



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

Council Chamber
200 Civic Center Way
El Cajon, CA 92020

Agenda JANUARY 8, 2019, 3:00 p.m.

Bill Wells, Mayor
Steve Goble, Deputy Mayor
Ben Kalasho, Councilmember
Gary Kendrick, 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 December 11, 2018, Meeting and the Agenda of the January 8, 2019, Meeting in accordance to State Law and Council/Authority/Successor Agency to the Redevelopment Agency Policy.

PRESENTATIONS:

Presentation: U.S. Census Bureau

Presentation: Forester Creek - San Diego River Park Foundation

Presentation: International Rescue Committee

AGENDA CHANGES:

CONSENT ITEMS:

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

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

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the December 11, 2018, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

2. Warrants

RECOMMENDATION:

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

3. Approval of Reading Ordinances by Title Only

RECOMMENDATION:

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

4. U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Award for 2017 and 2018

RECOMMENDATION:

That the City Council takes the following action:

1. Authorize the City Manager or designee to accept the 2017 United States Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$27,424 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
2. Authorize the City Manager or designee to accept the 2018 JAG in the amount of \$26,964 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
3. Appropriate \$27,424 for the 2017 JAG to purchase six 40mm Less than Lethal Launchers and six WRAP Safe Restraint Systems for the Patrol Division.
4. Appropriate \$26,964 for the 2018 JAG to purchase a TRUAIR Ductless Fume Hood and a Crime-Lite 82S UV-VIS-IR Camera for the Forensic lab and four 40mm Less than Lethal Launchers for the Patrol Division.

5. Street Light - Transit Facility Improvements Project Acceptance

RECOMMENDATION:

That the City Council:

1. Accepts the Street Light - Transit Facility Improvements 2018 Project, PW3632 (Bid No. 024-18); and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

6. CalRecycle Beverage Container Recycling Program

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution in order, and authorizes the City Manager to apply for Beverage Container Recycling City/County Payment Program funds in the amount of \$26,286 from the State of California Department of Resources Recycling and Recovery;
2. Appropriates Beverage Container Recycling City/County Payment Program 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 Payment Program agreement and all such other documents necessary to obtain the Beverage Container Recycling funds, in such form as approved by the City Manager with approval of the City Attorney.

7. Purchase of Fire Engine

RECOMMENDATION:

That the City Council adopts the next Resolution in order, and authorizes the Purchasing Agent, in accordance with Municipal Code 3.20.010(C)(5), to execute an agreement with Pierce Manufacturing, Inc. for the purchase of a Pierce Triple Combination Pumper in the amount of \$758,566.37.

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:

8. Notice to Vacate and Summary Abatement at 743 El Cajon Boulevard

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Deems appropriate the Building Official/Fire Marshal's actions in this case;
4. Directs staff to monitor the condition of the property and release power when code violations have been corrected;
5. Invoices the property owner of record for administrative costs and staff time totaling \$6,616.95 to be paid within 90 days; and
6. Places a tax lien if City costs are not paid.

ADMINISTRATIVE REPORTS:

9. City of El Cajon Complete Streets Policy

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to establish a Complete Streets Policy. The Complete Streets Policy will establish guiding principles and practices so that transportation improvements are planned, designed, constructed, operated, and maintained, in order to encourage walking, bicycling, and transit use while promoting safe operations for all users.

10. Amended and Restated Wastewater Disposal Agreement

RECOMMENDATION:

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

1. Approve the Amended and Restated Wastewater Disposal Agreement; and
2. Authorize the Mayor to Sign the Agreement.

11. Proposed Changes to City Council Procedures Ordinance

RECOMMENDATION:

That the City Council review the proposed amendments to Chapter 2.12 of the El Cajon Municipal Code related to City Council Procedures and provide direction to the City Attorney.

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.

12. Council Activity Report

ACTIVITIES REPORTS/COMMENTS OF COUNCILMEMBERS:

13. **COUNCILMEMBER GARY KENDRICK**
METRO Commission/Wastewater JPA; Heartland Communications; Heartland Fire Training JPA.
14. **COUNCILMEMBER BOB MCCLELLAN**
MTS (Metropolitan Transit System Board); Harry Griffen Park Joint Steering Committee; Heartland Communications – Alternate.
15. **COUNCILMEMBER BEN KALASHO**
16. **DEPUTY MAYOR STEVE GOBLE**
SANDAG – Board of Directors – Alternate; SANDAG Public Safety Committee – Alternate; METRO Commission/Wastewater JPA – Alternate; Chamber of Commerce – Government Affairs Committee; MTS (Metropolitan Transit System Board) – Alternate; East County Economic Development Council.

JOINT COUNCILMEMBER REPORTS:

GENERAL INFORMATION ITEMS FOR DISCUSSION:

ORDINANCES: FIRST READING

ORDINANCES: SECOND READING AND ADOPTION

17. Ordinance Amending Titles 1, 9, 10 and 12, and adding a New Chapter 10.26 to the El Cajon Municipal Code addressing Dockless Vehicles

RECOMMENDATION:

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

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.

CLOSED SESSIONS:

ADJOURNMENT: The Regular Joint Meeting of the El Cajon City Council/ El Cajon Housing Authority/Successor Agency to the El Cajon Redevelopment Agency held this 8th day of January 2019, is adjourned to Tuesday, January 22, 2019, at 3:00 p.m.



City Council
Agenda Report

Agenda Item 1.

DATE: January 8, 2019

TO: Honorable Mayor and City Councilmembers

FROM: Angela Aguirre, City Clerk

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

RECOMMENDATION:

That the City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency approves Minutes of the December 11, 2018, Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

Attachments

12-11-18 draft minutes

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

December 11, 2018

A Regular Joint Meeting of the El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency, held Tuesday, December 11, 2018, was called to order by Mayor/Chair Bill Wells at 2:03 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 Pro Tem Kendrick and MOMENT OF SILENCE. (The Courts have concluded that sectarian prayer, as part of City Council Meetings, is not permitted under the Constitution).

Mayor Wells delivered the State of the City Address.

***Recess called at 2:24 p.m.
Meeting reconvened at 3:00 p.m.***

ROLL CALL

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

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 with State Law and El Cajon City Council/Housing Authority/Successor Agency to the El Cajon Redevelopment Agency.

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

The City Clerk recites the results of the Canvass of the Election for Mayor and one Councilmember for District One.

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.

MOTION BY McCLELLAN, SECOND BY GOBLE, to ADOPT Resolution No. 115-18 declaring the results of the November 6, 2018, General Municipal Election for Mayor and one Councilmember for District One.

MOTION CARRIED BY UNANIMOUS VOTE.

NOVEMBER 6, 2018 – GENERAL MUNICIPAL ELECTION – CERTIFICATE OF RESULTS OF CANVASS (Continued)

**OATH OF OFFICE ADMINISTERED TO BILL WELLS
Remarks by Mayor Wells**

**OATH OF OFFICE ADMINISTERED TO GARY KENDRICK
Remarks by Councilmember Kendrick**

***Recess called at 3:06 p.m.
Meeting reconvened at 3:13 p.m.***

Mayor and New District One Councilmember Seated.

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DRAFT

PRESENTATION: None

AGENDA CHANGES:

CONSENT ITEMS: (2 – 18)

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

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

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

4. Warrants

Approves payment of Warrants as submitted by the Finance Department.

5. Term Expirations on City Commissions

Establishes 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

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.

CONSENT ITEMS: (Continued)

7. Extension to On-Site Fleet Parts Program

Adopts Resolution No. 116-18, 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

Adopts Resolution No. 117-18, 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

Adopts Resolution No. 118-18, 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.

DISCUSSION

Bonnie Price inquired the reason to request a sole source for Item 8 and Item 9.

In response to Ms. Price's question, **City Attorney Foley** clarified that both items went to bid; however, there was only one responsive bid in each case.

10. Fire Engine Funds Allocation

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

Approves the addendum to the Boys & Girls Club Use Agreement regarding the shared use of the Wells Park Center.

CONSENT ITEMS: (Continued)

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

Adopts Resolution No. 119-18, 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

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)

Reviews and accepts 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

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

1. Adopts the Resolution No. 120-18, and authorizes 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.

CONSENT ITEMS: (Continued)

17. Public Safety Substation at Wells Park

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.

DISCUSSION

Stephanie Harper inquired about a public safety substation at Wells Park and if the park's basketball court will be open to the community.

In response to Ms. Harper's question, **City Manager Mitchell** advised that a portion of the leased facility will be converted from a gym to an office space where Recreation administrative staff and Police Officers will be staffed.

Mayor Wells advised that the City will look into Ms. Harper's question in reference to the basketball court.

Jeremiah Perez spoke of the challenges he faces due to the lack of City resources for seniors and homeless. He requested information on food, shelter and water services.

In response to Mr. Perez's concern, **Mayor Wells** advised of the Homeless Navigator Program as well as the East County Transitional Living Center.

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

1. Adopts Resolution No. 121-18 to 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. Adopts Resolution No. 122-18 to award the bid to the lowest responsive, responsible bidder, DBX, Inc. in the amount of \$515,843.

Councilmember Goble inquired for the feedback from the public regarding the proposed project.

Public Works Director, Dirk Epperson, advised that the project derived from the public's request due to high volume of collisions, accidents, reckless driving along the street, which consists of residential homes and a school in the area. **Mr. Epperson** stated that street lights and crosswalks will be installed to create safer roads.

CONSENT ITEMS: (Item 18 - Continued)

MOTION BY GOBLE, SECOND BY KENDRICK, to APPROVE Consent Items 2 – 18.

MOTION CARRIED BY UNANIMOUS VOTE.

PUBLIC COMMENT:

Stephanie Harper applauded **Councilmember Goble** for his community involvement. Ms. Harper suggested changing the council meeting start time to allow more people to attend. She also discussed the California Cartwright Act involving Waste Management.

Mayor Wells advised that an Agenda Item from a Councilmember would be considered regarding changing the Council meeting time.

City Attorney Foley explained that the City has an exclusive franchise, allowed by law and it is not considered a monopoly because it does not address a state wide area.

Brenda Hammond shared about the passing of Illa Ruth Devine - Ms. Americlown. Ms. Hammond wished Council and Staff a Merry Christmas and Happy New Year.

Bonnie Price spoke about the business operations at the East County Transitional Living Center (ECTLC), specifically residents who worked and signed paperwork indicating that they were volunteers. She said those residents never received a paycheck.

In response to Ms. Price's concern, **Mayor Wells** indicated that the City will look into the matter in reference to ECTLC residents not receiving pay for services provided.

Jim Cirigliano suggested that Agenda Items be discussed first and then listen to Public Comments. Mr. Cirigliano thanked **Councilmember Goble** and **City Manager Mitchell** for meeting with him, and city staff for their assistance involving the Villa Novia's Mobile Home delinquent sewer charges.

WRITTEN COMMUNICATION: None

PUBLIC HEARINGS:

19. Dockless Vehicles

RECOMMENDATION:

1. That the City Council considers the information presented by staff and;
2. Opens a public hearing;
3. Closes the public hearing; and
4. Makes a motion to introduce the next ordinance in order approving amendments to the Municipal Code

DISCUSSION

Administrative Services Intern, Ryan Villegas, provided a summary of the Item.

Mayor Wells opened the public hearing.

Jeremiah Perez spoke about the dangers of dockless bicycles and encouraged the Council to keep them out of the City.

Discussion ensued among **Council** and **Staff** in reference to the definition of dockless bicycles. Recommendation was made to include “powered by a person or a motor” to distinguish them from ordinary bicycles, which are not intended for commercial use.

Mayor Pro Tem Kendrick thanked Mr. Perez for his comments and acknowledged the dangers involving dockless bicycles.

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

MOTION CARRIED BY UNANIMOUS VOTE.

MOTION BY GOBLE, SECOND BY McCLELLAN, to INTRODUCE the next Ordinance in order and APPROVE amendments to the Municipal Code with the addition of “powered by a person or a motor” to the definition code 9.42.020, section A.

MOTION CARRIED BY UNANIMOUS VOTE.

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

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

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.

DISCUSSION

City Clerk Aguirre gave a summary of the Item.

Mayor Wells recommended that **Councilmember Goble** serve as Mayor Pro Tem for the upcoming year.

Mayor Pro Tem Kendrick spoke in support of **Mayor Wells'** recommendations.

MOTION BY WELLS, SECOND BY McCLELLAN to APPOINT Councilmember GOBLE as Mayor Pro Tem according to the El Cajon Municipal Code for the 2019 Calendar Year.

MOTION CARRIED BY UNANIMOUS VOTE.

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.

DISCUSSION

City Manager Mitchell gave a summary of the Item.

MOTION BY WELLS, SECOND BY KENDRICK to ADOPT Resolution No. 123-18, adjusting the cafeteria benefit allotment from \$1,000 per month to \$1,150 per month, effective January 2019, for Mayor and City Councilmembers.

MOTION CARRIED BY UNANIMOUS VOTE.

ADMINISTRATIVE REPORTS: (Continued)

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.

DISCUSSION

Assistant City Manager DiMaggio provided detailed information of the Item.

Stephanie Harper asked to clarify why funds previously allocated are no longer available.

Council and **Staff** clarified the City's method of allocating specific amounts to projects, which if not fully expended, are reabsorbed into the budget for other projects.

MOTION BY GOBLE, SECOND BY KENDRICK to ADOPT Resolution No. 124-18, to transfer and appropriate \$1.85 million from General Fund Carryover Reserve to the City Capital Improvement Program Fund; and increase the ECPAC Improvements Project (IFM3471) by \$1.85 million to \$8.2 million.

**MOTION CARRIED BY 4-0 VOTE
(KALASHO – Abstained).**

COMMISSION REPORTS: None

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.

23. Council Activities Report/Comments

Mayor Wells stated that he did not attend the Toys for Joy event due to a scheduling conflict.

ACTIVITIES REPORTS OF COUNCILMEMBERS:

24. **MAYOR PRO TEM GARY KENDRICK**

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

Report as stated.

25. **COUNCILMEMBER BOB MCCLELLAN**

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

Report as stated.

26. **COUNCILMEMBER BEN KALASHO**

Report as stated.

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.

Councilmember Goble reported that he did not attend the Council Chamber Breakfast meeting as stated on the report.

JOINT COUNCILMEMBER REPORTS:

28. Response to Allegation at Southwest Key Facility

RECOMMENDATION: That the City Council considers the options identified in this report and directs staff.

DISCUSSION

Councilmember Goble provided a summary of the Item.

JOINT COUNCILMEMBER REPORTS: (Continued)

Ana Babudar representing Southwest Key, spoke about transparency and the limitations the facility faces. She advised that Southwest Key met earlier this year with the State Licensing and was not cited for any reporting issues. She welcome Council and Staff to meet and tour the facility.

In response to Ms. Babudar's invitation, **Councilmember Kalasho** expressed interest in the tour and provided her with his contact information.

Seby Sebastian representing Southwest Key as the Regional Director. Mr. Sebastian advised of the strict operational rules involving the licensed group home. He stated that runaway children are not reported and if located by Immigration and Customs Enforcement or Border Patrol, they take them into custody. Runaway juveniles are not returned to the group home. Mr. Sebastian offered an open invitation to anyone wanting a tour of the facility.

Ismael Avilez representing Southwest Key. Mr. Avilez spoke of the organization's stellar facility and reputation. He would like to have the opportunity to clarify information provided by the media and hopes to have better communication with the City.

Bonnie Price advised that she reached out to Representatives Susan Davis, Nancy Pelosi and Juan Vargas. She spoke about the importance of regular inspections for the safety of the children, and thanked Council and Staff for putting this item on the agenda.

Jim Cirigliano expressed gratitude to Mr. David Chenoweth, who was the first person to address concerns regarding this problem.

Councilmember Goble thanked Southwest Key staff for their presence. He encouraged City staff to meet with Southwest Key's staff to continue the discussion. He advised the public to be cautious until more information is received.

MOTION BY GOBLE, SECOND BY McCLELLAN, to 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 PREPARE letters from the City Council to the California Department of Social Services and the U.S. Department of Health and 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.

MOTION CARRIED BY UNANIMOUS VOTE.

GENERAL INFORMATION ITEMS FOR DISCUSSION

The following item is for informational purposes only:

29. City of El Cajon Animal Shelter Donations for October 2018

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 – None

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.

DISCUSSION

No one came forward to speak.

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.

MOTION BY KENDRICK, SECOND BY McCLELLAN, to AMEND Ordinance Section 2.56.030 of Chapter 2.56 and Adding Chapter 12.06 to the El Cajon Municipal Code Regulating Vending on City Sidewalks.

MOTION CARRIED BY UNANIMOUS VOTE.

CLOSED SESSIONS:

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

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

MOTION BY WELLS, SECOND BY KENDRICK, to ADJOURN to Closed Session at 4:16 p.m.

MOTION CARRIED BY UNANIMOUS VOTE.

RECONVENE TO OPEN SESSION AT 4:27 P.M.

City Attorney Morgan Foley reported the following actions:

- No action taken.

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 11th day of December, 2018, at 4:28 p.m., to Tuesday, January 8th, 2019, at 3:00 p.m.

Angela Aguirre
City Clerk/Secretary



City Council
Agenda Report

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Jeff Davis, Chief of Police
SUBJECT: U.S. Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) Award for 2017 and 2018

RECOMMENDATION:

That the City Council takes the following action:

1. Authorize the City Manager or designee to accept the 2017 United States Department of Justice Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$27,424 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
2. Authorize the City Manager or designee to accept the 2018 JAG in the amount of \$26,964 and to execute any grant documents and agreements necessary for the receipt and use of these funds.
3. Appropriate \$27,424 for the 2017 JAG to purchase six 40mm Less than Lethal Launchers and six WRAP Safe Restraint Systems for the Patrol Division.
4. Appropriate \$26,964 for the 2018 JAG to purchase a TRUAIR Ductless Fume Hood and a Crime-Lite 82S UV-VIS-IR Camera for the Forensic lab and four 40mm Less than Lethal Launchers for the Patrol Division.

BACKGROUND:

This is the fourteenth year of the City's participation in the United States Department of Justice Edward Byrne Memorial Justice Assistance Grant. The JAG is awarded to state and local government agencies to support a broad range of criminal justice related activities. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies and information systems for criminal justice programs.

On September 12, 2017, an agenda item was presented to the Council regarding the 2017 JAG application which requested funding for the following equipment: six 40mm Less than Lethal Launchers and six WRAP Restraints. In addition, on September 11, 2018, the City Council was informed of the 2018 JAG application to fund the following equipment: a HyperClean Truair Ductless Fume Hood, a Crime-Lite 82S Camera Search Kit, and four 40mm Launchers.

In accordance with grant guidelines, both applications were posted for public comment and no comments were received. On November 16, 2018, we received formal notification that our JAG applications for 2017 and 2018 had been approved.

FISCAL IMPACT:

The City of El Cajon has been awarded two United States Department of Justice Edward Byrne Memorial Justice Assistance Grants (2017 & 2018) totaling \$54,388. These grant funds will be appropriated to activity 225900 – Police Miscellaneous Grants. There will be no impact to the City's General Fund.

Prepared By: Julie Wiley Sr. Management Analyst

Reviewed By: Jeff Davis, Police Chief

Approved By: Graham Mitchell, City Manager



City Council Agenda Report

Agenda Item 5.

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Street Light - Transit Facility Improvements Project Acceptance

RECOMMENDATION:

That the City Council:

1. Accepts the Street Light - Transit Facility Improvements 2018 Project, PW3632 (Bid No. 024-18); and
2. Authorizes the City Clerk to record a Notice of Completion and release the bonds in accordance with the contract terms.

BACKGROUND:

On February 27, 2018, the contract for the Street Light - Transit Facility Improvements was awarded by City Council Resolution No. 010-18 to LNR Engineering & Construction, Inc. The project involved the installation of six (6) new public street light standards with City furnished Light Emitting Diode (LED) luminaires on Marshall Avenue, between Palm Avenue and El Cajon Boulevard. Quantities and payments have been finalized and there are no pending claims.

FISCAL IMPACT:

The total construction expenditure for this contract is \$70,450.00, funded by the Transportation Development Act (TDA) funds.

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



City Council
Agenda Report

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: CalRecycle Beverage Container Recycling Program

RECOMMENDATION:

That the City Council:

1. Adopts the next Resolution in order, and authorizes the City Manager to apply for Beverage Container Recycling City/County Payment Program funds in the amount of \$26,286 from the State of California Department of Resources Recycling and Recovery;
2. Appropriates Beverage Container Recycling City/County Payment Program 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 Payment Program agreement and all such other documents necessary to obtain the Beverage Container Recycling funds, in such form as approved by the City Manager with approval of the City Attorney.

BACKGROUND:

At its last meeting, the City Council adopted Resolution No.120-18 for participation in the CalRecycle Beverage Container Recycling Grant (Payment Program). However, the State agency CalRecycle requires that the resolution includes the verbiage "Payment Program" rather than "Grant." This corrects the prior action taken on December 11, 2018 and replaces the resolution to include the required language.

The Beverage Container Recycling funds 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 for activities 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 of funding will be appropriated in the Beverage Container Recycling 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

Attachments

Resolution

RESOLUTION NO. -19

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL CAJON
AUTHORIZING SUBMITTAL OF APPLICATION FOR
PAYMENT PROGRAMS AND RELATED AUTHORIZATIONS

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery ("CalRecycle") has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

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

1. The City Manager of the City of El Cajon (the "City Manager") is authorized to submit an application to CalRecycle for any and all payment programs offered; and
2. BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; and
3. BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

01/08/19 CC Meeting

CalRecycle Application Payment Program 121818



**City Council
Agenda Report**

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Nahid Razi, Purchasing Agent
SUBJECT: Purchase of Fire Engine

RECOMMENDATION:

That the City Council adopts the next Resolution in order, and authorizes the Purchasing Agent, in accordance with Municipal Code 3.20.010(C)(5), to execute an agreement with Pierce Manufacturing, Inc. for the purchase of a Pierce Triple Combination Pumper in the amount of \$758,566.37.

BACKGROUND:

On June 26, 2018, the City Council approved the vehicle replacement budget, which included the replacement of a 12-year old fire engine pumper. On December 11, 2018, the City Council authorized an increase to the budgeted fire engine due to an unforeseen price increase. Pierce Manufacturing, Inc. is the supplier of standardized fire engine equipment for Heartland Fire and Rescue fleet because the equipment has proven to be very reliable with minimal down time for repairs.

The City of Los Angeles awarded RFQ No. 4828 – Fire Truck, Triple Combination Apparatus on June 1, 2016 to Pierce Manufacturing, Inc. Upon review of the City of Los Angeles’s bid for fire engines, it was determined that the equipment available under this contract will meet the needs of the City and is compatible with existing equipment.

The City of Los Angeles bid allowed the successful bidder to permit other public agencies to "piggyback" onto its bid award. Piggybacking is a type of intergovernmental cooperative purchase in which an agency is extended the same pricing and terms of a competitively-bid contract entered into by another agency. Municipal Code 3.20.010(C)(5) authorizes the city to acquire equipment in cooperation with another agency.

FISCAL IMPACT:

The fiscal impact of this purchase is \$758,566.37. Sufficient funds are available in the Fiscal Year 2018-19 Annual Budget Vehicle/Equipment Replacement (605000).

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

Attachments

Resolution

RESOLUTION NO. -19

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON APPROVING
THE PURCHASE OF A FIRE ENGINE PUMPER

WHEREAS, on June 26, 2018, the City Council approved the vehicle replacement budget for the City of El Cajon (the "City"), which included the replacement of a 12-year old fire engine pumper (the "Apparatus"); and

WHEREAS, on December 11, 2018, the City Council authorized an increase to the budgeted Apparatus due to an unforeseen price increase; and

WHEREAS, Pierce Manufacturing, Inc. ("Pierce") is the supplier of standardized fire engine equipment for Heartland Fire and Rescue fleet because the equipment has proven to be very reliable with minimal down time for repairs; and

WHEREAS, the City of Los Angeles ("Los Angeles") awarded RFQ No. 4828 – Fire Truck, Triple Combination Apparatus on June 1, 2016 to Pierce, and upon review of the Los Angeles' bid for fire engines, it was determined that the equipment available under this contract will meet the needs of the City and is compatible with existing equipment; and

WHEREAS, Los Angeles' bid allowed the successful bidder to permit other public agencies to "piggyback" onto its bid award, which allows the City to acquire the Apparatus by utilizing section 3.20.010(C)(5) of the El Cajon Municipal Code ("ECMC"); and

WHEREAS, the City Council believes it to be in the City's best interests to authorize the Purchasing Agent, in accordance with ECMC section 3.20.010(C)(5), to execute an agreement with Pierce for the purchase of a Pierce Triple Combination Pumper in the amount of \$758,566.37.

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 purchase of a Pierce Triple Combination Pumper in the amount of \$758,566.37, and authorizes the City's Purchasing Agent to execute an agreement with Pierce Manufacturing, Inc., with such changes or amendments as maybe approved by the City Manager.



City Council
Agenda Report

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Anthony Shute, Director of Community Development
SUBJECT: Notice to Vacate and Summary Abatement at 743 El Cajon Boulevard

RECOMMENDATION:

That the City Council:

1. Opens the public hearing and receives testimony;
2. Closes the public hearing;
3. Deems appropriate the Building Official/Fire Marshal's actions in this case;
4. Directs staff to monitor the condition of the property and release power when code violations have been corrected;
5. Invoices the property owner of record for administrative costs and staff time totaling \$6,616.95 to be paid within 90 days; and
6. Places a tax lien if City costs are not paid.

BACKGROUND:

On November 12, 2018, code compliance staff visually inspected an illegal marijuana dispensary and immediately notified the Building Official/Fire Marshal of magnetic door locking mechanisms at the subject property. This is a violation of California Building Code section 1010.1.9.9, adopted by El Cajon Municipal Code section 15.04.010, which requires that these types of locks be installed with overrides and other safety features that must be confirmed with an inspection following the issuance of a building permit. It is important to note that this type of locking system "restrains" the public from exiting a building in the case of an emergency. In this case, egress from exit doors is unavailable unless a dispensary employee pushes a button to operate the magnetic lock. Alteration to an exit door system which restrains the ability of building occupants to exit in an emergency is considered to be an immediate hazard to the building occupants.

On November 13, 2018, the Building Official/Fire Marshal requested SDG&E remove the electrical meter to the illegal marijuana dispensary in order to de-energize the magnetic door locking mechanisms. SDG&E served the business owner with a seven day notice of discontinuance and the meter was removed on November 27, 2018. On November 29, 2018, Heartland Fire responded to a call for emergency service at the subject property and found a generator operating inside the building that was powering lights and magnetic locks. The generator was venting inside which caused three people to become ill with carbon monoxide poisoning. One person was transported to the hospital for medical treatment. The El Cajon Police Department confiscated the generator and notified the Building Official/Fire Marshal of the existence of dangerous conditions at the site. On November 29, 2018, a Notice to Vacate

was posted on the property and the City's Public Works staff boarded the building. On December 1, 2018, Police found the marijuana dispensary operating in the building. Police obtained a warrant and confiscated illegal marijuana products and the building was boarded again. The property owner has since taken control of the property and is working to obtain permits to legalize all illegal construction.

In order to recover the City's cost associated with its response to the violation, staff recommends that the City Council take actions identified in this report.

FISCAL IMPACT:

Administrative Costs	\$615.00
Community Development Staff Time	\$883.52
Public Works Staff Time and Boarding Material Costs	\$3,254.46
Fire Department Staff Time	\$1,863.97
Total	\$6,616.95

Prepared By: Dan Pavao, Deputy Director Community Development

Reviewed By: Anthony Shute, Director of Community Development

Approved By: Graham Mitchell, City Manager

Attachments

Magnetic door locks - photo

Open Electrical Panel - photo

Wiring to generator - photo

Wiring to generator - photo 2

Generator box - photo

Wiring debris - photo

Illegally installed magnetic door locks.





Open electrical panel
with exposed wiring
and generator splice.





Illegal Wiring to generator (actual generator was removed by PD before this photograph was taken)



Wiring to generator
and possible fuel spill

CHAMPION
GLOBAL POWER EQUIPMENT
Made in Mexico 100%

DUAL FUEL

9000 PEAK WATTS
VATIOS MÁXIMOS

7000 RUNNING WATTS
VATIOS CONTINUOS



Runs on **GAS** or **PROPANE**
straight out of the box.
Funciona con **GAS** o **PROPANO**
rodén saliendo de la caja.

ELECTRIC START GENERATOR
GENERADOR ENCENDIDO ELECTRICO

8 HOURS OF RUNTIME
HORAS DE OPERACION

74 DBA**
DECIBELIOS

TOUCH START

Starts without the need for an electric start.
Enciende sin necesidad de encendido eléctrico.

CLEAN POWER

Doesn't overload sensitive electronics.
No sobrecarga los electrodomesticos sensibles.

VOLT GUARD

Protects against voltage sags.
Protege contra los bajones de voltaje.

COLD START

Starts easily in cold weather.
Enciende fácilmente en climas fríos.



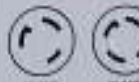
Power up the **SAME TIME** / Opciones a la **MISMA VEZ**



or **INDIVIDUALLY** / o **INDIVIDUALMENTE**



INCLUDED ACCESSORIES



30 AMP
120 V AC
40 AMP
120 V AC



200 WATT
120 V AC



10 FT. EXTENSION CORD
CABLE DE ALARGAMIENTO DE 11
PIES (3.05 M)



1 FT. PROPANE HOSE
MANGUERA DE PROPANO DE 1 FT.



Spark Plug
Bujía para motor



Battery for
AUTO START

QTY: 1 SET



Box left on site from generator



Wiring debris from illegal wiring splices.



**City Council
Agenda Report**

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: City of El Cajon Complete Streets Policy

RECOMMENDATION:

That the City Council adopts the next Resolution, in order, to establish a Complete Streets Policy. The Complete Streets Policy will establish guiding principles and practices so that transportation improvements are planned, designed, constructed, operated, and maintained, in order to encourage walking, bicycling, and transit use while promoting safe operations for all users.

BACKGROUND:

The adoption of a Complete Streets Policy will provide guidance to City staff to create a safe and efficient transportation system that promotes the health and mobility of all El Cajon residents and visitors by providing high quality vehicle, pedestrian, bicycling, and transit access to destinations throughout the City. The design guidelines incorporated in this policy are guidelines that the City has already been using in practice. The City will provide for the needs of motorists, delivery of goods, pedestrians, bicyclists, and transit users of all ages and abilities in planning, design, construction, and maintenance activities. By adopting a formal Complete Streets Policy, the City will be eligible for grants, improve mobility and connectivity through its transportation corridors, promote community healthy living and well-being, improve air quality, increase safety, and enhance neighborhoods and businesses.

CALIFORNIA ENVIRONMENTAL QUALITY ACT:

This action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines. It is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and this project does not have the potential for causing a significant effect on the environment.

FISCAL IMPACT:

There is no fiscal impact associated with this action.

REPORT:

The California Complete Streets Act 2008, (Stats. 2008 Ch. 657; AB 1358) requires cities and counties to adopt complete streets policies as part of their general plans so that roadways are designed to safely accommodate all users, including bicyclists, pedestrians, transit riders, children, senior citizens, and disabled persons, as well as motorists. The concept has gained recognition and acceptance not just in California but across the nation with more than 1,140 agencies at the local, regional, and state levels have adopted complete streets policies according to the National Complete Streets Coalition which is part of non-profit, non-partisan, organization named "Smart Growth America" based in Washington, D.C.

The proposed Complete Streets Policy is comprised of the following categories:

- 1) Jurisdictional Authority;
- 2) Roadway Network/Connectivity;
- 3) Phasing of Complete Streets;
- 4) Design of Complete Streets;
- 5) Context Sensitivity of Complete Streets;
- 6) Implementation of Complete Streets;
- 7) Performance Measures of Complete Streets; and
- 8) Exception to Complete Streets.

Additionally, the San Diego Association of Governments (SANDAG) supports the efforts of local agencies to adopt Complete Streets policies and offers grant funding to promote "Smart Growth" in their respective communities. SANDAG has also addressed Complete Streets on all local projects funded under the TransNet Extension Ordinance. SANDAG's Board Policy No. 31 requires routine accommodation of bicyclists and pedestrians for all TransNet funded projects in the County. SANDAG has also identified that a local Complete Streets Policy be adopted as a prerequisite to obtain grant funding. To date, fourteen of the eighteen cities in the County have adopted Complete Streets policies into their General Plans. Staff recommends that the City Council adopt the new Complete Streets policy in order to comply with local, regional, and State adopted transportation policies.

Attachments

Complete Streets Technical Memorandum

Resolution

Draft Policy

Technical Memorandum City of El Cajon Complete Streets Policy

Background

The California Complete Streets Act 2008, State Assembly Bill (AB 1358) requires cities and counties to adopt complete streets policies as part of their general plans so that roadways are designed to safely accommodate all users, including bicyclists, pedestrians, transit riders, children, senior citizens, and disabled persons, as well as motorists. The concept has gained recognition and acceptance not just in California but across the nation with more than 1,140 agencies at the local, regional, and state levels have adopted complete streets policies according to National Complete Streets Coalition which is part of non-profit, non-partisan, organization named “Smart Growth America” based in Washington, D.C.

Additionally, the San Diego Association of Governments (SANDAG) supports the efforts of local agencies to adopt Complete Streets policies and offers grant funding to promote “Smart Growth” in their respective communities. SANDAG has also addressed Complete Streets on all local projects funded under the *TransNet* Extension Ordinance. SANDAG’s Board Policy No. 31 requires routine accommodation of bicyclists and pedestrians for all *TransNet* funded projects in the County. SANDAG has also identified that a local Complete Streets Policy be adopted as a prerequisite to obtain grant funding. To date, fourteen (14) of the eighteen (18) local cities have adopted Complete Streets policies into their General Plans.

Benefits of Complete Streets

Complete Streets offer many benefits to a community, regardless of size or location. They can add lasting value by supporting multiple categories of benefits, including economic development, safety, mobility, access, and environmental benefits including health.

From an economic development perspective, a balanced transportation system that includes Complete Streets can bolster economic growth and stability. A Complete Streets network can improve and encourage smart growth and create an environment that attracts more people to the street. A balanced transportation system can bolster economic development by providing accessible and efficient connections. A commercial area that is accessible and attractive for all modes of travel is vital to create jobs, spur private investment, increase tax revenue, and encourage new businesses.

There are fiscal savings to building a complete streets network as well, since facilities can cost less to build and maintain, as roadways require less asphalt and tend to have a longer design life, thus reducing the cost of road paving. Complete Streets also create more value because they serve non-motorists without sacrificing vehicular flow. Projects that incorporate bicycling and pedestrian facilities create more jobs than roadway only projects.

Complete Streets improves transportation safety by encouraging slower speeds through good design and the construction of proven safety countermeasures. A Federal Highway Administration (FHWA) review of the effectiveness of a wide variety of measures to improve pedestrian safety found that simply painting crosswalks on wide high-speed roads does not reduce pedestrian crashes. Measures, however, that design the street with pedestrians in mind such as wider sidewalks, raised medians, better bus stop placement, traffic-calming measures, and treatments for travelers with disabilities all improve pedestrian safety.

Complete Streets may also improve public health, as well, by incorporating features that promote regular walking, bicycling, and transit use. As part of daily travels, increased physical activity can prevent chronic diseases. There are environmental benefits, including noise reduction and greenhouse gas emissions reductions. Complete Streets introduce trees and landscaping that provides shade from the sun, reduces air pollution, and treats storm-water on-site.

California Senate Bill 375 (Chapter 728, Statutes of 2008) directs the California Air Resources Board to set regional targets for reducing greenhouse gas emissions. Complete streets offers the opportunity for lower total energy use when coupled with compact, mixed-use development. By changing some trips from vehicular to active transportation, greenhouse gas and carbon dioxide emissions can be reduced. The figure below depicts a typical “Complete Street” that encompasses all modes of transportation.



City of El Cajon Roadways - Circulation Element

As part of the General Plan, the Circulation Element establishes the City’s street classification system. This designated roadway system provides a policy direction and design standards to support future decisions regarding improvements to the public right-of-way. These roadway classifications are also used to assist in the regulation of speed limits and other traffic safety control methods. The City of El Cajon is mostly built-out and there are few opportunities to add new streets or change the function of the existing

street network. Encouraging Complete Streets while working within our existing street classifications are ways to increase mobility throughout the City. For context purposes, Table 1 below is a snapshot of the City’s roadway classification system:

Table 1 –Summary of Street Classifications			
Rank	Street Classification	# of Miles	Percent of Street Network
1	Primary Arterial	30	15%
2	Secondary Arterial	23	12%
3	Collector Street	15	8%
4	Local Residential	119	61%
5	Alley	8	4%
	Total	195	100%

Complete Streets Implementation Process

Complete Streets can be achieved with a variety of policies, including ordinances and resolutions; rewrites of design manuals; inclusion in community and general plans; internal memos from directors of transportation agencies; policies adopted by city and county councils; and executive orders from elected officials. An effective Complete Streets policy, however, requires three main components: that it is developed with the perspectives of a broad group of stakeholders, sets a clear policy direction, and creates a path for implementation.

A Complete Streets policy sets the high-level direction to change the everyday decision-making processes and procedures, so that transportation professionals consistently approach any changes to the right-of-way as opportunities to accommodate all anticipated users. The most effective policies are those that become part of the everyday institutional culture.

Contents of a Complete Streets Policy

The National Complete Streets Coalition has identified ten key elements to include in a Complete Streets policy:

1. **Vision and intent:** Includes an equitable vision for how and why the community wants to complete its streets. Specifies need to create complete, connected, network and specifies at least four modes, two of which must be biking or walking.
2. **Diverse users:** Benefits all users equitably, particularly vulnerable users and the most underinvested and underserved communities.
3. **Commitment in all projects and phases:** Applies to new, retrofit/reconstruction, maintenance, and ongoing projects.
4. **Clear, accountable expectations:** Makes any exceptions specific and sets a clear procedure that requires high-level approval and public notice prior to exceptions being granted.
5. **Jurisdiction:** Requires interagency coordination between government departments and partner agencies on Complete Streets.

6. **Design:** Directs the use of the latest and best design criteria and guidelines and sets a time frame for their implementation.
7. **Land use and context sensitivity:** Considers the surrounding community's current and expected land use and transportation needs.
8. **Performance measures:** Establishes performance standards that are specific, equitable, and available to the public.
9. **Project selection criteria:** Provides specific criteria to encourage funding prioritization for Complete Streets implementation.
10. **Implementation steps:** Includes specific next steps for implementation of the policy.

Fiscal Impact & Recommendation

Many Complete Streets improvements are modest in size and cost and there are many funding and grant opportunities available through SANDAG and Caltrans/FHWA. For example, the City will receive over \$5.4 million dollars from SANDAG Smart Growth funds to install two Complete Streets projects on El Cajon Boulevard, Johnson Avenue, West Main Street, Marshall Avenue which entails wider sidewalks, new street lighting and landscape improvements. The City also received a \$625,000.00 grant from Caltrans to restripe Washington Avenue from Third Street to Granite Hills Drive from four travel lanes to two travel lanes with a two-way center turning lane, add new bicycle lanes and designated parking lanes. This project will also install twenty-two (22) new street lights and install new crosswalks with flashing warning beacons to make this facility more pedestrian and bicycle friendly.

The City's current TransNet program requires routine accommodation of bicyclists and pedestrians and currently uses this opportunity to install new ADA compliant pedestrian curb ramps, install new and repair existing sidewalks, and install new bicycle lanes on roadway improvement projects. This means that small and routine tasks such as restriping and updating signal timing not just the larger construction and reconstruction projects provide opportunities to implement Complete Streets. Many small, low-cost improvements can, when thoughtfully implemented over time, create a much friendlier and safer environment for everyone and there would be no impact to the General Fund.

Based on the discussion contained in this Complete Streets technical memorandum, staff recommends that the attached Complete Streets Policy be adopted by City Council.

RESOLUTION OF THE CITY OF EL CAJON ADOPTING A
COMPLETE STREETS POLICY FOR THE CITY OF EL CAJON

WHEREAS, the Complete Streets Act of 2008 (stats. 2008, Chap. 657) describes a comprehensive, integrated transportation network with design and infrastructure that allows for the safe and convenient travel for all modes of transportation; and

WHEREAS, the City of El Cajon (the "City") will provide for the needs of drivers, transit users, bicyclists, and pedestrians for all ages and abilities in all planning, design, construction, retrofits, operations, and maintenance activities; and

WHEREAS, the City Council desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best guidelines and standards; and

WHEREAS, the objectives of the Complete Streets Act may be achieved through single projects or incrementally through a series of smaller improvements or maintenance and operation activities over time; and

WHEREAS, many local jurisdictions have developed and adopted formal policies to direct their transportation planners and engineers to routinely design and operate the entire right of way to enable safe access for all users; and

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

1. The City will apply this Complete Streets Policy to all roadway projects, including those involving new construction, reconstruction, retrofits, repaving, rehabilitation, or changes in the allocation of pavement space on an existing roadway, as well as those that involve new privately built roads and easements intended for public use.
2. That as existing roadways are reconstructed and new roadways are built, the City will assess how the needs of all users can be integrated in the street design based on local context and street characteristics.
3. That when planning and designing complete streets that the City follows its General Plan Circulation Element as well as the latest Active Transportation Plan, Sidewalk Master Plan, and other pertinent planning studies.
4. That the City shall recognize the needs of all segments of the population, including people with disabilities, elderly, youth and provide increased opportunity for their mobility.

5. That the City shall connect streets, pedestrian trails, and transit to provide complete mobility locally and regionally, with priority funding and maintenance going toward those improvements which complete the local and regional circulation network.
6. That the City develops a complete and connected street network with sidewalks, pedestrian crossings, paths, and bike lanes that are convenient and attractive, with a variety of routes in pedestrian oriented areas throughout the City.
7. That the City develops performance measures to account for the total amount of miles of on-street bicycle facilities, total miles of sidewalk, total number of feet of missing sidewalk and non ADA compliant pedestrian curb ramps along City streets, total number of street trees planted along City streets, review and document annual capital and maintenance projects to ensure the integration and accommodation of all modes of transportation.
8. That the City has developed a draft Complete Streets Policy, which follows the suggested framework of the National Complete Streets Coalition and includes design criteria, context sensitivity, performance metrics, and initial implementation actions.

BE IT FURTHER RESOLVED that the City Council of the City of El Cajon does hereby adopt the Complete Streets Policy, attached hereto as Exhibit "A" and incorporated herein by this reference.

01/08/19 CC Agenda

Adoption of Complete Streets Policy for City 121918

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT:	Complete Streets Policy		POLICY
			D-8
REFERENCE:	Adopted 01/08/2019	EFFECTIVE	PAGE
		02/01/2019	1 of 4

PURPOSE

The objective of this Complete Streets policy is to establish guiding principles and practices so transportation improvements are planned, designed, constructed, operated, and maintained to encourage walking, bicycling, and transit use while promoting safe operations for all users.

BACKGROUND

The City will create a safe and efficient transportation system that promotes the health and mobility of all El Cajon residents and visitors by providing high quality pedestrian, bicycling, and transit access to all destinations throughout the City, and will design its streets for people, with beauty and amenities. The City will provide for the needs of drivers, transit users, bicyclists, and pedestrians of all ages and abilities in planning, design, construction, reconstruction, retrofit, operations, and maintenance activities and products.

The City will enhance the safety, access, convenience, and comfort of all users of all ages and abilities. The City understands that children, seniors, and persons with disabilities will require special accommodations.

POLICY

Jurisdictional Authority

- a) This policy is intended to cover all development and redevelopment in the public domain and on all public streets in El Cajon but will also focus on regional connectivity.
- b) The City will require all developers and builders to comply with applicable City Public Works standards.
- c) The City will work closely with Caltrans, County of San Diego Public Works, San Diego Metropolitan Transit Services (MTS), SANDAG, and adjacent jurisdictions to promote compliance.

Roadway Network/Connectivity

- a) The City will design, operate, and maintain a transportation network that provides a connected network of facilities accommodating all modes of travel.
- b) The City will actively look for opportunities to repurpose its rights-of-way to enhance connectivity for pedestrians, bicyclists, and transit.
- c) The City will focus non-motorized connectivity to services, schools, parks, civic uses, regional connections, and commercial/retail uses.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

<i>SUBJECT:</i> Complete Streets Policy		<i>POLICY</i> D-8
<i>REFERENCE:</i> Adopted 01/08/2019	<i>EFFECTIVE</i> 02/01/2019	<i>PAGE</i> 2 of 4
<p>d) The City will require new and redevelopment projects to provide interconnected street networks with small blocks.</p> <p><u>Phasing of Complete Streets</u></p> <p>a) The City, to its best ability, will apply this policy to all roadway projects, including those involving new construction, reconstruction, retrofits, repaving, rehabilitation, or changes in the allocation of pavement space on an existing roadway, as well as those that involve new privately built roads and easements intended for public use.</p> <p>b) Complete Streets may be achieved through single projects or incrementally through a series of smaller improvements or maintenance and operation activities over time.</p> <p><u>Design of Complete Streets</u></p> <p>a) The City shall adopt the latest best practices and principles of Complete Streets and incorporate this into the planning, funding, design, construction, operation, and maintenance of new and modified streets in El Cajon while remaining flexible to the unique circumstances of different streets where sound engineering and planning judgement will produce context sensitive designs.</p> <p>b) Provide well designed pedestrian accommodations on all streets and crossings. Pedestrian accommodations can take numerous forms, including but not limited to traffic signals, intersection bulb-outs, curb extensions, sidewalks, shared-used pathways, new ADA pedestrian curb ramps, etc.</p> <p>c) Provide well designed bicycle accommodations along on all streets. Bicycle accommodations can take numerous forms, including but not limited to bicycle lanes, bicycle routes on low volume streets, buffer zones, shared-used pathways, etc.</p> <p>d) Where physical conditions warrant, landscaping/trees shall be incorporated whenever a street is reconstructed.</p> <p><u>Context Sensitivity of Complete Streets</u></p> <p>a) The City will plan its streets in harmony with the adjacent land uses and neighborhoods and solicit input from local stakeholders during the planning process.</p> <p>b) The City will design its streets with a strong sense of place and will use architecture, landscaping, streets scapes, public art, signage, etc. to reflect the community and neighborhood.</p>		

**CITY OF EL CAJON
CITY COUNCIL POLICY**

<i>SUBJECT:</i>	Complete Streets Policy		<i>POLICY</i> D-8
<i>REFERENCE:</i>	Adopted 01/08/2019	<i>EFFECTIVE</i> 02/01/2019	<i>PAGE</i> 3 of 4

- c) The will coordinate street improvements with merchants along retail and commercial corridors to develop vibrant and livable districts.
- d) The City will implement sustainable stormwater best management strategies in the planning and design of Complete Streets.

Implementation of Complete Streets

- a) The City will evaluate annually its Capital Improvement Program and encourage the implementation of bicycle, pedestrian, and transit related improvement projects.
- b) The City will incorporate Complete Streets principles into the City's General Plan, Circulation Element, Active Transportation Plan, Sidewalk Master Plan, and other pertinent documents and regulations.
- c) The City will maintain comprehensive Geographical Information System (GIS) inventory of the pedestrian and bicycling facility infrastructure and will prioritize projects to eliminate gaps in the pedestrian and bicycle networks.
- d) The City will incorporate the latest Stormwater Management policies to transition to sustainable stormwater management practices along our streets.
- e) Coordinate with other City departments to promote the most responsible and efficient use of fiscal resources for activities that occur within the public right-of-way.
- f) The City will actively seek sources of appropriate local, state, and federal funding to implement Complete Streets projects.

Performance Measures to Complete Streets

The City will develop the following performance measures to evaluate this policy on an ongoing basis:

- Total amount of miles of on-street bicycle facilities that are existing and planned.
- Total number of feet of missing sidewalk and/or non the number of ADA compliant curb ramps on City streets.
- Percentage of new street projects that have accommodated all modes of transportation.
- Number of new street trees planted and landscaping that has been added on City streets.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

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Exception to Complete Streets

- a) If a project involves only ordinary or emergency maintenance activities designed to keep assets in a serviceable condition such as cleaning, sweeping, spot repair, concrete joint repair, pothole filling, landscaping, or when interim measures are implemented on a temporary detour or haul routes.
- b) The City Council may exempt a project due to excessive and disproportionate cost of establishing a bikeway, walkway, or transit enhancement as part of a project or where it is not practically feasible or cost effective to implement the provisions of this policy.
- c) The Director of Public Works determines the construction is not practically feasible or cost effective because of significant or adverse environmental impacts to storm drain systems, native vegetation, wetlands, or other critical areas, or due to impacts on neighboring land uses, including impact from right-of-way acquisitions.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT: Complete Streets Policy	POLICY D-8	
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PURPOSE

The objective of this Complete Streets policy is to establish guiding principles and practices so transportation improvements are planned, designed, constructed, operated, and maintained to encourage walking, bicycling, and transit use while promoting safe operations for all users.

BACKGROUND

The City will create a safe and efficient transportation system that promotes the health and mobility of all El Cajon residents and visitors by providing high quality pedestrian, bicycling, and transit access to all destinations throughout the City, and will design its streets for people, with beauty and amenities. The City will provide for the needs of drivers, transit users, bicyclists, and pedestrians of all ages and abilities in planning, design, construction, reconstruction, retrofit, operations, and maintenance activities and products.

The City will enhance the safety, access, convenience, and comfort of all users of all ages and abilities. The City understands that children, seniors, and persons with disabilities will require special accommodations.

POLICY

Jurisdictional Authority

- a) This policy is intended to cover all development and redevelopment in the public domain and on all public streets in El Cajon but will also focus on regional connectivity.
- b) The City will require all developers and builders to comply with applicable City Public Works standards.
- c) The City will work closely with Caltrans, County of San Diego Public Works, San Diego Metropolitan Transit Services (MTS), SANDAG, and adjacent jurisdictions to promote compliance.

Roadway Network/Connectivity

- a) The City will design, operate, and maintain a transportation network that provides a connected network of facilities accommodating all modes of travel.
- b) The City will actively look for opportunities to repurpose its rights-of-way to enhance connectivity for pedestrians, bicyclists, and transit.
- c) The City will focus non-motorized connectivity to services, schools, parks, civic uses, regional connections, and commercial/retail uses.

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT: Complete Streets Policy	POLICY D-8	
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**CITY OF EL CAJON
CITY COUNCIL POLICY**

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- b) The City will design its streets with a strong sense of place and will use architecture, landscaping, streets scapes, public art, signage, etc. to reflect the community and neighborhood.
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**CITY OF EL CAJON
CITY COUNCIL POLICY**

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- Percentage of new street projects that have accommodated all modes of transportation.
- Number of new street trees planted and landscaping that has been added on City streets.

DRAFT

**CITY OF EL CAJON
CITY COUNCIL POLICY**

SUBJECT: Complete Streets Policy	POLICY D-8	
REFERENCE: Adopted 01/08/2019	EFFECTIVE 02/01/2019	PAGE 5 of 5

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DRAFT



City Council
Agenda Report

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Dirk Epperson, Director of Public Works
SUBJECT: Amended and Restated Wastewater Disposal Agreement

RECOMMENDATION:

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

1. Approve the Amended and Restated Wastewater Disposal Agreement; and
2. Authorize the Mayor to Sign the Agreement.

BACKGROUND:

The City of El Cajon, along with eleven other participating agencies, is a partner in the Metropolitan Sewerage System (Metro System) to transport and treat the region's wastewater. The partnership is formed by way of the Regional Wastewater Disposal Agreement. The Agreement creates the Metropolitan Wastewater Commission (Metro Commission) and defines the relationship between the participating agencies (PAs) and the City of San Diego. Each participating agency has representation on the Metro Commission. The Regional Wastewater Disposal Agreement stipulated that the City of San Diego is the owner of the Metropolitan Wastewater System and that all decisions with respect to the planning, design, construction, operation and maintenance shall rest with the City of San Diego in consultation with the Metro Commission.

The stated purposes of the 1998 Agreement were to:

1. replace the prior existing sewage disposal agreements between the City of San Diego and the PAs;
2. provide certain contract rights to capacity in the Metro System to the PAs;
3. establish a mechanism to fund the planning, design, construction, operation and maintenance of the Metro System by the City of San Diego and the PAs as necessary to provide hydraulic capacity, and to comply with applicable law with generally accepted engineering practices; and
4. establish a system of charges which allocates the costs of the planning, design and construction of wastewater conveyance, treatment and disposal facilities as are necessary on a fair and equitable basis.

It is important to understand the history of the Metro System and the Point Loma Wastewater Treatment Plant. The Point Loma facility was constructed in 1963 and is the backbone of the Metro System. El Cajon contributes seven million gallons of wastewater each day to the system.

The federal Clean Water Act requires all dischargers to treat wastewater to “secondary” level. Currently, Point Loma does not meet the full requirements of the federal Clean Water Act. Point Loma treats 150 million gallons of wastewater each day to an “advanced primary” level. The City of San Diego is able to do this through a National Pollutant Discharge Elimination System (NPDES) Permit from the Environmental Protection Agency (EPA). Each permit term is for a five-year period. As the City of San Diego applies for a new permit each term, there is doubt cast on whether a permit will be re-issued.

Even though Point Loma has demonstrated through twenty years of extensive ocean monitoring that there is no harm to the environment, there has been consistent political pressure to convert Point Loma from an advanced primary wastewater treatment plant to a secondary wastewater treatment plant. Further, the California Coastal Commission has threatened San Diego in the past, that it should not continue to assume that it will be granted waivers.

All of this uncertainty creates a significant amount of risk and instability for not only San Diego but all twelve participating agencies in the Metro System. This past political pressure has led to a number of projects that San Diego has agreed to implement in return for permit support from the environmental community.

Pure Water and Secondary Equivalency

In an attempt to avoid spending billions of dollars on converting Point Loma to a secondary treatment plant, a strategy was developed referred to as Pure Water San Diego. The strategy would offload wastewater flows from Point Loma to other facilities in the Metro System. This would allow Point Loma to operate within the federal Clean Water Act. The offloaded wastewater would be treated to a higher standard and used to recharge water reservoirs for drinking water. This strategy has been agreed to by the major environmental stakeholders (e.g. Surfrider, Coastkeeper, Audubon Society and Coastal Environmental Rights Foundation).

The Pure Water program requires a significant financial investment from wastewater ratepayers—these costs will be reflected in future water rates. The significant cost is one of the reasons for exploring the East County Advanced Water Purification Program.

FISCAL IMPACT:

The Amended and Restated Wastewater Disposal Agreement provides for continued use of the Metropolitan Sewage System for wastewater discharge. In Fiscal Year 2018, total cost for use of the system totaled approximately \$10 million.

REPORT:

Staff from the City of San Diego and from the participating agencies have been meeting since 2014 to discuss how to implement the Pure Water program and how to allocate costs. These conversations have resulted in the development of the Amended and Restated Wastewater Disposal Agreement, which is attached to this report.

The primary discussion point has been how to fairly allocate construction costs between wastewater customers (San Diego and PA customers) and water customers (just San Diego customers). A series of deal points have been agreed upon to define the cost allocation principals.

The basis for financial discussions began with the cost of converting Point Loma to secondary treatment. This was the assumed worst case scenario for the sewer ratepayer. Because this was the worst case scenario, a financial cap is included in the Amended and Restated Wastewater Disposal Agreement that limits future sewer ratepayer financial exposure.

The current cost estimate to convert Point Loma to secondary treatment is \$1.8 billion. The cost estimate for Pure Water Phase 1 is currently \$1.388 billion and is split \$542 million in wastewater costs (39%) and \$846 million in water costs (61%). El Cajon's portion of the wastewater costs is approximately 4.28% or \$ 23.2 million. The financial cap in the Amended and Restated Agreement limits El Cajon's long-term Pure Water financial exposure to \$77.04 million.

Also, the Amended and Restated Wastewater Disposal Agreement includes measures for the City of San Diego and the PAs to cooperate, coordinate, and negotiate in good faith with the City of El Cajon, San Diego County Sanitation District, and Padre Dam Municipal Water District on issues that relate to the East County Advanced Water Purification Program.

The Metro Commission voted in favor of supporting the Amended and Restated Wastewater Disposal Agreement at its regular meeting on August 2, 2018. The City of San Diego approved the Agreement on December 4, 2018, at the same meeting as it considered authorization to proceed with the construction for Pure Water Phase 1. The City of San Diego City Council adopted a Resolution providing authority to Mayor Faulkner to award over \$1 billion in Pure Water program expenditures. To date, the Amended and Restated Wastewater Disposal Agreement has been approved by most of the parties.

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

Reviewed By: Dirk Epperson, Director of Public Works

Approved By: Graham Mitchell, City Manager

Attachments

Agreement

Resolution

October 23, 2018 Version

AMENDED AND RESTATED
REGIONAL WASTEWATER DISPOSAL AGREEMENT
BETWEEN
THE CITY OF SAN DIEGO
AND
THE PARTICIPATING AGENCIES
IN
THE METROPOLITAN SEWERAGE SYSTEM

AMENDED AND RESTATED
REGIONAL WASTEWATER DISPOSAL AGREEMENT

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Exhibits

- A. Metro Facilities
- B. Contract Capacities
- C. Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies
- D. Notice Listing
- E. Reclaimed Water Distribution System
- F. Pure Water Cost Allocation and Revenues
- G. Pure Water Capital Billing Table

AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT

THIS AMENDED AND RESTATED REGIONAL WASTEWATER DISPOSAL AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the CITY OF SAN DIEGO, a municipal corporation (“the City”); and the CITY OF CHULA VISTA, a municipal corporation; the CITY OF CORONADO, a municipal corporation; the CITY OF DEL MAR, a municipal corporation; the CITY OF EL CAJON, a municipal corporation; the CITY OF IMPERIAL BEACH, a municipal corporation; the CITY OF LA MESA, a municipal corporation; the LEMON GROVE SANITATION DISTRICT, a political subdivision of the State of California; the CITY OF NATIONAL CITY, a municipal corporation; the CITY OF POWAY, a municipal corporation; the OTAY WATER DISTRICT, a political subdivision of the State of California; the PADRE DAM MUNICIPAL WATER DISTRICT, a political subdivision of the State of California; and the SAN DIEGO COUNTY SANITATION DISTRICT, a political subdivision of the State of California (the “Participating Agencies”). The City and the Participating Agencies may be referred to herein individually as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, the City and the Participating Agencies (or their predecessors in interest) entered into that certain Regional Wastewater Disposal Agreement dated May 18, 1998 (the “1998 Agreement”), which provided, among other things, for certain contract rights to capacity in the Metropolitan Sewerage System, a system of wastewater conveyance, treatment, and disposal facilities (“Metro System”) and the establishment of a mechanism to fund the planning, design, construction, operation, and maintenance of the Metro System by the City and the Participating Agencies; and

WHEREAS, the purposes of the 1998 Agreement were: (1) to replace the prior-existing sewage disposal agreements between the City and the Participating Agencies; (2) to provide certain contract rights to capacity in the Metro System to the Participating Agencies; (3) to establish a mechanism to fund the planning, design, construction, operation and maintenance of the Metro System by the City and the Participating Agencies as necessary to provide hydraulic capacity, and to comply with applicable law and with generally accepted engineering practices; and (4) to establish a system of charges which allocates the costs of the planning, design and construction of such new wastewater conveyance, treatment and disposal facilities as are necessary solely to provide for new capacity on a fair and equitable basis; and

WHEREAS, on April 29, 2014 the San Diego City Council gave its approval and support for the Pure Water San Diego program by adoption of Resolution No. R-308906. The Resolution approved and supported the City’s efforts to develop an implementation strategy to offload wastewater flow from the Point Loma Wastewater Treatment Plant through implementation of potable reuse, resulting in effluent discharged to the Pacific Ocean being equivalent to what would be achieved by upgrading the Point Loma Wastewater Treatment Plant to a secondary treatment plant (secondary equivalency); and

WHEREAS, the City is implementing a phased, multi-year program designed to regionally produce at least 83 million gallons per day of safe, reliable potable water using new,

expanded, or modified facilities, some of which will include Metro System facilities, in order to achieve secondary equivalency at the Point Loma Wastewater Treatment Plant; and

WHEREAS, the Pure Water Program will not only benefit the City by producing repurified water, but also the Participating Agencies and their wastewater customers, especially if secondary equivalency is recognized through federal legislation amending the Clean Water Act. Specifically, implementation of the Pure Water Program will reduce wastewater discharges to the Point Loma Wastewater Treatment Plant, part of the Metro System where a large portion of the Participating Agencies' wastewater is currently treated and disposed by discharging it into the Pacific Ocean. By diverting wastewater from the Point Loma Wastewater Treatment Plant and reducing the effluent discharged into the Pacific Ocean, the City and the Participating Agencies will potentially avoid billions of dollars in unnecessary capital, financing, energy, and operating costs to upgrade the Point Loma plant to secondary treatment at full capacity. Avoiding such costs would result in significant savings for regional wastewater customers; and

WHEREAS, the Padre Dam Municipal Water District, the San Diego County Sanitation District, and the City of El Cajon have proposed a program to produce up to 12 million gallons per day of safe, reliable potable water for East San Diego County using wastewater that would otherwise be disposed of in the Metro System ("East County AWP Program"). By offloading wastewater and wastewater contents from the Point Loma Wastewater Treatment Plant, the East County AWP Program would, if implemented, help the City's and region's efforts to achieve long-term compliance with the Clean Water Act by producing a regional annual average of at least 83 million gallons per day of water suitable for potable reuse by December 31, 2035, as described in the Cooperative Agreement in Support of Pure Water San Diego entered into by the City and certain environmental stakeholders on December 9, 2014; and

WHEREAS, Section XIV, subsection B, of the 1998 Agreement provided that the Parties may amend the Agreement by a written agreement between the City and all Participating Agencies stating the Parties' intent to amend the Agreement; and

WHEREAS, in order to comprehensively and equitably address the costs and revenues associated with the Pure Water Program and the related construction, expansion, and/or modification of Metro System facilities, the City and Participating Agencies wish to amend and restate the Regional Wastewater Disposal Agreement as provided herein.

THEREFORE, in consideration of the mutual promises set forth herein, the City and the Participating Agencies agree as follows:

I. DEFINITIONS

- A. **Annual Average Daily Flow** is the number, in millions of gallons of wastewater per day ("MGD"), calculated by dividing total Flow on a fiscal year basis by 365 days.
- B. **Brine** is a waste byproduct of the demineralization process at an upstream Water Repurification System facility or a Reclaimed Water facility.
- C. **Capital Expense Rate** is the cost per acre foot that will apply if the Metro

System's Capital Improvement Costs for the Pure Water Program and/or upgrading of the Point Loma WTP to secondary treatment exceed \$1.8 billion, as further described in Exhibit F.

- D. **Capital Improvement Costs** are costs associated with the planning, design, financing, construction, or reconstruction of facilities.
- E. **Chemical Oxygen Demand or "COD"** means the measure of the chemically decomposable material in wastewater, as determined by the procedures specified in the most current edition of "Standard Methods for the Examination for Water and Wastewater," or any successor publication which establishes the industry standard.
- F. **City Water Utility PW Costs** are those Pure Water Program costs allocated to the City's water utility and therefore excluded as Metro System costs under Exhibit F.
- G. **Contract Capacity** is the contractual right possessed by each Participating Agency to discharge wastewater into the Metro System pursuant to this Agreement up to the limit set forth in Exhibit B attached hereto. Contract Capacity is stated in terms of Annual Average Daily Flow.
- H. **Flow** is the amount of wastewater discharged by the City and each Participating Agency.
- I. **Functional-Design Methodology** shall mean the process of allocating Operation and Maintenance Costs and Capital Improvement Costs to Flow and Strength parameters recognizing the benefits of both the design criteria and the primary function of a unit process.
- J. **Metro Commission** is the advisory body created under Section VIII.
- K. **Metro System Costs** are those costs set forth in Section 5.2.1.
- L. **Metro System Revenues** are those revenues set forth in Section 5.2.2.
- M. **Metropolitan Sewerage System or Metro System** shall mean and consist of those facilities and contract rights to facilities which are shown and/or described in Exhibit A attached hereto and incorporated by this reference, including any amendments thereto authorized by this Agreement.
- N. **Municipal System** shall mean the City's wastewater collection system, which consists of pipelines and pump stations, that collects wastewater within the City of San Diego and conveys it to the Metropolitan Sewerage System for treatment and disposal.
- O. **New Capacity** is the capacity to discharge wastewater outside the Metro System, above the Contract Capacity set forth in Exhibit B attached hereto.

- P. **New Contract Capacity** is the capacity to discharge wastewater into the Metro System, above the Contract Capacity set forth in Exhibit B attached hereto.
- Q. **North City Water Reclamation Plant** or **North City WRP** is the 30 million gallons per day (as of the date of this Agreement) wastewater treatment facility located at 4949 Eastgate Mall in San Diego, which includes four major processes: primary treatment, secondary treatment, tertiary treatment, and disinfection.
- R. **Operation and Maintenance Costs** are the costs of those items and activities required by sound engineering and management practices to keep the conveyance, disposal, treatment, and reuse facilities functioning in accordance with all applicable laws, rules, and regulations.
- S. **Point Loma Wastewater Treatment Plant** or **Point Loma WTP** is the 240 million gallons per day (as of the date of this Agreement) advanced primary treatment plant which includes four major processes: screening, grit removal, sedimentation, and digestion.
- T. **Projected 2050 Strength and Flow Amounts** are the three (3) values described below:
1. **Projected COD 2050 Flows** is the estimated amount of Chemical Oxygen Demand (COD), stated in pounds per day, that the City and each Participating Agency are projected to have in the 2050 fiscal year. Projected COD 2050 Flows for each Party are stated in Column 7 of Exhibit G.
 2. **Projected Metro Flow 2050** is the estimated amount of Annual Average Daily Flow, stated in millions of gallons per day (MGD), that the City and each Participating Agency are projected to have in the 2050 fiscal year. Projected Metro Flow 2050 for each Party is stated in Column 4 of Exhibit G.
 3. **Projected SS 2050 Flows** is the estimated amount of Suspended Solids (SS) stated in pounds per day, that the City and each Participating Agency are projected to have in the 2050 fiscal year. Projected SS 2050 Flows for each Party are stated in Column 10 of Exhibit G.
- U. **Pure Water Capital Merged Percentage** or **Merged Percentage** is the proportionate share, stated in Column 12 of Exhibit G, by which Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and the Capital Expense Rate will be allocated among the City and the Participating Agencies. The Pure Water Capital Merged Percentage is based on each Party's proportionate share of Projected Metro Flow 2050, Projected SS 2050 Flows, and Projected COD 2050 Flows, which proportions are weighted as described in Footnote 3 of Exhibit G.
- V. **Pure Water Program** is the City's phased, multi-year program designed to

produce at least 83 million gallons per day of Repurified Water using new, expanded, or modified facilities, some of which will include Metro System facilities.

- W. **Reclaimed Water (or Recycled Water)** shall have the definition set forth in Title 22, Division 4 of the California Code of Regulations and shall mean water which, as a result of treatment of wastewater, is suitable for a direct beneficial use or a controlled use that otherwise could not occur.
- X. **Reclaimed Water (or Recycled Water) Distribution System** shall mean and consist of those eight (8) reclaimed water projects listed in Attachment B of the Stipulated Final Order for Injunctive Relief approved by the U.S. District Court on June 6, 1997 in *U.S.A. v. City of San Diego*, Case No. 88-1101-B, and attached hereto as Exhibit E.
- Y. **Repurified Water** shall mean water which, as a result of advanced treatment of Reclaimed Water, is suitable for use as a source of domestic (or potable) water supply.
- Z. **Repurified Water Revenue** is the cost savings that will be realized when the City water utility's annual costs per-acre foot for Repurified Water are less than the purchase costs per-acre foot for comparable water from the San Diego County Water Authority, as further described in Exhibit F.
- AA. **Return Flow** shall mean the effluent created by the dewatering of digested biosolids, which includes centrate.
- BB. **Reuse** shall mean to use again, such as water which has been reclaimed or repurified, or sludge that has been converted to biosolids for beneficial use.
- CC. **South Bay Land/Ocean Outfall** is the facility that is jointly owned by the International Boundary & Water Commission (U.S. Section IBWC) and the City of San Diego. The Outfall is planned to convey and discharge treated effluent from the IBWC's International Wastewater Treatment Plant and treated effluent from the City's South Bay Water Reclamation Plant and the South Bay Secondary Treatment Plant. As of the date of this Agreement, the Outfall has a current Average Daily Flow Capacity of 174 million gallons per day. As of the date of this Agreement, the City owns 39.94% of the capacity of the Outfall and the balance of the capacity is owned by the IBWC.
- DD. **South Bay Water Reclamation Plant** is the 15 million gallons per day (as of the date of this Agreement) wastewater treatment facility located at 2411 Dairy Mart Road in San Diego, which includes four major processes: primary treatment, secondary treatment, tertiary treatment, and disinfection.
- EE. **Strength** means the measurement of Suspended Solids (SS) and Chemical Oxygen Demand (COD) within the wastewater Flow and any other measurement required by law after the date of this Agreement.

- FF. **Suspended Solids** or **SS** means the insoluble solid matter in wastewater that is separable by laboratory filtration, as determined by the procedures specified in the most current edition of “Standard Methods for the Examination of Water and Wastewater,” or any successor publication which establishes the industry standard.
- GG. **Tertiary Component** is that portion of the wastewater treatment process that currently filters the secondary treated wastewater effluent through fine sand and/or anthracite coal to remove fine Suspended Solids and disinfects it to meet the requirements of the California Administrative Code, Title 22, or its successor for filtered and disinfected wastewater.
- HH. **Water Repurification System** shall mean any facilities, including treatment and conveyance facilities, the purpose of which is the production or conveyance of Repurified Water. Water Repurification System includes, but is not limited to: the Tertiary Component of the North City Water Reclamation Plant to the extent being used to produce Repurified Water, the North City Pure Water Facility to be located across the street from the North City Water Reclamation Plant (“North City Pure Water Facility”); the Repurified Water conveyance system, which will transport Repurified Water from the North City Pure Water Facility and/or other facilities to the Miramar Reservoir or other alternative location(s) as determined by the City; and any other Repurified Water treatment or conveyance facilities which are part of the Pure Water Program.

II. OWNERSHIP AND OPERATION OF THE METRO SYSTEM

2.1 Rights of the Parties.

The City is the owner of the Metro System, and of any additions to the Metro System or other facilities constructed pursuant to this Agreement. All decisions with respect to the planning, design, construction, operation and maintenance of the Metro System shall rest with the City, in consultation with the Metro Commission. The Participating Agencies shall have a contractual right to use the Metro System and to participate in its operation as set forth in this Agreement. Subject to the terms of this Agreement, and in conformance with all applicable laws, the City may transfer ownership of all or part of the Metro System at any time. In the event of a transfer, the City’s successor shall be bound by the terms of this Agreement. Subject to the terms of this Agreement, any Participating Agency may transfer or assign its rights and obligations under this Agreement. Any transfer shall first be approved by the City. No transfer may occur if the City reasonably determines, after consultation with the Participating Agencies involved, that the proposed transfer will imbalance, or will otherwise adversely impact the City’s ability to operate the Metro System.

2.2 Metro System Services.

- 2.2.1 The City shall provide wastewater conveyance, treatment and disposal services to the Participating Agencies through the Metro System, under the terms set forth in this Agreement.

2.2.2 The City shall operate the Metro System in an efficient and economical manner, maintaining it in good repair and working order, all in accordance with recognized sound engineering and management practices.

2.2.3 The City shall convey, treat, and dispose of or reuse all wastewater received under this Agreement in such a manner as to comply with all applicable laws, rules and regulations.

2.3 Flow Commitment.

2.3.1 Absent agreement of the Parties, all Flow from the Participating Agencies and the City, up to the capacity limits set forth in Exhibit B or any amendments thereto, shall remain in the Metro System.

2.3.2 This Agreement shall not preclude any Participating Agency from diverting Flow from the Metro System as a result of the construction of reclamation facilities or New Capacity outside of the Metro System.

2.3.3 Any Participating Agency may negotiate an agreement with the City to withdraw all Flow from the Metro System, which shall provide that the Agency pay its proportionate share of Capital Improvement Costs.

If a Participating Agency enters into an agreement with the City by December 31, 2019, to withdraw all Flow from the Metro System by January 1, 2035, such Participating Agency shall not pay Pure Water Program Capital Improvement Costs attributable to the Metro System except for Phase I (as defined below in Section 2.8).

2.4 Funding Obligations.

Nothing in this Section or in this Agreement shall obligate the City to make any payment for the acquisition, construction, maintenance or operation of the Metro System from moneys derived from taxes or from any income and revenue of the City other than moneys in or sewer revenues which go into the Sewer Revenue Fund for the Metro System and from construction funds derived from the sale of such sewer revenue bonds for the Metro System as are duly authorized. Nothing in this Agreement shall be construed to obligate the City to pay from its annual income and revenues any sum which would create an indebtedness, obligation or liability within the meaning of the provisions of Section 18 of Article XVI of the Constitution of the State of California. Nothing in this Section, however, or in this Agreement shall prevent the City, in its discretion, from using tax revenues or any other available revenues or funds of the City for any purpose for which the City is empowered to expend moneys under this Agreement. Nothing herein shall relieve the City from its obligations to fund and carry out this Agreement. Nothing in this Section or in this Agreement shall obligate any Participating Agency to make any payment which would create an indebtedness, obligation or liability within the meaning of the provisions of Section 18 of Article XVI of the Constitution of the State of California, or which is not authorized by law.

2.5 Financial Statements.

- 2.5.1 The City shall keep appropriate records and accounts of all costs and expenses relating to conveyance, treatment, disposal, and reuse of wastewater, and production of Repurified Water, and the acquisition, planning, design, construction, administration, monitoring, operation and maintenance of the Metro System and Water Repurification System, and any grants, loans, or other revenues received therefor. The City shall keep such records and accounts for at least four (4) years, or for any longer period required by law or outside funding sources.
- 2.5.2 Said records and accounts shall be subject to reasonable inspection by any authorized representative of any Participating Agency at its expense. Further, said accounts and records shall be audited annually by an independent certified public accounting firm appointed by the City pursuant to generally accepted accounting principles. A copy of said report shall be available to any Participating Agency. As part of said audit, the actual amount of City Water Utility's PW Costs, Pure Water Program costs attributable to the Metro System, Repurified Water Revenue, and the Capital Expense Rate shall be determined and audited by the City's external auditors and Participating Agency representatives, and a cumulative and annual summary of such amounts shall be included as a footnote or attachment to the audit of the Metro System. Cost summaries shall include separate lines for Capital Improvement Costs and Operation and Maintenance Costs.
- 2.5.3 The City shall make a good faith effort to complete the annual audit, and any related adjustments under this Agreement, by the end of the following fiscal year.

2.6 Limitations on Types and Condition of Wastewater.

- 2.6.1 Each Participating Agency will comply with all applicable laws, rules and regulations including its regulatory obligations associated with the discharge of wastewater into its respective system and from such system into the Metro System.
- 2.6.2 Each Participating Agency will minimize to the maximum extent practicable, the infiltration and inflow of surface, ground or stormwaters into its respective wastewater systems.
- 2.6.3 Each Participating Agency will insure that all industrial users of its wastewater system are regulated by an effective industrial pretreatment program that conforms to all to all applicable laws, rules and regulations and that is acceptable to the City. Provided, however, that the City shall not require the Participating Agencies to take any actions beyond that

which is required under applicable laws, rules and regulations that can be taken but are not being taken by the City.

- 2.6.4 The City and the Participating Agencies agree that nothing in this Agreement, including the termination of the existing sewage disposal agreements, shall affect the validity of the Interjurisdictional Pretreatment Agreements, or the separate transportation agreements that are currently in effect between or among the City and the Participating Agencies.
- 2.6.5 Each Participating Agency will not discharge a substantial amount of sewage originating outside its respective boundaries into the Metro System without the approval of the City.
- 2.6.6 Each Participating Agency shall be responsible for the violation of any applicable laws, rules or regulations associated with its respective discharge of wastewater into the Metro System. Nothing in this Agreement shall affect the ability of any Participating Agency to hold third parties responsible for such violations.
- 2.6.7 In the event a regulatory agency imposes any penalty or takes other enforcement action relating to the conveyance, treatment, or disposal of wastewater in or from the Metro System, the City shall determine if the City or a Participating Agency or Agencies caused or contributed to the violation by exceeding its Contract Capacity or by the contents of its wastewater. The City shall allocate the penalty or other relief, including the costs of defense, to the Party or Parties responsible. Each responsible Party, whether a Participating Agency or the City, shall be obligated to pay its share of such penalty or other relief, and any costs of defense. In the event that the City cannot make such an allocation, the cost of such penalty or other relief shall be shared by the Participating Agencies and the City proportionately based on Flow and Strength.

2.7 Right of First Refusal.

- 2.7.1 The City shall not sell or agree to sell the Metro System without first offering it to the Participating Agencies. For the purposes of this section, "Participating Agencies" shall mean a Participating Agency, a group of Participating Agencies, or a third party representing one or more Participating Agencies. The term "sell" shall include any transfer or conveyance of the Metro System or of any individual treatment or reclamation facility or outfall within the Metro System.
- 2.7.2 The City and the Participating Agencies recognize that transfer of ownership of the Metro System is currently restricted by Sections 6.04 and 6.20 of the Installment Purchase Agreement between the City and the Public Facilities Financing Authority of the City, which inter alia restricts the transfer of ownership to the Metropolitan Wastewater Sewage District

or other governmental agency whose primary purpose is to provide wastewater treatment. The City shall not seek to impose on bond holders a waiver of Section 6.04 or 6.20. Absent such a restriction, before the City sells or agrees to sell the Metro System, or any portion of it, the City shall offer to sell the Metro System to the Participating Agencies (the "Offer") on the terms and at a price equal to that proposed for the sale of the Metro System to a third party. The Participating Agencies shall have thirty days from receipt of the Offer (the "Intent to Respond Period") in which to notify the City of their intent to respond to the Offer. The Participating Agencies shall have five months from the expiration of the Intent to Respond Period in which to accept or reject the Offer. The Offer shall contain the name of the proposed purchaser, the proposed sale price, the terms of payment, the required deposit, the time and place for the close of escrow, and any other material terms and conditions on which the sale is to be consummated.

2.7.3 If the Participating Agencies give timely notice of their intent to respond and timely notice of their acceptance of the Offer, then the City shall be obligated to sell and the Participating Agencies shall be obligated to purchase the Metro System or any individual treatment or reclamation facility or outfall within the Metro System, as applicable, at the price and on the terms and conditions of the Offer. If the Participating Agencies do not give timely notice of their intent to respond or their acceptance of the Offer, or do not submit an offer on the same terms and conditions as the Offer, the City may, following the end of the Offer period, sell the Metro System, or any portion of it, at a price and on terms and conditions no less favorable to the City than those in the Offer. The City shall not sell the Metro System to any third party on terms or at a price less favorable to the City from the terms and price contained in the Offer absent compliance with the terms of this Section.

2.7.4 Nothing herein shall prevent the City from entering into a financing agreement which may impose limits on the City's power to sell the Metro System to the Participating Agencies pursuant to Section 2.7.1. if the City reasonably believes that such a financing agreement is in the City's best interest. Neither the entry into such a financing agreement by the City nor the performance thereof by the City shall constitute a breach or default by the City hereunder.

2.8 Pure Water San Diego Program.

2.8.1 Each new, expanded, or modified Metro System facility which is used in relation to the production of Repurified Water (in addition to the modification and expansion of the North City Water Reclamation Facility) shall be governed by this Agreement and Exhibit F, attached hereto and incorporated herein.

2.8.2 The allocation of Pure Water Program costs pursuant to this Agreement shall be retroactive through the fiscal year ending June 30, 2014, when Pure Water Program costs were first incurred by the Metro System. When conducting the year-end adjustments for the fiscal year in which this Agreement takes effect, the City shall credit or assess such prior costs to the Parties pursuant to this Agreement.

2.9 Future Negotiations and Cooperation.

2.9.1 This Agreement and Exhibit F specifically contemplate Phase I of the Pure Water Program, which consists of new, expanded, or modified Metro System facilities and Water Repurification System facilities designed to produce only up to 30 million gallons per day of Repurified Water (“Phase I”). Within one year of the Effective Date of this Agreement, the Parties intend to meet and negotiate in good faith regarding one or more amendments to this Agreement or its Exhibits to address:

2.9.1.1 The allocation of specific Pure Water Program costs between City’s water utility and the Metro System for such later phases;

2.9.1.2 Alternative billing methodologies for Metro System costs;

2.9.1.3 The exclusion of costs related to the industrial discharges inspection and monitoring program within San Diego under Section 5.2.1.2.3 of the Agreement;

2.9.1.4 The inclusion of costs for regional, non-Metro System potable reuse projects in calculating the Capital Expense Rate;

2.9.1.5 A sample calculation of Repurified Water Revenue; and

2.9.1.6 The conveyance and treatment of wastewater generated at United States military bases under this Agreement.

If such negotiations do not result in an amendment to this Agreement or its Exhibits concerning these subjects, this Agreement shall remain in full force and effect as set forth herein. Further, if the City proceeds with a later phase of the Pure Water Program as authorized under Section 2.1 of this Agreement, and the Parties have not yet amended this Agreement or Exhibit F to specifically address such costs by the time they are incurred, all costs listed in Section I of Exhibit F shall nonetheless be excluded as Metro System costs under this Agreement.

2.9.2 The City and the Participating Agencies shall cooperate, coordinate, and negotiate in good faith with the Padre Dam Municipal Water District, San Diego County Sanitation District, and City of El Cajon on issues that relate to the East County AWP Program, including, but not limited to, the

potential transfer of the Mission Gorge Pump Station; disposal of residuals; and a source control program.

2.9.3 Following the Effective Date of this Agreement, the Parties intend to meet and negotiate in good faith regarding the disposal, treatment, and/or management of residuals (solids, brine, and centrate) produced at any new non-Metro System secondary, tertiary, or advanced wastewater treatment facilities upstream of any Metro System facilities related to the production of Repurified Water that currently exist or may exist in the future. Such negotiations may result in an amendment to this Agreement, or in one or more separate agreements between the City and the involved Participating Agencies, regarding the disposal, treatment, and/or management of residuals at such non-Metro System facilities.

2.9.3.1 In the event that an amendment to this Agreement, or a separate agreement between the City and the involved Participating Agencies, regarding the disposal, treatment, and/or management of residuals at such non-Metro System facilities, cannot be achieved through direct negotiation, the parties shall use the dispute resolution process in Article IX of this Agreement.

2.9.3.2 Absent an amendment to this Agreement or a separate Agreement between the City and involved Participating Agencies as described above, the involved Participating Agencies shall not dispose of residuals from new non-Metro System secondary, tertiary, or advanced wastewater treatment facilities at any point upstream of a Metro System facility related to the production of Repurified Water that currently exists or may exist in the future.

III. PAYMENT AND MONITORING PROVISIONS

3.1 Payment for Metro System Facilities.

Through the system of charges set forth in Article V of this Agreement, each Participating Agency shall pay its share of the costs of planning, design and construction of all of the Metro System facilities which are identified in Exhibit A hereto, which is incorporated herein by reference.

3.2 Payment for Additional Metro System Facilities.

Through the system of charges set forth in Article V of this Agreement, each Participating Agency shall pay its share of the costs of acquisition, or planning, design and construction of such facilities in addition to those set forth on Exhibit A as are necessary for the Metro System to maintain compliance with applicable laws, rules and regulations, including the Ocean Pollution Reduction Act of 1994 and its successor(s), present and future waivers of applicable treatment standards at any Metro System treatment facility, and all facilities as are necessary to convey, treat, dispose, and reuse wastewater in the Metro System to provide the Contract Capacity set forth in Exhibit B, to maintain hydraulic capacity and as otherwise

required by sound engineering principles. As a ministerial matter, the City shall amend Exhibit A from time to time to reflect such additional facilities and shall give notice of any amendments to the Participating Agencies. The City shall keep an updated version of Exhibit A on file with the City Public Utilities Department. Exhibit A may be amended to reflect other changes to the Metro System only as expressly provided in this Agreement.

3.3 Payment for Operation and Maintenance.

Through the system of charges set forth in Article V of this Agreement, each Participating Agency shall pay its share of the Operation and Maintenance Costs of all Metro System facilities. The Participating Agencies shall not pay for the Operation and Maintenance Costs of Water Repurification System, which are City Water Utility PW Costs.

3.4 Charges Based on Flow and Strength; Exception.

3.4.1 Except as otherwise described in this Section 3.4, a Participating Agency's share of the charges in this Article III shall be assessed pursuant to Article V of this Agreement based on its proportionate Flow in the Metro System and the Strength of its wastewater.

3.4.2 Notwithstanding section 3.4.1, or any other provision of this Agreement, a Participating Agency's share of Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and Capital Expense Rate attributable to the Metro System under Exhibit F shall be assessed or credited based on the Parties' proportionate share of the Pure Water Capital Melded Percentage stated in Column 12 of Exhibit G. The City shall annually allocate the estimated and actual Pure Water Program Capital Improvement Costs and revenues which are attributable to the Metro System under Exhibit F in proportion to each Party's Pure Water Capital Melded Percentage when estimating quarterly payments and conducting year-end adjustments under Article V.

3.4.3 Each Party recognizes that operation within respective Projected 2050 Strength and Flow Amounts is essential to the accurate allocation of costs and revenues under the Pure Water Program. In recognition of same, the Parties agree as follows:

3.4.3.1 Beginning in the next fiscal year after the effective date of this Agreement, if a Party's Annual Average Daily Flow, annual average pounds per day of COD, or annual average pounds per day of SS exceeds any one of its Party's Projected 2050 Strength and Flow Amounts by more than ten percent (10%) for any three (3) consecutive fiscal years, the City shall prepare an amendment to Exhibit G that adjusts projections of each Party's Projected 2050 Strength and Flow Amounts based on information about such Party's exceedance and other relevant information using sound engineering principles. Upon approval by the City and two-thirds

of the members of the Metro Commission, the City shall, as a ministerial matter, amend Exhibit G (including the Melded Percentages in Column 12 of Exhibit G) to reflect the new Projected 2050 Strength and Flow Amounts for each Party. The City shall keep an updated version of Exhibit G on file with the City Public Utilities Department. If the City and two-thirds of the Metro Commission cannot agree on an amendment to Exhibit G, the matter shall be submitted to dispute resolution pursuant to Article IX.

3.4.3.2 Notwithstanding the amounts set forth in Columns 4, 7, and 10 of Exhibit G, the following Parties will be deemed to have the following Projected 2050 Strength and Flow Amounts until July 1, 2025:

3.4.3.2.1 Padre Dam: 3.2 MGD Flow; 24,730 lb/day COD; 11,900 lb/day SS

3.4.3.2.2 San Diego County Sanitation District: 13.617 MGD Flow; 70,210 lb/day COD; 27,830 lb/day SS

3.4.3.2.3 El Cajon: 7.8 MGD Flow; 41,848 lb/day COD; 16,556 lb/day SS

3.4.3.3 If Exhibit G is amended to update one or more Parties' Projected 2050 Strength and Flow Amounts, the change in Projected 2050 Strength and Flow Amounts and Pure Water Capital Melded Percentages shall be retroactive in effect, and the City shall use the updated amounts in estimating quarterly payments and conducting year-end adjustments for Pure Water Program costs and revenues. Therefore, any Party that underpaid based on prior Pure Water Capital Melded Percentages (which were based on prior Projected 2050 Strength and Flow Amounts) shall pay the retroactive amount due in its quarterly payments the following fiscal year; any Party that overpaid based on previous Pure Water Capital Melded Percentages shall receive a credit in its quarterly payments the following fiscal year. Notwithstanding the preceding sentence, if the retroactive amount due exceeds 20% of a Party's average annual Metro System payments for the previous four (4) years, such Party may elect to pay the retroactive amount due in its quarterly payments over the subsequent four (4) fiscal years, with interest based on the most recent quarterly earnings rate of the Local Agency Investment Fund's Pooled Money Investment Account; any Party that overpaid based on previous Pure Water Capital Melded Percentages shall receive a credit in its quarterly payments the following four (4) fiscal years.

3.4.3.4 If a Participating Agency (other than those specified in Section 3.4.3.2) intends to divert a portion of its Flow from the Metro System pursuant to Section 2.3.2 on or before July 1, 2025, the Participating Agency may provide written notice to the City by December 31, 2019, requesting an adjustment in its Projected 2050 Strength and Flow Amounts and Melded Percentage in Exhibit G. If such notice is timely provided, the City shall prepare an amendment to Exhibit G based on information about such Party's diversion and other relevant information using sound engineering principles. Such amendment shall then be subject to the approval procedures set forth in Section 3.4.3.1, and the retroactivity provisions set forth in Section 3.4.3.3; provided, however, that such an amendment to Exhibit G shall also be subject to an agreement with the City for the Participating Agency to pay its proportionate share of Pure Water Program planning, design, and construction costs incurred to date by the Metro System (based on such Participating Agency's prior Melded Percentage), and any costs for Pure Water Program planning or design changes which are reasonably necessary due to the intended diversion.

3.5 Monitoring Flow and Strength.

- 3.5.1 The City shall monitor wastewater that is discharged into the Metro System for Flow and Strength. The City shall own and operate as part of the Metro System monitoring devices which will measure the amount of daily wastewater discharged into the Metro System. These devices shall be installed at locations appropriate to accurately monitor Flow and Strength. The City may also monitor wastewater Flow and Strength at other locations as it deems appropriate.
- 3.5.2 In measuring Strength, the frequency and nature of the monitoring shall not be more stringent for the Participating Agencies than it is for the City.
- 3.5.3 The City shall, at least once every five (5) years, update and provide its plans for the monitoring system and for the procedures it will use to determine Strength to the Participating Agencies. The Participating Agencies shall have the opportunity to review and comment prior to implementation.
- 3.5.4 The City shall report Flow and Strength data to the Participating Agencies at least quarterly.

IV. CAPACITY RIGHTS

4.1 Contract Capacity.

In consideration of the obligations in this Agreement, each Participating Agency shall have a contractual right to discharge wastewater to the Metro System up to the Contract

Capacity set forth in Exhibit B. Each Party's Projected Metro Flow 2050 stated in Exhibit G, is used solely for the purpose of allocating the Metro System's Pure Water Program Capital Improvement Costs, Repurified Water Revenue, and the Capital Expense Rate under this Agreement, and does not replace or limit Contract Capacity.

4.2 Transfers of Contract Capacity.

The Participating Agencies and the City may buy, sell or exchange all or part of their Contract Capacity among themselves on such terms as they may agree upon. The City shall be notified prior to any transfer. Any transfer shall be first approved by the City. No Contract Capacity may be transferred if the City determines, after consultation with the Participating Agencies involved in the transaction, that said transfer will unbalance, or will otherwise adversely impact the City's ability to operate the Metro System. Provided, however, that the Participating Agency seeking the transfer may offer to cure such imbalance at its own expense. Following the City's consent, as a ministerial matter, the Contract Capacity set forth in Exhibit B shall be adjusted to reflect the approved transfer. If necessary, Projected Metro Flow 2050 set forth in Exhibit G shall also be adjusted to reflect the approved transfer using the process set forth in Section 3.4.3.1, provided, however, that an amendment to Exhibit G due to an approved transfer shall not be retroactive in effect pursuant to Section 3.4.3.3.

4.3 Allocation of Additional Capacity.

The Parties recognize that the City's applicable permits for the Metro System may be modified to create capacity in the Metro System beyond that set forth in Exhibit B as a result of the construction of additional facilities or as a result of regulatory action. This additional capacity shall be allocated as follows:

- 4.3.1 Except as provided in section 4.3.2 below, in the event that the Metro System is rerated so that additional permitted capacity is created, said capacity shall be allocated proportionately based upon the Metro System charges that have been paid since July 1, 1995 to the date of rerating.
- 4.3.2 In the event that the additional permitted capacity is created as the result of the construction of non-Metro System facilities, or as the result of the construction of facilities pursuant to Article VII, such additional capacity shall be allocated proportionately based on the payments made to plan, design and construct such facilities.

4.4 Deductions in Contract Capacity.

The Parties further recognize that the Contract Capacity in Exhibit B and Projected Metro Flow 2050 in Exhibit G may be modified to comply with, or in response to, applicable permit conditions, or related regulatory action, or sound engineering principles. In the event that the capacity of the Metro System is rerated to a level below the total capacity set forth in Exhibit B, the Contract Capacity in Exhibit B and Projected Metro Flow 2050 in Exhibit G shall be reallocated proportionately pending the acquisition or construction of new facilities. The City shall acquire or construct such facilities as necessary to provide the Contract Capacity rights

set forth in Exhibit B, as planning and capacity needs require. The costs of such facilities shall be assessed pursuant to Section 3.2.

4.5 Amendments to Exhibits B and G.

As a ministerial matter, the City shall prepare amendments to Exhibits B and G to reflect any adjustment in Contract Capacity pursuant to this Article within ninety (90) days after the adjustment is made. The City shall give notice of the amendments to each Participating Agency, and shall provide copies of the amendments with the notice. The City shall keep an updated version of Exhibits B and G on file with the City Public Utilities Department.

4.6 The South Bay Land/Ocean Outfall.

Nothing in this Article shall limit the City's right to transfer capacity service rights in that portion of the South Bay Land/Ocean Outfall which is not part of the Metro System.

V. SYSTEM OF CHARGES

5.1 Charges Authorized.

The City agrees to implement and the Participating Agencies agree to abide by a new system of charges. This new system allows the City to equitably recover from all Participating Agencies their proportional share of the net Metro System Costs through the imposition of the following charges:

5.1.1 SSC (Sewer System Charge);

5.1.2 NCCC (New Contract Capacity Charge).

5.2 SSC (Sewer System Charge).

The City shall determine the SSC based on the projected Metro System Costs (as defined below) for the forthcoming fiscal year, less all Metro System Revenues (as defined below).

5.2.1 Metro System Costs

5.2.1.1 The following shall at a minimum be considered Metro System Costs for purposes of calculating the annual SSC:

5.2.1.1.1 Except as provided in section 5.2.1.2 (Excluded Costs), the annual costs associated with administration, operation, maintenance, replacement, annual debt service costs and other periodic financing costs and charges, capital improvement, insurance premiums, claims payments and claims administration costs of the Metro System, including projected overhead. Overhead

shall be calculated using accepted accounting practices to reflect the overhead costs of the Metro System.

5.2.1.1.2 Fines or penalties imposed on the City as a result of the operation of the Metro System, unless the fine/penalty is allocated to the City or a Participating Agency as provided in Section 2.6.7.

5.2.1.2 Excluded Costs. The following items shall not be considered Metro System Costs for purposes of calculating the annual SSC:

5.2.1.2.1 Costs related to the City of San Diego's Municipal System as determined by reasonable calculations;

5.2.1.2.2 Costs related to the treatment of sewage from any agency which is not a party to this Agreement;

5.2.1.2.3 Costs related to the inspection and monitoring program for the industrial dischargers located in San Diego, including associated administrative and laboratory services;

5.2.1.2.4 Right-of-way charges for the use of public streets of the City or any Participating Agency. The City and the Participating Agencies agree not to impose a right-of-way charge for the use of its public rights-of-way for Metro System purposes;

5.2.1.2.5 Capital Improvement Costs of any non-Metro System facility;

5.2.1.2.6 Capital Improvement Costs for which an NCCC is paid; and

5.2.1.2.7 City Water Utility PW Costs.

5.2.2 Metro System Revenues.

5.2.2.1 The following revenues shall be at a minimum considered Metro System Revenues for purposes of determining the annual SSC:

5.2.2.1.1 Any grant or loan receipts or any other receipts that are attributable to the Metro System, including, but not limited to, all compensation or receipts from the sale, lease, or other conveyance or transfer of any asset of the Metro System; provided, however, that this shall not include any grant, loan, or other receipts attributable to the Metro System components of the Pure Water

Program, which are specifically addressed in Section 5.2.2.1.8.

- 5.2.2.1.2 All compensation or receipts from the sale or other conveyance or transfer of any Metro System by-products, including, but not limited to gas, electrical energy, sludge products, and Reclaimed Water (excepting therefrom any receipts allocated pursuant to section 5.2.2.1.3).
- 5.2.2.1.3 The distribution of revenue from the sale of Reclaimed Water from the North City Water Reclamation Plant, including incentives for the sale of Reclaimed Water, shall first be used to pay for the cost of the Reclaimed Water Distribution System, then the cost of the Operation and Maintenance of the Tertiary Component of the North City Water Reclamation Plant that can be allocated to the production of Reclaimed Water, and then to the Metro System.
- 5.2.2.1.4 Any portion of an NCCC that constitutes reimbursement of costs pursuant to Section 7.1.4.
- 5.2.2.1.5 Any penalties paid under Section 7.3.
- 5.2.2.1.6 Proceeds from the Capital Expense Rate, as calculated under Exhibit F and allocated among the City and Participating Agencies in the proportions set forth in Column 12 of Exhibit G.
- 5.2.2.1.7 Those portions of Repurified Water Revenue attributable to the Metro System, as calculated under Exhibit F and allocated among the Participating Agencies in the proportions set forth in Column 12 of Exhibit G.
- 5.2.2.1.8 Any grant or loan receipts or any other receipts that are attributable to the Metro System components of the Pure Water Program, including, but not limited to, all compensation or receipts from the sale, lease, or other conveyance or transfer of any asset of the Metro System components of the Pure Water Program. Any proceeds under this section shall be allocated among the City and the Participating Agencies in the proportions set forth in Column 12 of Exhibit G.

5.2.2.2 Excluded Revenue

- 5.2.2.2.1 Capital Improvement Costs for which an NCCC is paid;
- 5.2.2.2.2 Proceeds from the issuance of debt for Metro System projects.
- 5.2.2.2.3 Proceeds from the sale of Reclaimed Water used to pay for the Reclaimed Water Distribution System pursuant to section 5.2.2.1.3 above.

5.2.3 Calculation of SSC Rates.

5.2.3.1 Prior to the initial implementation of the new system of charges, the City shall prepare a sample fiscal year estimate setting forth the methodology and sampling data used as a base for Strength based billing (SBB) which includes Flow and Strength (Chemical Oxygen Demand (COD) and Suspended Solids (SS)). The analysis shall be submitted to each Participating Agency.

5.2.3.2 The City shall determine the unit SSC rates by allocating net costs (Metro System Costs less Metro System Revenues) between parameters of Flow, COD and SS. This allocation is based on the approved Functional-Design Methodology analyses for individual Capital Improvement Projects (CIPs) and estimated Operation and Maintenance (O&M) Costs allocated to the three parameters. The City may revise the calculations to include any other measurement required by law after the effective date of this Agreement.

5.2.3.3 The net cost allocated to each of the three parameters (Flow, COD and SS) shall be divided by the total Metro System quantity for that parameter to determine the unit rates for Flow, COD and SS. These unit rates shall apply uniformly to all Participating Agencies.

5.2.4 Estimate and Billing Schedule and Year End Adjustment

5.2.4.1 The City shall estimate the SSC rates on an annual basis prior to January 15. The City shall quantify the SSC rates by estimating the quantity of Flow, COD and SS for each Party, based on that Party's actual flow and the cumulative data of sampling for COD and SS over the preceding years. If cumulative data is no longer indicative of discharge from a Participating Agency due to the implementation of methods to reduce Strength, previous higher readings may be eliminated.

5.2.4.2 Costs of treating Return Flow for solids handling will be allocated to the Participating Agencies in proportion to their Flow and

Strength. Return Flow will not be counted against the Participating Agencies' Contract Capacity as shown in Exhibit B.

5.2.4.3 The City shall bill the Participating Agencies quarterly, invoicing on August 1, November 1, February 1 and May 1. Each bill shall be paid within thirty (30) days of mailing. Quarterly payments will consist of the total estimated cost for each Participating Agency, based on their estimated Flow, COD and SS, divided by four.

5.2.4.4 At the end of each fiscal year, the City shall determine the actual Metro System Costs and the actual Flow as well as the cumulative Strength data for the City and each of the Participating Agencies. The City shall make any necessary adjustments to the unit rates for Flow, COD and SS based on actual costs for the year. The City shall then recalculate the SSC for the year using actual costs for the year, actual Flow, and cumulative Strength factors (COD, SS and Return Flow) for the City and for each Participating Agency. The City shall credit any future charges or bill for any additional amounts due, the quarter after the prior year costs have been audited.

5.3 NCCC (New Contract Capacity Charge).

If New Contract Capacity is required or requested by a Participating Agency, pursuant to Article VII, the Metro System shall provide the needed or requested capacity, provided that the Participating Agency agrees to pay an NCCC in the amount required to provide the New Contract Capacity. New Contract Capacity shall be provided pursuant to Article VII.

5.4 Debt Financing.

The City retains the sole right to determine the timing and amount of debt financing required to provide Metro System Facilities.

5.5 Allocation of Operating Reserves and Debt Service Coverage.

The Parties shall continue to comply with the 2010 Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies, attached hereto and incorporated herein as Exhibit C.

VI. PLANNING

6.1 Projected Flow and Capacity Report.

Commencing on July 1, 1999, each Participating Agency shall provide the City and the Metro Commission with a ten-year projection of its Flow and capacity requirements from the Metro System. The Agencies shall disclose any plans to acquire New Capacity outside the Metro System. This "Projected Flow and Capacity Report" shall be updated annually.

6.2 Other Planning Information.

Each Participating Agency shall provide the City with such additional information as requested by the City as necessary for Metro System planning purposes.

6.3 Ten-Year Capital Improvement Plan.

The City shall prepare a Ten-Year Capital Improvement Plan for the Metro System that describes the facilities necessary to convey, treat, and dispose of, or reuse all Flow in the Metro System in compliance with all applicable rules, laws and regulations. The plan shall be updated annually.

6.4 Notice to Metro Commission.

In the event that the City is not able to include a facility in the Ten-Year Capital Improvement Plan, the City shall notify the Metro Commission as soon as possible before the detailed design or construction of such facility provided that the facility will significantly impact the Metro System.

VII. FACILITIES SOLELY FOR NEW CONTRACT CAPACITY

The Participating Agencies and City are obligated to pay for the acquisition or planning, design, and construction of new facilities in the Metro System that are needed solely to provide New Contract Capacity only under the terms provided below.

7.1 Determination of Need for New Contract Capacity.

7.1.1 As part of its planning efforts, and considering the planning information provided to the City by the Participating Agencies, the City shall determine when additional facilities beyond those acquired or constructed pursuant to Article III above will be necessary solely to accommodate a need for New Contract Capacity in the Metro System, whether by the City or by the Participating Agencies. The City shall determine: (1) the amount of New Contract Capacity needed; (2) the Participating Agency or Agencies, or the City, as the case may be, in need of the New Contract Capacity; (3) the type and location of any capital improvements necessary to provide the New Contract Capacity; (4) the projected costs of any necessary capital improvements; and, (5) the allocation of the cost of any such facilities to the Participating Agency and/or the City for which any New Contract Capacity is being developed. The City shall notify the Participating Agencies of its determination within sixty days of making such determination.

7.1.2 The City or Participating Agency or Agencies in need of New Contract Capacity as determined by the City pursuant to section 7.1.1 above, may choose, in their sole discretion, to obtain New Capacity outside of the Metro System in lieu of New Contract Capacity. Under such circumstances, the Participating Agency or Agencies shall commit to the

City in writing their intent to obtain such New Capacity. Upon such commitment, the City shall not be required to provide New Contract Capacity to such Agency or Agencies as otherwise required under this Agreement.

- 7.1.3 The Participating Agencies shall have six months from the date of notice of the determination within which to comment on or challenge all or part of the City's determination regarding New Contract Capacity, or to agree thereto or to commit, in writing, to obtain New Capacity outside of the Metro System. Any Participating Agency objecting to the City's determination shall have the burden to commence and diligently pursue the formal dispute resolution procedures of this Agreement within said six month period. The City's determination shall become final at the close of the six month comment and objection period. The City's determination shall remain valid notwithstanding commencement of dispute resolution unless and until otherwise agreed to pursuant to the dispute resolution process in Article IX, or pursuant to a final court order.
- 7.1.4 The City and the Participating Agency or Agencies which need New Contract Capacity shall thereafter enter into an agreement specifying the terms and conditions pursuant to which the New Contract Capacity will be provided, including the amount of capacity and the New Contract Capacity. Each Party obtaining New Contract Capacity shall reimburse the Metro System for the costs of acquisition, planning, design, and construction of facilities necessary to provide the New Contract Capacity that have been paid by other Parties under Section 7.2.3.
- 7.1.5 The Parties recognize that the City may acquire and plan, design and construct facilities that are authorized pursuant to both Article III and Article VII of this Agreement. Under such circumstances, the City shall allocate the costs and capacity of such facilities pursuant to Article III and Section 7.1.1 as applicable.

7.2 Charges for Facilities Providing New Contract Capacity

- 7.2.1 The expense of acquisition, planning, design, and construction of New Contract Capacity shall be borne by the City or the Participating Agency or Agencies in need of such New Contract Capacity.
- 7.2.2 Notwithstanding any provision in this Agreement, the City and the Participating Agencies shall pay for the Operation and Maintenance Costs of all facilities pursuant to the payment provisions of Article III, including those facilities acquired and constructed to provide New Contract Capacity in the Metro System.
- 7.2.3 Charges for the acquisition, planning, design and construction of facilities solely to provide New Contract Capacity shall be paid for by the

Participating Agencies and the City pursuant to the payment provisions in Article III of this Agreement until an agreement is reached under Section 7.1.4. or pending the resolution of any dispute relating to the City's determination with respect to New Contract Capacity.

7.2.4 As a ministerial matter, the City shall prepare amendments to Exhibits A and B to reflect the acquisition or construction of facilities to provide New Contract Capacity pursuant to this Article. The City shall give notice of the Amendments to the Participating Agencies, and shall provide copies of the Amendments with the notice.

7.3 Liquidated Damages.

7.3.1 The Parties recognize that appropriate capacity and long term planning for same are essential to the proper provision of sewerage service. In recognition of same, the Parties agree that discharge beyond Contract Capacity will result in damages that are difficult to determine. Therefore, the damages are being liquidated in an amount estimated to the actual damage that will be incurred by the City, and is not a penalty. In the event that a Participating Agency exceeds its Contract Capacity after the City has given notice that New Capacity is required, said Participating Agency shall be assessed and pay a liquidated damages until such time as the Participating Agency obtains the required New Capacity. The liquidated damages shall be one dollar (\$1) for each gallon of Flow which exceeds the Participating Agency's Contract Capacity for each quarter in which any exceedance occurs. The amount of liquidated damages shall be adjusted each fiscal year to reflect the annual percentage change in the Engineering News Record – Los Angeles construction cost index.

7.3.2 In the event that a Participating Agency fails to pay the charges imposed under this Article after the City has given notice that payment is required, said Participating Agency shall be assessed and shall pay liquidated damages which shall be determined by multiplying the most recent quarterly earnings rate of the Local Agency Investment Fund's Pooled Money Investment Account times the total outstanding charges. The Participating Agency shall pay such liquidated damages each quarter until the outstanding charges are paid in full.

VIII. THE METRO COMMISSION

8.1 Membership.

The Metro Commission shall consist of one representative from each Participating Agency. Each Participating Agency shall have the right to appoint a representative of its choice to the Metro Commission. If a Participating Agency is a dependent district whose governing body is that of another independent public agency that Participating Agency shall be represented

on the Metro Commission by a representative appointed by the governing body which shall have no more than one representative no matter how many Participating Agencies it governs. Each member has one vote in any matter considered by the Metro Commission. The Metro Commission shall establish its own meeting schedule and rules of conduct. The City may participate in the Metro Commission on an ex officio, non-voting basis.

8.2 Advisory Responsibilities of Metro Commission.

8.2.1 The Metro Commission shall act as an advisory body, advising the City on matters affecting the Metro System. The City shall present the position of the majority of the Metro Commission to the City's governing body in written staff reports. The Metro Commission may prepare and submit materials in advance and may appear at any hearings on Metro System matters and present its majority position to the governing body of the City.

8.2.2 The Metro Commission may advise the City of its position on any issue relevant to the Metro System.

IX. DISPUTE RESOLUTION

This Section governs all disputes arising out of this Agreement.

9.1 Mandatory Non-Binding Mediation.

If a dispute arises among the Parties relating to or arising from a Party's obligations under this Agreement that cannot be resolved through informal discussions and meetings, the Parties involved in the dispute shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, AAA, or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a Notice of Demand for Mediation to the other Party or Parties to the dispute. A copy of the notice shall be sent to the City, all other Participating Agencies, and the Metro Commission.

9.2 Selection of Mediator.

A single mediator that is acceptable to the Parties involved in the dispute shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, AAA, or any other agreed upon mediator.

9.3 Mediation Expenses.

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be Metro System costs.

9.4 Conduct of Mediation.

Mediation hearings will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (pursuant to California Evidence Code Sections 1115 – 1128 and 1152) and will not be used for any other purpose unless otherwise agreed by the parties in writing. The parties may agree to exchange any information they deem necessary. The parties involved in the dispute shall have representatives attend the mediation who are authorized to settle the dispute, though a recommendation of settlement may be subject to the approval of each agency's boards or legislative bodies. Either Party may have attorneys, witnesses or experts present.

9.5 Mediation Results.

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

9.6 Performance Required During Dispute.

Nothing in this Article shall relieve the City and the Participating Agencies from performing their obligations under this Agreement. The City and the Participating Agencies shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

9.7 Offers to Compromise

Any offers to compromise before or after mediation proceedings will not be used to prove a party's liability for loss or damage unless otherwise agreed by the parties in writing (pursuant to Evidence Code Section 1152.)

X. INSURANCE AND INDEMNITY

10.1 City Shall Maintain All Required Insurance.

10.1.1 Throughout the term of this Agreement the City shall procure and maintain in effect liability insurance covering Metro System assets and operations in the same manner, and to the same extent, as the City insures similar assets and operations of the City. Such insurance may be provided through separate policies for the Metro System, or by consolidating the Metro System with other City assets and operations for insurance purposes. If the Metro System is insured separately, policy limits, deductibles, and self-insured retentions shall be equivalent to what the City procures for other similar City assets and operations. The City shall maintain all insurance required by law, including workers' compensation insurance, and may self-insure for certain losses when allowed by law.

The proportionate cost of insurance for the Metro System shall be included in the computation of the SSC.

10.1.2 If the Metro System is insured separately, any policy or policies of liability insurance carried by the City for the Metro System shall name the Participating Agencies as additional insureds with evidence of same supplied to each upon request.

10.1.3 Upon request by the Metro Commission or a Participating Agency, the City shall promptly provide written coverage and policy information, including, but not limited to, the scope of coverage, policy limits, deductibles, and self-insured retentions, including information on any claims made against the policies and remaining limits and deductibles.

10.2 Substantially Equivalent Coverage.

In the event of a transfer of the Metro System to a nonpublic entity pursuant to Article II, coverage substantially equivalent to all the above provisions shall be maintained by any successor in interest.

XI. INTERRUPTION OF SERVICE

Should the Metro System services to the Participating Agencies be interrupted as a result of a major disaster, by operation of federal or state law, or other causes beyond the City's control, the Participating Agencies shall continue all payments required under this Agreement during the period of the interruption.

XII. NOTICES REQUIRED UNDER AGREEMENT

The City and each Participating Agency shall give notice when required by this Agreement. All notices must be in writing and either served personally, or mailed by certified mail. The notices shall be sent to the officer listed for each Party, at the address listed for each Party in Exhibit D in accordance with this Article. If a Party wishes to change the officer and/or address to which notices are given, the Party shall notify all other Parties in accordance with this Article. Upon such notice, as a ministerial matter, the City shall amend Exhibit D to reflect the changes. The amendment shall be made within thirty (30) days after the change occurs. The City shall keep an updated version of Exhibit D on file with the City Public Utilities Department. The City shall provide a copy of the amended Exhibit D to all Parties.

XIII. EFFECTIVE DATE AND EXPIRATION

13.1 Effective Date.

This Agreement shall be effective thirty (30) days after execution by the City and all of the Participating Agencies, and shall be dated as of the signature date of the last executing Party.

13.2 Expiration.

Subject to the rights and obligations set forth in Section 13.4, this Agreement shall expire on December 31, 2065. This Agreement is subject to extension by agreement of the Parties. The Parties shall commence discussions on an agreement to provide wastewater treatment services beyond the year 2065 on or before December 31, 2055, or at such time, if any, that the Point Loma WTP is required to be upgraded to secondary treatment.

13.3 Contract Capacity Rights Survive Expiration.

The Participating Agencies' right to obtain wastewater treatment services from the facilities referred to in, or constructed pursuant to this Agreement shall survive the expiration of the Agreement. Provided however, upon expiration of this Agreement, the Participating Agencies shall be required to pay their proportional share based on Flow and Strength of all Metro System Costs (Capital Improvement Costs and Operation and Maintenance) to maintain their right to such treatment services. Provided further, that in the event that the Participating Agencies exercise their rights to treatment upon expiration of this Agreement, the City shall have the absolute right, without consultation, to manage, operate and expand the Metro System in its discretion.

13.4 Capital Expense Rate Beyond Expiration.

The Capital Expense Rate, as further described in Exhibit F, shall continue until the cost difference between (a) the actual sum of Pure Water Program Capital Improvement Costs and associated debt attributable to the Metro System under Exhibit F and/or the costs to upgrade the Point Loma WTP and (b) \$1.8 billion (as adjusted for inflation), has been fully paid, or the Agreement expires, whichever is sooner. Notwithstanding, it is the express intent and desire of the City and the Participating Agencies that if the Agreement expires before the cost difference has been paid through the Capital Expense Rate, that the Capital Expense Rate continue in any extension of this Agreement negotiated by the Parties pursuant to Section 13.2 until the cost difference has been fully paid.

13.5 Abandonment.

After December 31, 2065, the City may abandon the Metro System upon delivery of notice to the Participating Agencies ten (10) years in advance of said abandonment. Upon notice by the City to abandon the Metro System, the Parties shall meet and confer over the nature and conditions of such abandonment. In the event the Parties cannot reach agreement, the matter shall be submitted to mediation under Article IX. In the event of abandonment, the City shall retain ownership of all Metro System assets free of any claim of the Participating Agencies.

XIV. GENERAL

14.1 Exhibits.

1. This Agreement references Exhibits A through G. Each exhibit is attached to this Agreement, and is incorporated herein by reference. The exhibits are as follows:

Exhibit A	Metro Facilities;
Exhibit B	Contract Capacities;
Exhibit C	Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies;
Exhibit D	Notice Listing;
Exhibit E	Reclaimed Water Distribution System;
Exhibit F	Pure Water Cost Allocation and Revenues; and
Exhibit G	Pure Water Capital Billing Table

14.2 Amendment of Agreement.

Except as provided in this Agreement, and recognizing that certain amendments are ministerial and preapproved, this Agreement may be amended or supplemented only by a written agreement between the City and the Participating Agencies stating the Parties' intent to amend or supplement the Agreement.

14.3 Construction of Agreement.

14.3.1 Drafting of Agreement

It is acknowledged that the City and the Participating Agencies, with the assistance of competent counsel, have participated in the drafting of this Agreement and that any ambiguity should not be construed for or against the City or any Participating Agency on account of such drafting.

14.3.2 Entire Agreement

The City and each Participating Agency represent, warrant and agree that no promise or agreement not expressed herein has been made to them, that this Agreement contains the entire agreement between the Parties, that this Agreement supersedes any and all prior agreements or understandings between the Parties unless otherwise provided herein, and that the terms of this Agreement are contractual and not a mere recital; that in executing this Agreement, no Party is relying on any statement or representation made by the other Party, or the other Party's representatives concerning the subject matter, basis or effect of this Agreement other than as set forth herein; and that each Party is relying solely on its own judgement and knowledge.

14.3.3 Agreement Binding on All; No Third Party Beneficiaries

This Agreement shall be binding upon and shall inure to the benefit of each of the Parties, and each of their respective successors, assigns, trustees or receivers. All the covenants contained in this Agreement are for the express benefit of each and all such Parties. This Agreement is not intended to benefit any third parties, and any such third party beneficiaries are expressly disclaimed.

14.3.4 Severability

14.3.4.1 Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather, the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely frustrate either the City's or a Participating Agency's essential objectives set forth in this Agreement.

14.3.4.2 Should a court determine that one or more components of the allocation of costs set forth in this Agreement places the City or a Participating Agency in violation of Article XIII D, Section 6 of the California Constitution with respect to their ratepayers, such components shall no longer be of force or effect. In such an event, the City and the Participating Agencies shall promptly meet to renegotiate the violative component of the cost allocation to comply with Article XIII D, Section 6 of the California Constitution, and use the dispute resolution process in Article IX of this Agreement if an agreement cannot be reached through direct negotiation.

14.3.4.3 Should a state or federal agency provide a final, written determination that the method of allocating Pure Water Program Capital Improvement Costs under this Agreement violates the requirements of state or federal grants or loans which are, or will be, used to fund the wastewater components of the Pure Water Program, such allocation method will no longer be of any force or effect. In such an event, the Parties agree that the allocation of Pure Water Program Capital Improvement Costs attributable to the Metro System will be based on Strength and Flow as set forth in Section 3.4.1, and the allocation of Repurified Water Revenue and the Capital Expense Rate will be based on the Parties' actual payments to fund the Pure Water Program Capital Improvement Costs attributable to the Metro System. The City and the Participating Agencies shall also promptly meet to negotiate an alternative cost allocation method that would comply with such grant or loan funding requirements.

14.3.5 Choice of Law

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

14.3.6 Recognition of San Diego Sanitation District as Successor to Certain Parties.

The Parties hereby acknowledge and agree that the San Diego County Sanitation District is a Participating Agency under this Agreement as the successor in interest to the Alpine Sanitation District, East Otay Mesa Sewer Maintenance District, Lakeside Sanitation District, Spring Valley Sanitation District, and Winter Gardens Sewer Maintenance District.

14.4 Declarations Re: Agreement.

14.4.1 Understanding of Intent and Effect of Agreement

The Parties expressly declare and represent that they have read the Agreement and that they have consulted with their respective counsel regarding the meaning of the terms and conditions contained herein. The Parties further expressly declare and represent that they fully understand the content and effect of this Agreement and they approve and accept the terms and conditions contained herein, and that this Agreement is executed freely and voluntarily.

14.4.2 Warranty Regarding Obligation and Authority to Enter Into This Agreement

Each Party represents and warrants that its respective obligations herein are legal and binding obligations of such Party, that each Party is fully authorized to enter into this Agreement, and that the person signing this Agreement hereinafter for each Party has been duly authorized to sign this Agreement on behalf of said Party.

14.5 Restrictions on Veto of Transfers and Acquisitions of Capacity

Each Party understands and agrees that this Agreement governs its respective rights and responsibilities with respect to the subject matter hereto and specifically recognizes that with respect to the transfer and acquisition of Contract Capacity (Section 4.2) or the creation of New Contract Capacity for any Participating Agency (Article VII), no Participating Agency has a right to veto or prevent the transfer of capacity by and among other Participating Agencies or with the City, or to veto or prevent the creation or acquisition of capacity for another Participating Agency or Agencies, recognizing that by signing this Agreement each Participating Agency has expressly preapproved such actions. The sole right of a Participating Agency to object to any of the foregoing shall be through expression of its opinion to the Metro Commission and, where applicable, through exercise of its rights under the dispute resolution provisions of this Agreement.

14.6 Right to Make Other Agreements

Nothing in this Agreement limits or restricts the right of the City or the Participating Agencies to make separate agreements among themselves without the need to amend this Agreement, provided that such agreements are consistent with this Agreement. Nothing in this Agreement or Exhibit F limits or restricts the right of the City or the Participating Agencies to enter into separate agreements for the purchase or sale of Repurified Water produced by the Water Repurification System or sharing in City Water Utility PW Costs. Such agreements shall not affect the cost allocation and Metro System revenues delineated in Exhibit F.

14.7 Limitation of Claims

Notwithstanding any longer statute of limitations in State law, for purposes of any claims asserted by the City or a Participating Agency for refunds of overpayments or collection of undercharges arising under this Agreement, the Parties agree that such refunds or collections shall not accrue for more than four years prior to the date that notice of such claim is received by the City or a Participating Agency. This also applies to any related adjustments to each Participating Agency's share of net Metro System costs or revenues resulting from the resolution of such claims. The City and the Participating Agencies hereby waive any applicable statute of limitations available under State law that exceed four years. In no case shall the limitations period stated in this section begin to accrue until the date that the annual audit and year-end adjustment from which the claim arises are complete.

14.8 Counterparts

This Agreement may be executed in counterparts. This Agreement shall become operative as soon as one counterpart hereof has been executed by each Party. The counterparts so executed shall constitute one Agreement notwithstanding that the signatures of all parties do not appear on the same page.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the Parties have executed this Amendment and Restated Regional Wastewater Disposal Agreement as of the date first set forth above.

CITY OF CHULA VISTA

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF CORONADO

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF DEL MAR

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF EL CAJON

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF IMPERIAL BEACH

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF LA MESA

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

LEMON GROVE SANITATION DISTRICT

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

CITY OF NATIONAL CITY

Approved as to Form:

Name: _____
Title: _____

Name: _____
Title: _____

OTAY WATER DISTRICT

Name: _____
Title: _____

Approved as to Form:

Name: _____
Title: _____

PADRE DAM MUNICIPAL WATER DISTRICT

Name: _____
Title: _____

Approved as to Form:

Name: _____
Title: _____

CITY OF POWAY

Name: _____
Title: _____

Approved as to Form:

Name: _____
Title: _____

CITY OF SAN DIEGO

Name: _____
Title: _____

Approved as to Form:

Name: _____
Title: _____

SAN DIEGO COUNTY SANITATION DISTRICT

Name: _____
Title: _____

Approved as to Form:

Name: _____
Title: _____

EXHIBIT A

METRO FACILITIES AS OF 6/27/18

Existing Facilities

Pt. Loma Wastewater Treatment Plant
Pt. Loma Ocean Outfall
Pump Station #1
Pump Station #2
South Metro Interceptor
North Metro Interceptor
Metro Force Mains 1 & 2
Digested Sludge Pipeline
North City Water Reclamation Plant
Metro Biosolids Center (NCWR Plant Related Facilities)
North City Tunnel Connector
North City Raw Sludge Pipeline
Centrate Pipeline
Rose Canyon Parallel Trunk Sewer
Second Rose Canyon Trunk Sewer
East Mission Bay Trunk Sewer
Morena Blvd. Interceptor
South Bay Water Reclamation Plant
Dairy Mart Road & Bridge Rehab
Grove Avenue Pump Station
Grove Avenue Pump Station Sewer Pipeline
South Bay Raw Sludge Pipeline
South Bay Land/Ocean Outfall¹
Environmental Monitoring & Technical Services Laboratory
Centrate Treatment Facility at Metropolitan Biosolids Center
Metro Operations Center (Iv10C) Complex (based on annual facilities allocation)

Additional Metro Facilities

Note: The below listed facilities could be required as part of the Metro System for hydraulic capacity, good engineering practices and/or compliance with applicable law, rules or regulations, including OPRA, and the continuation of the City's waiver of applicable treatment standards at the Point Loma Wastewater Treatment Plant ("Waiver").

South Bay Sludge Processing Facility

¹ The South Bay Land/Ocean Outfall is jointly owned by the International Boundary and Water Commission, U.S. Section (60.06%) and the City of San Diego (39.94%). The capacity of the City's portion of the outfall as of the date of this Agreement is 74 MGD average dry weather flow, of which the Metro System has a capacity right to 69.2 MGD and the City as an exclusive right to 4.8 MGD.

South Bay Secondary Treatment Plant, Phase I (21 MGD)
South Bay Secondary Sewers, Phase I

Note: These facilities could be required as part of the Metro System for hydraulic capacity, good engineering practices, compliance with OPRA, and to maintain the City's Waiver. In the event that hydraulic capacity demands, or the obligations of OPRA (or its successor) or the terms of the City's Waiver change, these facilities may not be required or may be modified or supplemented, as appropriate, pursuant to the terms of this Agreement.

South Bay Secondary Treatment Plant, Phase II (28 MGD)
South Bay Secondary Sewers, Phase II

Note: These facilities could be added to the Metro System as part of Phase I of the Pure Water Program.

Expansion of North City Water Reclamation Plant
Morena Pump Station

EXHIBIT B

CONTRACT CAPACITIES

Annual Average Daily Flow in Millions of Gallons Per Day

Metro Agency	Original Contract Capacity	Additional Contract Capacity	New Contract Capacity	Transferred Contract Capacity	Total Contract Capacity	Percent of Total
Chula Vista	19.843	1.021	0.000	0.000	20.864	8.182%
Coronado	3.078	0.172	0.000	0.000	3.250	1.275%
Del Mar	0.821	0.055	0.000	0.000	0.876	0.344%
East Otay Mesa*	0.000	0.000	0.000	1.000	1.000	0.392%
El Cajon	10.260	0.655	0.000	0.000	10.915	4.280%
Imperial Beach	3.591	0.164	0.000	0.000	3.755	1.473%
La Mesa	6.464	0.359	0.000	0.170	6.993	2.742%
Lakeside-Alpine*	4.586	0.255	0.000	0.000	4.841	1.898%
Lemon Grove	2.873	0.154	0.000	0.000	3.027	1.187%
National City	7.141	0.346	0.000	0.000	7.487	2.936%
Otay	1.231	0.056	0.000	0.000	1.287	0.505%
Padre Dam	6.382	0.343	0.000	(0.500)	6.225	2.441%
Poway	5.130	0.264	0.000	0.500	5.894	2.312%
Spring Valley/ Otay Ranch*	10.978	0.545	0.000	(1.170)	10.353	4.060%
Wintergardens*	1.241	0.068	0.000	0.000	1.309	0.513%
Subtotal	83.619	4.459	0.000	0.000	88.078	34.540%

EXHIBIT B

Metro Agency	Original Contract Capacity	Additional Contract Capacity ¹	New Contract Capacity ²	Transferred Contract Capacity ³	Total Contract Capacity	Percent of Total
San Diego	156.381	10.541	0.000	0.000	166.922	65.460%
Total	240.000	15.000	0.000	0.000	255.000	100.00%

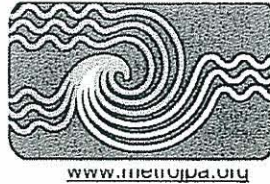
* Indicates a sub-area of the San Diego County Sanitation District.

1. Additional Contract Capacity is capacity allocated pursuant to Section 4.3.1 of the Agreement.
2. New Contract Capacity is capacity obtained pursuant to Section 6 of the Agreement.
3. Transferred Contract Capacity is capacity obtained pursuant to Section 4.2 of the Agreement.

EXHIBIT B

EXHIBIT C

**ADMINISTRATIVE PROTOCOL ON ALLOCATION OF OPERATING RESERVES
AND DEBT SERVICE COVERAGE TO PARTICIPATING AGENCIES**



April 19, 2010

Rod Greek
Public Utilities Deputy Director
City of San Diego, Metropolitan Wastewater
9192 Topaz Way
San Diego, CA 92123

Re: Administrative Protocol on Allocation of Operating Reserves and Debt Service
Coverage to Participating Agencies

Dear Mr. Greek:

This letter is intended to memorialize the attached Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies ("Protocol") negotiated between the City of San Diego and Metro TAC/ Metro JPA/ Metro Commission, on behalf of the Participating Agencies under the Regional Wastewater Disposal Agreement. Your signature will indicate acceptance of the Protocol on behalf of the City.

By countersigning this letter, the City of San Diego and Metro TAC/ Metro JPA/ Metro Commission acknowledge and agree to the terms and conditions contained in the attached Protocol.

Sincerely,


for the Metro TAC/ Metro JPA/ Metro Commission

Enclosure


The Protocol is accepted by the City of San Diego pursuant to the terms and conditions set forth in the attachment hereto:

Date: 4/19/10


Rod Greek, Public Utilities Deputy Director

The Protocol is accepted by Metro TAC/ Metro JPA/ Metro Commission on behalf of the Participating Agencies pursuant to the terms and conditions set forth in the attachment hereto:

Date: 5/10/10



The Joint Powers Authority Proactively Addressing Regional Wastewater Issues

Chula Vista • Coronado • Del Mar • Imperial Beach • La Mesa • Lemon Grove Sanitation District
National City • Otay Water District • Poway • Padre Dam Municipal Water District
County of San Diego, representing East Otay, Lakeside/Alpine, Spring Valley & Winter Gardens Sanitation Districts




Administrative Protocol on Allocation of Operating Reserves and Debt Service Coverage to Participating Agencies

BACKGROUND:

In early 2008 the MetroTAC formed a working group in response to the City of San Diego's request for \$20 million in funding in FYE 2009 from the Participating Agencies ("PAs") for operating reserves and debt service coverage. The working group continued to meet with City of San Diego staff regarding the establishment of a mutually agreed upon protocol through early February 2010. A summary of the City of San Diego's 2008 proposal and the negotiated 2010 protocol is included as Attachment A.

At its regular meeting of February 17, 2010, the MetroTAC approved the following recommendations to move to the Finance Committee of the Metro Wastewater JPA and thereafter to the Metro Commission/ Metro Wastewater JPA for discussion and action:

- Proceed with PAs funding a 1.2 debt service ratio coverage
- Proceed with PAs funding a 45 day operating reserves
- The PAs will fund no other reserves
- FY07 and FY08 refund monies will be used to fund the operating reserves
- Interest accrual on operating reserves and undesignated accounts will start with FY10 (beginning on July 1, 2009)



The Finance Committee of the Metro Wastewater JPA, at its February 24, 2010 meeting, took action to recommend approval of the above, by the Metro Commission/ Metro Wastewater JPA. At its March 4, 2010 meeting, the Metro Commission/ Metro Wastewater JPA, comprised of representatives of the PAs, approved the components of the negotiated policy, with the understanding that any such policy would serve as an administrative protocol regarding the allocation of debt service coverage to the PAs and funding of operating reserves by the PAs.

PROTOCOL REGARDING PA FUNDING OF OPERATING RESERVES:

Background:

Operating reserves are established to provide funding for unforeseen events that might occur during the course of the fiscal year such as unforeseen major maintenance or capital projects. The PAs performed a survey of other regional wholesale agencies and determined that agencies such as the San Diego County Water Authority maintain a 45 day operating reserves. Although the City of San Diego's current policy is to increase operating reserves for its retail customers from 45 to 70 days, the City realizes that if a major maintenance incident should occur it can immediately request payment from the PAs per the Regional Wastewater Disposal Agreement. The City of San Diego's retail customer's rates cannot be immediately increased due to Proposition 218 requirements for noticing and public hearings.

Protocol:

Attachment B is a summary of the funding strategy showing each PAs 2007 and 2008 refunds based on recent City Metro Wastewater Exhibit E audits. The refunds will be used to fund the PAs 45 day operating reserves contribution. In the majority of cases most PAs will see a refund even after they have

fully funded their portion of the operating reserves. PAs that do not have adequate refunds will be billed for their portion of the reserve in the next quarterly 2010 billing. The operating reserves for each fiscal year will be established based on 45 days of operating revenues as determined by the following formula:

$$\frac{\text{Fiscal Year Estimated Operating Expenses (not including CIP and debt service)} \times 45 \text{ days}}{365 \text{ days}}$$

The number of days included in the calculation cannot be changed without prior consent of the PAs.

The operating reserves will be maintained by the City of San Diego and interest will accrue on a monthly basis based on actual interest rates on the City's investments. This interest revenue will be added to the PAs undesignated fund balance for that fiscal year. As part of each year's Exhibit E audit the actual required operating reserves and interest earned on it will be determined and audited by the City of San Diego's external auditors and PA representatives. A summary of the operating reserves balance and interest earned for each PA will be included as a footnote or attachment to the City Metro Wastewater Exhibit E Audit.

PROTOCOL REGARDING ALLOCATION OF DEBT SERVICE COVERAGE TO PAs

Background:

A 1.2 debt service coverage ratio is a requirement for all of the outstanding Metro parity debt. A cash flow prepared by the City of San Diego shows (Attachment C) that if the PAs are billed at the current level (\$65 million annually to cover the PAs portion of operations, pay-go capital, and debt service expense) for the next three to five years that this requirement can be achieved without additional contributions by the PAs. This provides the PAs a stable projected annual Metro contribution for the next three to five years.

Protocol:

The PAs will maintain through annual contributions and use of PA undesignated fund balance a positive cash flow not to exceed 1.2 times the PA share of the required annual debt service on Metro Debt. The debt service coverage ratio of 1.2 cannot be changed without prior consent of the PAs.

The undesignated fund balance will be maintained by the City of San Diego and interest will accrue on a monthly basis based on actual interest rates on the City's investments. This interest revenue will be added to the PAs undesignated fund balance for that fiscal year.

As part of each year's Exhibit E audit the actual required reserve coverage and interest earned on the undesignated fund balance will be determined and audited by the City of San Diego's external auditors and PA representatives. A summary of the debt service coverage requirement and portion of interest earned on the undesignated fund balance for each PA will be included as a footnote or attachment to the City Metro Wastewater Exhibit E Audit.

If the cash flow in any year does not provide the required 1.2 debt service coverage the PAs will be billed the additional required revenue including interest.

Attachment A
Original San Diego Proposal

Draft

FY 2009, and prospective years, Participating Agency funding process for the allocation of the MWWD Debt Service Coverage requirement:

Year 1

On October 1, 2008

1. Obtain the FY 2009 total MWWD debt service amount including SRF debt from the Administrative Services, Budget Section.
2. Calculate the debt service coverage dollar amount greater than 100%. The target debt service coverage percentage of 1.56 is the average debt service coverage ratio found in the current rate case model. The formula is: ([Current Debt Service Amount], $\$94,306,351 * .56 = \$52,811,557$).
3. Allocate the total debt service coverage amount between the Municipal and Metropolitan Systems using their respective debt service percentages of 77.91% for the Metropolitan System and 22.09% for the Municipal System.
4. Obtain final FY 2009 projected flow-based billing percentages for the Participating Agencies from Admin Services, Agency Contracts Section, (Peggy Merino).
5. Allocate the Metropolitan System portion of the debt service coverage amount to the City of San Diego and the 15 Participating Agencies using final FY 2009 projected flow-based billing percentages.
6. Update the Participating Agency Debt Coverage Payment Schedule.

On October 4, 2008

1. Forward the Participating Agency Debt Coverage Payment Schedule to the Admin Services, Agency Contracts Section, (Peggy Merino).

On November 1, 2008

1. Admin Services, Agency Contracts Section, (Peggy Merino) sends FY 2009 second quarter invoices to include as a second item, the debt service coverage amounts. The due date is December 1, 2008. (no interest will be applied to these accounts due to the mid year payment approach)

On December 1, 2008

1. Recognize the Participating Agencies debt service coverage payments as new revenues and update the Participating Agency Debt Coverage Payment Schedule.
2. Inform Admin Services, Agency Contracts Section, (Peggy Merino) to reduce the Participating Agencies FY 2010 CIP expense allocation by the FY 2009 Participating Agencies debt service coverage payments.
3. Obtain the preliminary FY 2010 projected flow-based percentages for the Participating Agencies from Admin Services, Agency Contracts Section, (Peggy Merino).
4. Calculate a preliminary FY 2010 debt service coverage schedule and forward to the Admin Services, Agency Contracts Section, (Peggy Merino)

On January 1, 2009

1. Admin Services, Agency Contracts Section, (Peggy Merino), informs the Participating Agencies of the FY 2010 projected debt service coverage amounts for budgeting purposes.

On July 1, 2009

1. Apply the FY 2009 Participating Agencies debt service coverage payments towards the cash requirement for the FY 2010 Metro based CIP Project budget. Any residual amounts will be applied to the O&M budget.

Year 2 (Prospective Years)

On October 1, 2009

1. Obtain the Fiscal Year 2010 total MWWD debt service amount including SRF debt from the Administrative Services, Budget Section.
2. Calculate the debt service coverage dollar amount greater than 100%. The target debt service coverage percentage of 1.56 is the average debt service coverage ratio found in the current rate case model. The formula is: ([Current Debt Service Amount], $\$xxx,xxx,xxx * .56 = \xxx,xxx,xxx)
3. Allocate the total debt service coverage amount between the Municipal and Metropolitan Systems using their respective debt service coverage percentages of xx.xx% for the Municipal System and xx.xx% for the Metropolitan System.
4. Obtain the final FY 2010 projected flow-based percentages for the Participating Agencies from Admin Services, Agency Contracts Section, (Peggy Merino).
5. Allocate the Metropolitan System portion of the debt service coverage amount to the City of San Diego and the 15 Participating Agencies using the preliminary FY 2010 projected flow-based percentages.
6. Update the Participating Agency Debt Coverage Payment Schedule.

On October 4, 2009

1. Forward the Participating Agency Debt Coverage Payment Schedule to the Admin Services, Agency Contracts Section, (Peggy Merino) for invoicing purposes.

On November 1, 2009

1. Admin Services, Agency Contracts Section, (Peggy Merino) sends FY 2009 second quarter invoices to include as a second item, the debt service coverage amounts. The due date is December 1, 2009. (no interest will be applied to these accounts due to the mid year payment approach)

On December 1, 2009

1. Recognize the Participating Agencies debt service coverage payments as new revenues and update the Participating Agency Debt Coverage Payment Schedule.
2. Inform Admin Services, Agency Contracts Section, (Peggy Merino) to reduce the Participating Agencies FY 2011 CIP expense allocation by the FY 2010 Participating Agencies debt service coverage payments.
3. Obtain the preliminary FY 2011 projected flow-based percentages for the Participating Agencies from Admin Services, Agency Contracts Section, (Peggy Merino).
4. Calculate a preliminary FY 2011 debt service coverage schedule and forward to the Admin Services, Agency Contracts Section, (Peggy Merino)

On January 1, 2010

1. Admin Services, Agency Contracts Section, (Peggy Merino), informs the Participating Agencies of the FY 2011 projected debt service coverage amounts for budgeting purposes.

On July 1, 2010

1. Apply the FY 2010 Participating Agencies debt service coverage payments towards the cash requirement for the FY 2011 Metro based CIP Project budget. Any residual amounts will be applied to the O&M budget.

Attachment B
Operating Reserve Funding Strategy

FY07-FY08 Operating Reserve Rate Stabilization
Based on 2008 Flows
FINAL

Agency	EXHIBIT E AUDIT ADJUSTMENTS			2008 FLOWS & LOADS		
	FY 2007	FY 2008	TOTAL	2008 FLOWS & LOADS	OPERATING RESERVE	NET
CHULA VISTA	(\$1,837,010)	(\$2,100,751)	(\$3,937,761)	28.083%	\$1,202,374	(\$2,735,387)
CORONADO	(\$189,910)	(\$366,858)	(\$556,768)	3.356%	\$143,693	(\$413,075)
DEL MAR	(\$87,785)	(\$103,913)	(\$191,698)	1.029%	\$44,061	(\$147,637)
EL CAJON	(\$290,369)	\$66,888	(\$223,481)	15.270%	\$653,789	\$430,308
IMPERIAL BEACH	(\$132,300)	(\$130,153)	(\$262,453)	3.652%	\$156,373	(\$106,080)
LA MESA	(\$99,793)	(\$40,190)	(\$139,983)	8.842%	\$378,561	\$238,578
LAKESIDE/ALPINE	(\$293,313)	(\$243,206)	(\$536,519)	5.357%	\$229,368	(\$307,151)
LEMON GROVE	(\$147,034)	(\$195,043)	(\$342,077)	3.611%	\$154,615	(\$187,462)
NATIONAL CITY	(\$637,379)	(\$947,043)	(\$1,584,422)	7.572%	\$324,211	(\$1,260,211)
OTAY	\$123,792	(\$138,545)	(\$14,753)	0.459%	\$19,668	\$4,915
PADRE DAM	(\$789,976)	(\$1,752,218)	(\$2,542,194)	5.198%	\$222,537	(\$2,319,657)
POWAY	(\$683,251)	\$130,168	(\$553,083)	5.770%	\$247,021	(\$306,062)
SPRING VALLEY	(\$611,093)	(\$667,539)	(\$1,278,632)	10.316%	\$441,691	(\$836,941)
WINTERGARDENS	(\$71,984)	(\$56,162)	(\$128,146)	1.482%	\$63,470	(\$64,676)
TOTAL	(\$5,747,405)	(\$6,544,565)	(\$12,291,970)	100%	\$4,281,432	\$ (8,010,538.00)

Attachment C
Debt Service Coverage Funding Strategy

Attachment C

Schedule of Participating Agency Contributions to Operations Reserve and Debt Service Coverage Cash flow FY 2007-2011
 Prepared on: February 23, 2010

HOW TO READ CASH FLOW SPREADSHEET:

Blue font = data inputted directly into spreadsheet
 Green font = data imported from another spreadsheet in workbook
 Black font = Calculation; see legend to determine calculation

Line #	Cash flow Component	Legend	Foot-note #	AUDITED		PROJECTED								
				FY07	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15		
1	Current Projected Revenue Stream	Input		\$54,007,596	\$63,231,038	\$57,249,960	\$64,487,408	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000	\$65,000,000
2	Annual Refund After Exhibit E Audit	Input						(1,500,000)	(3,000,000)	(2,500,000)	(2,100,000)	(1,800,000)	(1,300,000)	
3	Transfer (to)/from Operating Reserve	Line 21-Prior Year					(4,281,432)	(42,814)	(43,242)	(43,675)	(44,112)	(44,553)	(44,553)	
4	Undesignated Fund Balance Interest	Line 17 X Interest Rate	(1)				79,990	258,156	225,608	113,282	62,579	58,899		
5	Operating Reserve Interest	Calculated Off-Line	(2)				164,514	166,159	167,821	169,499	171,194	172,906		
6	Gross PA System Revenue	Sum(Line1:Line5)		\$54,007,596	\$63,231,038	\$57,249,960	\$52,241,049	\$63,881,500	\$62,350,187	\$62,739,106	\$63,089,661	\$63,387,252		
7	Less:													
8	PA Estimated Total Operating Expenses	Prior year X 1.01	(3)	\$32,304,298	\$37,150,042	\$34,727,170	\$34,727,170	\$35,074,442	\$35,425,186	\$35,779,438	\$36,137,232	\$36,498,605		
9														
10	Net PA System Revenue	Line 6 - Line 8		\$21,703,298	\$26,080,996	\$22,522,790	\$17,513,879	\$28,807,059	\$26,925,001	\$26,959,668	\$26,952,429	\$26,888,647		
11														
12	PA Annual Debt Service Payment	Calculated Off-Line		\$20,373,393	\$19,850,051	\$20,441,069	\$24,049,986	\$24,043,880	\$22,479,035	\$22,478,266	\$22,478,075	\$22,478,730		
13	CIP Pay Go -- 20% of Projected CIP	Input	(4)	(4,417,502)	(512,512)	-	1,318,048	5,610,210	7,369,218	5,800,940	4,570,129	4,655,009		
14	Total CIP and Debt Service	Line 12 + 13		15,955,891	19,337,539	20,441,069	25,368,037	29,654,090	29,848,257	28,279,206	27,048,204	27,133,739		
15														
16	Net Income after CIP and Debt Service	Line 10 - 14		\$5,747,407	\$6,743,457	\$2,081,721	(\$7,854,157)	(\$847,032)	(\$2,923,257)	(\$1,319,537)	(\$95,775)	(\$245,092)		
17	PA Undesignated Fund Balance	Line 16 + Prior Year		\$5,747,407	\$12,490,864	\$14,572,585	\$6,718,428	\$5,871,396	\$2,948,139	\$1,628,602	\$1,532,827	\$1,287,735		
18														
19	Calculated Debt Service Ratio	Line 10/Line 12	(5)				0.73	1.20	1.20	1.20	1.20	1.20		
20														
21	Operating Reserve (45 days)	(Line 8/365 days) X 45 days					\$4,281,432	\$4,324,246	\$4,367,489	\$4,411,164	\$4,455,275	\$4,499,828		

Footnotes:

- (1) average of current year ending balance + prior year ending balance times 3.2%
- (2) average monthly balance times LAIF rate (first year calculated at half year interest)
- (3) FY09 based on average of FY07 & FY08 then 1% inflation
- (4) 20% of projected Metro CIP
- (5) Minimum coverage requirement 1.2 time annual Metro debt service

FY10 Operating Reserve Calc:
 PA Operating Expenses: \$34,727,170
 divided by: 365
 Equals: \$95,143
 Times: 45
 45 day Operating Reserve: \$4,281,432

FY10 Operating Reserve Interest Calc:
 PA Operating Expenses: \$4,281,432
 Times ave monthly LAIF Interest Rate: 0.038425 (range from 3.18% to 4.53% per month)
 FY10 Estimated Interest Earned: \$164,514

EXHIBIT D

NOTICE LISTING

City Manager
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91919
Phone: (619) 691-5031
Fax: (619) 585-5612

City Manager
City of La Mesa
8130 Allison Avenue
La Mesa, CA 91942
Phone: (619) 667-1101
Fax: (619) 462-7528

Chief Operating Officer
City of San Diego
202 "C" Street
San Diego, CA 92101
Phone: (619) 236-5949
Fax: (619) 236-6067

City Manager
City of Coronado
1825 Strand Way
Coronado, CA 92113
Phone: (619) 522-7335
Fax: (619) 522-7846

City Manager
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945
Phone: (619) 464-6934
Fax: (619) 460-3716

Chief Administrative Officer
County of San Diego
1600 Pacific Highway, Rm. 209
San Diego, CA 92101
Phone: (619) 531-5250
Fax: (619) 557-4060

City Manager
City of Del Mar
1050 Camino Del Mar
Del Mar, CA 92014
Phone: 755-9313 ext. 25
Fax: 755-2794

City Manager
City of National City
1243 National City Blvd.
National City, CA 91950
Phone: (619) 336-4240
Fax: (619) 336-4327

General Manager
Otay Water District
2554 Sweetwater Springs Blvd.
Spring Valley, CA 91977
Phone: (619) 670-2210
Fax: (619) 670-2258

City Manager
City of El Cajon
200 Civic Center Way
El Cajon, CA 92020
Phone: (619) 441-1716
Fax: (619) 441-1770

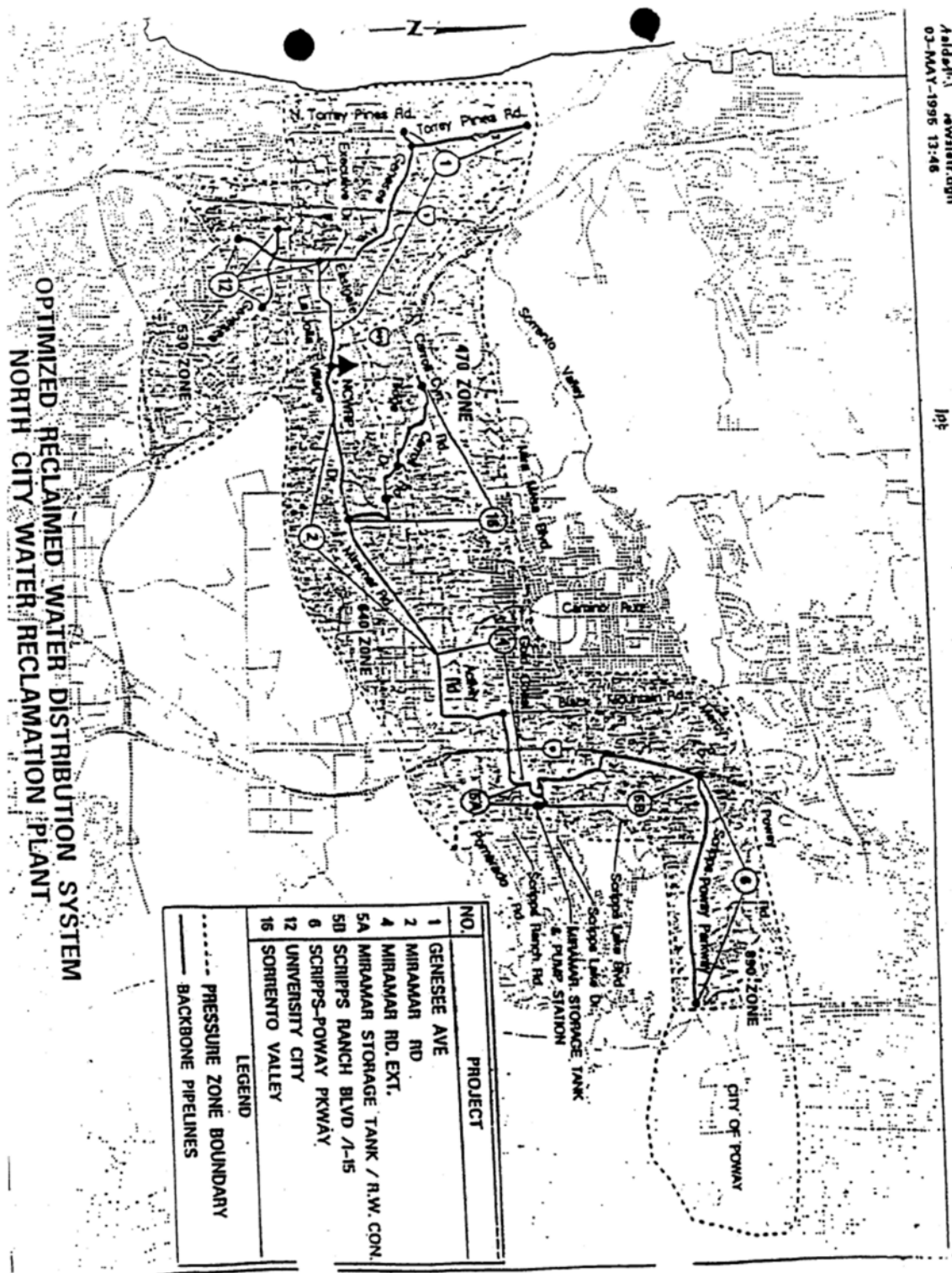
City Manager
City of Poway
13325 Civic Center Drive
Poway, CA 92064
Phone: (858) 679-4200
Fax: (858) 679-4226

General Manager
Padre Dam Municipal Water
District
9300 Fanita Pkwy
Santee, CA 92071
Phone: (619) 258-4610
Fax: (619) 258-4794

City Manager
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932
Phone: (619) 423-8300 ext. 7
Fax: (619) 429-9770

EXHIBIT E

RECLAIMED WATER DISTRIBUTION SYSTEM



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EXHIBIT F

PURE WATER PROGRAM COST ALLOCATION AND REVENUES

As part of the Pure Water Program, the City intends to modify the North City Water Reclamation Plant (a Metro System facility) and expand its capacity to 52 mgd. In addition, the City intends to construct the North City Pure Water Facility on a nearby site to produce Repurified Water. This Exhibit F sets forth the costs and revenues associated with the Pure Water Program which are, or are not, attributable to the Metro System.

I. Costs Excluded from Metro System Costs

All of the following Pure Water Program costs, including Capital Improvement Costs, Operation and Maintenance Costs, and other related costs (including administration, insurance, claims, and overhead) are excluded as Metro System Costs for purposes of calculating the annual Sewer System Charge, and shall be the responsibility of City's water utility ("**City Water Utility PW Costs**"), unless otherwise expressly agreed to pursuant to an amendment to this Exhibit F:

1.1 General Exclusions.

1.1.1 Costs of the Water Repurification System and any Metro System facilities to the extent constructed, modified, expanded, or used for the purpose of treating water beyond secondary treatment (ocean discharge standard under current law). This shall include costs for preliminary treatment, primary treatment, and secondary treatment to the extent such costs are higher than they would otherwise be due to the production of Repurified Water.

1.1.2 Costs for fail-safe disposal, if necessary, for design capacity for Repurified Water, including, but not limited to, any costs associated with the reservation of capacity at the Point Loma Wastewater Treatment Plant.

1.1.3 Costs for the demolition or replacement of existing Metro System facilities with similar facilities for the purpose of making space available for Water Repurification System facilities. Such costs may take into account the current asset value or market value of the existing Metro System facility.

1.2 Cost Exclusions Specific to North City Water Reclamation Plant Improvements.

1.2.1 Costs for increased aeration tank volume to the extent the new volume exceeds the amount necessary to provide 52 mgd capacity. Determination of sizing to provide 52 mgd capacity shall be based on the current tank volume necessary to provide 30 mgd capacity.

1.2.2 Costs for the methanol feed system.

1.2.3 Costs for brine disposal, including, but not limited to, pump stations, pipelines, retreatment, ocean outfall, and monitoring.

1.2.4 Costs for the use of existing tertiary water filters for Repurified Water purposes. Such costs may take into account the depreciated value of such filters, or use such other appropriate valuation method as agreed by the City and authorized representatives of the Metro Commission. (Costs under this section shall be reimbursed or credited by City's water utility to the Metro System.)

II. **North City Water Reclamation Plant Improvement Costs Included as Metro System Costs**

Notwithstanding the above exclusions, the City and the Participating Agencies have specifically agreed that the following Capital Improvement Costs and Operation and Maintenance Costs related to North City Water Reclamation Plant improvements shall be included as Metro System Costs for purposes of calculating the annual Sewer System Charge (and therefore not qualify as City Water Utility PW Costs):

2.1 Costs for chemically enhanced primary treatment for up to 52 mgd capacity.

2.2 Costs for primary effluent equalization for up to 52 mgd capacity.

2.3 Costs for increased volume of aeration tanks that will provide up to, but not exceeding, 52 mgd capacity. Determination of sizing to provide 52 mgd capacity shall be based on the current tank volume necessary to provide 30 mgd capacity.

2.4 Costs to add secondary clarifier tanks sufficient for up to 52 mgd capacity.

2.5 Costs for wastewater conveyance facilities to provide wastewater for replacement of centrate flows that cannot be treated at the North City Water Reclamation Plant due to the production of Repurified Water.

2.6 Costs for treatment and conveyance of all return flows (micro-filtration and tertiary backwash) based on Flow, COD, and SS.

III. **Cost Allocation Example**

Attachment 1 is an example of the City's Pure Water Phase I Cost Estimate (based on 60% design), and indicates which costs are City Water Utility PW Costs and which costs are attributable to the Metro System. The Parties agree that Attachment 1 is an illustrative document to assist the Parties in the future and is not a comprehensive list of all such costs. If there is any conflict between this Exhibit F and Attachment 1, or if a specific cost is not addressed in Attachment 1, this Exhibit F shall control.

IV. **Revenue Sharing for Repurified Water**

4.1 **Background.** Initially, the parties anticipate that the cost per acre foot associated with the production of Repurified Water will be more expensive than the cost per acre foot of untreated imported water. However, it is anticipated that Repurified Water produced under the Pure Water Program will be less expensive than untreated imported water sometime in the future. Once Repurified Water produced under the Pure Water Program becomes less expensive

than the cost of untreated imported water, the parties agree that there will be revenue from the Pure Water Program.

4.2 **Calculation.** Revenue sharing shall occur in each fiscal year during which the annual cost per acre foot associated with the production of Repurified Water is less than the cost of untreated water per acre foot from the San Diego County Water Authority (“CWA”). The annual cost difference shall be known as “**Repurified Water Revenue.**” Repurified Water Revenue shall be determined as follows:

<p>Annual cost per acre foot of CWA untreated water purchased by the City for delivery at Miramar Reservoir (which shall be determined based on the total of certain fixed and variable costs for water actually billed to the City by CWA for water delivered at Miramar Reservoir in a fiscal year, divided by the number of acre-feet of CWA water delivered at Miramar Reservoir that year)</p> <p style="text-align: center;"><u>less</u></p> <p>Annual cost per acre foot of City Water Utility PW Costs (which shall be determined based on total annual City Water Utility PW Costs divided by the number of acre-feet of Repurified Water actually produced in that year)</p> <p style="text-align: center;"><u>multiplied by</u></p> <p>The number of acre feet of Repurified Water produced by Pure Water Program facilities during the applicable fiscal year.</p>
--

Attachment 2 is a summary of billings from CWA showing fixed and variable costs for untreated water. The Parties agree that Attachment 2 shall be referred to by the Parties in the future in determining how costs for water delivered at Miramar Reservoir are calculated. If no untreated water is delivered at Miramar Reservoir in a given year, then the closest point of delivery of untreated water to the City shall be used.

The City shall estimate whether there will be Repurified Water Revenue in the upcoming fiscal year prior to January 15 of each year, and the estimated amount of Repurified Water Revenue shall be effective on July 1 of the upcoming fiscal year.

4.3 **Revenue Sharing.** Repurified Water Revenue shall initially be shared based on the relative actual Capital Improvement Costs for the Pure Water Program contributed by City’s Water Utility and the Metro System. Such Capital Improvement Cost contributions are currently estimated as (61% City Water Utility and 39% Metro System) until the debt attributable to the Metro System is fully paid.

Following full payment of debt attributable to the Metro System, Repurified Water Revenue shall be shared based on the relative actual Operation and Maintenance Costs for Pure Water Program facilities contributed by City’s Water Utility and the Metro System, calculated

annually. Such Operation and Maintenance Costs are currently estimated as (76% City Water Utility and 24% Metro System) on an annual basis.

4.4 Year-End Adjustment. At the end of each fiscal year during which there is Repurified Water Revenue, the City shall determine the actual cost per acre foot of CWA untreated water purchased by the City, the actual cost per acre foot of City Water Utility PW costs, and the actual amount of Repurified Water produced at Pure Water Program facilities.

Based on the actual cost and production information, the City will recalculate the Repurified Water Revenue for the prior fiscal year. The City will credit any future charges or bill for any additional amounts due the quarter after the prior year costs have been audited.

4.5 Change in Potable Reuse Method. The parties acknowledge that the Pure Water Program will initially use the surface water augmentation method of potable reuse. The use of CWA untreated water costs in calculating Repurified Water Revenue is intended to provide an appropriate point of comparison to costs for producing Repurified Water that will be introduced into surface water. The parties agree that if the City implements direct potable reuse (in which Repurified Water is introduced directly into a water supply pipeline or facility), the parties shall meet and negotiate in good faith regarding an amendment to this Exhibit F to appropriately update the formula for Repurified Water Revenue.

V. Capital Expense Rate

5.1 Background. The Point Loma Wastewater Treatment Plant operates under a National Pollutant Discharge Elimination System (“NPDES”) permit modified under section 301(h) & (j)(5) of the Clean Water Act. If such modified permit were ever revoked or not renewed, the parties agree that, under current law, the City would have an obligation to upgrade the Point Loma WTP to secondary treatment. The parties further agree that \$1.8 billion is a fair and comprehensive estimation of the costs that could be incurred by the Metro System to meet the legal requirements related to the Metro System under current law. The estimate of \$1.8 billion is based on the net present value of the capital cost to develop 180 MGD of secondary treatment at Point Loma WTP as of November 15, 2018.

Therefore, the parties agree that \$1.8 billion represents the maximum amount of Capital Improvement Costs that the Metro System should be obligated to contribute to the Pure Water Program, the purpose of which is not solely the disposal of wastewater, but also the production of Repurified Water. The parties agree that this \$1.8 billion maximum contribution should apply whether or not the Point Loma WTP is actually upgraded to secondary treatment to meet legal requirements in the future because, as of the date of the Agreement, the parties have the option of upgrading the Point Loma WTP to full secondary treatment for the cost of approximately \$1.8 billion.

In light of the above, the parties have agreed that if Metro System costs related to the Pure Water Program exceed the \$1.8 billion, City’s Water Utility will pay a charge for each acre foot of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water.

5.2 Capital Expense Rate. Under the circumstances described below, City’s Water

Utility shall pay a charge (“**Capital Expense Rate**”) for each acre-foot of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water. City’s Water Utility shall pay the Capital Expense Rate if the following costs alone, or in combination, exceed \$1.8 billion (which amount shall be adjusted for inflation):

(a) the sum of all Capital Improvement Costs and associated debt attributable to the Metro System components of the Pure Water Program under this Exhibit F; and/or

(b) the sum of all Capital Improvement Costs and associated debt for the full or partial upgrading of the Point Loma Wastewater Treatment Plant to secondary treatment.

Notwithstanding the above, the Capital Expense Rate shall not apply if the Point Loma WTP is actually upgraded to secondary treatment (or beyond) due to: (a) a change in federal or state statutory law making it necessary to upgrade the Point Loma WTP to comply with such new discharge standard; or (b) a final decision by a state or federal court or a federal administrative agency of competent jurisdiction that an NPDES permit modified under section 301(h) & (j)(5) of the Clean Water Act is thereby revoked or denied renewal due to a finding that the discharge from the Point Loma WTP violates anti-degradation rules or regulations promulgated under section 403 of the Clean Water Act.

5.3 Calculation of Capital Expense Rate. The amount per acre-foot of the Capital Expense Rate shall be determined as follows:

The sum of all Capital Improvement Costs and associated debt attributable to (i) the Metro System components of the Pure Water Program under this Exhibit F and (ii) upgrading of the Point Loma WTP to secondary treatment (if any)

less

\$1.8 billion, as adjusted for inflation each July 1 (starting on July 1, 2019) to reflect the annual percentage change in the Engineering News Record – Los Angeles construction cost index

multiplied by

1.42 (which estimates the total interest on a 30-year State Revolving Fund loan with an interest rate of 2.5%)

and divided by

The total number of acre feet per year of secondary treated effluent that is expected to be produced by Metro System facilities for the production of Repurified Water over a period of thirty (30) years.

The City shall estimate whether the Capital Expense Rate shall apply to the upcoming fiscal year (and its amount) prior to January 15 of each year, and the estimated amount of the Capital Expense Rate shall be effective on July 1 of the upcoming fiscal year.

For purposes of this Article V of Exhibit F, Capital Improvement Costs and associated debt shall include such costs incurred by the Metro System prior to the effective date of the Agreement.

5.4 Year-End Adjustment

At the end of each fiscal year during which the Capital Expense Rate applies, the City shall determine the actual Capital Improvement Costs and associated debt attributable to the Metro System components of the Pure Water Program under this Exhibit F and any upgrading of the Point Loma WTP to secondary treatment, the then-applicable interest amount for outstanding loans for the Metro System components of the Pure Water Program and Point Loma WTP upgrades, and the actual amount of secondary treated effluent produced by Metro System facilities and used for the production of Repurified Water.

Based on the actual cost, interest, and effluent information, the City will recalculate the Capital Expense Rate for the prior fiscal year. The City will credit any future charges or bill for any additional amounts due the quarter after the prior year costs have been audited.

5.5 Duration; Expiration

The duration and expiration of the Capital Expense Rate is set forth in Section 13.4 of the Agreement.

ATTACHMENT 1 – PURE WATER PHASE I COST ESTIMATE

	Total	Percent
Wastewater:		
Morena Pump Station WW Force Main and Brine Conveyance	\$ 324,712,285.00	
North City Renewable Energy	\$ 33,794,784.00	
North City MBC Improvements	\$ 7,310,835.00	
North City WRP Expansion and PWF Influent Conveyance	\$ 176,882,842.00	
SDG&E	\$ 3,288,932.00	
Total Wastewater	\$ 545,989,678.00	39%
Water:		
Morena Pump Station WW Force Main and Brine Conveyance	\$ 46,504,958.00	
North City Renewable Energy	\$ 94,020,128.00	
Miramar WTP Pump and Plant Improvements	\$ 4,555,811.00	
North City Pure Water Facility	\$ 521,652,285.00	
North City WRP Expansion and PWF Influent Conveyance	\$ 45,236,959.00	
North City Pure Water Pipeline	\$ 109,411,952.00	
North City Pure Water Pump Station	\$ 20,469,509.00	
Total Water	\$ 841,851,602.00	61%
Total Project	\$ 1,387,841,280.00	
Shared Projects Cost Allocations:		
Morena Pump Station WW Force Main and Brine Conveyance		
Wastewater	\$ 324,712,285.00	87%
Water	\$ 46,504,958.00	13%
	\$ 371,217,243.00	
North City Renewable Energy		
Wastewater	\$ 33,794,784.00	26%
Water	\$ 94,020,128.00	74%
	\$ 127,814,912.00	
North City WRP Expansion and PWF Influent Conveyance		
Wastewater	\$ 176,882,842.00	80%
Water	\$ 45,236,959.00	20%
	\$ 222,119,801.00	
Planning and Environmental Cost Allocation Based on Capital Cost Split:		
Wastewater		39%
Water		61%

Note: The above estimates are based on 60% design of Phase I of the Pure Water Program.

EXHIBIT G PURE WATER CAPITAL BILLING TABLE

1 Agency	2 Estimated Average Daily Flow (MGD)	3 Net Offload For Padre Dam Project (MGD)	4 Projected Metro Flow 2050 (MGD)		5 %	6 COD Applied to 2050 Flows (mg/l)	7 COD Applied to 2050 Flows (lb/day)	8 Percent COD Contributed	9 SS Applied to 2050 Flows (mg/l)	10 SS Applied to 2050 Flows (lb/day)	11 Percent SS Contributed	12 Pure Water Capital Milled Percentage ³
			Flow									
Chula Vista	18.33	0	18.33	11.601%	701.947	107377.684	11.889%	250.011	38244.530	11.701%	11.699%	
Coronado	1.9	0	1.9	1.202%	587.457	9314.884	1.031%	241.493	3829.176	1.172%	1.152%	
Del Mar	0.031	0	0.031	0.020%	542.195	140.270	0.016%	305.112	78.935	0.024%	0.020%	
East Otay Mesa (County) ¹	1.788	0	1.788	1.132%	621.049	9267.041	1.026%	240.016	3581.421	1.096%	1.096%	
El Cajon	7.8	7.0	0.805	0.510%	650.914	4373.460	0.484%	236.265	1587.450	0.486%	0.497%	
Imperial Beach	2.473	0	2.473	1.565%	540.757	11160.249	1.236%	205.193	4234.820	1.296%	1.411%	
La Mesa	5.03	0	5.03	3.183%	523.099	21958.348	2.431%	197.537	8292.107	2.537%	2.823%	
Lakeside/Alpine (County) ¹	4.619	4.4	0.260	0.165%	638.686	1387.995	0.154%	197.667	429.570	0.131%	0.153%	
Lemon Grove	2.4	0	2.4	1.519%	593.836	11893.920	1.317%	203.567	4077.236	1.247%	1.395%	
National City	4.65	0	4.65	2.943%	685.192	26589.642	2.944%	219.881	8532.740	2.611%	2.852%	
Otay Water District	0.38	0	0.38	0.240%	1442.632	4574.952	0.507%	818.053	2594.253	0.794%	0.457%	
Padre Dam	2.486	1.8	0.696	0.441%	696.892	4049.236	0.448%	251.288	1460.088	0.447%	0.444%	
Poway	3.101	0	3.101	1.963%	563.551	14584.185	1.615%	243.460	6300.522	1.928%	1.869%	
Spring Valley (County) ²	6.231	0	6.231	3.944%	597.292	31059.332	3.439%	235.079	12224.151	3.740%	3.765%	
Wintersgardens (County) ¹	0.979	0.9	0.074	0.047%	633.136	392.817	0.043%	208.768	129.526	0.040%	0.044%	
San Diego	109.855	0	109.855	69.526%	703.556	645009.168	71.419%	252.229	231239.253	70.751%	70.323%	
Total	172.053	14.048	158.005	100%	10722.190	903133.183	100%	4305.618	326835.778	100%	100%	

¹ Subareas of the San Diego County Sanitation District
² Includes Otay Ranch (0.87 mgd) and Spring Valley (5.361 mgd). Flow from Otay Ranch that would flow to Metro through Chula Vista pipelines.
³ These fractions used to calculate the milled percentage: (Based on 5 year average and not subject to change except by agreement of the parties.)

FLOW SS COD
 0.482 0.275 0.243

RESOLUTION NO. -19

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF EL CAJON APPROVING THE
AMENDED AND RESTATED WASTEWATER DISPOSAL AGREEMENT
AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

WHEREAS, the City of El Cajon (the "City") has a strategic goal to continue to improve high quality municipal services; and

WHEREAS, the NPDES permit for the Point Loma Wastewater Treatment Plant ("Point Loma") submitted in 2015 included a goal of offloading 83 million gallons a day of wastewater and turning it into potable drinking water by 2035, a project referred to as Pure Water San Diego ("Pure Water"); and

WHEREAS, the Point Loma offloading as planned will bring the solids discharged from the plant down to a level that would be equivalent to that of converting the plant to secondary treatment; and

WHEREAS, future federal legislation to protect Point Loma from having to convert to the secondary treatment level has not yet been approved at the federal level; and

WHEREAS, the 1998 Regional Wastewater Disposal Agreement (the "1998 Agreement") between the City of San Diego and the participating agencies governs the planning, capacity rights and cost allocation of wastewater facilities in the Metropolitan Wastewater System; and

WHEREAS, the 1998 Agreement did not contemplate the complexities of the Pure Water program and needs to be amended to adequately address the proposed facilities, allocation of costs and long-term financial protection of wastewater rate payers; and

WHEREAS, staff from the City of San Diego and the participating agencies have been working since 2014 on deal points for the Pure Water program and those deal points have been incorporated into an Amended and Restated Wastewater Disposal Agreement (the "Amended Agreement"); and

WHEREAS, the Amended Agreement includes measures for the City of San Diego and the Participating Agencies to cooperate, coordinate, and negotiate in good faith with the City of El Cajon, San Diego County Sanitation District, and Padre Dam Municipal Water District on issues that relate to the East County Advanced Water Purification Program; and

WHEREAS, the Metro Commission/Metro JPA approved a Resolution Supporting Cost Allocation Principles in the draft Amended Agreement at their meeting on August 2, 2018.

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

The City Council hereby approves the Amended and Restated Wastewater Disposal Agreement in the form as presented at this meeting, and authorizes the Mayor to sign the Agreement with such changes as may be approved by the Mayor, after consultation with the City Manager.

01/08/19 CC Meeting

Approving Amended Wastewater Disposal Agmt 121918



City Council
Agenda Report

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Morgan Foley, City Attorney
SUBJECT: Proposed Changes to City Council Procedures Ordinance

RECOMMENDATION:

That the City Council review the proposed amendments to Chapter 2.12 of the El Cajon Municipal Code related to City Council Procedures and provide direction to the City Attorney.

BACKGROUND:

This past year many City Council meetings were held during which councilmembers raised questions, both during and after the meetings, relating to the application of the City Council Procedures ordinance (Chapter 2.12 of the El Cajon Municipal Code) when councilmembers questioned whether certain conduct of members of the public was in violation of Chapter 2.12. Notable examples include those situations where speakers addressed councilmembers directly, instead of addressing the body as a whole, in violation of section 2.12.150(A)(4); and the situation where a speaker was using profane and vulgar language, whose conduct might have been either "out of order" and terminated by the presiding officer (section 2.12.090(C)(7)), or in violation of the Rules of Decorum set forth in section 2.12.160.

Both Councilmember Goble and Councilmember Kalasho have raised questions regarding the enforceability of Chapter 2.12, and whether some changes were necessary to keep current in the light of the constant changes in court decisions on First Amendment rights.

In reviewing Chapter 2.12 our office found that some amendments should be considered in order to legally apply that chapter to control the conduct of some speakers coming before the City Council. The proposed changes are reflected in the attachment, in redlined manner. In addition to strengthening the efficacy of the rules of decorum (section 2.12.150), we found certain changes that are necessary in order to update the city hall address (section 2.12.040(A), and to properly reference the time of the afternoon City Council meetings (section 2.12.060(C)).

REPORT:

Chapter 2.12 provides the procedures for the conduct of City Council meetings. It applies to not only City Council meetings, but also to meetings of boards, committees, and commissions. (Section 2.12.010.) It defines a "meeting" for the purposes of the chapter, while acknowledging that the definition includes those definitions found in state legislation (i.e., the Brown Act) as well as judicial interpretations. (Section 2.12.020.) Section 2.12.040 establishes the time and place of meetings of the City Council; section 2.12.060 provides guidance on the structure of agendas; section 2.12.070 guides the City Clerk in the preparation of minutes; section 2.12.080

sets forth the rules on voting (including how to treat an abstention); section 2.12.100 provides rules on conducting public hearings; and section 2.12.120 deals with motions by the legislative body.

Chapter 2.12 further sets forth the duties, responsibilities, and powers of the presiding officer. The presiding officer (e.g., the Mayor) is responsible for conducting the meetings of the legislative body. This includes setting time limits for appropriate discussion; opening public hearings; continuing matters; determining whether sworn testimony is necessary from witnesses in a public hearing; and keeping order of the meeting. (Section 2.12.090.)

Other rules found in Chapter 2.12 address the conduct, or decorum, of members of the public. Section 2.12.160 (and, to a certain degree, section 2.12.090) allows the presiding officer to regulate conduct and, to some extent, speech of those appearing before the legislative body.

The City's ordinances must always remain protective of, and compliant with, the First Amendment of the United States Constitution, and section 2 of article 1 of the California Constitution. It is these constitutional protections that must be considered whenever a law, regulation, or action of a governmental agency attempts to address speech and conduct, especially in the setting of a public meeting.

In our review of Chapter 2.12 we first looked to address those sections that Councilmember Goble had identified as needing review. When doing so we also took the opportunity to review those portions of the chapter that provide for the maintaining order and decorum in the meeting, issues previously raised at meetings by Councilmember Kalasho. Finally, we took a careful look at the entire chapter in the light of First Amendment purposes.

Change to section 2.12.040:

The sole change to this section is to replace the old address for City Hall (200 East Main Street) with the current address (200 Civic Center Way).

Change to section 2.12.060:

The sole change to this section is to correct the time of the regular meeting to "three p.m." instead of "four p.m.," as this section currently reads.

Changes to section 2.12.090:

The first change is in paragraph (C)(2), by changing "mayor" to "presiding officer," in order to use the defined term, which applies to not only the mayor on behalf of the city council, but also the chairperson on behalf of other commissions, boards, and committees.

The next change is in paragraph (C)(7), and to add new paragraphs (8) and (9), all of which relate to the power of the presiding officer to act when a speaker is "out of order," and "actually disrupts" the meeting, including (i) taking a recess (paragraph (7)); issuing a warning to a person actually disrupting a meeting, and (if the disruption continues) ordering that person to leave the council chambers (paragraph (8)); and (iii) ordering any person removed from a meeting to be excluded from any additional meetings of the legislative beginning on the same date as the meeting from which that person is removed (paragraph (9)). The changes to section 2.12.090 also makes the final paragraph its own designation as subsection (D).

It is in section 2.12.090 that we recommend the first of many that clarify that any punitive action taken against a speaker not following the “rules of decorum” may only occur if the speaker has “actually” disrupted the meeting. It also provides for a “progressive” manner of handling situations in order to regain control of a meeting that has been disrupted. The chapter will not require that the presiding officer exercise control only through a “progression”; however, in most cases it would be suggested that the presiding officer first attempt to de-escalate the disruption with a warning then, if that isn’t effective, a recess for a chance to “cool off” the situation before order the removal of a speaker and an order that prevents that person to returning to another meeting of the body that same day (e.g., a 7:00 p.m. meeting following a 3:00 p.m. meeting).

It is clear, from decisions addressing facial challenges of similar rules of decorum, that the courts will not invalidate an ordinance that requires “actual” disruption by a speaker. Actual disruption occurs when legislative body cannot continue with the progress of its meeting as a result of the disruption and it becomes necessary to somehow end the disruption. This is different than a speaker invoking vulgar or profane speech, but who otherwise abides by an order to comply with the speaker’s allotted time to speak (e.g., the three minutes normally allowed a speaker). While it might be desirable to admonish a speaker to stop using vulgarity and profanity, only in the extreme situation where the speech prevents the meeting from continuing, or keeps another member of the public from participating in the meeting, should the presiding officer order removal without following a progression of warnings and recesses.

Note that a person actually disrupting the meeting also prevents others from speaking and participating in the meeting. Thus, refusing to surrender the podium and allow the next person to speak creates an actual disruption as well, even if the speaker engages the legislative body in unnecessary debate, or becomes excessively redundant in delivering his or her message.

Changes to section 2.12.160:

Like the changes to section 2.12.090, the recommend changes to this section are to clarify that enforcement of the rules of decorum, as set out in this section, can only occur when there is an actual disruption of the meeting. Subsection (A) was also amended to make it clear that the chapter applies to members of the public, not only members of the legislative body.

This section also makes it clear that any person willfully disrupting a public meeting can be charged with violating the California Penal Code, for example, section 403, which makes it a misdemeanor for any person to willfully disrupt a public meeting.

It is proposed that subsection (D) make a further exception to allow members of the news media to enter the area between the rostrum (i.e., the raised curved counter, including the speakers’ podium) and the council dais without first seeking the permission of the City Council. This commonly occurs when news camerapersons and news photographers covering the meeting of the City Council seek to obtain images of speakers, councilmembers, and the meeting as a whole.

We have also added a new subsection (F), in order to provide a definition of “disrupt.” This is necessary to make it clear that conduct actually disrupting the meeting by a variety of methods or means is the type of conduct that could result in punitive action, including removal from the meeting, and being cited for a violation of the ordinance.

Changes to section 2.12.150:

The discussion on this section is taken out of order as it is addressing those concerns expressed by Councilmembers Goble and Kalasho. The first of these proposed changes, in paragraph (A)(4) eliminates the requirement that a speaker must state their name and address. While it can be suggested that a person provide their name and address, we cannot make it a legal mandate. Recognizing that it is only common courtesy that would suggest that a speaker gives his or her name, it isn't legally required, and some people, perhaps, fear retribution from providing a name, which is further re-published through web-streaming on the City's website and videotaped replays on cable television. However, we believe that a speaker can be required to give some "other identifying designation," in order for the Mayor to conduct the meeting properly, and in the event that councilmembers wish to address the speaker in some manner.

The next change is found in paragraph (A)(6) to clarify that a speaker is not to address a question to individual councilmembers, staff, or other persons in the audience, without the consent of the presiding officer. This subsection is an effort to keep the discussions and comments professional, less personal, and to prevent the creation of a debate on an issue. Councilmember Kalasho had also, previously, requested that the city attorney control comments in violation of the present version of this subsection; however, it is not within the city attorney's power to control speech or the manner of speech. On the contrary the power is up to the Mayor and the rest of the City Council.

Finally, Councilmember Goble asked our review of paragraph (A)(8) and whether the City Council can prohibit "anonymous communications." The change proposed continues to disallow anonymous requests to be on an agenda unless allowed by the majority of the City Council. Further changes to this subsection include allowing anonymity on the part of speakers but points out that councilmembers are free to give anonymous testimony the weight that each councilmember might feel that it deserves. In this regard we have included the final sentence in that subsection to not allow speakers to wear masks or other covering of the speaker's face, other than for health or religious purposes, for the safety of those attending the meeting.

Attached to this agenda report are the proposed changes to these sections in Chapter 2.12, generally in the order presented in this discussion portion of the agenda report.

Attachments

Proposed CC Procedure

2.12.040 Time and place of meetings.

A. The city council shall hold regular meetings in the council chambers of the city hall, 200 ~~East Main Street~~Civic Center Way, El Cajon, California 92020, or at such other place as may be determined by the council. The times and dates of regular ~~C~~city council meetings shall be determined by city council resolutions.

2.12.060 Agenda—Order of business.

C. The business of the council shall, except upon an affirmative vote of the city council or a determination by the mayor, city manager or city clerk, be taken up for consideration and disposition at a ~~four~~three p.m. meeting.

2.12.090 Presiding officer.

A. The mayor shall be the presiding officer at all meetings of the city council. In the absence of the mayor and the mayor pro tempore, the city clerk shall call the council to order, whereupon a temporary presiding officer shall be elected by the councilmembers present to serve until the arrival of the mayor or mayor pro tempore or until adjournment.

B. The presiding officer shall sign all ordinances, resolutions and other documents necessitating such signature. The presiding officer shall preserve strict order and decorum at all regular, adjourned regular and special meetings of the council and shall state, or call upon the clerk to state, every question before the council, call for the vote, and announce the decision of the council on all subjects. The presiding officer shall decide all questions of order; subject, however, to an appeal to the council by any councilmember, in which event a majority vote of the council shall govern and conclusively determine such question of order. The presiding officer shall have and exercise such other powers and duties as are authorized by law.

C. The presiding officer shall have power, authority and discretion, without a vote of the council to:

1. Set time limits on council discussion on any matter;
2. Set time limits on any communications from members of the public to the council; in no event shall any individual public communication exceed three minutes without the consent of the ~~mayor~~presiding officer;
3. Declare the opening of public hearings;
4. Rule any motion on a subject not on the agenda as being out of order, in which case the motion shall thereafter be void;
5. Continue or postpone any matter until the next regular, adjourned regular or special meeting whenever the city attorney advises that there is a question as to the validity or constitutionality of the particular proposed course of action which is the subject matter of such motion;

6. May require any witness testifying to facts at any public hearing to be sworn before proceeding further with any such testimony;
7. Rule any speaker out of order, terminate any communication with the council from a member of the public who actually disrupts or otherwise impedes the orderly conduct of the council meeting; and/or declare a recess in order to establish order at any meeting.;
8. Issue a warning to a person violating paragraph 7 and, if the person continues to violate paragraph 7 and disrupts the meeting, to order that person to leave the council chambers; and
9. Order any person removed from a meeting to be excluded from further attendance at that meeting or any special or adjourned regular meeting beginning on that same date unless overruled by a majority vote of the city council.

D. The presiding officer may move, second and debate from the chair, subject only to such limitations of debate as are by these rules imposed upon all members. The presiding officer shall not be deprived of any of the rights and privileges of a councilmember by reason of being mayor or acting as the presiding officer.

2.12.160 Rules of decorum—Enforcement.

- A. While the council is in session, all persons shall preserve the order and decorum of the session; and neither a member of the public nor a councilmember shall, ~~neither~~ by conversation or otherwise, ~~delay or interrupt~~ actually disrupt, disturb or otherwise impede the orderly conduct of the proceedings ~~or the peace of the council, nor disturb any member while speaking,~~ or refuse to obey the orders of the city council or its presiding officer, except as otherwise herein provided.
- B. Any person actually disrupting the conduct of the proceedings of the city council ~~making personal, impertinent or slanderous remarks, or who becomes boisterous while addressing the council, which conduct delays or interrupts the due course of the meeting,~~ shall be forthwith be excluded by the presiding officer ~~barred~~ from further attendance ~~audience~~ before that session of the council, and any special, regular, or adjourned regular meeting of the city council on that same date by the presiding officer, unless permission to continue is granted by majority vote of the council.
- C. While the city council is in session, (1) any person or councilmember who actually disrupts a council meeting by acts ~~acting~~ in a disorderly, noisy, sustained, ~~contemptuous or insolent~~ manner ~~towards the council or any councilmember thereof, or~~ (2) any person whose conduct actually disrupts the due course of the council meeting ~~becomes boisterous~~ while addressing the city council or any councilmember thereof, ~~which conduct delays or interrupts the due course of the meeting,~~ or (3) any member of the public in attendance who actually disrupts the meeting by failing ~~fails~~, on demand of the presiding officer, to comply with any warning or order of the presiding officer made in accord with the authority of this chapter, is subject to arrest for violating the California Penal Code or ~~the criminal penalties of~~ this code.
- D. No person, except city officials and their representatives, and the news media, shall be permitted within the area beyond the rostrum which is reserved for staff and council without the express consent of the city council.

E. The city manager may designate such appropriate person or persons to act as sergeant at arms to carry out all orders and instructions given by the presiding officer for the purposes of maintaining order and decorum at the [city](#) council meeting. Upon instructions of the presiding officer, it shall be the duty of the sergeant at arms, or any of them present, to [remove any person who violates the order of exclusion from the meeting, and to place under arrest](#) any person who violates the order and ~~decorum of~~[who willfully resists, delays, or obstructs removal, and which conduct disrupts](#) the meeting, ~~under arrest~~, and cause such person to be prosecuted under provisions of [the California Penal Code](#) or this code, the complaint to be signed by the presiding officer or other appropriate person present.

F. [“Disrupt,” as used in this chapter, includes, but is not limited to, the utterance of loud, threatening or abusive language; whistling; clapping; stamping of feet; repeated waving of arms; displaying signs or banners that block the view of the councilmembers or other members of the public; or other actions, which prevent the conduct of the city council’s business, or prevents other members of the public from participating in the meeting](#)

2.12.150 Addressing the council.

A. Any person desiring to address the council shall first secure the permission of the presiding officer to do so. In addition, but unless the presiding officer rules otherwise, any person shall have the right to address the council upon obtaining recognition by the presiding officer to speak subject to the following:

1. Public Hearings. Interested persons or their authorized representatives may address the council orally or in writing relating to matters which are then subject to a public hearing pursuant to Section 2.12.100.
2. Non-“Hearing” Matters. Interested parties or their authorized representatives may address the council with regard to matters with which they are concerned and are then the subject of council discussion. When copies of such communications are furnished each councilmember present, such written communications shall not be read aloud at the meeting unless so ordered by a majority vote of the council. Written communications from the administrative staff shall not be read aloud unless requested by any councilmember.
3. Oral Communications. Any person may address the council under oral communications with regard to any matter with which they are concerned. The council shall not discuss any matter not on the agenda pursuant to state law and this chapter nor take any action except to refer such matter to a future agenda.
4. Addressing the Council. Each person addressing the council shall speak into the microphone at the speaker’s podium, shall state his or her name [or other identifying designation](#) ~~and address~~ in an audible tone of voice for the record, and unless further time is granted by the presiding officer, shall limit the remarks to three minutes. All remarks shall be addressed to the council as a body, and not to any member thereof. No person other than the council and the person having the floor shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer.
5. Limitation to Agenda Item. Except under oral communications, the presiding officer shall not permit any communication, written or oral, to be made or submitted unless such communication addresses the agenda item then under discussion.

6. Consent Required. No person shall address or question a councilmember, the staff or any other person in the audience without the prior consent of the presiding officer.
7. Permission to Speak. After a motion is made by a councilmember, no person shall address the council without first securing the permission of the council to do so.
8. Anonymous Communications. Anonymous communications, or communications using an identifying designation other than his or her name, shall not be ~~considered nor~~ placed on a future ~~the~~ agenda without the approval of a majority of the council. Testimony from anonymous individuals in any matter shall be given the weight each councilmember deems it deserves under the circumstances. The wearing of masks or the use of material or clothing to cover a speaker's face for reasons other than health or religious purposes, shall not be allowed.
9. Group Communications. When any identifiable group of persons, as opposed to the general public at large, wishes to address the council on the same agenda item, the presiding officer shall have the discretion to request that a spokesperson be chosen by said group to address the council. If additional issues are to be presented at the hearing by any other member of such group, the presiding officer may limit the number of persons and the time periods to address the council, so as to avoid unnecessary repetition of issues before the council.
10. Additional Opportunity to Address the Council. Subject to the needs of the council to expeditiously perform its business and to avoid repetitive testimony, any person may be permitted by the mayor to address the council more than once on any particular item. No person shall be allowed to address the council more than once on an item until all persons present and wishing to address the council have been provided the opportunity to do so. The mayor may limit the time period allowed any person to address the council on an item more than one time, and shall not permit repetitive testimony from any person.



City Council
Agenda Report

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Mayor Wells
SUBJECT: Council Activity Report

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

- November 30, 2018 - Played Santa at Skyline Church
- December 8, 2018 - POA Dinner
- December 10, 2018 - Meeting w/ Joel Anderson
- December 10, 2018 - Meeting w/ KPBS
- December 10, 2018 - Meeting w/ City Manager - State of the City Address
- December 12, 2018 - Meeting w/ Parkway Plaza - Vow Renewal Event in February
- December 14, 2018 - SANDAG Audit Committee Meeting
- December 17, 2018 - Meeting w/ Sister City Municipio de Comondu Mayor
- December 17, 2018 - Played Saxophone on Fox 5
- December 19, 2018 - Played Saxophone on KUSI
- December 19, 2018 - ECTLC Christmas Party
- December 21, 2018 - Meeting for Appointment to SD County Regional Airport Authority Board
- December 21, 2018 - SANDAG Board Meeting
- January 8, 2019 - City Council Meeting(s)

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

Submitted By: Bill Wells, Mayor



City Council
Agenda Report

Agenda Item 13.

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kendrick
SUBJECT: COUNCILMEMBER GARY KENDRICK
METRO Commission/Wastewater JPA; Heartland Communications;
Heartland Fire Training JPA.

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

January 8, 2019 - City Council Meeting

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

Submitted By: Gary Kendrick, Councilmember



City Council
Agenda Report

Agenda Item 14.

DATE: January 8, 2019

TO: Honorable Mayor and City Councilmembers

FROM: Councilmember McClellan

SUBJECT: COUNCILMEMBER BOB MCCLELLAN

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

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

December 19, 2018 - ECTLC Christmas Party
January 8, 2019 - City Council Meeting

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

Submitted By: Bob McClellan, Councilmember



City Council
Agenda Report

Agenda Item 15.

DATE: January 8, 2019
TO: Honorable Mayor and City Councilmembers
FROM: Councilmember Kalasho
SUBJECT: **COUNCILMEMBER BEN KALASHO**

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

January 8, 2019 - City Council Meeting

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

Submitted By: Ben Kalasho, Councilmember



City Council
Agenda Report

Agenda Item 16.

DATE: January 8, 2019

TO: Honorable Mayor and City Councilmembers

FROM: Deputy Mayor Goble

SUBJECT: DEPUTY MAYOR STEVE GOBLE

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

RECOMMENDATION:

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

BACKGROUND:

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

REPORT:

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

- December 11, 2018 - Phone Call w/ Cheryl W. at St. Paul's
- December 12, 2018 - Meeting w/ City Manager
- December 13, 2018 - Lunch w/ POA Board Representatives
- December 13, 2018 - Help Jeremiah P. w/ Shelter Information
- December 18, 2018 - Attend Senator Jones' Open House
- December 18, 2018 - Email w/ Nicky R./Kroc Center - Refugee Assimilation
- December 19, 2018 - St. Peter's Chaldean Church Priest Ordination Ceremony
- December 20, 2018 - Lunch w/ Lori H./Habitat for Humanity
- December 22, 2018 - Community Trash Pickup
- December 24, 2018 - Cartwright Pest Bike Giveaway
- December 29, 2018 - Community Trash Pickup
- January 3, 2019 - Salvation Army Tilt-up Ceremony
- January 4, 2019 - East County Chamber First Friday Breakfast
- January 5, 2019 - Community Trash Pickup
- January 7, 2019 - Meeting w/ City Manager
- January 8, 2019 - City Council Meeting

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

Submitted By: Steve Goble, Deputy Mayor



City Council
Agenda Report

Agenda Item 17.

DATE: January 8, 2019

TO: Honorable Mayor and City Councilmembers

FROM:

SUBJECT: Ordinance Amending Titles 1, 9, 10 and 12, and adding a New Chapter 10.26 to the El Cajon Municipal Code addressing Dockless Vehicles

RECOMMENDATION:

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

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.

Attachments

Ordinance 5076

ORDINANCE NO. 5076

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 person or 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 – 1st Reading
01/08/19 CC Agenda – 2nd Reading