050 Dockless vehicles prohibited on sidewalk.**

It is unlawful for any person to ride or operate a dockless vehicle upon a sidewalk. This section does not prohibit a person from walking beside and guiding a dockless vehicle on a sidewalk.

### **10.26.060 Use of dockless vehicles by minors.**

It is unlawful for any parent or guardian of a minor, or any person having custody or control of a minor, to knowingly permit such minor to use or operate a dockless vehicle in the city in violation of the terms and provisions of this code.

### **10.26.070 Schedule of fines.**

A fine of this chapter is an infraction punishable as set forth in section 1.24.010 of this code.

## Chapter 12.08 OBSTRUCTIONS, LOITERING

### ~~12.08.030 Merchandising prohibited.~~

~~—No person shall use or occupy any part of a public sidewalk, street or alley, except as otherwise provided in this chapter or by law, for the purpose of displaying, exhibiting, vending, hawking, peddling or selling goods, wares or merchandise, or soliciting, requesting or enticing any other persons to enter any place of business, or for the purpose of erecting, placing, maintaining or displaying advertising signs, signboards, billboards or other structures used for the purpose of advertising. (Ord. 4528, Amended, 3-97; Prior code § 25-6.2.)~~

### **12.08.100 Riding dockless vehicles ~~bicycles~~ upon public sidewalk prohibited.**

No person shall ride a dockless vehicle ~~bicycle~~ as defined in chapter 10.26 upon any public sidewalk within the city.



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Aguirre, City Clerk  
**SUBJECT:** Selection of Mayor Pro Tem

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**RECOMMENDATION:**

That the City Council selects a Mayor Pro Tem according to the El Cajon Municipal Code.

**BACKGROUND:**

According to the provisions of Section 2.08.010 of the El Cajon Municipal Code, the City Council shall meet in December and choose one of its number as *mayor pro tempore*. The *mayor pro tempore* shall serve at the will of the majority of the City Council, or until the expiration of the normal term in December 2019.

The title "*deputy mayor*" shall be interchangeable for all purposes with the title '*mayor pro tempore*'.

Prepared By: Angela Aguirre, City Clerk  
Reviewed By: N/A  
Approved By: Graham Mitchell, City Manager

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City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Graham Mitchell, City Manager  
**SUBJECT:** Mayor and City Council Cafeteria Benefits Review

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**RECOMMENDATION:**

That the City Council adopts the next resolution in order adjusting the cafeteria benefit allotment from \$1,000 per month to \$1,150 per month, effective January 2019, for Mayor and City Councilmembers.

**BACKGROUND:**

The City periodically reviews compensation and benefits for all of its employees, including the Mayor and City Councilmembers. Staff has found that the cafeteria (health, dental, vision and FSA) benefit allotment for the City Council has fallen behind the amount eligible for City staff, as well as the amounts paid to other city councils in San Diego County.

While the Mayor's salary and City Council's salaries are still in appropriate proportion to other cities in the region, the cafeteria benefit amount is now one of the lowest among any city, regardless of size.

Currently, the cafeteria benefit allotment is \$1,000/month. In comparison, the cafeteria benefit allotment for City staff will increase to \$1,150/month effective January 2019.

Staff recommends that the Mayor and City Councilmembers' cafeteria benefit allotment be adjusted to \$1,150/month effective January 2019. This change will still leave the City Councils' cafeteria benefit allotment below the average of similar cities in San Diego County, but will align with the anticipated City staff amount effective January 2019.

**FISCAL IMPACT:**

This recommended adjustment will result in an increase of \$4,500 in FY2018-19 and \$9,000 in FY 2019-20. There are sufficient funds in the FY18-19 budget for this year's expenditure.

Prepared By: Graham Mitchell, City Manager

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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RESOLUTION NO.     -18

RESOLUTION REVISING THE CITY'S CONTRIBUTION  
TO THE IRS SECTION 125 "CAFETERIA PLAN" FOR  
THE MAYOR AND CITY COUNCIL MEMBERS

WHEREAS, California Government Code section 36516 et seq. defines the requirements and limitations for compensation and benefits for mayors and city councilmembers; and

WHEREAS, the Mayor and City Councilmembers of the City of El Cajon have received no increase in any compensation from the City since 2016; and

WHEREAS, the Mayor and City Councilmembers recognize the significant increases in costs related to medical, dental and vision care and the cafeteria benefit has fallen behind the amount eligible for City staff as well as the amounts paid to other city councils in San Diego County; and

WHEREAS, the Mayor and City Councilmembers currently receive \$1,000 per month in in City contributions to their Internal Revenue Code section 125 "Cafeteria Plan" accounts in comparison to the cafeteria benefit allotment for City staff, which will increase to \$1,150 per month effective January 2019; and

WHEREAS, while the Mayor's and City Councilmembers' salaries are still in appropriate proportion to other cities in the region, the cafeteria benefit amount is now one of the lowest of any city regardless of size; and

WHEREAS, it is recommended that the Mayor and City Councilmembers' cafeteria benefit allotment be adjusted to \$1,150 per month effective January 2019, which is still below the average cafeteria benefit allotment of similar cities in San Diego County, but will align with the anticipated City staff amount effective January 2019.

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

Section 1. That the foregoing recitals are true and correct, and are findings of fact of the El Cajon City Council.

Section 2. That beginning January 2019, the City of El Cajon will contribute the the Mayor's and Councilmembers' cafeteria benefit allotment in the amount of \$1,150 per month.

12/11/18

Mayor and CC Cafeteria Benefits Review eff 01-01-19 112918





City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Vince DiMaggio, Assistant City Manager  
**SUBJECT:** Request to Amend the Budget for the East County Performing Arts Center Renovation

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**RECOMMENDATION:**

Staff recommends that the City Council adopt the next RESOLUTION, in order, to:

1. Transfer and appropriate \$1.85 million from General Fund Carryover Reserve to the City Capital Improvement Program Fund; and
2. Increase the ECPAC Improvements Project (IFM3471) by \$1.85 million to \$8.2 million.

**BACKGROUND:**

The East County Performing Arts Center (“ECPAC”) was built in the 1970s. Over the next 40 years, ECPAC served as a venue for hundreds of local and regional performing arts and theatrical events. In 2009, as a result of declining revenues from events and the cost of annual upkeep combined with the level of renovations required to keep the facility operating, ECPAC was closed indefinitely.

In 2017, the City Council directed staff to explore the feasibility of remodeling the facility and securing a professional management organization, with the eventual goal of re-opening ECPAC. After studying the issue of facility management and the structural improvements required, staff prepared a comprehensive plan and budget for the remodeling of ECPAC.

In December 2017, the City Council approved a management agreement with Live Nation to operate and manage a newly renovated ECPAC. In January 2018, the City Council approved an agreement retaining architects RCHS to provide architectural services and design. Finally, in May 2018, the City Council approved an agreement with Weiland to provide construction management services. In August of this year, with design work on-going, demolition of much of the interior of the building began.

## **ANALYSIS**

Since this past spring, an internal committee comprised of staff, construction management firm Weiland, architects RCHS, and Live Nation have worked on creating a redesigned, state-of-the-art performing arts venue. Recently, it became clear that the original project budget was insufficient for accomplishing the necessary improvements. Originally, the City Council authorized a total of \$6.3 million for the project. Exhibit A shows the original Council approved appropriations for the project, followed by the additional requested appropriation amount necessary to complete the project. This additional appropriation is the subject of the current request.

The original project cost estimate included a basic “working assumption” of \$1 million for a major renovation to the facility’s heating and ventilation system (“HVAC”), based on the scope and scale of the improvements needed to that system. Upon more detailed examination by the construction management team, it became clear that a complete HVAC system replacement was necessary. Much of the original ductwork was found to have degraded beyond its useful lifespan and would need to be replaced in its entirety. Weiland began soliciting requests for bids for a complete system replacement and it became apparent that the original HVAC estimate was insufficient. Based on the review of bids received, staff estimates that a new HVAC system will cost approximately \$2.5 million--approximately \$1.4 million above the original estimate.

A second expenditure, not included in the original budget, is for the replacement of the standing metal seamed roof. Once demolition began, it was discovered that the structural integrity of the standing metal seamed portion of the roof was breached in several places due to the overall age of the building, causing significant water infiltration and water damage throughout the building. It was the consensus of staff that this portion of the roof should be replaced as part of the overall building renovation. This added approximately \$280,000 to the project budget. The flat portion of the roof was replaced several years ago and does not require any additional work.

The initial project budget established a 7% contingency for unanticipated overages or other miscellaneous expenditures not foreseen in the original projections. While a 10% construction contingency is the industry standard on a project of this scale, a lower percentage was originally factored into the budget in an effort to be cost conscious. Given that staff and the construction management team have already discovered unanticipated structural deficiencies, it is likely that additional unanticipated items will be uncovered during the actual construction process. For that reason, this request increases the contingency to the industry-standard 10% contingency, based on the increased cost of the overall project, for a total project contingency of \$772,000.

The total estimated cost of the three items described above totals \$2.4 million. There is presently \$605,000 remaining unencumbered in the current project budget, making the overall funding request \$1.850 million from the General Fund. Additional allocations of Community Development Block Grant (“CDBG”) funding for additional ADA improvements will be sought as eligible expenditures are identified.

Lastly, the original project timeline assumed project completion in mid-Spring 2019. Vendors and subcontractors have reported difficulties in maintaining construction timelines due to the extended delay in material fabrication and receiving necessary components. Given these industry realities, staff has updated the project schedule to reflect an estimated completion date of May 1, 2019. This translates to major events being scheduled by Live Nation in the Fall of 2019.

**CONCLUSION**

The challenges in remodeling a large, 40-year old civic building have uncovered several unanticipated additional project costs. The building’s HVAC system will require complete replacement, as opposed to a major overhaul. Additionally, a portion of the facility’s roof will also require replacement due to significant age-related degradation. It is also prudent to ensure that any additional, but as yet undiscovered problems, will be able to be adequately addressed and successfully remedied. For that reason, staff is recommending an increase in the overall project contingency. Taken together, these issues will have the effect of increasing project costs by approximately \$1.85 million, with future consideration of CDBG funds to pay for additional ADA improvements.

**FISCAL IMPACT:**

Authorization of this action will reduce the General Fund Carryover Reserve for the purposes of increasing the ECPAC Improvements Project (IFM3471) by \$1.85 million to total \$8,155,347.

Prepared By: Vince DiMaggio

Reviewed By: N/A

Approved By: Graham Mitchell, City Manager

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Attachments

Exhibit A - ECPAC Budget  
ECPAC Amend Budget Reso

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**EXHIBIT A**

**East County Performing Arts**

Project Appropriation

FY 2018-19

<b>City Council Approved</b>	<b>\$6,305,347</b>	A
Architectural Services	530,000	
Internal Engineering	57,000	
Inspection	65,635	
Construction (Wieland)	5,045,786	
Misc. (advertising, printing, etc.)	1,600	
<hr/> <i>Subtotal</i>	<hr/> <b>\$5,700,021</b>	B
Balance	\$605,326	C=A-B
<b>Additional Costs</b>		
Roof Repair	279,863	
HVAC Overage	1,403,362	(Original budget \$1,166,978; Actual cost \$2,570,340)
Contingency	772,101	
<hr/> <i>Subtotal</i>	<hr/> <b>\$2,455,326</b>	D
Overage Total	(\$1,850,000)	E=D-C
<b>New Proposed Budget</b>	<b>\$8,155,347</b>	F=A+(-E)

RESOLUTION NO.     -18

A RESOLUTION AMENDING THE EAST COUNTY PERFORMING  
ARTS CENTER RENOVATION PROJECT BUDGET  
TO ADDRESS ADDITIONAL PROJECT COSTS

WHEREAS, in 2009, as a result of declining revenues from events and the cost of annual upkeep combined with the level of renovations required to keep the facility operating, ECPAC was closed indefinitely; and

WHEREAS, in 2017, the City Council directed staff to examine the feasibility of remodeling the facility and study the issue of bringing in a professional management organization with the eventual goal of re-opening ECPAC; and

WHEREAS, in December, 2017, the City Council approved a management agreement with Live Nation to operate and manage a newly renovated ECPAC; in January, 2018, the City Council approved an agreement retaining architects RCHS to provide architectural services and design; in May, 2018, the City Council approved an agreement with Weiland to provide construction management services; in August demolition of the interior of the building began; and originally, the Council authorized a total of \$6,300,000 for the ECPAC renovation project (the "Project"); and

WHEREAS, in the course of planning the Project it became clear that the original budget was insufficient for accomplishing the necessary improvements after it became clear that a complete heating and ventilation ("HVAC") system replacement was necessary as much of the original ductwork was found to have degraded beyond its useful lifespan and would need to be replaced in its entirety; and

WHEREAS, Weiland began soliciting requests for bids for a complete system replacement and based on the review of bids received, staff estimates that a new HVAC system will cost approximately \$2,500,000; approximately \$1,400,000 above the original estimate; and

WHEREAS, it was further discovered once demolition began, that the structural integrity of the standing metal seamed portion of the roof was breached in several places due to the overall age of the building, causing significant water infiltration and water damage throughout the building, necessitating a portion of the roof to be replaced as part of the overall building renovation, adding approximately \$280,000 to the Project budget; and

WHEREAS, a 10% construction contingency is the industry standard on a project of this scale, a lower percentage of 7% was originally factored into the budget in an effort to be cost conscious; and

WHEREAS, staff and the construction management team have already discovered unanticipated structural deficiencies; it is considered likely that additional unanticipated items will be uncovered during the actual construction process thereby approaching the industry-standard 10% contingency, so that based on the increased cost of the overall Project, the total contingency should be \$772,000; and

WHEREAS, there is presently \$605,000 remaining unencumbered in the current Project budget and the total estimated cost of the three items described totals \$2,400,000; making the overall funding request \$1,850,000 from the General Fund; and

WHEREAS, it is to the benefit of the City to provide for the complete renovation of a regional performing arts venue.

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 amendment of ECPAC Project budget by allocating an additional \$1,850,000 from the City's General Fund for the renovation of ECPAC.

12/11/18 CC Meeting

Budget Amendment (ECPAC Renovation) 120718



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Mayor Wells  
**SUBJECT:** Council Activity Report

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

- November 26, 2018 - Meeting w/ Supv. Jacob and St. Paul's PACE
- November 26, 2018 - Council Briefing w/ City Manager and Staff
- December 8, 2018 - Toys for Joy - Rock Church
- December 8, 2018 - DJM Insurance 10th Anniversary Event
- December 11, 2018 - City Council Meeting(s)

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

Submitted By: Bill Wells, Mayor

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City Council  
Agenda Report

**DATE:** December 11, 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.

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

November 28, 2018 - Meeting w/ City Manager and City Staff  
December 6, 2018 - Metro JPA Meeting  
December 11, 2018 - City Council Meeting(s)

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

Submitted By: Gary Kendrick, Mayor Pro Tem

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City Council  
Agenda Report

**DATE:** December 11, 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.

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

- November 15, 2018 - Heartland Fire Training Facility Meeting
- December 5, 2018 - Council Briefing w/ City Manager and Staff
- December 8, 2018 - Toys for Joy Event, Rock Church
- December 11, 2018 - City Council Meeting

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

Submitted By: Bob McClellan, Councilmember

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City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Councilmember Kalasho  
**SUBJECT:** **COUNCILMEMBER BEN KALASHO**

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

Nothing to report.

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

Submitted By: Ben Kalasho, Councilmember

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## City Council Agenda Report

Agenda Item 27.

**DATE:** December 11, 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.

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**REPORT:**

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

- November 12, 2018 - Consultation w/ City Attorney re: Andre Z. Question on Dispensaries
- November 13, 2018 - Question from Orlando Street Resident - Trees in the Right-of-Way
- November 15, 2018 - Lunch w/ iWash Owner
- November 17, 2018 - Meet w/ Residents at Villa Novia
- November 17, 2018 - Community Group Trash Pickup
- November 17, 2018 - Meeting w/ Fashion Dry Cleaners Owner
- November 20, 2018 - Safari Mobile Home Park Event
- November 21, 2018 - Phone Call w/ Kaiser Repr. re: Coyotes on Property
- November 26, 2018 - Meet w/ Supv. Jacob, St. Paul's PACE
- November 27, 2018 - Meeting w/ City Manager
- November 28, 2018 - Discussion w/ Diana S. re: Zoning for Rentals
- December 1, 2018 - Community Group Trash Pickup
- December 7, 2018 - Chamber Breakfast
- December 7, 2018 - SANDAG Meeting
- December 8, 2018 - Toys for Joy Distribution Event
- December 8, 2018 - POA Holiday Dinner

December 10, 2018 - Meeting w/ City Manager  
December 11, 2018 - City Council Meeting

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

Submitted By: Steve Goble, Councilmember

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City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Gary Kendrick, Mayor Pro Tem and Steve Goble, City Councilmember  
**SUBJECT:** Response to Allegation at Southwest Key Facility

---

**RECOMMENDATION:**

That the City Council the options identified in this report and directs staff.

**BACKGROUND:**

Southwest Key Programs, Inc., a Texas-based nonprofit organization, operates a facility (1160 Broadway) in the City of El Cajon that provides extended care for children who are separated from their legal guardians while immigrating to the United States. Southwest Key contracts with the U.S. Department of Health & Human Services to provide this service. Because the property operates as a board and care facility, Southwest Key is required to have a license from the State of California and is regulated by the California Department of Social Service. The City has no regulatory authority over the facility, except for any zoning and land uses.

Over the past year, concerns have been expressed over the operation of the facility. Further, on November 19, 2018, the San Diego Union Tribune published an article that addressed several inconsistencies with Southwest Key reports to the El Cajon Police Department and reports to the California Department of Social Services.

Although the City has no regulatory authority over this operation, we believe that there should be a certain level of accountability to our community. With that aim, we present two options for the City Council to consider:

1. Direct City staff to meet with the local director of the Southwest Key facility to gain understanding of the operation and understand the issues raised in the recent newspaper article, and/or
2. Prepare letters from the City Council to the California Department of Social Services and the U.S. Department of Health & Human Services informing them of "report inconsistencies" and requesting to know whether Southwest Key is in compliance with regulations of its state license and federal contract.

We believe that these actions are not outside of the City's rights and purview.



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Jeff Davis, Chief of Police  
**SUBJECT:** El Cajon Animal Shelter Donations for October 2018

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**RECOMMENDATION:**

In accordance with City Council Policy B-2, staff informs the City Council about receiving the following donations for the El Cajon Animal Shelter for the month of October:

Diana Rouse: In loving memory of her mother, Louise Strong - \$500.00

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

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Attachments

October 2018 Donations

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# CITY OF EL CAJON



## POLICE DEPARTMENT

### MEMORANDUM

DATE: WEDNESDAY NOVEMBER 7, 2018

TO: CHIEF JEFF DAVIS  
POLICE ADMINISTRATION DIVISION 

FROM: SUPPORT CAPTAIN MICHAEL MOULTON  
POLICE ADMINISTRATION DIVISION

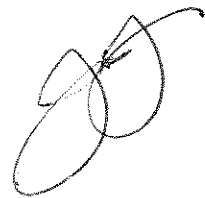
SUBJECT: OCTOBER 2018 DONATION TO THE EL CAJON ANIMAL SHELTER

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

10/05/18 Diana Rouse



\$500.00 (In loving memory of my Mom, Louise Strong)





City Council  
Agenda Report

Agenda Item 30.

**DATE:** December 11, 2018  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** Angela Aguirre, City Clerk  
**SUBJECT:** Ordinance Amending Section 2.56.030 of Chapter 2.56 and Adding Chapter 12.06 to the El Cajon Municipal Code Regulating Vending on City Sidewalks

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RECOMMENDATION:

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

An Ordinance Amending Title 12 of the El Cajon Municipal Code to Amend Section 2.56.030 of Chapter 2.56 of the El Cajon Municipal Code and to add Chapter 12.06 to the El Cajon Municipal Code regarding vending on City sidewalks and pedestrian pathways.

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Attachments

Ordinance 5075

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ORDINANCE NO. 5075

AN ORDINANCE AMENDING TITLE 12  
OF THE EL CAJON MUNICIPAL CODE  
TO AMEND SECTION 2.56.030 OF CHAPTER 2.56 OF  
THE EL CAJON MUNICIPAL CODE AND  
TO ADD CHAPTER 12.06 TO THE EL CAJON  
MUNICIPAL CODE REGARDING VENDING  
ON CITY SIDEWALKS AND PEDESTRIAN PATHWAYS

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

Section 1. Subsections (F), (H), and paragraph (2) of subsection (Z), of section 2.56.030 of the El Cajon Municipal Code, are hereby repealed.

Section 2. Subsection (F) is hereby added to section 2.56.030 of Chapter 2.56 of Title 2 of the El Cajon Municipal Code to read as follows:

4. No person shall throw or deposit any commercial or noncommercial handbill circulars, pamphlets, tracts, or advertisements in or upon any sidewalk, street or other public place within the city. Nothing herein shall prevent any person from handing out, distributing, or selling any commercial handbill on any public sidewalk or pedestrian pathway in conformance with Chapter 12.06 of this code provided, however, that no person shall hand out, distribute, or sell any commercial handbill in any other public place not allowed by Chapter 12.06. Further, it is not unlawful on any sidewalk, street, pedestrian pathway, or other public place within the city for any person to hand out or distribute, without charge to the receiver thereof, any noncommercial handbill to any person willing to accept it. No person shall post or affix to any pole, tree, car, fence or structure situated therein any kind of handbill, circular, pamphlet, tract, or advertisement;

Section 3. Subsection (H) is hereby added to section 2.56.030 of Chapter 2.56 of Title 2 of the El Cajon Municipal Code to read as follows:

H. Vend, offer for sale or dispose of goods, wares or merchandise, or conduct any business unless authorized to do so by Chapter 12.06, or by the city council or designee, except that nothing in this provision shall prohibit religious or political solicitations;

Section 4. Paragraph (2) of subsection (Z) is hereby added to section 2.56.030 of Chapter 2.56 of Title 2 of the El Cajon Municipal Code to read as follows:

2. This prohibition does not apply to (a) community events in accordance with Chapter 5.52; (b) to a city council sponsored

community event; (c) sidewalk vendors in accordance with Chapter 12.06; (d) nor to those who have obtained the necessary permit to hold an event at a city recreation center, East County Performing Arts Center, or the Community Center.

Section 5. Subsection (F) is hereby added to section 2.56.030 of Chapter 2.56 of Title 2 of the El Cajon Municipal Code to read as follows:

Section 6. Chapter 12.06 is hereby added to Title 12 of the El Cajon Municipal Code as follows:

Section 12.06.010 Purpose and intent.

The city of El Cajon hereby finds and determines that the unrestricted use of the city's public rights-of-way, parks, and facilities by both stationary and roaming sidewalk vendors poses a serious and objective threat to the health, safety, and welfare of persons utilizing such public facilities for their intended purposes. Such threats include the potential of fires with unregulated cooking or heating of food; blocking or otherwise restricting use of sidewalks by pedestrians; blocking or impeding the use of driveways, pedestrian access ramps, doorways, and safe parking of vehicles; interfering with the intended and designated recreational uses of parks and playgrounds; conflicts with those persons with disabilities and traveling on sidewalks and pedestrian paths, and recreating in city parks; noise in residential zones at unreasonable hours. Accordingly, the city finds that those regulations, established by this chapter, are directly related to addressing such objective health, safety, and welfare concerns.

Section 12.06.020 Definitions.

The following definitions shall be applicable when the following words or phrases are used hereafter in this chapter whether the words or phrases are capitalized or not.

**"Driveway"** means any approved curb cut designed to allow vehicular traffic ingress from or egress to or from a street or alley.

**"Immediate vicinity,"** for the purposes of this chapter, means the public sidewalk or pedestrian path area next to, and having access to an area being used by a properly permitted certified farmers' market, swap meet, parade, or other event having obtained a temporary special use permit for the occupation of an area in a park, on city property, or in a city street or alley.

**"Pedestrian path"** means an improved pathway within a city park designed and constructed to allow pedestrian traffic to circulate within the park from a public sidewalk or parking lot, to other locations within the park.

**"Public sidewalk"** means that portion of public right-of-way improved with an impervious surface to allow pedestrian traffic, including wheelchairs (whether motorized or self-propelled), to traverse adjacent to a street or alley. Public sidewalk does not

include any portion of a street or alley, and (except as otherwise provided in this chapter) does not include improved walkways located on public property used to access public buildings, not otherwise located in a dedicated right-of-way. Notwithstanding the foregoing, a public sidewalk shall include any pedestrian path located in any park owned or operated by the city.

**“Ramp”** means any transition from the street to a public sidewalk designed to allow the safe movement of wheelchairs and pedestrians.

**“Roaming sidewalk vendor”** means a sidewalk vendor who moves from place to place, stopping only to complete a transaction.

**“Sidewalk vendor”** means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path. A sidewalk vendor is either a stationary sidewalk vendor or a roaming sidewalk vendor.

**“Sidewalk vendor’s license,”** or “license” shall mean that certain regulatory license established under subdivision (B) of section 12.06.030. The license shall be in addition to any other licenses or permits required by the city or San Diego County.

**“Stationary sidewalk vendor”** means a sidewalk vendor who vends from a fixed location on a public sidewalk or pedestrian path.

**“Temporary special use permit”** means a community event permit, as defined in Chapter 5.52, and temporary use permit, as defined in Chapter 17.75. Any holder of a temporary special use permit that is required to provide notice, business interruption mitigation, or other rights to affected businesses and property owners must also provide the same notice, business interruption mitigation, or other rights to properly licensed sidewalk vendors.

Section 12.06.030 Licenses required.

- A. It is unlawful for any person to engage in, conduct, carry on, or allow to be engaged in, conducted, or carried on, any business as a stationary sidewalk vendor or a roaming sidewalk vendor without having first obtained a business license pursuant to Chapters 5.04 and 5.08 of this code, a sidewalk vendor’s license from the public works department pursuant to this section 12.06.030 (B); and a seller’s permit issued by the California Department of Tax and Fee Administration. If the sidewalk vendor is selling food, it shall also comply with Chapter 8.12 and obtain the necessary health-related permit from the County of San Diego Department of Environmental Health.

- B. In order to regulate the activities of sidewalk vendors in the city, a sidewalk vendor's license is hereby created.
1. A sidewalk vendor's license shall be issued by the public works department upon application of any person.
  2. The cost of a sidewalk vendor's license shall be set forth by resolution of the city council from time to time, and may be included in the city's list of rates, fees, and charges.
  3. The director of the public works department, or such person designated by the director of public works, shall issue the license to an applicant upon receipt of such fees, information, and copies of such documents required in this chapter.
  4. The license shall at all times be prominently displayed on the person, pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance.
  5. If a license is lost, stolen, or damaged, the sidewalk vendor shall not conduct business without first obtaining a temporary license from the public works department to be displayed as described in paragraph (4), above. The department may charge a fee for the replacement of a lost, stolen, or damaged license, which fee shall not exceed the costs of the department in processing the temporary and replacement licenses.
  6. Each license shall be valid for a period of twelve (12) months.
- C. In issuing a business license to a sidewalk vendor, the department of finance shall accept either a California driver's license or identification number, or an individual taxpayer number in lieu of a social security number if the department of finance otherwise requires a social security number prior to the issuance of a business license.
- D. This chapter does not relieve any license holder from compliance with any requirement of any ordinance, rule, regulation, or specification of the city.

Section 12.06.040 Sidewalk vending operating requirements.

All stationary sidewalk vendors or roaming sidewalk vendors shall comply with the following requirements:

- A. Except as otherwise provided in this chapter, stationary sidewalk vendors and roaming sidewalk vendors may only conduct transactions on public sidewalks in the public right-of-way, and on pedestrian paths in parks owned or operated by the city.
- B. Stationary sidewalk vendors shall only be located on public sidewalks and pedestrian paths of not less than ten feet (10') in width measured from the street-side edge of the sidewalk or from edge to edge of the path.

- C. Roaming sidewalk vendors may travel on public sidewalks and pedestrian paths of not less than four feet (4') in width measured from the street-side edge of the sidewalk or from edge to edge of the path while moving. Roaming sidewalk vendors stopping to conduct a transaction must do so only where the sidewalk or path is ten feet (10') in width or must yield to pedestrian traffic in conflict with the conduct of their business.
- D. Operations of stationary sidewalk vendors on a public sidewalk shall only occur during the hours of 8:00 a.m. and 12:00 a.m. of the following day.
- E. Operations of stationary sidewalk vendors are prohibited in the O-S, PRD, RS-40, RS-20, RS-14, RS-9, RS-6, RM-6000, RM-4300, RM-2500, RM-2200, RM-1450, and RM-HR zones.
- F. Operations of roaming sidewalk vendors may occur in the O-S, PRD, RS-40, RS-20, RS-14, RS-9, RS-6, RM-6000, RM-4300, RM-2500, RM-2200, RM-1450, and RM-HR zones, but only occur during the hours of 7:00 a.m. and 7:00 p.m.
- G. Operations of sidewalk vendors in public parks shall only occur on the pedestrian path, or a public sidewalk, and only during the period that the park is open. In order to protect the fragile nature of greenspace in parks, sidewalk vendors conduct all activities from a public sidewalk or pedestrian path.
- H. In order to limit obstructions caused by a congregation of customers during periods of operations, and to clearly delineate responsibilities in operation, sidewalk vendors shall be located not closer than twenty feet (20') from another sidewalk vendor.
- I. In order to reduce vector, rodent, and other pest infestations, stationary sidewalk vendors shall be responsible for the cleanliness of the area within ten feet (10') of their operations. Stationary sidewalk vendors shall provide a means to collect and properly dispose of all trash and recycling materials, including owning and making available appropriate trash and recycling receptacles. Roaming sidewalk vendors shall have trash bags attached to their cart or carried by the vendor sufficient to provide for the collection of such trash or recycling materials generated by the type of goods, produce, pre-packaged goods, etc., being sold from the vendor. All sidewalk vendors shall provide the city with an acceptable plan for collection and disposal of wastes at the time that an application for those permits required by this chapter, which plan must be approved by the Director of Public Works or such person designated by the Director of Public Works. Such plans must include the means for avoiding the use of city-owned trash and recycling receptacles.

- J. No sidewalk vending is allowed within the immediate vicinity of any permitted certified farmers' market or permitted swap meet in the city. No sidewalk vending is allowed within the immediate vicinity of any street or alley, park, plaza, parking lot, or city-owned property, in any event that is being used by the city or a third party under a temporary special use permit. No sidewalk vending is allowed in any park where the city has signed an agreement with a concessionaire for the exclusive right to sell food or merchandise in the park.
- K. No sidewalk vendor shall sell any alcohol-related beverage; tobacco or electronic vaping products; cannabis products; weapons, including knives, guns, or explosive devices; pharmaceuticals; items described in the definition of adult entertainment activities in Chapter 17.45 of this code; or such other products identified in a list adopted by resolution or ordinance of the city council as prohibited for sidewalk vending based on public health, safety, or welfare concerns.

Section 12.06.050 Enforcement.

The provisions of this chapter shall be enforced by the fire marshal, any police officer, any code compliance officer, and any other city official authorized to enforce any provision of the Municipal Code.

Section 12.06.060 Violation; penalties.

- A. Notwithstanding any provisions in section 1.24.020 of this code, no person shall be subject to any criminal prosecution as a result of a violation of this chapter.
- B. Except as provided in subsections (C) and (D), in this section, any person violating any provision of this chapter may be issued an administrative citation for each and every violation, in the manner as prescribed in sections 1.14.010 through 1.14.060 of Chapter 1.14 of the El Cajon Municipal Code.
- C. Notwithstanding any provisions in section 1.14.070 of Chapter 1.14, no administrative fine shall exceed \$500.00 for any violation of section 12.06.040.
- D. Notwithstanding any provisions in section 1.14.070 of Chapter 1.14, for any violation of section 12.06.030, the amount of administrative fine, which may be imposed for each separate violation of the same provision of the code, shall be established by resolution of the city council within the following limits:
  - 1. For a first violation, a fine not to exceed two hundred fifty dollars per

day, per violation;

2. For a second violation of the same code section within a twelve-month period, a fine not to exceed five hundred dollars per day, per violation; and
3. For any additional violation of the same code section within a twelve-month period, a fine not to exceed one thousand dollars per day, per violation.

E. Sections 1.14.080 through 1.14.150 shall apply to any administrative citation issued to enforce this chapter.

#### Section 12.06.070 Public Nuisance and Abatement.

The placement of any vending cart on any sidewalk in violation of the provisions of this chapter is declared to be a public nuisance. The Director of Public Works may cause the removal of any vending cart found on a sidewalk in violation of this chapter and is authorized to store such vending cart until the owner thereof shall redeem it by paying the removal and storage charges established by resolution of the city council.

Section 7. That based upon said findings of fact set forth in section 2 of this ordinance, the El Cajon City Council hereby approves the amendments of Chapter 2.56, and to Title 12 of the ECMC to add Chapter 12.06 as set out herein.

Section 8. This ordinance shall become effective thirty (30) days following its passage and adoption.

11/13/18 CC Agenda – 1<sup>st</sup> Reading  
12/11/18 CC Agenda – 2<sup>nd</sup> Reading

Vending on City Sidewalks Ord 110618



City Council  
Agenda Report

**DATE:** December 11, 2018  
**TO:** City Clerk  
**FROM:** City Attorney/General Legal Counsel  
**SUBJECT:** 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

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**RECOMMENDATION:**

That the following Closed Session is held at the Tuesday, December 11, 2018 , Joint City Council/Housing Authority/Successor Agency to El Cajon Redevelopment Agency agenda at 3:00 p.m.

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9

**NAME OF CASE:**

Christine Greer vs. City of El Cajon, et al.  
San Diego Superior Court Case No. 37-2016-00027133-CU-OE-CTL

Morgan L. Foley  
City Attorney/General Legal Counsel

MLF:hms

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